



SERVICE CONTRACT_No CIG ZF626DC9C1

**FUNDED BY THE ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL
COOPERATION – DIRECTION GENERAL FOR POLITICAL AFFAIRS AND SECURITY
(DGAP)**

Italian Agency for Development Cooperation (AICS)
Tunis Regional Office
1, rue de Florence, Mutuelleville
1002 - Tunis, Tunisie

(‘the contracting authority’).

of the one part,

and

ELWAFA Service Company
Businessmen & Investors Limited Company
Kazalangs, behind the national Oil Corporation, Tripoli
Registration number 4532658

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT *“Formazione e sviluppo delle capacità dei Funzionari municipali in Libia”, AID
011571/01/1*

CONTRACT TITLE *“HR support for the selection and contract management of local personnel
for the program “Formazione e sviluppo delle capacità dei Funzionari municipali in Libia”, AID
011571/01/1 - Programme Management Unit” - two Lots*

Identification number CIG ZF626DC9C1

(1) Subject

- 1.1 The subject of this contract is "HR support for the selection and contract management of local personnel for the program *"Formazione e sviluppo delle capacità dei Funzionari municipali in Libia"*. AID 011571/01/1 - Programme Management Unit" done in Libya - with identification number **CIG ZF626DC9C1** ('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 EUR 19.500,00 (nineteen thousand five hundred euro)

(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)
- Budget (Annex V);
- Other relevant forms and documents (Annex VI).

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

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



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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 For the Contracting Authority

Italian Agency for Development Cooperation (AICS)
Tunis Regional Office
1, rue de Florence, Mutuelleville
1002 - Tunis, Tunisie
alice.pandolfi@aics.gov.it
laura.liberti@aics.gov.it

For the Contractor

Mr. Khalid Silini,
ELWafa Service Company
Businessmen & Investors Limited Company
Kazalangs, behind the national Oil Corporation, Tripoli


- 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.



For the contractor

Name: **FAVIO CONSOLO**
DIRETTORE AICS TUNISI

Title:

Signature:

Date: **01 FEB 2019**



For the contracting authority

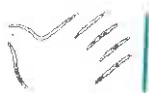
Name: **KHALID SILIM**

Title:

Signature:

Date:

7-02-2019



Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be 01/02/2019.

19.2 The period for implementing the tasks is eleven months from the start date.

Article 20 Amendment to the contract

20.1. Modifications of the contract may not exceed 20% of the total contract amount; the contractor may not refuse the above mentioned modifications; such modifications shall be executed at the same contractual conditions

Article 26 Interim and final reports

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

Article 29 Payment and interest on late payment

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

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 10 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

The above-mentioned payments are only related to the provision of HR services indicated under the contract subject, and not to the travel and subsistence costs eventually incurred by the selected personnel during the implementation of their tasks. In such cases, these costs could be reimbursed upon presentation of supporting evidence.

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.

Article 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Italy applying the national legislation of the contracting authority.

Article 42 Data Protection

- 42.1 The contractor will agree with the data protection policy of the Contracting authority through the signature of a specific information as per Regulation (UE) 2016/679.
- 42.2 The contractor will inform the local personnel about the data protection policy of the Contracting authority through the signature of a specific information as per Regulation (UE) 2016/679.

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