

Contratto n. 25/22
del 7/7/2022

**B. CONTRACT AND SPECIAL CONDITIONS, INCLUDING
ANNEXES**

SUPPLY CONTRACT

CIG Number: ZAD3687463

FINANCED BY THE AICS PROJECT: " *ITALIAN SUPPORT TO THE UGANDA HEALTH SECTOR STRATEGIC PLAN AND THE PEACE, RECOVERY AND DEVELOPMENT PLAN (PRDP) FOR NORTHERN UGANDA- AID 9108*

Italian Agency for Development Cooperation - AICS Nairobi Office
United Nations Crescent, Gigiri PO Box: 63389 – 00619
Muthaiga, Nairobi
(‘The contracting authority’),

of the one part,

and
BBM Beschaffungsbetrieb der MIVA
A4651 Stadl-Paura, Miva-Gasse 3
Austria

(‘the Contractor’)

of the other part,

have agreed as follows:

PROJECT: – ITALIAN SUPPORT TO THE UGANDA HEALTH SECTOR STRATEGIC PLAN AND THE PEACE, RECOVERY AND DEVELOPMENT PLAN (PRDP) FOR NORTHERN UGANDA- AID 9108

CONTRACT TITLE: **Supply of solar system for water heater Lacor Hospital Main Kitchen**

Article 1 Subject

1.1 The subject of the contract shall be the supply of the following supplies in 1(One) lot.:

Items	N. Items
Supply of solar system for waater heater Lacor Hospital main kitchen Details see technical annex/our offer	30

The place of acceptance of the supplies shall be at the St. Mary's Hospital Lacor
P. O. Box 180 Gulu, Uganda. T: (+256) 790 915-167 E: info@lacorhospital.org.

The time limits for delivery shall be 180 days from the Signature of the Contract and the Incoterm applicable shall be DDP. The implementation period of tasks should be maximum 180 working days from Signature of the Contract to the final acceptance certificate.

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

Article 2 Origin

- 2.1 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), so 36.674,45 Euro. The total maximum contract price shall be EURO 37.000,00 net of indirect taxes (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);
- Performance guarantee (Annex V) **not applicable**.
- Other relevant forms and documents:
 - a. Declaration of honor (Single requirements 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 supplies 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: IBAN AT15 2032 0321 0044 0000 / EUR

Bank name: Allgemeine Sparkasse Oberosterreich, Promenade 11-13; 4020 Linz

SWIFT: ASPKAT2LXXX

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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 AICS Nairobi office, UN Crecent Gigiri, Nairobi (Kenya): Paolo Giambelli, mail : segreteria.nairobi@aics.gov.it; and paolo.giambelli@aics.gov.it; phone number +256 776006194
- 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

The contractor must present the quotation of the supply to the Contracting Authority before the signature of the contract. At the final of the supply the contractor provides the Final Acceptance Certificate signed for the Lacor Hospital

Article 8 Assistance with local regulations

No Assistance with local regulations is required.

Article 9 General obligations

No general obligation is required.

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Article 10 Origin

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 100 000,00.

Article 11 Performance guarantee

No performance guarantee is required.

Article 13 Programme of implementation of tasks

No programme of implementation of task.

Article 14 Contractor's drawings

No Contractor's drawings

Article 15 Sufficiency of tender prices

No sufficiency of tender prices.

Article 16 Tax and customs arrangements

The delivery condition is DDP.

Article 17 Patents and licences

No patents and licences

Article 18 Commencement order

The implementation of the supply shall start after the signature of the contract.

Article 19 Period of implementation of the tasks

The period of implementation of the supply is 180 days.

Article 24 Quality of supplies

The items must be in line with the international standard certified.

Article 25 Inspection and testing

The Lacor Hospital in Kampala will inspect and test the items.

Article 26 General principles for payments

26.1 Payments shall be made in EURO

Payments shall be authorised and made by the Director of AICS Office in Nairobi, Dr Giovanni Grandi.

26.5 The payments shall be made as follow:

- 60% of the total contract value as an advance payment, after contract signature by both parties and issuing of an official purchase order.
- 40% as a balance of the total contract value, after items inspection and testing, and issuing of a Final Acceptance Certificate.

Article 29 Delivery

The packaging shall become the property of the recipient subject to environmental considerations

Article 40 Settlement of disputes

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 Kampala, Uganda.

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.

Article 45 Further additional clauses

No Further additional clauses

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Account holder: BBM Beschaffungsbetrieb der MIVA, rep. by Christine Parzer

Account holder Passport number: U3672341

Position: Managing Director

The Contractor also declares that the afore-mentioned bank account is dedicated, even on a non-exclusive basis, to public procurement.

Details to be included in the contractor's invoices:

VAT code: ATU36895008

Bank account details: BBM reference No. 22210073

CIG number: ZAD3687463

The Contractor's invoices header shall be: "AICS Office in Nairobi – United Nations Crescent – Gigiri – P.O. Box 63389 – 00619 Muthaiga (Nairobi) -AID 9108

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

Name: CHRISTINE PARZER

Title: Legal Representative

Date: 6.7.2022

For the Contracting Authority

Name: Giovanni Grandi

Title: Head of Office AICS Nairobi

Date: 7.7.2022

 **BBM**
Beschaffungsbetrieb der MIVA
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