



contratto n. 03/2019  
del 14/03/2019

# SUPPLY CONTRACT FOR ITALIAN AGENCY FOR DEVELOPMENT COOPERATION

TEL:0393-000017

ITALIAN AGENCY FOR DEVELOPMENT COOPERATION (AICS),  
United Nations Crescent Road – Gigiri (Nairobi)  
P.O Box 63389  
00619 Muthaiga (Nairobi)  
(‘the Contracting Authority’),

and

of the one part,

NECTOR TECHNICAL SERVICES LIMITED  
P.O Box 36749 – Kampala  
TIN: 1007880747  
(‘the Contractor’)

have agreed as follows:

of the other part,

PROJECT: AID 9108 - Support to the health sector strategic plan and to the peace, recovery and development plan for northern Uganda.

CONTRACT TITLE: Purchase and installation of a Lightening Arrester system for the radiology department of Gulu Reginal Referral Hopsital- CIG

- (1) Subject: Provide a lightening arrester system to protect the newly built and equipped radiology department at Gulu Regional Referral Hospital
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annexe II)

## (2) Contract value

The price is Ugx 7,822,000 (Seven Million Eight Hundred Twentytwo Thousand). The price indicated in this article is fixed.

## (3) Order of precedence of contract documents

15/03/2019

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- General Conditions
- Special conditions
- the Terms of Reference (Annex II)

(4) 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 in English.

Done in English in three originals, two originals for The Contracting Authority and one original for the Contractor.

For the Contractor

Name: John Kigongo

Title: Director

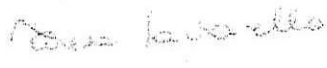
Signature: 

Date: 15/03/2019

For the Contracting Authority

Name: Teresa Savanella

Title: Head of Office

Signature: 

Date: 14/03/2019



## SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions governing the Contract. Where is indicated in the general conditions should read AICS. 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 European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2 Communications

Ms. Teresa Savanella Head of office ITALIAN AGENCY FOR DEVELOPMENT COOPERATION (AICS),

United Nations Crescent Road – Gigiri (Nairobi)

P.O Box 63389 –

00619 Muthaiga (Nairobi)

('the Contracting Authority'),

Mr John Kigongo NECTOR TECHNICAL SERVICES LIMITED

Plot 194, Kyadondo II Road

P.O Box 36749 – Kampala

Tel +256782239078

('the Contractor'),

Procedure of Communication will be by telephone or email.

### Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be 15<sup>th</sup> and 18<sup>th</sup> March 2019

19.2 The period for implementing the tasks is 2 working days from the start date.

### Article 26 Interim and Final Reports

The contractor will provide a final technical report endorsed by the Hospital Administration together with a 2-year installation warrantee.

### Article 27 Approval of Reports and Documents

27.5 The Contracting Authority shall approve the documents and reports submitted by the contractor.

### Article 29 Payment and interest on late payment

29.1 Payments will be made in one instalment of Ugx (Seven Million Eight Hundred Twenty-two Thousand Ugandan Shillings Only) after the completion of the task and submission of the final invoice and reports.

29.5 Payments will be made in Uganda Currency 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 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 Rome, Italy.

Article 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the General Conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.]