

Tot. n 37/2020  
dat 15.06.2020

**SERVICE CONTRACT FOR EUROPEAN  
UNION EXTERNAL ACTIONS**

**GIC No < Z9B2D2A46C >**

**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

**KASHAKAT CONTRACTORS LIMITED**  
CPR/2015/1749979  
P.O BOX 555, KAPENGURIA  
P051528966Z

of the other part,

have agreed as follows:

**PROJECT < AID 9541: Sviluppo Ecosostenibile dell’irrigazione agricola e della  
bonifica in Kenya>**

**CONTRACT TITLE < Transport for food aid distribution in West Pokot >**

**Ref: CIG: Z9B2D2A46C**

**Article 1 Subject**

- 1.1 The subject of this contract is Emergency food aid distribution in West Pokot done in West Pokot county with identification number - GIC No Z9B2D2A46C (“the services”).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II\_ToR\_global)

**(2) Contract value**

This contract, established in Ksh, is a global price contract. The contract value is **Ksh. 699,650/=** net of indirect taxes (VAT)

**(3) Order of precedence of contract documents**

June 2020  
Tender dossier(transport food aid)2



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

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference ToR (Annex II)
- Organization and Methodology (Annex III) **not applicable.**
- Economic Offer (Annex V)
- Other relevant forms and documents
  - a. Declaration of honour (Annex VI\_A)
  - b. Privacy statement (Annex VI\_B).
  - c. Declaration on traceability (Annex VI\_C).

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

**(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 English.

**(5) Other specific conditions applying to the contract**

For the purpose of Article 42 of the General Conditions, on data protection, refer to the Annex VI\_B "Privacy Statement".

**(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. 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 : 1070275549352

Bank name: EQUITY BANK, KAPENGURIA BRANCH

IBAN/SWIFT: 681070

Account holder: KASHAKAT CONTRACTORS LTD

Account holder fiscal code: P051528966Z

Position: DIRECTOR

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: P051528966Z

Bank account details:

CIG number: 8286676D5A

The Contractor's invoices header shall be: "Italian Agency for Development Cooperation" – Nairobi office

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: one original for the contracting authority, and one original for the contractor.

**For the contractor**

Name: Dinah Cherotich Ngorokomoi  
Title: Director  
Signature:   
Date: 10/06/2020

**For the contracting authority**

Name:  
Title:  
Signature:   
Date: 15/06/2020



## SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. 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 AICS Offices, other clauses can be indicated to cover particular situations.

### Article 2 Communications

2.1 AGENZIA ITALIANA COOPERAZIONE ALLO SVILUPPO (AICS) – Nairobi Office  
United Nations Crescent

P.O.Box 63389-00619- Muthaiga, Nairobi

Contact Person : Luigi Luminari, tel : 0712197482

2.2 An electronic system 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 register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

### Article 4 Subcontracting

Subcontracting is not authorized.

### Article 7 General obligations

7.8 The visibility measures must comply with the rules laid down in the Communication and visibility of MAE – D.G.C.S.

### Article 12 - Liabilities

12.2 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 the value of the contract

### Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties

19.2 The period for implementing the tasks is one month from the start date.

### Article 26 Interim and final reports

The contractor shall submit a final report as specified in the terms of reference.





**Article 28 Expenditure verification**

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

**Article 29 Payment and interest on late payment**

29.1 Payments will be made in accordance with the following:

**Global price contract: Schedule of payment**

Day		KSH/(net of VAT)
1	Maximum pre-financing payment <sup>1</sup>	0% of the contract value
14	Balance: After completing transport of food in 100% of targeted locations and submission of acceptance certificates from 19 distribution sites	100% of the contract value
	Total	Total contract value

29.5 Payments will be made in Ksh 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 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

**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 43 Further additional clauses**

N/A

<sup>1</sup> The contractor is not obliged to ask for pre-financing.

