



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

WORKS CONTRACT

Rep.n.04/2021

FINANCED FROM THE EUROPEAN UNION

CONTRACT No: CIG ZB63078B12

Between

AICS - Italian Agency for Development Cooperation

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

Khartoum, SUDAN

('The Contracting Authority'),

of the one part,

and

TIHRAGA Engineering for Building Company

Official registration n.: C/15964

Khartoum – Khartoum North-Ingaz St. Khatmia

3/1-Sq4 II floor – Soth Flat

VAT n.: 449

('the contractor')

of the other part,

have agreed as follows:

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

CONTRACT TITLE: **CONSTRUCTION OF SOLID WASTE DISPOSAL AREA AND INCINERATOR IN GIRBA HOSPITAL – GIRBA - KASSALA STATE - SUDAN**

Reference: SDN 11 – CUP: J89D16003140002 – CIG ZB63078B12

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

Construction of solid waste disposal area and incinerator in Girba Hospital in Girba- Kassala State 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 technical and/or performance specifications,
- (e) the design documentation (drawings),
- (f) the breakdown of lump-sum price,
- (g) 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 17,198.78 (Seventeen thousand one hundred ninety-eight/78).**

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.

- (5) The parties agree to the set of rights and obligations described in the attached contractual documents, with the following main characteristics, further detailed in the attachments:

| | | | Contract- article: |
|---|----------|--|-----------------------|
| 1 | Price | Lump sum contract | 49 |
| | | Prices cannot be revised | 48 |
| 2 | Duration | 40 calendar days 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 | Eng. Mohammed Abdul Qayyom | 5 |
| 5 | Bank guarantees | no performance, pre-financing and retention guarantees | 15, 46, 47 |
| 6 | 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 |
| 7 | Payments | lump sum advance for 20% of the original contract price, after conclusion of the contract | 46 |
| | | Interim payment for 35% of the contract price, after completion of 50% of quantities, cf. 49 SC> | 49, 50 |
| | | Interim payment for 35% 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 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

Name: *Khoulid Ali*
 Title: *General Manager*

Signature:

Date: 04/02/2021



For the contracting authority

Name: Vincenzo Racalbuto

Title: AICS Khartoum Head of Office

Signature:

Date: 04/02/2021



SPECIAL CONDITIONS

CONTENTS

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. Other special conditions should be indicated afterwards.

Article 2 Language of the contract

- 2.1 The language used shall be English.
- 2.2 The language of design documents to be provided by the contractor (structural final design) shall be English (art.19.2).

Article 4 Communication

- 4.1 All official communications should be sent from/to Contractor to/from:
Italian Agency for Development Cooperation – SDN13 Program
St. no 33rd Amarat, House no 25 Block 12 K-east
Khartoum, SUDAN
Kind Attention to: Eng. Mohammed Abdul Qayyoun – Civil Works Supervisor
Tel / Fax: +249 917680995
E-mail: mohd.aq@coopit.sudan.it
- 4.2 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.

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 33 of the general conditions to the contract, 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.

Article 5 Supervisor and supervisor's representative

- 5.2 Under this contract, the supervisor does not delegate his duties and authority to a supervisor's representative].
- 5.4 Administrative orders in the form of Site Instructions shall be solely used by the Supervisor to request from the Contractor a specific intervention on site, either in case of No Compliancy to the Contract technical specifications and/or documentation (correction of mistakes, installation of supplies not approved by the Supervisor, discrepancies as regards to the design) or in case of Variation Order.

Article 8 Supply of documents

- 8.1 Within 4 days of the signing of the contract the contracting Authority's will (upon request) provide to contractor an electronic copy of architectural design in DWG format in order to facilitate the preparation of the final structural design by the contractor.

Article 9 Access to the site

- 9.1 The Contractor is obliged to give the Director of AICS Khartoum office and his appointed personnel free access to its sites, factories, workshops, etc., and generally assist the Director or his appointed personnel, like the project Supervisor, in the performance of his duties.



Article 12 General obligations

- 12.9 The Contractor will comply with its obligation toward visibility. These activities must comply with the rules lay down by AICS and instructions received by the site Supervisor.

Article 15 Performance guarantee

- 15.1 By derogation to Article 15 of the general conditions, no performance guarantee is required under this contract.

Article 16 Liabilities and insurance

- 16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.
- 16.1 b) By way of derogation from Article 16.1, b), 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 17 Programme of implementation of tasks

- 17.1 The contractor shall provide the supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the contractor proposes to carry out the works, and shall be based on the tranches foreseen in Article 49.1 of the special conditions.
- 17.2. The supervisor shall return this document to the contractor with any relevant remarks within 10 days of receipt, save where the supervisor, within those 10 days, notifies the contractor of its wish for a meeting in order to discuss the documents submitted.

Article 21 Exceptional risks

- 21.4 No potential exceptional weather conditions are foreseen at the Project's site

Article 34 Period of implementation of tasks

- 34.1 40 calendar days from contract signature.

Article 36 Delays in the implementation of tasks

- 36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10% of the contract price or, if the contract is subdivided into phases, 10% of the price of the phase concerned.

Article 39 Work register

- 39.1 A work register is not required
- 39.2 For lump sum contracts the statements criteria are based on percentage of works made corresponding to a percentage of global price

Article 40 Origin and quality of works and materials

- 40.1 When importing goods, the origin must be pointed out to the project Supervisor and approved by him.
- 40.2 The works and the objects, appliances, equipment or materials used in the construction must comply with:
- (*) the specifications set out in the Design Documents and BoQ where stated.
- 40.3 Preliminary technical acceptance will be implemented upon Site Supervisor request and instruction.

Article 43 Ownership of plant and materials

- 43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.



Article 44: General principles for payments

- 44.1 Payments shall be made in EURO.
- 44.3 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the contractor shall be made within 90 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 90 days, and the final payment to the contractor of the amounts due after the final statement of account issued by the supervisor shall be made within 90 days.]

Article 46 Pre-financing

- 46.1 The only pre-financing granted to the contractor, is the lump sum advance referred to in Article 46.1 (a).
- 46.2 By derogation to Article 46.2 of the general conditions, the lump sum advance referred to in Article 46.1 (a) shall be 20% of the original contract price.
- 46.3(c) By derogation to Article 46.3(c) of the general conditions, no pre-financing guarantee is required.
- 46.8 The tranches laid down in Article 49.1 of these special conditions are determined so that the pre-financing is fully repaid before provisional acceptance.

Article 47 Retention monies

- 47.1 The sum retained to guarantee implementation of the contractor's obligations during the defects liability period is 10% of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum amounts to 10% of the contract price at the moment of the certificate of provisional acceptance.
- 47.2 By derogation to Article 47.2 of the general conditions, the retention sums cannot be substituted by a retention guarantee.

Article 48 Price revision

- 48.1 Prices are fixed and shall not be revised.

Article 49 Measurement

- 49.1 This is a lump-sum contract.
- Under the conditions imposed by the special conditions and general conditions, the amounts due shall be calculated through the following tranches, expressed as percentage of the contract price:

| | Percentage | Nature | Timing |
|----|------------|--------------------------------------|---|
| 1. | 20% | Lump-sum advance of Article 46.1 (a) | After conclusion of the contract |
| 2. | 35% | Interim payment of Article 50 | After completion of 50% of the firm quantities for which the Contractor submitted its all-in price. |
| 3 | 35% | Interim payment of Article 50 | After issuing of the Certificate of provisional acceptance |
| 4 | 10% | Retention money of Article 47 | Within 45 days of the issuing of the signed final statement of account |

Article 50 Interim payments

- 50.7 The interim payments will be paid as determined in Article 49.1 of these special conditions.

Article 61 Defects liability

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur



P



during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

Article 68 Dispute settlement

68.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Sudan.

* * *

