

n. 02/2021
del 08/01/2021

SUPPLY CONTRACT

No

CIG number: Z362EE0ED9

**FINANCED FROM THE PROJECT AID 012066 – SUPPORT TO THE
IMPLEMENTATION OF THE 2019 KENYA POPULATION HOUSING CENSUS**

SUPPLY OF ICT EQUIPMENT – 22 LAPTOPS AND 22 LAPTOP BAGS

Italian Agency for Development Cooperation - AICS Nairobi

(‘The contracting authority’),

of the one part,

and

ARTXPRESS SOLUTIONS LTD

LTD

PVT-Q7U2VD3

Munyu Road, Ridge House

P.O. Box 1861 - 00100

P051755097Y,

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT AID 012066 – SUPPORT TO THE IMPLEMENTATION OF
THE 2019 KENYA POPULATION HOUSING CENSUS
CONTRACT TITLE: ACQUISITION OF ICT EQUIPEMENT
(LAPTOP)**

CIG number Z362EE0ED9

Article 1 Subject

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

Supply of ICT equipment: 22 laptops and 22 laptop bags

The place of acceptance of the supplies shall be AICS Nairobi Office. Embassy of Italy in United Nations Crescent, Gigiri - P.O. BOX 63389 - 00619, Muthaiga, Nairobi. The time limits for delivery shall be 10/01/2021. The implementation period of tasks shall run from the signature of the contract.

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).
- 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 requirement 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.

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:

VAT code: P051755097Y

Bank account details: 100212001544

The Contractor's invoices header shall be: "AICS Nairobi Office Embassy of Italy in United Nations Crescent, Gigiri - P.O. BOX 63389 - 00619, Muthaiga, Nairobi.

The Contractor's invoices issued for contract shall include the CIG number: Z362EE0ED9 and AID 012066

Done in English in two originals.

For the contractor

Name: Bonface Ndwaru

Title: Director

Signature:



Date:

8/1/2021



For the contracting authority

Name: Fabio Melloni

Title: Head of Office

Signature:



Date:

8/1/2021



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 Ms. Miriam Bulbarelli – miriam.bulbarelli@aics.gov.it; +254 720395399.

Counterpart

- 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 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 12 Liabilities and insurance

- 12.1(a) 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 34,736.84 EUR (4,483,164.63 KES).

Article 13 Programme of implementation of tasks

- 13.2 With regards to the items' delivery timing, reference has to be made to Special Conditions' Articles 19 and 29. Regarding the approval or the acceptance reference has to be made to Special Conditions' Articles 25.

Article 19 Period of implementation of the tasks

- 19.1 The implementation period of tasks shall run from date of receipt of the advance payment and shall not exceed 10.01.2021.

Article 25 Inspection and testing

- 25.2 A preliminary inspection (for visible damages) will be performed on delivery day. An extensive testing (including devices performances and serial numbers) will be performed within the AICS Nairobi premises by a qualified officer. After successful check, the final payment will be provided along with the products acceptance acknowledge.

Article 26 General principles for payments

- 26.1 Payments shall be made in KES

Payments shall be authorised and made by the Head of the office Mr. Fabio Melloni.

- 26.3 Payments will be made in accordance with the following:

20% down payment, equal to KES 714,582.76, shall be made upon the signature of this contract; the remaining 80%, equal to KES 2,858,331.03, shall be made within 30 days from the date on which the equipment has been delivered and upon signature of the final acceptance certificate.

Schedule of payment

Day		KES (net of VAT)
1	First payment	714,582.76 (20%)
30	Balance: After completing distribution in 100% of targeted locations	2,858,331.03 (80%)
	Total	3,572,913.79

Article 29 Delivery

- 29.3 Products will be delivered in their original and sealed packages to the Italian Agency for Development Cooperation Office in Nairobi (UN Crescent, Gigiri c/o Italian Embassy to Kenya). If any additional software has been installed and packages open for software installation purposes, upon delivery AICS Nairobi will check if packages contain all the supplies; in this case original software materials (CD, boxes, serial numbers, etc.) must be provided.

- 29.5/6/7 Along with the packages, upon delivery a list of delivered supplies will be provided. Such list shall include products descriptions and serial numbers (including additional software, if any).

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 Nairobi.

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.