

n. 26/2020  
del 20.4.2020

## CONTRACT

### SUPPLY CONTRACT CIG number Z532CBFF83

*Financed from the AICS - Emergency proposal AID 11336  
"Salute materno infantile, igiene e protezione delle persone più vulnerabili  
vittime della crisi in RDC"*

Italian Agency for Development Cooperation - AICS Nairobi Office  
(‘The contracting authority’),

of the one part,

and

Café Mozart  
ASBL of 2010 number 26158  
Av. Citronniers n°02 / Kinshasa – Gombe (R.D.C)  
(‘the contractor’)

of the other part,

have agreed as follows:

1. PROJECT: Repubblica Democratica Del Congo 'Salute Materno Infantile, Igiene e protezione delle persone piu' vulnerabili vittime della crisi in RDC' - Aid 11336/01/0
2. CONTRACT TITLE: Supply of 5400 sandwich for the Institute National de Recherche Biomedical located in Kinshasa, (Congo)

#### Article 1 Subject

- 1.1 The subject of the contract shall be the supply of the following supplies:  
No. 5400 sandwich supply for the Institut National de Recherche Biomedical located in Kinshasa, (Democratique Republic of the Congo) in 1 lot  
The place of acceptance of the supplies shall be the 'Institute National de Recherche Biomedical' in Avenue de la Democracie Kinshasa/Gombe – B.P. 1197 – Kinshasa, the time limits for delivery shall be every day for 45 days at 1 pm. The implementation period of tasks shall run from 1/05/2020 to 14/06/2020.
- 1.2 The contractor shall comply strictly with the terms of the special conditions and the technical specifications – Annex II

#### Article 2 Origin

- 2.1 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 II-III-IV). The total maximum contract price shall be USD 13,500.
- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

### **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 service contract is obliged to comply with the rule of financial traceability according to the article 3 of Italian law no. 136 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: 00017 11002 525012 70001 46

Bank name: TMB bank

IBAN/SWIFT: TRMSCD3L

Account holder: Ebambi Kalonda Stella (FMA Project)

Account holder fiscal code: no applicable

Position: economic responsible of Café Mozart

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: no applicable

Bank account details: TMB bank

CIG number: **Z532CBFF83**

The Contractor's invoices header shall be: "AICS Office in Nairobi – United Nations Crescent – Gigiri – P.O. Box 63389 – 00619 Muthaiga (Nairobi)

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.

For the contractor		For the contracting authority	
Name: Fabio Melloni		Name: Ebambi Kaloda Stella	
Title: Director		Title: Legal representative	
Signature:		Signature:	
Date: 30.4.20		Date: 30.4.20	



## ***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 approval of the competent AICS Offices, 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 AICS Nairobi office, UN Crecent Gigiri, Nairobi (Kenya): Davide Bonechi, mail; [davide.bonechi@aics.gov.it](mailto:davide.bonechi@aics.gov.it); phone number +254 205137200  
Café Mozart, Av. Citronniers n°02 / Kinshasa – Gombe (R.D.C): Ebambi Kalonda Stella, mail: [stellakalonda@yahoo.fr](mailto:stellakalonda@yahoo.fr); phone number: +243 858474192 / 992842485
- 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**

Subcontracting not allowed

#### **Article 7 Supply of documents**

The contractor must present the quotation of the supply to the contracting authority before the signature of the contract. Every 15 days the Contractor submit the progress report to the Contracting Authority. At the final of the task the contractor shall sign the final acceptance certificate.

#### **Article 8 Assistance with local regulations**

No Assistance with local regulations is required

#### **Article 9 General obligations**

No general obligation is required

#### **Article 10 Origin**

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**

No performance guarantee is required.

#### **Article 12 Liabilities and insurance**

No Liabilities and insurance

**Article 13 Programme of implementation of tasks**

The contractor before start the distribution should present a tentative programme for the whole period contracted.

**Article 14 Contractor's drawings**

No Contractor's drawings

**Article 15 Sufficiency of tender prices**

No sufficiency of tender prices

**Article 16 Tax and customs arrangements**

The Tax or VAT in case should be paid, it's not responsibility of the Contracting Authority.

**Article 17 Patents and licences**

No patents and licences

**Article 18 Commencement order**

The implementation of the supply shall be started the 1<sup>st</sup> May 2020

**Article 19 Period of implementation of the tasks**

From the date of the signing of the contract

**Article 24 Quality of supplies**

The ingredients of the sandwiches should be in line with the quality standard in the country

**Article 25 Inspection and testing**

No inspection and testing

**Article 26 General principles for payments**

26.1 Payments shall be made in USD

Payments shall be authorised and made by the Director of AICS Office in Nairobi, Dott. Fabio Melloni

26.5 Payment refund shall be every 15 days upon the submission of the progress report The Contractor submits to the Contracting Authority the progress reports every 15 days with indicated the total number of sandwiches distributed in the reference period. At the final of the task the contractor shall sign the final acceptance certificate.

**Article 29 Delivery**

The packaging shall become the property of the recipient subject to environmental considerations

**Article 40 Settlement of disputes**

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 Kinshasa, Congo.

**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.

**Article 45 Further additional clauses**

No Further additional clauses

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END

Fait à Kinshasa, le 30/04/2020

Stella Ebanbi

