

n. 26/2021
del 15/06/2022

DRAFT CONTRACT

SERVICE CONTRACT

CIG No ZF631CFC51

FINANCED FROM THE AID 10709/01/6 – INCLUSIVE DEVELOPMENT PARTNERSHIP

Italian Agency for Development Cooperation (AICS)
United Nations Crescent
P.O.BOX 63389-00619, Muthaiga - Nairobi
(‘the contracting authority’).

and

of the one part,

Go Gaga Experiential Company Limited
Limited Company
CPR/2013/97722
P.O. BOX 57144-00200 Nairobi
P051454344A
(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT AID 10709/01/6 – INCLUSIVE DEVELOPMENT PARTNERSHIP

CONTRACT TITLE < Service provision for the organization of the Induction Retreat of the Public Debt Management Office >

(1) Subject

- 1.1 The subject of this contract is the service provision for the organization of the Induction Retreat of the Public Debt Management Office done Naivasha, Nakuru County with CIG no. ZF631CFC51 (‘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_Terms of Reference - ToR)

(2) Contract value

This contract, established in KES, is a global price contract. The contract value is KES 3,364,600.

(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 experts (**Annex IV**) not applicable;
- Financial Offer (**Annex V**);
- Other relevant forms and documents:
 - a. Declaration of honour (**Annex VI_A**)
 - b. Privacy statement (**Annex VI_B**).
 - c. Integrity Pact (**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 : 2036513759

Bank name: ABSA BANK PLC

IBAN/SWIFT: BARC KENX

Account holder: GO GAGA EXPERIENTIAL COMPANY LIMITED

Account holder fiscal code: 070

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: P051454344A

Bank account details:

CIG number: ZF631CFC51

The Contractor's invoices header shall be: "Italian Agency for Development Cooperation (AICS), United Nations Crescent; P.O.BOX 63389-00619, Muthaiga - Nairobi"

The Contractor's invoices issued for contract, shall include the CIG number ZF631CFC51.

The **Annex VI_D** 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: RITA NJUGUNA

Title: DIRECTOR

Signature: 

Date: 14th JUNE 2021



For the contracting authority

Name: Fabio Melloni

Title: Head of Office

Signature: 

Date: 15/06/2021

