

DRAFT CONTRACT

SERVICE CONTRACT

**STRENGTHENING CHILD PROTECTION SYSTEM, INCLUSIVE EDUCATION AND ANTI-VIOLENCE SCHOOL ENVIRONMENT
IN KHARTOUM AND RED SEA STATES
CIG: 9351011A62**

AICS - Italian Agency for Development Cooperation
Khartoum Office
St. no 33rd Amarat, House no 25 Block 12 K-east
Khartoum, SUDAN
represented by Director, Michele Morana
(‘the contracting authority’),

of the one part,

and

.....Full official name of the contractor
.....Legal status/title¹
.....Official registration number²
.....Full official address
.....VAT number,
(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: TADMEEN - AID 11113

CONTRACT TITLE: **Strengthening child protection system, inclusive education and anti-violence school environment in Khartoum and Red Sea States**

Identification number CIG: **9351011A62**

(1) Subject

- 1.1 The subject of this contract is < Strengthening child protection system, inclusive education and anti-violence school environment in Khartoum and Red Sea States> done in Khartoum and Port Sudan States with identification number < CIG: 9351011A62 > (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in [Euro], is a global price contract.

The contract value is Euroall included

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

¹ Where the contracting party is an individual.

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

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

Done in English in two originals, one original for the contracting authority, and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Communications related to this tender:

For the Contracting Authority

Aurora Leo – Program Manager

AICS - Italian Agency for Development Cooperation

Khartoum Office

St. no 33rd Amarat, House no 25 Block 12 K-east

Khartoum, SUDAN

aurora.leo@aics.gov.it

For the Consultant :

.....
.....

2.2 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. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

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 19 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 4 Subcontracting

4.9 Subcontracting is allowed.

Article 7 General obligations

7.8 The contractor will ensure appropriate visibility to the Contracting Authority through the utilization of the Contracting Authority logo (under the approval of the Contract Authority) for any activity related to this contract.

Article 12 - Liabilities

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract Value.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks is **10 (ten) months** from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		EUR
1	Pre-financing	20%
4	First instalment after the approval of the first interim report	35%
6	Second instalment after the approval of the second interim report	35%
10	Balance after the approval of the final report	10%
	Total	100%

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Payments will be made in EUR currency from the AICS Sudanese bank account (Bank of Khartoum) to the tenderer bank account as stated in the "Financial Identification" document.

The transferred amount could be subject to the exchange rate applied by the involved Bank institutions and to the rules applied by the Central Bank of Sudan at the date of the transfer.

Article 30 Financial guarantee

30.1 No derogation from article 30 of the general conditions for pre-financing.

"Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment....."

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be settled, if the parties to the contract so agree, in accordance with the national legislation of the state of the Contracting Authority;

Article 42 Data protection

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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