

***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,
INCLUDING ANNEXES***

DRAFT CONTRACT

SUPPLY CONTRACT

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

<Full official name of contractor>
[<Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>]³, (‘the contractor’)

of the other part,

have agreed as follows:

CONTRACT TITLE

Supply of Laboratory Equipment for Kassala Health Citadel - SUDAN

Identification number: 8555646

Lot 1: Ref: **CIG 9220523848**

Lot 2: Ref: **CIG 9220580752**

Lot 3: Ref: **CIG 9220623ACD**

Article 1 Subject

1.1 The subject of the contract shall be:

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

The aim of the turn-key project is the supply of new Laboratory Equipment, tools and consumables for clinical Laboratory of Kassala Health Citadel in SUDAN.

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

lot n° 1: CIG 9220523848 (GENERAL AND IT EQUIPEMENT)

lot n° 2: CIG 9220580752 (LABORATORY EQUIPEMENT)

lot n° 3: CIG 9220623ACD (REFRIGERATORS FOR LABORATORY)

The place of acceptance of the supplies shall be Health, Diagnostic Block, Kassala, SUDAN, the time limits for delivery shall be **120 days** and the Incoterm applicable shall be DDP⁴. The implementation period of tasks shall run after the signature of both parties...

- 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 maximum contract price shall be EUR <insert price>.
- 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 [including clarifications from the tenderer provided during tender evaluation]);
- 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 three originals, two originals being for the AICS and one original being for the contractor.

⁴ DDP (Delivery Duties Paid- Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>)

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date: