

Contratto n. 321/2020
del 21.05.2020

**SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS**

GIC No < Z852CCE4B1 >

FINANCED FROM THE

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

of the one part,

and

Biodeal Laboratories Ltd
Old Mombasa Road,
Kyang'ombe, Embakasi,
P.O.Box 32040-00600
Nairobi - Kenya
Tel: 0720333829 / 0734333829
P000604051M ('the contractor')

of the other part,

have agreed as follows:

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

**CONTRACT TITLE < Emergency supply of hand washing disinfectants in West
Pokot >**

Ref: CIG: Z852CCE4B1

Article 1 Subject

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

Hand washing disinfectant (min 70% alcohol), 12,000 bottles of 500ml

The place of acceptance of the supplies shall be <Eldoret>, the time limits for delivery shall be 30/05/2020. The implementation period of tasks shall run from 20/05/2020 to 21/06/2020.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.



BIODEAL LABORATORIES LTD.
P. O. Box 32040 - 00600 TEL: 557808, 536231
NAIROBI
PIN No: P000604051M
VAT No: 0019574N

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 2,999,400.00**
- 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 honor, Single Requirement Document (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: **95900400000104**

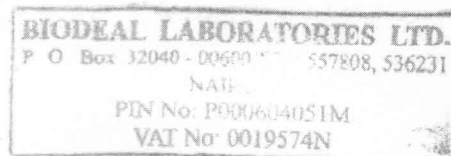
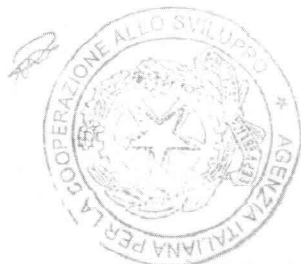
Bank name: **BANK OF BARODA (KENYA) LIMITED**

SWIFT: **BARBKENAXXX**

Account holder: **BIODEAL LABORATORIES LIMITED**

Account holder fiscal code: PIN no.: **1000001001001**

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: P000604051M

CIG number: Z852CCE4B1

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: Mital Shah

Title: Director


Signature: 

Date: 21/5/20

For the contracting authority

Name: Fabio Melloni

Title: Head of Office

Signature: 

Date: 21/5/20



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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.

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PIN No. 04051M
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Article 19 Period of implementation of the tasks

19.1 The implementation period of the tasks will run from 20/05/2020 to 21/06/2020

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 final acceptance of the supplies

26.9 No 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 <Specify any specific packaging requirements>

- 500ML Bottles

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>

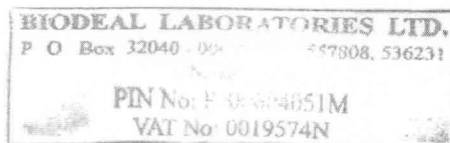
- Invoice
- Delivery Note

Article 31 Provisional acceptance

The certificate of provisional 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

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