



CONTRACT

**SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS**

No < Z7E361F3A1 >
FINANCED FROM THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION

AICS - Italian Agency for Development Cooperation
Khartoum Office - St. no 33rd Amarat, House no 25 Block 12 K-east
Khartoum, SUDAN

('the contracting authority'),

of the one
part,

and

< Mountain Advanced Business Co LTD

Private Limited Company

56530 Official registration number

Sudan, Khartoum, Riyadh District Omak St. House n.28 Block n.07

300000594834 VAT number,

of the other part,

have agreed as follows:

PROJECT <MAYO UP AID 11813 >
CONTRACT TITLE < Supply of 15 refurbished roll-off waste container >

Identification number < Z7E361F3A1 >

Article 1 Subject

1.1 The subject of the contract shall be:

the supply, of the following supplies: **Supply of 15 refurbished roll-off waste container** dimension 6.2m*2.5m*1.7m

The place of acceptance of the supplies shall be <Khartoum>, the time limits for delivery shall be <40 days from the contract signature date> and the Incoterm applicable shall be [DDP]The implementation period of tasks shall run for 40 days from the date of signature from both parties of the contract.

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

Article 2 Origin

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

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

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be [EUR] 19.350,00 (nineteen thousand three hundred and fifty//00)

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

Article 4 Order of precedence of contract documents

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

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III)
- the budget breakdown (Annex IV);

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

Article 5 Other specific conditions applying to the contract

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

at 

Done in English in [two] originals, one original being for the contracting authority, one original being for the contractor.

For the contractor

Name: *Mohamed EL-Montasir
Amradallah*

Title: *Projects Manger*

Signature:



Date: *15.05.2022*



For the contracting authority

Name: MICHELE MORANA

Title: HEAD OF OFFICE
AICS KHARTOUM

Signature:



Date: *15.05.2022*



SPECIAL CONDITIONS

CONTENTS

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

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1 Contact persons:

For the Contracting Authority

Francesca Nardi – Mayo Up project – AICS Khartoum

AICS - Italian Agency for Development Cooperation

Khartoum Office

Street 33, Amarat – P.O. Box 793

francesca.nardi@aics.gov.it

For the Contractor

Mountain Advanced Business Co LTD

mohamed.awadallah011@gmail.com or info@mep-house.com

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

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



Article 9 General obligations

- 9.9 The 15 roll off container must have the logo printed of the Jabel Awlia Locality – AICS and SDDR. These activities must comply with the rules lay down in the Communication and Visibility Manual for AICS https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en

Article 10 Origin

- 10.1 All goods purchased can originate in any country.

Article 11 Performance guarantee

- 11.1 No performance guarantee is required

Article 12 Liabilities and insurance

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

Article 18 Commencement order

- 18.1 the tasks is to commence the date of signature of the contract by the last party

Article 19 Period of implementation of the tasks

- 19.1 **The implementation period is 40 days from** the date of signature of the contract by the last party

Article 24 Quality of supplies

- 24.2 A preliminary technical acceptance is required

Article 25 Inspection and testing

- 25.2 Goods will be inspected and tested in accordance with Article 25 of the general conditions and the practical arrangements for testing>

Article 26 General principles for payments

- 26.1 Payments shall be made in [euros]

By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required

Payments shall be authorised and made by AICS KHARTOUM OFFICE



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

a) 40% pre-financing at the signature of the contract

By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required

b) 60 % balance by submitting the invoice(s) together with the request for final acceptance of the supplies.

Article 29 Delivery

29.3 The packaging shall remain the property of the contractor subject to environmental considerations

Article 31 Provisional acceptance

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

Article 40 Settlement of disputes

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority;

Article 44 Data protection

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

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