

contraction, 27/05/2020  
del 09/05/2020

**SUPPLY CONTRACT FOR EUROPEAN  
UNION EXTERNAL ACTIONS**

GIC No <Z6D2CCE320>

**FINANCED FROM THE**

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

Rivatex East Africa Limited  
P.O. Box 4144- Eldoret  
PIN: P051201485L  
(‘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 face masks in West Pokot>**

**Ref: CIG: Z6D2CCE320**

**Article 1 Subject**

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

Reusable face masks, 60,000 pieces

The place of acceptance of the supplies shall be <Eldoret>, the time limits for delivery shall be <22/05/2020> and the Incoterm applicable shall be DDP<sup>1</sup>. The implementation period of tasks shall run from <18/05/2020 to 30/05/2020>.

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

Commerce - <http://www.iccwbo.org/incoterms/>

## **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 1,842,105.26
- 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**).
  - c. Declaration on traceability (**Annex VI\_C**).

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: 0300292559317

Bank name: EQUITY BANK, BRANCH ELDORET

SWIFT: EQBLKEHA

Account holder: RIVATEX EAST AFRICA LTD

Account holder fiscal code: PIN no. 0051207485L

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:

CIG number: Z6D2CCE320

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: PROF. THOMAS KIPKURUAI

Title: MANAGING DIRECTOR

Signature:



Date:

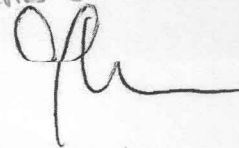
8/5/2020

For the contracting authority

Name: FABIO MELLONI

Title: HEAD OF OFFICE

Signature:



Date:

09/05/2020



## 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 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.

10.2 The supplies provided under this contract must comply with:

(\*) the requirements of BOQ are specified in volume 4.2

10.3 Preliminary technical acceptance is not necessary

#### 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]

#### 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 18/05/2020 to 30/05/2020

#### 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

26.3 The final payment to the contractor of the amounts due shall be made within 14 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice

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.

26.9 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>

[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 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 or Italy.

#### **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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