

Prot.n. 35/2020  
del 09.06.2020

## SUPPLY CONTRACT

**CIG number:** ZDE2CE3573

*Financed from the AICS – “Sostegno al piano strategico sanitario Ugandese 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  
NAIROBI ENTERPRISES LTD  
Kampala , Bombo road, Plot 9/4, Gathani house 020 Kampala  
MR. SANJAY RATHOD  
[rathod@nelent.com](mailto:rathod@nelent.com)

of the other part,

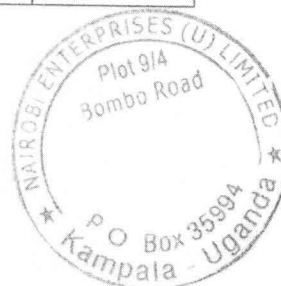
have agreed as follows:

1. PROJECT: “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 items for Intensive Care Unit (filters, ventilators, coverall) in Uganda

### Article 1 Subject

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

Type of Items	Number of Items
Coverall for ICU resistant- Hood with long pants and sleeve: IVEN Protective Suit MODEL: Disposable coverall Colour: WHITE Weight Gram: 30-60g is available( as customer request) Materials: PP Non Woven/SMS/SF Single-Use Isolation gown: M/L/XL,220g/PCS Single-Use Protective Clothing For Medical(Sterilization): M/L/XL,270g/PCS	200
Oxygen mask, non re-breathing, adult size, with accessories- Oxygen Mask, non-rebreathing adult size. With re-breathing bag, and oxygen	450
HME Filters- Heat and Moisture exchanger filters, various sizes, small, medium and large	400
Non HME filters- Bacterial Filters for Ventilator machine	400



*[Handwritten signature]*

Patient Breathing circuit for ventilators, Double limb, Non heated Ped/Neonatal-R-vent USA	20
"Patient Breathing circuit for ventilators, Double limb, Non heated Adult- R-vent USA", etc.)	50

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 Email: 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 at Lacor Hospital. 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 16.000 net of indirect taxes (VAT).

- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

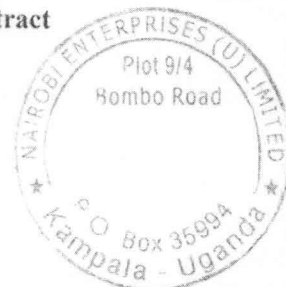
## Article 4 Order of precedence of contract documents

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);
- Performace guarantee (Annex V) **not applicable**;
- Other relevant forms and documents:
  - a. Declaration of honour (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



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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: 0053197198

Bank name: Diamond Trust Bank

IBAN/SWIFT: DTKEUGKA

Account holder: NAIROBI ENTERPRISES UGANDA LTD

Account holder fiscal code:

Position:

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 ZDE2CE3573

VAT code: 1001199066

Bank account details (main office, branch office address): Equatorial Branch, Kampala

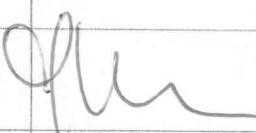
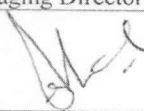
CIG number: ZDE2CE3573

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: Sanjay Rathod	
Title: Director		Title: Managing Director	
Signature:		Signature:	
Date:	11/06/2020	Date: 09 <sup>th</sup> June 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](mailto:davide.bonechi@aics.gov.it); phone number +254 205137200

Nairobi Enterprises (U) Ltd, Plot 9/4 Bombo Road P.O. Box 35994 Kampala.  
Josephat, [josephatqn@nelent.com](mailto:josephatqn@nelent.com) ; [rathod@nelent.com](mailto:rathod@nelent.com) ; phone number(+256) 757 203474 ; (+256)756 097573

- 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.

#### **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**



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No Liabilities and insurance

**Article 13 Programme of implementation of tasks**

No programme of implementation of task required

**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 maximum 14 days from the contract signature

**Article 24 Quality of supplies**

The items must be in line with the international standard certified

**Article 25 Inspection and testing**

The Lachor Hospital director shall 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

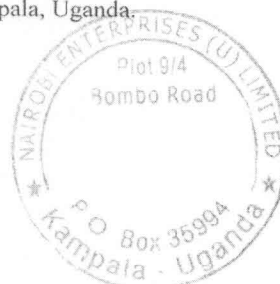
26.5 Payment refund shall be after the supply and the submission of the Final Acceptance Certificate from the Lachor Hospital

**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.



*[Handwritten signature]*

**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



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