

Prot n. 34/2020
del 08/06/2020

SUPPLY CONTRACT

CIG number: Z5C2CE7C4D

Financed from the AICS "SOSTEGNO AL PIANO STRATEGICO SANITARIO UGANESE E AL PIANO PER LA PACE RICOSTRUZIONE E SVILUPPO DEL NORD UGANDA", AID 9108

ITALIAN AGENCY FOR DEVELOPMENT COOPERATION - AICS NAIROBI OFFICE
(‘The contracting authority’),

of the one part,

and
JOINT MEDICAL STORES
Plot 1828 Gongonya Rd P.O. Box 4501 Kampala

(‘the contractor’)

of the other part,

have agreed as follows:

1. PROJECT: UGANDA – “Sostegno al piano strategico sanitario Ugandese e al piano per la pace ricostruzione e sviluppo del Nord Uganda”. AID 9108
2. CONTRACT TITLE: Supply of medical items for Covid 19 in Uganda

Article 1 Subject

1.1 The subject of the contract shall be the supply of the following supplies in 1 lot.:

Items	N. Items
Pulse Oxymeter hand held	20
Multiparametric monitor ICU	5
Mackintosh mattresses	20
Surgical Gowns (Disposable, water proof)	2720
Nebuliser Machine Omron NE C28	1

The place of acceptance of the supplies shall be at the St. Mary's Hospital Lacor
P. O. Box 180 Gulu, Uganda. T: (+256) 790 915-167 E: info@lacorhospital.org.



The time limits for delivery shall be 14 days from the Signature of the Contract and the Incoterm applicable shall be DDP. The implementation period of tasks should be maximum 14 working days from Signature of the Contract to the final acceptance certificate.

- 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 IV). The total maximum contract price shall be USD 23.774 net of indirect taxes (VAT).
- 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 honor (Single requirements document) (**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: 0344025592

Bank name: ABSA BANK (U) LIMITED

IBAN/SWIFT: BARCUGKX

Account holder: Joint Medical Store TIN Number: 1000028849

Account holder Passport number: N/A

Position: N/A

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: CIG Z5C2CE7C4D

VAT code: 23073-R

Bank account details (main office, branch office address): KAMPALA ROAD

CIG number: Z5C2CE7C4D

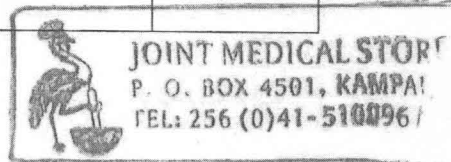
The Contractor's invoices header shall be: "AICS Office in Nairobi – United Nations Crescent – Gigiri – P.O. Box 63389 – 00619 Muthaiga (Nairobi) -AID 9108

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: BEN ASIIMWE	
Title: Director		Title: Legal representative MANAGER MARKETING AND BUSINESS DEVELOPMENT	
Signature:		Signature:	
Date:		Date: 08/06/2020	



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 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; phone number +254 205137200

Contractor:

- 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 supply the contractor provides the Final Acceptance Certificate signed for the Lacor Hospital

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 13 Programme of implementation of tasks

No programme of implementation of task

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 delivery condition is DDP

Article 17 Patents and licences

No patents and licences

Article 18 Commencement order

The implementation of the supply shall start after the signature of the contract.

Article 19 Period of implementation of the tasks

The period of implementation of the supply is 14 days

Article 24 Quality of supplies

The items must be in line with the international standard certified

Article 25 Inspection and testing

The Lacor Hospital will inspect and test the items.

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 There will not be any advanced payment. The payment will be in refund modality after the termination of the supply and the submission of 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 Kampala, Uganda.

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