

SERVICE CONTRACT
CIG number Z283191E68

Italian Agency for Development Cooperation - AICS Nairobi Office
(‘The contracting authority’),

of the one part,

and
Saverio Frazzoli
born in Italy Finale Emilia (MO) 28.3.61 with Passport number YB1234903
(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: AID 10834 Fondo Unico di coordinamento – Act no. 24 of 5.5.2020

CONTRACT TITLE: MONITORING ALL AICS PROJECTS IN DRC

(1) Subject

1.1 The subject of this contract is the monitoring all the projects financed by AICS in DRC.
(‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II Terms of Reference - ToR)

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is EUR 13.959,81 euro net of the VAT. The flights shall be charged by the Contracting Authority.

(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 ToR (**Annex II**);
- Organization and Methodology (**Annex III**) **not applicable**;
- CVs of key experts (**Annex IV**) **not applicable**;
- Economic Offer (**Annex V**);
- Other relevant forms and documents:
 - a. Declaration of honor, Single requirements document (**Annex VI_A**);

- b. Privacy statement (**Annex VI_B**);
- c. Declaration on traceability (**Annex VI_C**).

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 or Italian.

(5) Other specific conditions applying to the contract

For the purpose of Article 42 of the General Conditions, on data protection, refer to the **Annex VI_B** "Privacy Statement".

(6) Contractor's obligation to comply with rule of financial flow traceability

The Contractor in signing this service contract is obliged to comply with the rule of financial traceability according to the article 3 of Italian law no. 136 on 13 August 2010 and subsequent amendments. The **Annex VI_C** Declaration on traceability shall be deemed to form and be read as part of this contract

To that end the following Contractor's bank account shall be dedicated to the contract financial management:

Bank account number: IT37K050346675000000000258

Bank name: BPM Banca S. Geminiano e S. Prospero, Agenzia di Finale Emilia, via Trento e Trieste N 4D (41034), Modena

IBAN/SWIFT: BAPPIT21559

Account holder: Saverio Frazzoli

Account holder fiscal code: no applicable

Position: Consultant

VAT code: no applicable

CIG number: **Z283191E68**

The Contractor also declares that the aforementioned bank account is dedicated, even on a non-exclusive basis, to public procurement.

Details to be included in the contractor's invoices:

Details to be included in the contractor's invoices:

- Bank account details

- The Contractor's invoices issued for contract, shall include the CIG number **Z283191E68** and Project Fodno Unico 11834
- The Contractor's invoices header shall be: "AICS Office in Nairobi – United Nations Crescent – Gigiri – P.O. Box 63389 – 00619 Muthaiga (Nairobi)

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

For the contractor

Name: Saverio Frazzoli

Title: Consultant

Signature:



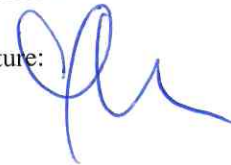
Date:

For the contracting authority

Name: Fabio Melloni

Title: Director

Signature:



Date: 09.09.2021



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 AICS Offices, other clauses can be indicated to cover particular situations.

Article 2 Communications

- 4.1 AICS Nairobi office, UN Crecent Gigiri, Nairobi (Kenya): Davide Bonechi, e-mail; davide.bonechi@aics.gov.it.

Contractor: Saverio Frazzoli, e-mail: saveriofrazzoli@gmail.com

- 4.2 Electronic means above 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.

Article 4 Subcontracting

Subcontracting is not authorized.

Article 7 General obligations

No more general obligation is required

Article 19 Implementation of the tasks and delays

- 19.1 The date of implementation starts shall be September 13, 2021 upon the signature of this contract by both parties.
- 19.2 The period for implementing the tasks is 40 days

Article 26 Interim and final reports

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

Article 27 Approval of reports and documents

- 27.5 The contracting authority shall, within 15 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 15 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:

Global price contract

Month		EUR
1	Initial payment (Inception report or monitoring methodology)	40% of the contract value
3	Final payment (final report)	60% of the contract value
	Total	Total contract value

The payments to the contractor of the amounts due under initial and final payments shall be made within 15 days after receiving by the contracting authority of the receipt and reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

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 (no pre-financing payment)

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Rome, Italy.

Article 43 Further additional clauses

No Further additional clauses

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ADDENDUM NO. 1 TO SERVICE CONTRACT NO. CIG Z283191E68

Italian agency for Development Cooperation in Nairobi – AICS Nairobi

(‘the contracting authority’),

of the one part,

and

Saverio Frazzoli

born in Italy Finale Emilia (MO) 28.3.61 with Passport number YB1234903

(‘the contractor’)

of the other part,

have agreed as follows:

The following provisions of contract CIG Z283191E68 concluded between the contracting authority and the contractor on 9/08/2021 (the ‘contract’) are hereby replaced as follows:

Article 19 Implementation of the tasks and delays

19.2 The period for implementing the tasks is 48 days

All other terms and conditions of the contract remain unchanged. This addendum shall form an integral part of the contract and it shall enter into force on the later date of signature by the parties.

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

For the contractor

Name Saverio Frazzoli

Title Consultant


Signature 

Date 07.10.2021

For the contracting authority

Name Fabio Melloni

Title Director

Signature 

Date 07/10/2021

