



Support Migrants and Host Communities in  
improving access to Safe Water and Sanitation  
– Eastern Sudan  
ABAC Reference: T05-EUTF-HOA-SDN-11-01  
CUP J89D16003140002

**SERVICE CONTRACT**  
**No CIG: 842345896F**

**FINANCED BY EUROPEAN UNION**

Rep.n. 10/2020

**AICS - Italian Agency for Development Cooperation**

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

('the contracting authority'),

and

of the one part,

**Friends of Peace & Development Organization**

St 47, Amarat, Khartoum, Sudan  
PO Box 10346r

('the contractor')

of the other part,

have agreed as follows:

**PROJECT T05-EUTF-HOA-SDN-11-01**

**CONTRACT TITLE**

**Training to Schools and Health Facilities**

**Schools**

- Training (ToT) to local CBOs on: a) School Lead Total Sanitation (SLTS); b) Child Hygiene And Sanitation Training (CHAST); c) Waste collection segregation and disposal; d) Gender and disability inclusion; e) Cost recovery system.
- Training from local CBOs to PTAs on the above mentioned modules.

**Heal Facilities**

- Training of Health Facilities staff on: a) Environmental health and sanitation; b) Infection prevention control; c) Waste collection segregation and disposal; d) Gender and disability inclusion.

**KG\_02 Kassala and Gedaref - Sudan**

**Identification number CIG: 842345896F**



## **(1) Subject**

1.1 The subject of this contract is:

"Training in schools and health facilities.

For schools:

- Training (ToT) to local CBOs and training from CBOs to PTAs on the following subjects: a) School Lead Total Sanitation (SLTS); b) Child Hygiene and Sanitation Training (CHAST); c) Waste collection segregation and disposal; d) Gender and disability inclusion; e) Cost recovery system.

- Training from local CBOs to PTAs on the above mentioned modules.

For health facilities:

- Training of Health Facilities staff on: a) Environmental health and sanitation; b) Infection prevention control; c) Waste collection segregation and disposal; d) Gender and disability inclusion".

Done in Kassala and Gedaref – Sudan, with identification number CIG: 842345896F ("the service").

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 **EURO 49,993.50**.

## **(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 (Annex II)
- the organization and methodology (Annex III);
- 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.

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

**For the contractor**

Name: Babiker Jamel

Title: FPDO-ED

Signature: 

Date: 11-11-2020



**For the contracting authority**

Name: Vincenzo Racalbuto

Title: AICS Khartoum Head of Office

Signature: 

Date: 11-11-2020



## 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 AICS Contact persons:  
Mr. Mohammed AQ  
AICS Sudan – Kassala Office  
E-Mail: mohd.aq@coopitsudan.org  
phone: +249 917680995

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

### Article 4 Subcontracting

4.9 Subcontracting is NOT allowed

### 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 70 working days 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 table:

Month		EURO
1	Pre-financing payment <sup>1</sup>	19,997.40 (40% of the contract value)
2	Balance	29,996.10 (60% of the contract value)
	Total	<b>49,993.50</b> (contract value)

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.

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 ROME applying the national legislation 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.

\* \* \*

<sup>1</sup> The contractor is not obliged to ask for pre-financing.