



*Agenzia Italiana
per la Cooperazione allo Sviluppo*

NAIROBI OFFICE

SERVICE CONTRACT

CIG number. 8083529328

The Italian Agency for Development Cooperation – Nairobi Office represented by Mr. Fabio Melloni
as the Head of Office

(‘the contracting authority’),

of the one part,

and

FLEXI PERSONNEL LTD,
PIN and VAT NO. P051239911A,
P.O Box 3112-00506,
Nairobi, Kenya

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT “Fondo unico di coordinamento - sede regionale di nairobi AID 11834/01/2”
(Delibera n. 37 del 16 aprile 2019)

CONTRACT TITLE OUTSOURCING OF CLERICAL SERVICES IN NAIROBI

(1) Subject

- 1.1 The subject of this contract is the Outsourcing of Clerical Services done in Nairobi with identification number C.I.G. 8083529328 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Duration of the contract

This contract is for a period of twelve (12) months, from 2nd January 2020 to 31st December 2020, with a possibility of renewal for another twelve (12) months.

(3) Contract value

This contract, established in KES is a global price contract. The contract value is KES 362,951.50
(Three hundred sixty two thousand nine hundred fifty one and fifty cents)

(4) 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 [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (**Annex II**)
- the technical Offer - organisation and methodology [including clarification from the tenderer provided during tender evaluation] (**Annex III**);
- Economic Offer (**Annex V**)
- Other relevant forms and documents (**Annex VI_A, Annex VI_B, Annex VI_C, Annex VI_D**);

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.

(5) 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.

(6) Other specific conditions applying to the contract

For the purpose of Article 42 of the General Conditions, on data protection, refer to the **Annex VI_D "Privacy Information"**.

(7) Contractor's obligation to comply with rule of financial flow traceability

The Contractor in signing this service 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: 01136125023201
Bank name: CO-OPERATIVE BANK OF KENYA
IBAN/SWIFT: KCOOKENA
Account holder: ALICE MUIGAI
Account holder fiscal code: 3112-00506, NAIROBI
Position: MANAGING DIRECTOR

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: 051239911A

CIG number: 8083529328

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

Handwritten signature
MM

The Contractor's invoices issued for contract, shall include the CIG number.


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 for the contracting authority, and one original for the contractor.

For the contractor

Name: ALICE MURGAI

Title: MANAGING DIRECTOR


Signature: For 

Date: 02/01/2020

For the contracting authority

Name: FABIO YELLOU

Title: HEAD OF OFFICE

Signature: 

Date: 02/01/2020

FLEXI PERSONNEL LIMITED
TEL: 0709 661 000
02 JAN 2020
P. O. Box 3112 - 00506,
NAIROBI

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 AICS Offices, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 All communication relating to the contract is to be done through an official letter and the contact persons are as below:

	AICS Nairobi	Flexi Personnel Ltd
Name	Tiziana Cordiani	Alice Muigai
Designation	Administrator	Managing Director
Email	tiziana.cordiani@esteri.it	alice@flexi-personnel.com
Tel:	020 5137200	0709 661000

Article 4 Subcontracting

Subcontracting is not authorized.

Article 7 General obligations

7.8 No general obligations towards visibility.

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 <complete with an amount between the contract value and one million EUR>.]

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be 2nd January 2020.

19.2 The period for implementing the tasks is 12 months from the start date.

Article 26 Interim and final reports

No reports to be provided by the contractor.

Article 28 Expenditure verification

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.



Article 29 Payment and interest on late payment

29.1 Payments will be made on a monthly basis

29.5 Payments will be made in Kenya Shillings 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 Subject to a positive risk assessment by the contracting authority, 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 amicably shall be referred to the exclusive jurisdiction of the courts of Nairobi or Italy

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