

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

# DRAFT CONTRACT

## SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No AID 012590/07/9\_PP34

### FINANCED FROM THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION (AICS)

CELIM Kenya  
P051219788V  
P.O Box 1904- 00900,  
Watija Apts 17, Kirigiti  
Kiambu, Kenya

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>  
[<Legal status/title>]<sup>1</sup>  
[<Official registration number>]<sup>2</sup>  
<Full official address>  
[<VAT number>]<sup>3</sup>, (‘the contractor’)

of the other part,

have agreed as follows:

### PROJECT Caffè Corretto – Right Coffee CONTRACT TITLE Supply and Installation of Ecological Coffee Wet Mills

Identification number AID 012590/07/9\_PP34

#### Article 1 Subject

1.1 The subject of the contract shall be:

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

<sup>3</sup> Except where the contracting party is not VAT registered.

the supply, delivery, unloading, siting, assembly and installation, commissioning, design, manufacture, maintenance, after-sales services and training of the following supplies:

- Three ecological coffee processing wet mill plants

The place of acceptance of the supplies shall be the below locations:

**Kagaari North FCS:** Kanja Village, Kagaari North ward, Embu East/Runyenjes sub county, Embu County, Kenya.

**Kithungururu FCS:** Kithungururu village, Kirimari Ward, Manyatta subcounty, Embu County, Kenya.

**Gititu Coffee Growers Cooperative Society:** Gathieko Village, Ngewa Ward, Githunguri subcounty, Kiambu County, Kenya.

The time limits for delivery shall be <insert date and time> and the Incoterm applicable shall be DDP<sup>4</sup>. The implementation period of tasks shall run from the date of the contract signed by the last of the two parties to the <date for provisional acceptance>.

- 1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.
- 1.3 The supplies which form the Ecological Coffee Wet Mills must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over a period of <period>, as specified in the instructions to tenderers.

## Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, a certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

## 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 KES <insert price of the financial offer>
- 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);

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<sup>4</sup> <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);

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, for the part of the data transferred by the contracting authority to AICS:

(a) the controller for the processing of personal data carried out within the Contracting Authority is CELIM Kenya's Country Representative.

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

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

### **For the contractor**

Name:

Title:

Signature:

Date:

### **For the contracting authority**

Name: Francesca M. Franzetti

Title: Right Coffee Project Coordinator

Signature:

Date: