

N. 41/2020
del 01.10.2020

CONTRACT

SUPPLY CONTRACT CIG number Z3C2E7AD0B

*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 1800 meals for 15 days to the 'Institute National de Recherche Biomedical' located in Kinshasa, (Democratique Republic of the Congo)'**

Article 1 Subject

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

No. 1.800 sandwich supply for the Institute 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 Democratie 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 01/10/2020 to 15/10/2020.

- 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 4.500

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);
- Performace 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: Z3C2E7AD0B

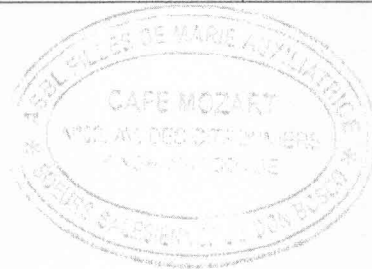
The Contractor's invoices header shall be: "AICS Office in Nairobi – United Nations Crescent – Gigiri – P.O. Box 63389 – 00619 Muthaiga (Nairobi)

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:		Date: 30.9.20	



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;
Café Mozart, Av. Citronniers n°02 / Kinshasa – Gombe (R.D.C): Ebambi Kalonda Stella, mail: 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. At the final of the task the contractor shall submit the final acceptance certificate and the Invoice.

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 1st October 2020

Article 19 Period of implementation of the tasks

The period of implementation of the supply is 15 days

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 after the task upon the submission of the invoice (with CIG number) and 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

END