



**KENYA VETERINARY VACCINES PRODUCTION INSTITUTE**  
**P. O. BOX 53260 - 00200,**  
**NAIROBI**  
**Tel. No. 020-3540071/020-2174418 Fax No.: 020 2472881: Email:**  
**vaccines@kevevapi.org**

**CONTRACT**  
**FOR**  
**SUPPLY/DELIVERY, INSTALLATION, COMMISSIONING AND TRAINING OF**  
**ULTRACENTRIFUGE; KVVPI/Q/02/2017-18**  
**BETWEEN**  
**KENYA VETERINARY VACCINES PRODUCTION INSTITUTE**

**- AND -**

**SWAMA**

## CONTRACT AGREEMENT

THIS AGREEMENT, made on the 31<sup>st</sup> Day of 10<sup>th</sup> 2017 between Kenya Veterinary Vaccine Production Institute (KEVEVAPI) of P.O. Box 53260-00200 Road A off Enterprise Road, Nairobi (Hereinafter called "the employer") of the one part AND SWAMA of P.O. Box 10256-00400 Tausi Road – Westlands, Nairobi (Hereinafter called "the contractor") of the other part.

WHEREAS THE employer is desirous that the contractor executes contract No. KVVPI/Q/02/2017-18; supply/delivery, installation, commissioning and training of Ultracentrifuge to KEVEVAPI Embakasi and the employer has accepted the quotation submitted by the contractor for the supply and delivery of an Ultracentrifuge for the contract price of Kshs. 10,266,319.00 (Ten million two hundred and sixty-six thousand three hundred nineteen only) and to complete the delivery within 75 days from the date of this contract.

### **NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Local Purchase Order Serial no.12308
  - (ii) Quotation Number KVVPI/Q/02/2017-18
  - (iii) Specifications
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor Hereby Covenants with the Employer to execute and complete the delivery and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the supplier in consideration of the execution and completion of the delivery and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, within 30 days upon receipt of documents and satisfactory performance.

5. The Contractor shall notify the Employer of the pre- installation requirements in regard to power; Standby power requirements through an Uninterrupted Power Supply (UPS) unit and any other specific requirements for the location, installation and commissioning of the Ultracentrifuge. The existing 30-amp circuit breaker already installed in the laboratory will be available for installation of the Ultracentrifuge. The Employer shall inform the Contractor of the requirements having been met prior to the delivery, installation and commissioning of the Ultracentrifuge.
  
6. The parties to this contract shall cooperate with each other to ensure full execution and completion of this contract in all aspects. Any issues arising on the contract shall be mutually resolved by the parties to the contract.

**IN WITNESS** whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**KEVEVAPI**

Sign: *J.W.*  
Name: *Dr. Jane Wachira*  
Title: *CEO - KEVEVAPI.*

**SWAMA**

Sign: *Grishma*  
Name: *MRS. GRISHMA KOTHARI*  
Title: *PARTNER*

**SWAMA**  
P. O. Box 10256 - 00400  
Nairobi  
Kenya  
Tel: 3741242/3751928  
Fax: 3742033