



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

Rep. 08/2020

REF.: SDN 11 – CUP J89D16003140002 - CIG: Z3A2DDA2B2

FINANCED BY EUROPEAN UNION

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

FRIENDS of PEACE & DEVELOPMENT ORGANIZATION

House n. 32, Block (F)
Street 57, Amarat – Khartoum – Sudan
P.O. Box: 10346
NGO
Official registration number: 1465

('the contractor')

of the one part,

of the other part,

have agreed as follows:

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

CONTRACT TITLE

**Capacity Building for Ministries and Local Authorities in managing WASH and Waste Disposal programs
KG_01 Kassala and Gedaref - Sudan**

Identification number CIG: Z3A2DDA2B2

(1) Subject

- 1.1 The subject of this contract is "Capacity Building for Ministries and Local Authorities in managing WASH and Waste Disposal programs done in Kassala and Gedaref - Sudan with identification number CIG: Z3A2DDA2B2 ('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 **EURO 36,935.53** (thirty-six nine hundred thirty-five/53).

(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 organisation and methodology (Annex III);
- Budget;
- 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: *Babilcar Jamel*

Title: *FPDo-ED*

Signature:



Date:

28-10-2020



For the contracting authority

Name: Vincenzo Racalbuto

Title: Head of Office Khartoum

Signature:



Date: 28/10/2020

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 ¹	14.774.21 (40% of the contract value)
	Balance	22,161.32 (60% of the contract value)
	Total	36.935.53

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.

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¹ The contractor is not obliged to ask for pre-financing.

