

contraction n. 33/2020
del 22/05/2020

SUPPLY CONTRACT

GIC No 8286676D5A

Agenzia Italiana Cooperazione allo Sviluppo (AICS)
United Nations Crescent
P.O.BOX 63389-00619, Muthaiga - Nairobi
(“The contracting authority”),
(“The contracting authority”).

of the one part,

and

KASHAKAT CONTRACTORS LIMITED
CPR/2015/1749979
Po Box 555, KAPENGURIA
PHONE: 0720063444
EMAIL: ipkemri@gmail.com
VAT NO: P051528966Z

of the other part,

have agreed as follows:

PROJECT < AID 9541: Sviluppo Ecosostenibile dell'irrigazione agricola e della bonifica in Kenya >

CONTRACT TITLE < Emergency food supply in West Pokot >

Ref: CIG: 8286676D5A

Article 1 Subject

1.1 The subject of the contract shall be the supply of the following supplies:

Supply of food aid, one lot comprising:

- 2000 bags of corn (180 MT)
- 280 bags of beans (14 MT); and
- 270 bags of sugar (13.5 MT)

The place of acceptance of the supplies shall be Kapenguria, the time limits for delivery shall be 29/05/2020. The implementation period of tasks shall run from 21/05/2020 to 20/06/2020.



Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be **KSH 12,330,000.00**
- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).
- 3.3 VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from AICS funds.

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II)
- the technical offer (Annex III)
- the Financial offer (Annex IV);
- Performance guarantee (Annex V) **not applicable**;
- Other relevant forms and documents:
 - a. Declaration of honour . Documento Unico dei Requisiti (Annex VI_A)
 - b. Privacy statement (Annex VI_B).

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.

Article 5 Other specific conditions applying to the contract

For the purpose of Article 44 of the General Conditions, on data protection, refer to the Annex VI_B "Privacy Statement"

Article 6. Contractor's obligation to comply with rule of financial flow traceability

The Contractor in signing this supply contract is obliged to comply with the rule of financial traceability according to the article 3 of Italian law no. 134 on 13 August 2010 and subsequent amendments.

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

Bank account number: 1070 2755 49352

Bank name: EQUITY BANK, KAPENGURIA BRANCH

SWIFT: 681070

Account holder: KASHAKAT CONTRACTORS LTD

Account holder fiscal code: PIN no: P051528966Z



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:

VAT code: P051528966Z

CIG number: 8286676D5A

The Contractor's invoices header shall be: Italian Agency for Development Cooperation

The Annex VI_C Declaration on traceability shall be deemed to form and be read as part of this contract.

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

For the contractor

Name: BINAH CHEROTICH NGOROKAMOI

Title: DIRECTOR

Signature: 

Date: 20/05/2020

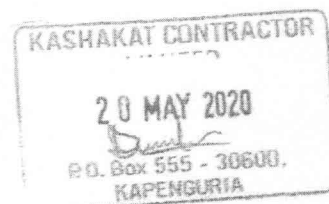
For the contracting authority

Name: Fabio Melloni

Title: Head of Office

Signature: 

Date: 21/05/2020



SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1 AGENZIA ITALIANA COOPERAZIONE ALLO SVILUPPO (AICS)
United Nations Crescent
P.O.Box 63389-00619- Muthaiga, Nairobi
Contact Person : Luigi Luminari, tel : 0712197482
- 4.2 Electronic means 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 use the appropriate electronic exchange system to allow for the e-management of the contract

Article 6 Subcontracting

- 6.3 No sub-contracting allowed

Article 9 General obligations

- 9.9 The visibility measures must comply with the rules laid down in the Communication and visibility of MAE – D.G.C.S.

Article 10 Origin of supplies

- 10.1 Supplies under this contract may originate from any country when the amount to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000

Article 11 Performance guarantee

- 11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

12.1(a) 'By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the value of the contract

Article 18 Commencement order

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

19.1 The implementation period of the tasks will run from 20/05/2020 to 20/06/2020

Article 24 Quality of supplies

24.2 No preliminary technical acceptance is required

Article 26 General principles for payments

26.1 Payments shall be made in [KSH]

Payments shall be authorised and made by < Agenzia Italiana Cooperazione allo Sviluppo (AICS), United Nations Crescent - P.O.BOX 63389-00619, Muthaiga - Nairobi

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

- a) For the 100% balance, the invoice(s) [in triplicate] together with the request for provisional acceptance of the supplies 26.9No price revision clause applies to this contract

Article 28 Delayed payments

28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

29.3 In jute sacks of 90 Kg for supply of corn and beans; in jute sacks of 50kg for sugar. [The packaging shall become the property of the recipient subject to environmental considerations].

29.5/6/7 <Set out requirements as regards documents to accompany each delivery and markings on the packaging>

Article 31 Final acceptance

The certificate of final acceptance must be issued using the template in Annex C11.

Article 33 After-sales service

33.1 No after sale services included

Article 40 Settlement of disputes

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 Nairobi.

Article 44 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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