

Contratto n. 16
del 15/04/2021



*Agenzia Italiana
per la Cooperazione allo Sviluppo*

UFFICIO DI NAIROBI

**SERVICE CONTRACT
CIG number Z2C30E40EA**

Financed from the AICS - Proposal AID 11834
"Fondo Unico di Coordinamento" - Act no. 37 of April 16, 2019

Italian Agency for Development Cooperation - AICS Nairobi Office - C.F. 97871890584
(‘The contracting authority’),

and Gilberto Nardo, C.F. NRDGBR59R30E479M - P.IVA 15750271007
(‘the contractor’)

of the one part,

of the other part,

have agreed as follows:

1. PROJECT: 'Fondo Unico di Coordinamento' - Aid 11834
2. CONTRACT TITLE: SERVICE CONTRACT FOR THE SUPERVISION OF ACCOUNTING REGISTRATION IN THE SIGOV ADMINISTRATIVE SOFTWARE - AID 11834

(1) Subject

- 1.1 The subject of this contract is the supervision of accounting registration in the SIGOV administrative software with identification number **CIG Z2C30E40EA** (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him with specific reference to:
 - Surveys relating to the passive cycle;
 - Writings of correction;
 - Banking balances;
 - Accounting closures.and on the activities of drafting the final document (DL.) of the office, referring to the year 2021.

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is EUR 12.250,00 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**) **not applicable**;
- Organization and Methodology (**Annex III**) **not applicable**;
- CVs of key experts (**Annex IV**) **not applicable**;
- Economic Offer (**Annex V**);
- 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 head of the administrative section 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. 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 and bank account details:

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 n. **Z2C30E40EA** and Project AID 11834

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

For the contractor

Name: Gilberto

Nardo


Title: Consultant (natural person)


Signature:

Date:

15/04/2021

For the contracting authority

Name: Fabio Melloni


Title: Director

Signature:

Date:

15/04/2021



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

4.1 AICS Nairobi office, UN Crecent Gigiri, Nairobi (Kenya): Paolo Melilli, e-mail; paolo.melilli@aics.gov.it; phone number +254 110093982

Contractor: Gilberto Nardo, [REDACTED], phone number [REDACTED]

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 4 Subcontracting

Subcontracting is not authorized.

Article 7 General obligations

No more general obligation is required

Article 19 Implementation of the tasks and delays

19.1 The date on which implementation starts shall be from the signature of this contract by both parties and shall be set in an administrative notice issued by the head of the administrative sector.

19.2 The period for implementing the tasks is **12 months** from the start date.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following:

Global price contract

Month		EUR
1	Initial payment (after 4 months)	40% of the contract value (eur 4.900,00)
3	Final payment	60% of the contract value (eur 7.350,00)
	Total	Total contract value (eur 12.250,00)

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 (see par. 6 of this service contract).

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
