



Strengthening resilience for refugees, IDPs
and host communities in Eastern Sudan
ABAC Reference: T05-EUTF-HOA-SDN-13-01
CUP J89D16003130006

SUPPLY CONTRACT

UNION EXTERNAL ACTIONS

REF.: SDN13 – CUP J89D16003130006 – CIG. Z1C31738C8 – LOT 1

FINANCED FROM THE EU TRUST FUND

Italian Agency for Development Cooperation (AICS) Khartoum Office, Street 33, Amarat,
Khartoum – Sudan on behalf of and for the account of the government of Italy
(‘The contracting authority’),

of the one part,

and

Binzahar Trading and Investment Co. Ltd.

registration number: 48604

address: Arkawet, Obeid Khatim Street

Block 56, House 72, 1ST. Floor

Khartoum, Sudan

VAT number: 110019121400

(‘the contractor’)

of the other part,

have agreed as follows:

CONTRACT TITLE

Supply of Hospital Furniture and Biomedical Equipment for General Ward and
Delivery Unit of Saudi Maternity Hospital in Kassala – SUDAN

LOT 1 – FURNITURE

Identification number Z1C31738C8 – LOT 1



Project funded by the EU implemented by AICS



Article 1 Subject

1.1 The subject of the contract shall be:

Supply, delivery, unloading, siting and installation, commissioning, maintenance, after-sales service of the following supplies:

FURNITURE (LOT 1)

	Item	QTY
1	Archive with locker	2
2	Bed, delivery, w accessories	16
3	Bed, ward, General Medicine, w/mattress	90
4	Cabinet, Ambulatory	7
5	Cabinet, Bedside	106
6	Chair, Hospital	2
7	Chair, Office	4
8	Clock, wall mounted	3
9	Couch, Lounge three seats	1
10	Cradle, neonatal	22
11	Cupboard	2
12	Desk, Writing, Ambulatory	4
13	Folding screen room dividers	45
14	IV Pole, stand	10
15	Shelves, modular, Inox	3
16	Steps	2
17	Table, Delivery w/accessories	6
18	Trolley, Emergency	2
19	Trolley, Inox, Operating Room	7
20	Trolley, Medication	5

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 [subject of the contract 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 contract amount is **EUR 105.154,47**

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 offer (Annex III);
- the budget breakdown (Annex IV);
- [specified forms and other relevant documents (Annex V)];

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.

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

For the contractor

Name: **Ieman Abdalla**

Title: **General Manager**

Signature: 


Date: **20.09.21**



For the contracting authority

Name: Michele Morana

Title: Head of AICS Khartoum

Signature: 

Date: **29/09/2021**



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 authorization of the appropriate Commission/AICS 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 Any Communications about the contract by the contractor to the Contracting Authority will be in writing and addressed to the attention of **Procurement Office** indicating the contract reference number; a scanned copy will be sent to the following email address procurement.sudan@aics.gov.it

Contractor:

Binzahar Trading and Investment Co. Ltd.

address: Arkawet, Obeid Khatim Street Block 56, House 72, 1ST. Floor
Khartoum, Sudan

Email address: lemanbinzahar@gmail.com

Tel. +249912279636

Article 6 Subcontracting

- 6.3 When selecting subcontractors, the contractor must give preference to natural persons or companies from SUDAN States capable of implementing the tasks required on similar terms.

Article 7 Supply of documents

- 7.1 The Contractor takes full responsibility of the implementation of tasks in order to successfully achieve the scope of the contract. So, he could decide to perform a sites survey before the effectiveness of the contract. The Contractor will submit a final plan of activities agreed with the Contracting Authority, stamped and signed by the legal representative. The final activity plan will indicate the human resources and all the other means intended to use. This plan must take into account the operational needs of the Health Facilities where equipment and services are delivered and minimize any inconvenience arising from the execution of the contract. The activity plan should also put in evidence any civil works to be performed by the Health Facilities before the delivery of the equipment. Any needed civil works that are not mentioned in the activity plan and agreed with the Contracting Authority will be at charge of the Contractor without any reimbursement.

- 7.2 The Contracting Authority shall approve the activity plan after its submission for



may propose modifications. If the Contracting Authority will not respond, the activity plan will be considered approved by silent consent. In the event of request of modification, the contractor could propose modifications to the activity plan. If modifications will not be submitted for approval, the Contractor may incur in the sanctions as provided for in the following Article 21 – Delays in implementation of the tasks and also in the contract General Conditions.

Article 8 Assistance with local regulations

- 8.1 The Visa, for a period of 90 days can be obtained at immigration offices at borders of the country under payment of the fees settled by the Sudan Government.
- 8.2 The Contracting Authority will take all the necessary steps to provide the Contractor with all the necessary documents for the tax exemption and custom clearance

Article 9 General obligations

- 9.1 The contractor shall take the necessary measures to ensure the visibility of the Italian Cooperation Financing. These measures must comply with the requirements settled down in the article 29.5

Article 10 Origin

- 10.1 All goods purchased must originate from any country. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured. 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 10 % of the total contract price, including any amounts stipulated in addenda to the contract.
- 11.7 The performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Article 12 Liabilities and insurance

- 12.1 All risks insurance: Subject: "warehouse to warehouse"; Amount: 110% of DDP (Delivery Duties Paid– Incoterms 2020) value in Euro must be included in the DDP prices. Insured parties: Insurance should be made in the name of the Contracting Authority. Coverage period: From the date of commencement of activities to date of provisional acceptance.

Article 13 Programme of implementation of tasks

- 13.2 Within 10 days from the notification signature of the contract the contractor will send to the Contracting Authority a timetable of activities to come, with indication of duration, date, means and units of Human resources appointed to undertake the task. The Project Manager will approve by AICS the Programme of Implementation of tasks.

Article 14 Contractor's drawings

- 14.1 The Contractor will provide the final user with a complete set of technical drawings for installation, including the electrical drawings of every component with service manual in English language.

Article 15 Sufficiency of tender prices

- 15.1 No revision of tender prices is allowed and the Contractor is deemed to have evaluated with diligence every cost component arising from the implementation of contract tasks.

Article 16 Tax and customs arrangements

- 16.1 Delivery conditions are DDP incoterms 2020.

Article 17 Patents and licences

- 17.1 All Licence for software utilization and updates have to be in the name of the final User.

Article 18 Commencement order

- 18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

- 19.1 The period of implementation of task is 45 days from the commencement date.

Article 21 Delays of implementation of the tasks

- 21.4 If the authorized local service in charge of the after-sale and maintenance service does not provide the service according to the deadline established in the Technical Specifications, it will be subject to penalties. This penalty for such delay is set to 50 Euro per day and up to a maximum of 1 % of the value of the contract. The amount corresponding of the total delays will be deducted from the Performance Guarantee or any other payment due to the contractor.

Article 24 Qualities of Supplies

- 24.4 The supplies shall have valid FDA approval, CE marked and shall be compliant with IEC 60601 last revision standard, IEC 61010-1 EU Directive 93/42/CEE MDD where expressly indicated in the technical Specification form.
- 24.5 The Tenderer shall warrant that all supplies have no defect arising from design, materials or workmanship.
- 24.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

Article 25 Inspection and testing

- 25.2 The place to inspect and test the goods will be the place of final destination at the presence of the final user, the donor and the contractor representatives.



- 25.4 The Contractor shall test, calibrate and commission the goods, in presence of the Contracting Authority, as appropriate and in such way that, upon installation completion, they are fully operational and ready for use.
- 25.9 the Contractor shall cover all official testing and commissioning procedure costs including costs for instrumentation and materials.
- 25.10 Only specialized and qualified personnel by the contractor will install and test the supplies.
- 25.11 The contractor will submit to the Contracting Authority and the final user the complete set of reports of installation.

Article 26 General principles for payments

- 26.1 Payments shall be made in euros. Pre-financing is applicable to this contract. Payments shall be authorised by AICS Khartoum Office and made by AICS Central Office.
- 26.3 The final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.
- 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, the pre-financing guarantee.
 - b) For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.
- 26.9 The contract does not include price revision.

Article 29 Delivery

- 29.1 The Contractor shall bear all risks relating to the goods until final acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination
- 29.3 The packaging shall remain the property of the contractor subject to environmental considerations.
- 29.4 The Supplier shall mail to the Contracting Authority, with a copy to the Insurance Company all the documents necessary to the delivery of the goods (the list of these documents will be defined at the moment of the contract signature).
- 29.5 Sticker with the Logo of the Donor (see Pattern – Dimension of minimum 20 cm – lower side or if rounded consider the radius) must be placed on each package of the items described in Article 1.1 of the Instruction to the Tenderers, with the words: Grant of AICS.

Article 30 - Verification operations

- 30.6 The Contractor will provide reconstruction of the whole floors, walls, finishing and any other damage or need for adaptation/repair of the rooms/building. This means, but it is not limited to, also the fixed furniture and finishing and the installations (including electrical power, data network, medical gases, air

conditioning, water supply and drainage, etc.) possibly affected by the supply, as well as all other damages caused during the installation works.

- 30.7 Any damage to hospital structures, finishing or installations caused by the supplier/installer shall be repaired by the supplier/installer within 2 weeks using the same construction materials of the damaged areas and restoring all the previous services with the same supply quality.
- 30.8 The Contractors shall install, put in perfect operating conditions and ready to use the offered medical equipment, including the calibration of the systems to ensure the best digital images quality.
- 30.9 The Contractor shall perform on the contract with due care and diligence, providing for the delivery, assembly, testing and start-up of the equipment, including correction of any defects. The Contractor must have skilled manpower equipped with appropriate tools to properly execute the contract.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

- 31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:
- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

- 32.2. Unlimited *On demand* interventions shall be included for any defect covered by the warranty according to the Technical Specification in Annex II. The interventions will include spare parts.
- 32.10 Spare parts, consumables and maintenance services Availability of spare parts, consumables and maintenance services must be guaranteed for not less than 10 years from the date of signature of the contract.

Article 33 After-sales service

- 33.2 The Contractor shall provide, for all the articles supplied, the provision of reliable and regular aftersales and maintenance service at the place of installation, guaranteeing repair of the goods supplies during 12 months period after Provisional Acceptance.
- 33.3 This service has to be conducted according to the requirements indicated in Annex II and III. Such service will make available timely the necessary spare parts, reagents and consumables through a commercial relationship with the



producer.

- 33.4 Except for what differently provided in the technical specifications (annex II to the contract), the after sales service is comprehensive of 2 mandatory interventions per year. After Sale service shall include regular preventive maintenance/safety and functionality checks / QA as per Manufacturer's recommendations

Article 40 Settlement of disputes

- 40.1 Any disputes arising out of or relating to this contract, which cannot be settled, otherwise shall be referred to the exclusive jurisdiction of Italy in accordance with the national legislation of the state of the contracting authority.

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.
- 44.2 To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹ and as detailed in the specific privacy statement published at ePRAG.

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¹ OJ L 205 of 21.11.2018, p. 39

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PRELIMINARY PROVISIONS

Article 1 - Definitions

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.
- 1.4. The definitions of the terms used throughout these general conditions are laid down in the 'Glossary of terms', Annex A1a to the practical guide, which forms an integral part of the contract.

Article 2 - Language of the contract

- 2.1. The language of the contract and of all communications between the contractor, contracting authority and project manager or their representatives shall be as stated in the special conditions.

Article 3 - Order of precedence of contract documents

- 3.1. The order of precedence of the contract documents shall be stated in the contract.

Article 4 - Communications

- 4.1. Any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the appropriate addresses designated by the parties for that purpose in the special conditions.
- 4.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 4.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words 'notify', 'consent', 'certify', 'approve' or 'decide' shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 4.4. Any oral instructions or orders shall be confirmed in writing.

Article 5 - Assignment

- 5.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 5.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
 - b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 5.3. For the purpose of Article 5.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.
- 5.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.
- 5.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

Article 6 - Subcontracting

- 6.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 6.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 6.3. Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 6.4. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 6.5. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the contractor, its agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the contractor of any of its obligations under the contract.
- 6.6. If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the contractor in respect of the supplies provided by the subcontractor, the contractor must, at any time after the

- 9.b.2 The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.
- 9.b.3 The contractor shall refrain from any contact which would compromise its independence or that of its personnel.
- 9.b.4 The contractor shall limit its role in connection with the project to the provision of the supplies described in the contract.
- 9.b.5 The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stage of the project does not constitute unfair competition, he may participate, subject to prior approval of the contracting authority.

Article 10 - Origin

- 10.1. All goods shall have their origin in any eligible source country as defined in the instructions to tenderers and the special conditions.
- 10.2. The contractor must certify that the goods tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.
- 10.3. The contractor shall document the origin at the time of provisional acceptance. Failure to comply with this obligation may lead, after formal notice, to termination of the contract and/or suspension of payment.

Article 11 - Performance guarantee

- 11.1. The contractor shall, together with the return of the countersigned contract, furnish to the contracting authority with a guarantee for the full and proper execution of the contract. ~~The amount of the guarantee shall be as specified in the special conditions. It shall be in the range of 5 and 10% of the total contract price, including any amounts stipulated in addenda to the contract.~~
- 11.2. The performance guarantee shall be held against payment to the contracting authority for any loss resulting from the contractor's failure to perform its contractual obligations under the contract.
- 11.3. The performance guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority.
- 11.4. The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the contractor prior to the provision of

the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

- 11.5. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, the guarantee shall be replaced. The contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 11.6. The contracting authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the contracting authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the contracting authority shall notify the contractor stating the nature of the default in respect of which the claim is to be made.
- 11.7. Unless the special conditions provide otherwise, the performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Article 12 - Liabilities and insurance

12.1. Liabilities

The liability rules described below are without prejudice to the possible application of international conventions on the carriage of goods.

a) Liability for damage to supplies

Without prejudice to Article 32 (warranty obligations) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen in Article 34.

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 one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

b) Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

c) Contractor's liability in respect of third parties

The contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of its duties.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defence incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

The contractor shall treat all claims in close consultation with the contracting authority

Any settlement or agreement settling a claim requires the prior express consent of the contracting authority and the contractor.

12.2. Insurance

a) Insurance – general issues

At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, 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.

At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any

manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.

The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.

The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.

The contractor shall ensure that its staff, its subcontractors and any person for which the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.

b) Insurance – Specific issues

The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.1 'Liabilities'. The contractor shall in particular subscribe a products and after delivery insurance.

Depending on the nature of the contractor's obligations, the contracting authority may require that the carriage of supplies be covered by a 'transportation' insurance policy; the conditions of which may be specified in the special conditions, which may also specify other types of insurance to be taken out by the contractor. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the contract.

Article 13 - Programme of implementation of the tasks

13.1. If the special conditions so require, the contractor shall submit a programme of implementation of the tasks for the approval of the project manager. The programme shall contain at least the following:

- a) the order in which the contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
- b) the time limits within which submission and approval of the drawings are required;

claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

- 17.2. All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contractor, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contractor but the contracting authority shall have an irrevocable, royalty-free, non-exclusive licence of the above-mentioned rights for the purpose of the contract.

Such licence shall carry the right to grant sub-licences and shall be transferable by the contracting authority to third parties without the consent of the contractor being required.

All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contracting authority, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contracting authority but the contractor shall have the right at its cost to copy, use and obtain communication of these documents for the purpose of the contract.

Upon and notwithstanding any termination of the contract howsoever arising, as well as after completion of the tasks, the contracting authority shall continue to have the benefit of the licence referred to in Article 17.2, first paragraph.

IMPLEMENTATION OF THE TASKS AND DELAYS

Article 18 - Commencement order

- 18.1. Subject to the special conditions, the contracting authority shall fix the date on which implementation of the tasks is to commence and advise the contractor thereof either in the notification of award of the contract or by administrative order.
- 18.2. Save where the parties agree otherwise, implementation of the tasks shall begin no later than 90 days following notification of award of contract. Unless this delay results from the contractor default, after that date the contractor shall be entitled not to implement the contract and to obtain its termination and/or compensation for the damage it has suffered. The contractor shall forfeit this right unless it exercises it within 30 days of the expiry of the 90-day period.

Article 19 - Period of implementation of the tasks

- 19.1. The period of implementation of tasks shall commence on the date fixed in accordance with Article 18 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted under Article 20.
- 19.2. If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one contractor is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots shall not be accumulated.

Article 20 - Extension of period of implementation of the tasks

- 20.1. The contractor may request an extension to the period of implementation of the tasks if it is or will be delayed in completing the contract by any of the following reasons:
- a) exceptional weather conditions in the country of the contracting authority which may affect installation or erection of the supplies;
 - b) artificial obstructions or physical conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by an experienced contractor;
 - c) administrative orders affecting the date of completion other than those arising from the contractor's default;
 - d) failure of the contracting authority to fulfil its obligations under the contract;
 - e) any suspension of the delivery and/or installation of the supplies which is not due to the contractor's default;
 - f) force majeure;
 - g) extra or additional supplies ordered by the contracting authority;
 - h) any other causes referred to in these general conditions which are not due to the contractor's default.
- 20.2. If the contractor considers himself to be entitled to any extension of the period of implementation under the contract, the contractor shall
- a) give notice to the project manager of its intention to make such a request no later than 15 days after the contractor became aware, or should have become aware of the event or circumstance giving rise to the request.
 - b) If the contractor fails to give notice of a request for extension of the period of implementation within such period of 15 days, the period of implementation shall not be extended and the contracting authority shall be discharged from all liability in connection with the request; and
 - c) submit to the project manager full and detailed particulars of the request, within 30 days from the above notification unless otherwise agreed between the contractor and the supervisor, in order that such request may be investigated at the time.
- 20.3. Within 30 days from the receipt of the contractor's detailed particulars of the request, the project manager shall in agreement with the contracting authority, by notice to the contractor, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the contractor that it is not entitled to an extension.

Article 21 - Delays in implementation of the tasks

- 21.1. If the contractor fails to deliver any or all of the goods or perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total contract price.

Article 23 - Suspension

23.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

23.2. Suspension in the event of presumed breach of obligations or irregularities or fraud:

The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.

23.3. During the period of suspension, the contractor shall protect and secure the supplies affected at the contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the project manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the project manager.

23.4. Additional expenses incurred in connection with such protective measures may be added to the total contract price, unless:

- a) otherwise provided for in the contract; or
- b) such suspension is necessary by reason of some breach or default of the contractor; or
- c) such suspension is necessary by reason of normal climatic conditions at the place of acceptance; or
- d) such suspension is necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the project manager or the contracting authority or
- e) the presumed breach of obligations or irregularities or fraud mentioned in article 23.2 are confirmed and attributable to the contractor.

23.5. The contractor shall only be entitled to such additions to the total contract price if it notifies the project manager, within 30 days after receipt of the order to suspend the contract, of its intention to claim them.

23.6. The contracting authority, after consulting the contractor, shall determine such additions to the total contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority, be fair and reasonable.

23.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 180 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

MATERIALS AND WORKMANSHIP

Article 24 - Quality of supplies

- 24.1. The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which shall be held at the disposal of the contracting authority or the project manager for the purposes of identification throughout the period of execution.
- 24.2. Any preliminary technical acceptance stipulated in the special conditions shall be the subject of a request sent by the contractor to the project manager. The request shall indicate the reference to the contract, specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the project manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.
- 24.3. Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the contractor. The contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the project manager.

Article 25 - Inspection and testing

- 25.1. The contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the project manager to proceed with acceptance of the supplies. The contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.
- 25.2. The project manager shall be entitled to inspect, examine measure and test the ~~components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the special conditions.~~
- 25.3. For the purposes of such tests and inspections, the contractor shall:
- a) provide the project manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
 - b) agree, with the project manager, on the time and place for tests;
 - c) provide access to the project manager at all reasonable times to the place where the tests are to be carried out.

- 25.4. If the project manager is not present on the date agreed for tests, the contractor may, unless otherwise instructed by the project manager, proceed with the tests, which shall be deemed to have been made in the project manager's presence. The contractor shall immediately send duly certified copies of the test results to the project manager, who shall, if it has not attended the test, be bound by the test results.
- 25.5. When components and materials have passed the above-mentioned tests, the project manager shall notify the contractor or endorse the contractor's certificate to that effect.
- 25.6. If the project manager and the contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The project manager or the contractor may require such tests to be repeated on the same terms and conditions or, if either party so requests, by an expert selected by common consent. All test reports shall be submitted to the project manager, who shall communicate the results of these tests without delay to the contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the party whose views are proved wrong by the retesting.
- 25.7. In the performance of their duties, the project manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 26 - General principles

- 26.1. Payments shall be made in euro or national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing and final payments made in accordance with the general conditions.
- 26.2. Payments due by the contracting authority shall be made to the bank account mentioned on the financial identification form completed by the contractor. The same form, annexed to the invoice, must be used to report changes of bank account.
- 26.3. Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the contracting authority. The invoice shall not be admissible if one or more essential requirements are not met. Final payment shall be made within 60 days from the date on which an invoice is registered by the contracting authority, together with the request for provisional acceptance as per article 31.2. The date of payment shall be the date on which the paying account is debited.
- 26.4. The period referred to in article 26.3 may be suspended by notifying the contractor that the invoice cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up invoice is registered.

26.5. The payments shall be made as follows:

- a) 40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the special conditions. The pre-financing guarantee shall be provided to the contracting authority following the procedure foreseen for the performance guarantee in accordance with Article 11.3-5, and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body, the obligation for a pre-financing guarantee may be waived depending on a risk assessment made;
- b) 60% of the total contract price, as payment of the balance, after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance;

26.6. Where only part of the supplies has been delivered, the 60% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

26.7. For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing and final payments are subject, shall be as stated in the special conditions.

26.8. The payment obligations of the AICS Khartoum under this contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.

26.9. Unless otherwise stipulated in the special conditions, the contract shall be at fixed prices, which shall not be revised.

26.10. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the contractor fail to make repayment within the above deadline, the contracting authority may (unless the contractor is a government department or public body of a Member State of the European Union) increase the amounts due by adding interest:

- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the parties' right to agree on payment in instalments. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

Without prejudice to the prerogative of the contracting authority, if necessary, the AICS Khartoum may as donor proceed itself to the recovery by any means.

- 26.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.
- 26.12. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice.
- 26.13. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 23.2 and to terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.

Article 27 - Payment to third parties

- 27.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The assignment shall be notified to the contracting authority.
- 27.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.
- 27.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in Article 26, the contracting authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

Article 28 - Delayed payments

- 28.1. The contracting authority shall pay the contractor sums due in accordance with Article 26.3.
- 28.2. Once the time-limit referred to in Article 26.3 has expired, the contractor – unless the contractor is a government department or public body in European Union Member State – shall, within two months of receipt of the late payment, receive default interest:
 - at the rediscount rate applied by the central bank of the partner country if payments are in the currency of that country ;
 - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest shall be payable for the time elapsed between the expiry of the payment

deadline and the date on which the contracting authority's account is debited. However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

- 28.3. Any default in payment of more than 90 days from the expiry of the period laid down in Article 26.3 shall entitle the contractor either not to perform the contract or to terminate it, according to Article 37.

ACCEPTANCE AND MAINTENANCE

Article 29 - Delivery

- 29.1. The contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the contractor until their final acceptance.
- 29.2. The contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.
- 29.3. The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the special conditions, subject to any amendments subsequently ordered by the project manager or the contracting authority.
- 29.4. No supplies shall be shipped or delivered to the place of acceptance until the contractor has received a delivery order from the project manager. The contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.
- 29.5. ~~Each delivery must be accompanied by a statement drawn up by the contractor. This statement shall be as specified in the special conditions.~~
- 29.6. Each package shall be clearly marked in accordance with the special conditions.
- 29.7. Delivery shall be deemed to have been made when there is written evidence available to both parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the special conditions, have been submitted to the contracting authority. Where the supplies are delivered to an establishment of the contracting authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 - Verification operations

- 30.1. The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the contractor. The verifications and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

- 30.2. The project manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:
- a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the project manager, are not in accordance with the contract;
 - b) their replacement with proper and suitable supplies;
 - c) the removal and proper re-installation, notwithstanding any previous test thereof or of any installation which in respect of materials, workmanship or design for which the contractor is responsible, is not, in the opinion of the project manager, in accordance with the contract;
 - d) that any work done or goods supplied or materials used by the contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.
- 30.3. The contractor shall, with all speed and at its own expense, make good the defects so specified. If the contractor does not comply with such order, the contracting authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the contracting authority from any monies due or which may become due to the contractor.
- 30.4. Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the contractor from the place of acceptance, if the project manager so requires, within a period which the project manager shall specify, failing which they shall be removed as of right at the expense and risk of the contractor. Any works incorporating rejected materials shall be rejected.
- 30.5. The provisions of Article 30 shall not affect the right of the contracting authority to claim under Article 21, nor shall it in any way release the contractor from any warranty or other obligations under the contract.

Article 31 - Provisional acceptance

- 31.1. The supplies shall be taken over by the contracting authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.
- 31.2. The contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 30 days of receipt of the contractor's application either:
- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall be considered included in the time limit for payments indicated in Article 26.3, unless otherwise specified in the special conditions.

- 31.3. Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the project manager after consultation, where possible, with the contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.
- 31.4. If the project manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the contractor shall be entitled to apply for separate certificates for each of the lots.
- 31.5. In case of partial delivery, the contracting authority reserves the right to give partial provisional acceptance.
- 31.6. Upon provisional acceptance of the supplies, the contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the contract. It shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.
- 31.7. Immediately after provisional acceptance, the contracting authority may make use of all the supplies delivered.

Article 32 - Warranty obligations

- 32.1. The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the contracting authority.
- 32.2. The contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- a) results from the use of defective materials, faulty workmanship or design of the contractor; and/or
 - b) results from any act or omission of the contractor during the warranty period; and/or
 - c) appears in the course of an inspection made by, or on behalf of, the contracting authority.
- 32.3. The contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the project manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
- 32.4. If any such defect appears or such damage occurs during the warranty period, the contracting authority or the project manager shall notify the contractor. If the contractor

fails to remedy a defect or damage within the time limit stipulated in the notification, the contracting authority may:

- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the contractor's risk and cost, in which case the costs incurred by the contracting authority shall be deducted from monies due to or from guarantees held against the contractor or from both; or
 - b) terminate the contract.
- 32.5. In case of emergency, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the contracting authority or the project manager may have the tasks carried out at the expense of the contractor. The contracting authority or the project manager shall as soon as practicable inform the contractor of the action taken.
- 32.6. The warranty obligations shall be stipulated in the special conditions and technical specifications.
- 32.7. Save where otherwise provided in the special conditions, the duration of the warranty period shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 - After-sales service

- 33.1. An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the special conditions. The contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The special conditions may specify that the contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the contractor:
- a) such spare parts as the contracting authority may choose to purchase from the contractor, it being understood that this choice shall not release the contractor from any warranty obligations under the contract;
 - b) in the event of termination of production of the spare parts, advance notification to the contracting authority to allow it to procure the parts required and, following such termination, provision at no cost to the contracting authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 - Final acceptance

- 34.1. Upon expiry of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the project manager shall issue the contractor a final acceptance certificate and a copy thereof to the contracting authority, stating the date on which the contractor completed its obligations under the contract to the project manager's satisfaction. The final acceptance certificate shall be issued by the project manager within 30 days after the expiration of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the project manager.
- 34.2. The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the project manager.

- 34.3. Notwithstanding the issue of the final acceptance certificate, the contractor and the contracting authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 35 - Breach of contract

- 35.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 35.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
 - b) termination of the contract.
- 35.3. Damages may be either:
- a) general damages; or
 - b) liquidated damages.
- 35.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under Article 35.2, also entitled to the following remedies:
- a) suspension of payments; and/or
 - b) reduction or recovery of payments in proportion to the failure's extent.
- 35.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.
- 35.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

Article 36 - Termination by the contracting authority

- 36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.9, terminate the contract, except as provided for under Article 36.2.
- 36.2. Subject to any other provision of these general conditions, the contracting authority may, by giving seven day notice to the contractor, terminate the contract in any of the following cases where:
- a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
 - b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;

- c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
- d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
- e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under national law or regulations;
- f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
- g) any other legal disability hindering performance of the contract occurs;
- h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- i) the contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;
- k) the contractor, in the performance of another contract financed by the EU budget/EDF funds has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the contracting authority and Italian competent authorities.
- l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- m) the award procedure or the performance of another contract financed by the Italian funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- n) the contractor fails to perform its obligation in accordance with Article 9a and Article 9b;
- o) the contractor fails to comply with its obligation in accordance with Article 10;
- p) the contractor is in breach of the data protection obligations resulting from Article 44 of these general conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to subcontractors.

- 36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.
- 36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5. The project manager shall, as soon as possible after termination, certify the value of the supplies and all sums due to the contractor as at the date of termination.
- 36.6. In the event of termination, the project manager shall, as soon as possible and in the presence of the contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the incidental siting or installation performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the contractor and of monies owed by the contractor to the contracting authority as at the date of termination of the contract.
- 36.7. The contracting authority shall not be obliged to make any further payments to the contractor until the supplies are completed. After the supplies are completed, the contracting authority shall recover from the contractor the extra costs, if any, of providing the supplies, or shall pay any balance still due to the contractor.
- 36.8. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the special conditions.
- 36.9. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.10. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

Article 37 - Termination by the contractor

- 37.1. The contractor may, by giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:
 - fails to pay the contractor the amounts due under any certificate issued by the project manager after the expiry of the time limit stated in Article 28.3; or
 - consistently fails to meet its obligations after repeated reminders; or
 - suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the contractor's breach or default.

- 37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.
- 37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered.

Article 38 - Force majeure

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure* which arises after the date of notification of award or the date when the contract becomes effective
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of the Italian Authority to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding this contract.
- 38.3. Notwithstanding the provisions of Articles 21 and 36, the contractor shall not be liable to forfeiture of its performance guarantee, liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Articles 28 and 37, for the payment of interest on delayed payments, for non-performance or for termination by the contractor for default if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of *force majeure* have occurred which may affect performance of its obligations, it shall promptly notify the other party and the project manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the *force majeure* event. The contractor shall not put into effect alternative means unless directed so to do by the project manager.
- 38.5. If the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other with 30 days' notice to terminate the contract. If, at the expiry of the period of 30 days, the situation of *force majeure* persists, the contract shall be terminated and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

Article 39 - Decease

- 39.1. Where the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract, and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such proposal.
- 39.4. Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

Article 40 - Settlement of disputes

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the Italian Authority/AICS is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

Article 41 - Applicable law

- 41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the Italian Authority, by the applicable European Union law complemented where necessary by the law of Italy.

FINAL PROVISIONS

Article 42 - Administrative sanctions

- 42.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU, may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,
- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
 - b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;
- 42.2. In the situations mentioned in Article 42.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total contract price.
- 42.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.
- 42.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

Article 43 - Verifications, checks and audits by Italian Authority bodies

- 43.1. The contractor shall allow the Italian Authority, the Italian Anti-Fraud Office and the Italian Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, the bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data

be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

- 43.2. Furthermore, the contractor shall allow the Italian Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the Italian and EU legislation for the protection of the financial interests of the Italy against fraud and other irregularities.
- 43.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the Italian Authority, of the Italian Anti-Fraud Office and of the Italian Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the Italian Authority, Italian Anti-Fraud Office and the Italian Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the contractor must inform the contracting authority of their precise location.
- 43.4. The contractor guarantees that the rights of the Italian Authority, of the Italian Anti-Fraud Office and of the Italian Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from Italian funds.
- 43.5. Failure to comply with the obligations set forth in Article 43.1 to 43.4 constitutes a case of serious breach of contract.

Article 44 - Data protection

44.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

44.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 9.7 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

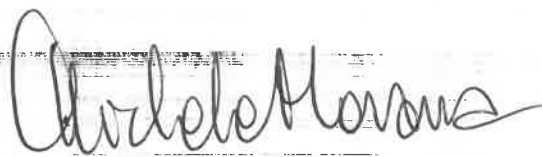
The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 9.10 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 6 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.







ZHANGJIAGANG MEDI MEDICAL EQUIPMENT CO.,LTD

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Brochure

Item no. f1

Item	Model	Description	Photo
Archive with locker	MC-H03	1) Epoxy coated steel structure 2) Dimension: Width 470X Depth 630X Height 1320mm 3) In total 4 drawers, with card holder on each drawer, and inside with hangers for documents, central locker for all the 4 drawers	 



Item F2

Bed, delivery, w
accessories

MC-C13


Overall size
180*80*60-90cm
Height adjustment
60-90cm
Back section
adjustment 0-70°
Loading capacity
170kg
Powder coating
structure
Cushioned with
foam mattress
Leather-covered,
waterproof
Foot section
mattress
removable.
Foot section
mounted on silent
rails sliding under
the mainframe.
Adjustments of the
backrest by
ratchet.
Variable height
adjustable by a
hydraulic pump
from 60 to 90 cm.
Fixing clamp for
anatomical knee
crutches.
Large stainless
steel sliding tray
for liquid collection
under the seat.
Mounted on four
rubber feet or four
mobile castors
Accessories:
1 pair * sholder
support holder
1 pair* leg support
holder(knee
crutch):
Adjustable in
height
1 pair* foot
support
1 pair* waist grab
holder
1pc* lifting pole
1pc* S.S. filth
basin
1pc* S.S. IV rod
1pc* 10cm foam
mattress with
artificial leather
cover



<p>Item f3</p> <p>Bed, ward, General Medicine, w/mattress</p>	<p>YA-M3-4</p>	<p>Dimension: 220 * 95 * 55cm Functions: 1. Backrest angle regulation: 0-65 ° ± 5 ° by ratchet system 2. Trendelenburg and Reverse-trendelenburg regulation: 0-12° ± 52° Frame and Platform: Powder Coated Steel, wire mesh type platform Accessories: Headboard and footboard: Removable, Epoxy coated steel frame with laminated board inner, with patient card holder on the foot board Foot: Four legs covered with rubber feet IV Holder Mosquito net holder on head and foot board Bed pan holder on the foot section With 1pc foam mattress in the thickness of 10cm, with artificial leather cover</p>	
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<p><i>Item no f4</i></p> <p>Cabinet, Ambulatory</p>	<p>YA-DP346C</p>	<p>1) Epoxy powder coated steel sheet frame 2) Dimension: Width800X Depth400X Height1800mm 3) With 2 upper glass doors, interior with 3 adjustable shelves, with key lock system; 4) With 2 lower steel doors, interior with 1 shelf, with key lock system</p>	
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<p><i>Item no. f5</i></p> <p>Cabinet, Bedside</p>	<p>YA-B01</p>	<p>Bedside cabinet: 460*450*780mm Over bed table: 593*380*1110mm</p> <p>Technical parameters: 1.Height of dinning table is adjustable from 780mm to 1110mm 2.The top of dinning table can be tilting, also foldable</p> <p>Structure: Aluminum alloy frame with HPL compact board body One drawer with lock Middle open cabinet One cabinet at bottom Foldable over bed table</p>	
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<p>Item no F6</p> <p>Chair, Hospital</p>	<p>YA-SL01</p>	<p>Aluminum base and chromed steel column Polyurethane back and seat The height of the armrest is adjustable The height of seat adjustable 48-63cm Mounted on 5 mobile castors in diameter of 50mm Seat size: 468*435mm</p>	
<p>Item no F7</p> <p>Chair, Office</p>	<p>YA-SL01</p>	<p>Aluminum base and chromed steel column Polyurethane back and seat The height of the armrest is adjustable The height of seat adjustable 48-63cm Mounted on 5 mobile castors in diameter of 50mm Seat size: 468*435mm</p>	



Item no- f8



<p>Clock, wall mounted</p>	<p>BJX-6858</p>	<p>PVC material Diameter: 305mm With battery</p>	
<p>Item no f9</p> <p>Couch, Lounge three seats</p>	<p>YA-W01-3</p>	<p>Seat&Back: Cold consolidation and foaming molding with high density polyurethane(PU), which with high strength metal frame inside. Armrest&Leg: With cold-roll steel, Metal paint, sprayed with static powder after polishing and antirust treatment. Beam: Using hexagonal metal tube. with strong load-bearing capacity and stability. Dimension: L1760*W540*H870mm</p>	



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Item no. f 11

Cupboard	CSD-C01	<p>AISI304 stainless steel structure 2 Glass doors with central locker Shelves: 1 or 2 Size: 1200 x 500 x 850mm H</p>	
<p>Item no. f 10</p> <p>Cradle, neonatal</p>	YA-B38C (MK-B07)	<p>Overall size 820*500*860mm Trendelenburg 0~15° Caster Dia75mm Stainless steel structure One transparent baby tray, one 5cm mattress, one storage basket at the bottom</p>	





Item no- F12

Desk, Writing, Ambulatory	KCZ202102 19145905	Epoxy coated steel structure Bi-laminated desk top with 3 drawers below 2 Front legs with castors, and 2 Back legs with adjustable feet Size: 1300*750*700mm	
Folding screen room dividers	MK-N01	Epoxy powder coated steel structure, Steel tube in diameter of 22mm Divided into 3 sections Size: H 175 xW210 cms. With vinyl curtain (Blue or White color), flame retardant With 6 mobile castors in diameter of 50mm	



Item no f 14


IV Pole, 2 hooks	MK-IS02	<p>S.S. structure with 4 hooks Base size Diameter 550mm Height adjustment 1200-2000mm Mounted on 5 mobile castors and casters Dia50mm</p>	
Shelves, modular, Inox	YA-DP05B	<p>Epoxy coated steel structure Interior with 4 shelves Size: 100*45*130cm</p>	




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Item no. F16

Steps	YA-SD802	<ul style="list-style-type: none"> •Stainless steel legs •Step platform is made of MDF with anti-slip rubber cover •Dimension: 40*40*42cm 	
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<p>Item no. F17</p> <p>Table, Delivery w/accessories</p>	MC-C13	<p>Overall size 180*80*60-90cm Height adjustment 60-90cm Back section adjustment 0-70° Loading capacity 170kg Powder coating structure Cushioned with foam mattress Leather-covered, waterproof Foot section mattress removable. Foot section mounted on silent rails sliding under the mainframe. Adjustments of the backrest by ratchet. Variable height adjustable by a hydraulic pump from 60 to 90 cm. Fixing clamp for anatomical knee crutches. Large stainless steel sliding tray for liquid collection under the seat. Mounted on four rubber feet or four mobile castors Accessories: 1 pair * sholder support holder 1 pair* leg support holder(knee</p>	
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<p>Item no. f18</p>		<p>crutch): Adjustable in height 1 pair* foot support 1 pair* waist grab holder 1pc*labour bar 1pc* S.S. filth basin 1pc* S.S. IV rod 1pc* 10cm foam mattress with artificial leather cover</p>	
<p>Trolley, Emergency</p>	<p>MK-C01</p>	<p>Dimension: 650*475*1000mm 1. In red color 2. With 5 drawers, and each drawer with 16 divisions 3. With accessories such as: extensive table, defibrillator shelf oxygen tank holder, plug, CPR board, oxygen tank holder, waste containers, disposable bin, I.V. pole with hooks 4. Structure: 4*Aluminum profiled columns, Aluminum&plastic composite board body, S.S. top, Epoxy coated galvanized drawers</p>	



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Item no. f 19

<p>Trolley, Inox, Operating Room, 50 x 70</p>	<p>MK-S05</p>	<p>Main features Manufactured in s.s.frame Fully adjustable headrest Knock down construction With 2 removable shelves Mounted on 4 wheels in diameter of 100mm Size: 900*500*900mm</p>	
<p>Item no. f 20</p> <p>Trolley, Medication</p>	<p>MK-C06</p>	<p>Aluminum body construction with ABS plastic cover Convex top board with stainless steel guard railing for better protection Extended Work Surface, easy for care giver writing 4" swivel caster wheels, two with brake Protective ABS bumpers on each corner 5 drawers 10 compartment tilt bin organizer Catheter box Large utility basket Plastic waste container Size: 650*480*1100mm</p>	

12 months warranty for free, if any parts are broken within 12 months (not by artificial), the parts will be sent to you for free.



Financial Offer

PUBLICATION REFERENCE: Z1C31738C8 / Tender for Maternity Hospital Kassala

Addressed to AICS Office

Khartoum - Sudan

Our Ref.:

PI 20-0911

Invoice Date:

14-Sep-21 ★



Item	Quantity	Manufacturer	Country of Origin	Description	Unit Price EUR	Total Price EUR
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LOT 1 Hospital Furniture

Archive with locker

MC-H031) Epoxy coated steel structure2) Dimension: Width470X Depth630X Height 191.68 383.35

Bed, delivery, w accessories

MC-C13 - Overall size 180*80*60-90cmHeight adjustment 60-90cmBack section adj 1,189.88 19,038.15

Bed, ward, General Medicine, w/mattress

YA-M3-4 Dimension: 220 * 95 * 55cmFunctions:1. Backrest angle regulation: 0-65 ° 444.67 40,020.44

Cabinet, Ambulatory

YA-DP346C 1) Epoxy powder coated steel sheet frame2) Dimension: Width800X Def 196.27 1,373.90

Cabinet, Bedside

YA-B01 Bedside cabinet: 460*450*780mm 162.55 17,229.77

Over bed table: 593*380*1110mm

Technical parameters:

1. Height of dining table is adjustable from 780mm to 1110mm

2. The top of dining table can be tilting, also foldable

Structure:

Aluminum alloy frame with HPL compact board body

One drawer with lock

Middle open cabinet

One cabinet at bottom



Chair, Hospital

YA-SL01 Aluminum base and chromed steel columnPolyurethane back and seatThe f 73.60 147.20

Chair, Office

YA-SL01 Aluminum base and chromed steel columnPolyurethane back and seatThe f 73.60 294.41

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Khartoum - Sudan

Cell. +249 912279636/ +249 912376523

f8	3	Medik	China	Clock, wall mounted BJX-6858 PVC materialDiameter: 305mmWith battery	24.53	73.60
f9	1	Medik	China	Couch, Lounge three seats YA-W01-3 Seat&Back: Cold consolidation and foaming molding with high density pol	395.60	395.60
f10	22	Medik	China	Cradle, neonatal YA-B38C (MK-B07) Overall size 820*500*860mmTrendelenburg 0~15°Caster Dia75i	222.30	4,891.55
f11	2	Medik	China	Cupboard CSD-C01 AISI304 stainless steel structre2 Glass doors with central lokcerShelves:	575.01	1,150.02
f12	4	Medik	China	Desk, Writing, Ambulatory KCZ20210219145905 Epoxy coated steel structureBi-laminated desk top with 3 draw	230.01	920.05
f13	45	Medik	China	Folding screen room dividers MK-N01 Epoxy powder coated steel strucutre, Steel tube in diameter of 22mmDivide	95.08	4,278.44
f14	10	Medik	China	IV Pole, 2 hooks MK-IS02 S.S. structure with 4 hooksBase size Diameter 550mmHeight adjustment 1	33.74	337.42
f15	3	Medik	China	Shelves, modular, Inox YA-DP05B Epoxy coated steel structureInterior with 4 shelvesSize: 100*45*130cm	268.34	805.01
f16	2	Medik	China	Steps YA-SD802 - Stainless steel legs Step platform is made of MDF with anti-slip rubber	38.34	76.68
f17	6	Medik	China	Table, Delivery w/accessories MC-C13 Overall size 180*80*60-90cmHeight adjustment 60-90cmBack section adju:	1,341.69	8,050.11
f18	2	Medik	China	Trolley, Emergency MK-C01 Dimension: 650*475*1000mm	605.68	1,211.36
f19	7	Medik	China	Trolley, Inox, Operating Room, 50 x 70 MK-S05 Main featuresManufactured in s.s.frame Fully adjustable headrestKnock dow	207.00	1,449.01
f20	5	Medik	China	Trolley, Medication MK-C06 Aluminum body construction with ABS plastic coverConvex top board with s	605.68	3,028.40
Total amount excluding V.A.T 17%					€ 105,154.479	



Prices: Are in Euro delivery to your premises in Port Sudan and advance payment.

Delivery: 12 - 14 weeks from order confirmation, and advance payment.

Payment: 40% in advance against L/G and 60% delivery and final acceptance.

Origin: As shown above /item

Warranty: 12 Months from delivery.





PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	BINZAHAR TRADING AND INVESTMENT CO. LTD.		
BUSINESS NAME (if different)			
ABBREVIATION	BINZAHAR		
LEGAL FORM	COMPANY		
ORGANISATION TYPE	FOR PROFIT <input checked="" type="checkbox"/> NON FOR PROFIT <input type="checkbox"/> NGO ② YES <input type="checkbox"/> NO <input type="checkbox"/>		
MAIN REGISTRATION NUMBER ③	48604		
SECONDARY REGISTRATION NUMBER (if applicable)	NOT APPLICABLE		
PLACE OF MAIN REGISTRATION	CITY	KHARTOUM	
	COUNTRY	SUDAN	
DATE OF MAIN REGISTRATION	28 DD	04 MM	2016 YYYY
VAT NUMBER	110019121400		
ADDRESS OF HEAD OFFICE	ARKAWREET, OBEID KHATIM STREET, BLOCK 56, HOUSE 72, 1ST FLOOR KHARTOUM, SUDAN - TEL./FAX: +24983523651		
POSTCODE	11111	P.O. BOX	
		CITY	KHARTOUM
COUNTRY	SUDAN		PHONE
			+249912279636
E-MAIL	iemanbinzahar@gmail.com		

DATE 23/06/2021

SIGNATURE OF AUTHORISED REPRESENTATIVE

STAMP



① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.





FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②	Binzahar Trading and Investment Co. Ltd.		
IBAN/ACCOUNT NUMBER ③	1000523228860002		
CURRENCY	US\$		
BIC/SWIFT CODE	BOKMAEADXXX	BRANCH CODE ④	ALMEEAWI BRANCH
BANK NAME	BANK OF KHARTOUM		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	Gamhoria Street Qaser Street Intersection		
	Fax: +249183798283 - +249183779987		
TOWN/CITY	Khartoum	POSTCODE	1008
COUNTRY	Sudan		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	Binzahar Trading and Investment Co. Ltd.		
STREET & NUMBER	Obeid Khatim Street, Arkawet, Block 56, House 72, 1st Floor		
	Tel/Fax: +249183523651 - Mob. +249912279636		
TOWN/CITY	Khartoum	POSTCODE	11111
COUNTRY	Sudan		

REMARK	
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BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory) 7/09/2021
	SIGNATURE OF ACCOUNT HOLDER (Obligatory) Ieman AbdallaAbdelmotalib

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



شركة التأمينات المتحدة (سودان) المحدودة
THE UNITED INSURANCE CO. (SUDAN) LTD.

PERFORMANCE BOND

TO: ITALIAN AGENCY FOR DEVELOPMENT COOPERATION (AICS)

KHARTOUM OFFICE

Street 33, Amarat, Khartoum – Sudan

Tel: +249 (183) 483466

Email: procurement.sudan@aics.gov.it

'Contracting authority'

Subject: Performance Bond No: PB.21.2021

Performance Bond for the full and proper execution of **REF.: SDN13-CUP J89D16003130006-CIG CONTRACT NO: Z1C31738C8/Lot1** Furniture for General Ward and Delivery Unit of Saudi Maternity Hospital in Kassala – Sudan.

We the undersigned, **The United Insurance Co.(SUDAN) Ltd**, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of **Binzahr Trading and Investment Co. Ltd.**, Located: Arkawet-Block 56, House 72, 1st floor, Obeid Katim, Khema Station), hereinafter referred to as 'the contractor', The amount of this guarantee is **(10,515 € Ten Thousand, Five Hundred And Fifteen Euros As Equivalent To 5,499,245 SDG, Five Million, Four Hundred Ninety Nine Thousand, Two Hundred Forty Five Sudanese Pounds)** representing the performance bond mentioned in Article 11 of the special conditions of the contract **NO: Z1C31738C8/LOT1** concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to perform its contractual obligations fully and properly. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the bond. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will Start From 20.09.2021 To 19.09.2022 and be released within 60 days (*Period included in the Year Validity duration*) of the issue of the final acceptance certificate (*except for such part as may be specified in the special conditions in respect of after sales service*).

The law applicable to this guarantee shall be that of Sudan. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Sudan.

This guarantee shall enter into force and take effect upon its signature.

Done at: The United Insurance Co. (SUDAN) Ltd, 20.09.2021.

Yassir Hassan Shareef

Branch Manager



أمدردمان : شرق شارع الأربعين - جنوب الهيئة القومية للكهرباء، الطابق الأول

الخرطوم . ص . ب 318 - الرمز البريدي 11111 الخرطوم : السودان - شهادة ترخيص رقم 78 - تاريخ إصدار 1969/1/26

البريد الإلكتروني : omdurman@unitedinsurance.ws

الموقع الإلكتروني : www.unitedinsurance.ws

تلفون : +249 187 - 552064 +249 187 - 468728

الخط الساخن : 2980

فاكس : +249 187 - 468727





شركة التأمينات المتحدة (سودان) المحدودة
THE UNITED INSURANCE CO. (SUDAN) LTD.

ADVANCED PAYMENT BOND

TO: ITALIAN AGENCY FOR DEVELOPMENT COOPERATION (AICS)

Khartoum Office

Street 33, Amarat, Khartoum – Sudan

Tel: +249 (183) 483466

Email: procurement.sudan@aics.gov.it

'Contracting authority'

SUBJECT: ADVANCED PAYMENT BOND NO: APB.17.2021

Financing guarantee for the repayment of pre-financing payable under REF.: SDN13-CUP J89D16003130006-CIG CONTRACT NO: Z1C31738C8/Lot1 Furniture for General Ward and Delivery Unit of Saudi Maternity Hospital in Kassala – Sudan.

We, the undersigned, The United Insurance Co.(SUDAN) Ltd , hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of Binzahr Trading and Investment Co. Ltd., Located: Arkawet-Block 56, House 72, 1st floor, Obeid Katim, Khema Station, hereinafter referred to as 'the contractor', the payment to the contracting authority of (42,062 € Forty Two Thousand, And Sixty Two Euros As Equivalent To 21,998,426 SDG, Twenty One Million, Nine Hundred Ninety Eight Thousand, Four Hundred Twenty Six Sudanese Pounds) We note that the guarantee will be released 30 days *(Period included in the Year Validity duration)* at the latest after the provisional acceptance of the goods, corresponding to the pre-financing as mentioned in Article 26.1 of the special conditions of the contract NO: Z1C31738C8/Lot1, concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the bond. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the contract.

We note that the guarantee will start From 20.09.2021 To 21.03.2022.

The law applicable to this guarantee shall be that of Sudan. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Sudan.

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at: The United Insurance Co. (SUDAN) Ltd, 20.09.2021.

Yassir Hassan Shareef

Branch Manager



أمدردمان : شرق شارع الأربعين - جنوب الهيئة القومية للكهرباء، الطابق الأول

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