

contratto n. 13  
del 05/03/2020

## SUPPLY CONTRACT

**CIG number Z452C40267**

**Financed from the AICS DIRECTOR-GENERAL DECISION n. 23 of 15/03/2017**

Italian Agency for Development Cooperation - AICS Nairobi  
(‘The contracting authority’),

of the one part,

and

SAGE MEDIA LTD  
A2 FORT GRANITE COURT, BISHOPS ROAD, UPPER HILL  
P.O BOX 52211-00100, NAIROBI  
PIN number P051161223D (‘the contractor’)

of the other part,

have agreed as follows:

### PROJECT

**“Technical assistance for the transition of the Sigor - Kerio Valley agro-hydraulic and environmental development program (AID 11088)”**

### CONTRACT TITLE

**PRODUCTION OF SHORT VIDEO AND HIGH-RESOLUTION PHOTOGRAPHS**

**CIG number Z452C40267**

#### Article 1 Subject

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

- 1 One fully produced short video clip of approximately 5 minutes in length in 1080p (HD) resolution aimed at sharing with national and international audience, including government institutions, CSOs, local stakeholders, local communities.
- 30 High resolution photographs/30 Raw videos
  - Aerial/landscape views of the affected areas before and after the emergency intervention;
  - - Images and videos of the area to demonstrate the soil conservation status (deforestation, erosion);
  - - Images and videos of the area that highlights the floods, and both direct and collateral damages caused to infrastructure and local populations.

The place of acceptance of the supplies shall be Nairobi, the time limits for delivery shall be no later than days after the contract expiry. The implementation period of tasks shall run from date of contract signature (90 days)

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical specifications – Annex II

## **Article 2 Origin**

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 686,700.00 Kenyan Shillings + 16% 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);
- 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: 0012005624001

Bank name: SBM (Kenya) LTD

IBAN/SWIFT: 600012 (Bank Code)

Account holder: Sage Media LTD

Account holder fiscal code: P051161223D

Position: City Centre

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: P051161223D

Bank account details:

CIG number:

The Contractor's invoices header shall be: "AICS NAIROBI – SIGOR VIDEO (AID 11088)",

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:	George Munji	Name:	Fabio Melloni
Title:	Managing Director	Title:	Head of Nairobi Office
Signature:		Signature:	
Date:	05/03/2020	Date:	05/03/2020



## ***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 For AICS Nairobi:  
Giulio Di Pinto (Communication and institutional relations officer) –  
[giulio.dipinto@aics.gov.it](mailto:giulio.dipinto@aics.gov.it), copying [nairobi@aics.gov.it](mailto:nairobi@aics.gov.it)

For SAGE MEDIA:  
George Munji (Managing Director)  
[georgemunji@gmail.com](mailto:georgemunji@gmail.com), copying [info@sagemedia.ltd](mailto:info@sagemedia.ltd)

- 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**

7.1 No drawings or additional specifications are needed to carry on the requested activities.

## **Article 10 Origin**

10.1 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**

13.2A programme of implementation of the tasks (video shooting and scripting) shall be submitted by the contractor within 10 days after contract signature.

## **Article 14 Contractor's drawings**

14.1 Under the Article 14 of the General conditions, once the video and the pictures have been shot and edited the files must be sent to AICS Nairobi – as per article of the Special Conditions – for approval within 10 days of electronic confirmation/acknowledgement.

## **Article 16 Tax and customs arrangements**

16.1 The Contractor will be responsible for payment of any duties and taxes.

## **Article 17 Patents and licences**

There are no derogations of Article 17 of the General Conditions.

## **Article 18 Commencement order**

18.1 Tasks implementation shall commence upon signature of the contract and receipt of the advance payment.

## **Article 19 Period of implementation of the tasks**

19.1 The implementation period of tasks shall run from date of contract signature (90 days)

## **Article 24 Quality of supplies**

24.2 Before the final delivery and payment of the video and the pictures, AICS Nairobi shall verify their quality and suggest any needed adjustments.

## **Article 26 General principles for payments**

26.1 Payments shall be made in Kenyan Shillings.

Payments shall be authorised and made by the AICS Nairobi Head of Office and executed by the Administration office.

26.5 (a) A 30% of the total contract price after the signing of the contract.

26.5 (b) The remaining 70% of the contract price, as payment of the balance, after the receipt by the contracting authority of an invoice and the upon its acceptance of the contract deliverables (video and photos).

26.6 Where only part of the supplies has been delivered, the 70% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted.

**Article 29 Delivery**

29.3 Delivery means will be electronically to the AICS Nairobi addresses outlined under Article 4. The final products shall become the property of the recipient subjects.

**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 44 Data protection**

1. 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.