

Prot n. 39/2020
del 10.08.2020

**SERVICE CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS**

CIG No Z242DB922D

FINANCED FROM THE

Agenzia Italiana Cooperazione allo Sviluppo (AICS)
United Nations Crescent
P.O.BOX 63389-00619, Muthaiga - Nairobi
("The contracting authority"),

of the one part,

and

Eng. Peter NJURUMBA
ID No. 0710655
P.O.BOX 912-00206, Kiserian – Kajiado County
KRA PIN No. A001571916 - I,
('the contractor')

of the other part,

have agreed as follows:

**PROJECT: AID 12120: Assistenza tecnica crediti d'aiuto infrastrutture sostenibili -
RETI**

**CONTRACT TITLE: CONSULTANCY SERVICES FOR KIAMBERE WATER
SUPPLY AND SANITATION PROJECT EVALUATION AND
REVIEW**

Ref: CIG: Z242DB922D

Article 1 Subject

- 1.1 The subject of this contract is: Consultancy services for Kiambere Water Supply and Sanitation Project Evaluation and Rreview done in Nairobi with identification number CIG No Z242DB922D ('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 Eur, is a global price contract. The contract value is 19,990.00 Euro net of indirect taxes (VAT)

(3) Order of precedence of contract documents

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**
- **CVs of key expert (annex IV) not applicable**
- **Economic Offer (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**).

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. The Annex VI_C Declaration on traceability shall be deemed to form and be read as part of this contract

Details to be included in the contractor's invoices:

KRA PIN No. A001571916 - I

Bank account details

Bank - Absa
Branch - Queensway
Acc. Name - Peter Njurumba
Acc. No. - 094-4465146

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 Z242DB922D and Project AID 12120

Done in English in two originals: one original for the contracting authority, and one original for the contractor.

For the contractor

For the contracting authority

Name: Fabio Melloni

Name: Eng. Peter NJURUMBA


Peter K. Njurumba
R. Eng., MIEK
Licensed W.R.P
Reg. Cons Eng. E-228



Title: Consultant –

Title: Director

Peter Njurumba

Signature:



Signature:

Date:

10th August, 2020

Date:

10/08/2020

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 AICS Nairobi office, UN Crescent Gigiri, Nairobi (Kenya): Paolo Damato, e-mail: paolo.damato@aics.gov.it; phone number: +254 700883601

Contractor: Eng. Peter Kamau NJURUMBA, Kiserian, Kajiado county (Kenya), e-mail: njurumbapeter@gmail.com; phone number: +254 722854135

- 2.2 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 4 Subcontracting

Subcontracting is not authorized.

Article 7 General obligations

- 7.8 No more general obligation required

Article 19 Implementation of the tasks and delays

- 19.1 The date on which implementation starts shall be within fifteen (15) days of the signature of this contract by both parties and shall be set in an administrative notice issued by the project manager.
- 19.2 The period for implementing the tasks is Four (4) months from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

- 27.5 The contracting authority shall, within 15 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following:

<i>Month</i>		EUR
<i>0.5</i>	Initial payment (Inception Report)	10% of the contract value (Eur 1999)
<i>2</i>	Second payment (Mid-term report)	40% of the contract value (Eur 7996)
<i>4</i>	Final payment (final report)	50% of the contract value (Eur 9995)
	Total	Total contract value (Eur 19.990,00)

The payments to the contractor of the amounts due under initial and final payments shall be made within 15 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

29.5 Payments will be made in Euro 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 (no pre financing payment)

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

No further additional clauses

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