

VOLUME 2

SECTION 1 CONTRACT FORM

WORKS CONTRACT

CONTRACT CIG 94103090A7

FINANCED FROM AICS AID 11106

Between
AICS Italian Agency for Development Cooperation
Khartoum Office - AID 11106
St. No. 33rd Amarat, House 25 Block 12 K-east
Khartoum, SUDAN
("the contracting Authority")

of the one part,

and

Full official name of contractor
Legal status/title¹
Official registration number²
Full official address
VAT number³,
("the contractor")

of the other part,

have agreed as follows:

PROJECT : *AID 11106 Sostegno al miglioramento della funzionalità e operatività degli ospedali generali di referenza di Port Sudan, Kassala e Gedaref*

CONTRACT TITLE: *K_08 REHABILITATION OF SAUDI MATERNITY HOSPITAL*

Identification number: CIG 94103090A7

Whereas the contracting authority would like the contractor to carry out the following works:

1

Where the contracting party is an individual.

2

Where applicable.

3

Except where the contracting party is not VAT registered.

Functional and structural rehabilitation works of Saudi Maternity Hospital (SMH) within Kassala Health Citadel (KHC)

and has accepted a tender by the contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) the contract,
 - (b) the special conditions,
 - (c) the general conditions,
 - (d) the breakdown of lump-sum price,
 - (e) the technical and/or performance specifications,
 - (f) the design documentation (drawings),
 - (g) the tender,
 - (h) any other documents forming part of the contract.

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. Addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by the contracting authority to the contractor as hereinafter mentioned, the contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
- (4) The contracting authority hereby agrees to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
 - Contract price **EURO**.....

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project.

The following conditions to the contract shall apply:

			Art.
1	Price	Lump sum contract	49
		Prices can not be revised	48
2	Duration	12 (twelve) months implementation of works	34
		Provisional acceptance, after completion of works	60
		Defects liability period up to 90 days, after provisional acceptance	61
		Final acceptance, after expiry of defects liability period	62
3	Delay	0.1% of the contract price for every day of delay	36
4	Supervisor	Arch. Maha Omer Mohamed	5

5	Sub-contracting	Allowed up to 50% of the contract price, with the main Contractor maintaining full responsibility	7
6	Bank guarantees	performance, pre-financing	15, 46, 47
7	Insurances	For damage to 3 rd parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
8	Payments	lump sum advance for 10% of the original contract price, after conclusion of the contract	46
		Interim payment for 20% of the contract price, after completion of 30% of quantities, cf. 49 SC>	49, 50
		Interim payment for 20% of the contract price, after completion of 50% of quantities, cf. 49 SC>	49, 50
		Interim payment for 20% of the contract price, after completion of 75% of quantities, cf. 49 SC>	49, 50
		Interim payment for 20% of the contract price, after completion of 100% of quantities, cf. 49 SC>	49, 50
		Retention money for 10% of the contract price, after signed Final acceptance and final statement of account	47, 49

In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party, namely the contractor.

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

For the contractor		For the contracting authority	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	