



SUPPLY CONTRACT

No. AID10017-CS-01-2019

CIG 8007740418

The Italian Agency for Development Cooperation (AICS) – Khartoum Office
Street 33, Al Amarat
Khartoum, Sudan

(‘The contracting authority’),

of the one part,

and

Vercos Frigo Srl
Via John Fitzgerald Kennedy 82/A
42035 Felina (Re) of the other part,

have agreed as follows:

PROJECT Poverty Alleviation Project per gli Stati di Kassala e Red Sea
CUP: J89G14001040001

CONTRACT TITLE

Supply and Installation Service of a Cold Storage Unit in Kassala, Sudan

Identification Pub. Ref. AID10017-CS-01-2019
CIG 8007740418

Contract Value: 229.619,00 EUR



Article 1 Subject

1.1 The subject of the contract shall be the supply, delivery, installation extraordinary maintenance and after-sales service of the following supplies:

- 1 Cold Storage Unit as specified in the Annex Technical Specifications
- Supervision and support during the installation process with specialized staff on the field (1 supervisor, 1 expert in cooling systems)
- Extraordinary maintenance during the warranty period and after-sale service

The place of acceptance of the supplies shall be Sudan, the time limits for delivery shall be 30 days and the Incoterm applicable shall be [DAP]¹. The implementation period of tasks shall run from 06.11.2019 to 05.12.2019 December with delivery of the supply set no later than 15.12.2019

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

1.3 The supplies which form the offer must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over a period of 1 Year, as specified in the instructions to tenderers.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be **229,619,00 EUR** (Duecentodicinnoventamila eicentodiciannove/00 EUR)

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II)

¹ DAP (Delivered At Place) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>



- the technical offer (Annex III)
- the budget breakdown (Annex IV);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

Article 5 Other specific conditions applying to the contract

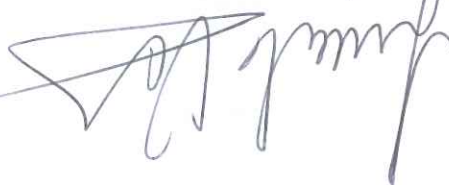
The following conditions to the contract shall apply: Articles 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 24, 25, 26, 32, 33, 40, 44.

Done in English in two originals, one original being for AICS and one original being for the Contractor.

For the contractor

Name: ODDINO LUSENTI

Title: Chairperson

Signature: 

Date: 10/07/2020

VERCOS FRIGO s.r.l.
Via Kennedy n. 82/A
Tel. 0522 619150 r.a. - Fax 0522 614983
42036 - FELINA (Reggio Emilia)
Cod. Fisc. e P. IVA 00619440357

For the contracting authority

Name: Vincenzo Raccaluto

Title: AICS Khartoum
Head Of Office

Signature: 

Date: 10.12.2019



SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Indicate here the contact persons, addresses of the parties and their contact details the documents to provide and the procedure to be used by the Parties for communication.

AICS Khartoum Contact Person

Name **Daniele Manieri**

Tel Italy +393391951586

Tel Sudan +249(0)963308774

Email address **daniele.manieri@aics.gov.it**

AICS Khartoum Technical Advisor

Name **Giaanni Sperandei**

Tel Italy +393932624568

Tel Sudan +249(0)962605727

Email address **giaanni.sperandei@coopitsudan.org**

4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 6 Subcontracting

- 6.3 Subcontract is allowed up to an amount of 20% of the total contract amount.

Article 7 Supply of documents

The contract must provide documentation proving the conformity of the supply with the Annex Technical. Documentation must be complete and clear reporting if needed drawings, manual and certificates demonstrating the fulfilment of the technical requirements.

Article 8 Assistance with local regulations

The contractor will send the Supply to the address reference communicated by the contracting authority, custom clearance will be externalized to a local partner, and the contractor must provide full support during the procedure.

Article 9 General obligations

- 9.9 The contractor must comply with AICS obligation toward visibility. Any public communication activity related to this contract must be previously authorized and follow the specific guidelines that will be communicated. The supply will report the official logo duly provided by the contracting authority after the award procedure.

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

- 12.1(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 100% of the contract value.

- 12.1(b) The Contracting authority is liable for any damage to the supplies after DAP in Sudan 12.2(a), paragraph 1

By derogation from Article 12.2(a), paragraph 1, of the general conditions, during the implementation period, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the

contracting authority has given its express written consent on a specific insurance company.

12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions it is mandatory during the whole implementation that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

12.2(b), paragraph 2 **DAP - Delivered At Place:** Incoterm whereby the buyer bears all risks and costs of import clearance:

'the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place', including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 Programme of implementation of the tasks, with dates and deadlines must be submitted upon request of the contract authority after the award procedure.

Article 14 Contractor's drawings

14.1 Drawings of the cool storage with technical specifications

Article 15 Sufficiency of tender prices

15.1 The contractor shall be deemed to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies and connected services.

Article 16 Tax and customs arrangements

16.1 Delivery conditions are DAP

Article 18 Commencement order

18.1 Implementation of the tasks is to commence at the signature of the contract

Article 19 Period of implementation of the tasks

19.1 The implementation period(s) of the tasks is 30 calendar days from the signature of the contract

Article 24 Quality of supplies

24.2 A preliminary technical acceptance is required when the supply is ready for the expedition

¹ Idem.

Article 26 General principles for payments

26.1 Payments shall be made in EUR into the bank account notified by the contracting authority to the contracting authority.

Payments shall be authorised and made by the contracting authority as follows

40% Upon receiving of Pre-financing electronic invoice

60% After final acceptance, installation, testing and final clearance.

The contractor is bound as well to follow the requirements for the procedure "Fatturazione Elettronica".

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

- a) For the 40% pre-financing, upon receiving of Pre-financing electronic invoice
- b) For the 60% balance, the electronic invoice together with the final clearance for the supply.

Article 32 Warranty obligations

32.7 The warranty must remain valid for at least 2 years after provisional acceptance if not differently indicated differently in the specific item.

Article 33 After-sales service

33.1 After sales services must be provided according to the type of services required and according to the specific needs of each item provided.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Rome in accordance with the national legislation of the State of the Contracting Authority.40.4

Article 44 Data protection

44.1 Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

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