# *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 authorisation of the appropriate Commission departments, 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 Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be written in English and sent by post, e-mail or by hand delivered to:

**For the Contracting Authority**

 **The Permanent Secretary**

**Attention: National Project Coordinator-**

**11th EDF Developing a Market- Oriented and Environmentally Sustainable Beef Meat Industry in Uganda (MOBIP)**

**Ministry of Agriculture, Animal Industry and Fisheries (MAAIF),**

**P.O. Box 102, Entebbe**

**Plot 16-18, Lugard Avenue, Entebbe, Uganda**

|  |
| --- |
| **For Consultant** |
| **Name Consultant** | To fill |
| **Address** | To fill |
| **Telephone** | To fill |
| **Email** | To fill |

4.2 An electronic system 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 register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

 The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 6 Subcontracting**

6.3 When selecting sub-contractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

**Article 7 Supply of documents**

Catalogues, handbooks, manuals, designs particularly for Lot 1 and any other literature normally supplied to clients in the English Language should be provided at the time of delivery of the supplies.

**Article 8 Assistance with local regulations**

The Contracting Authority shall assist the Contractor to clear the importation of the supplies as per the Tax and Customs Arrangement (Article 31 from Annex IV to the Cotonou Agreement) by providing the necessary documents that the Uganda Revenue Authority may require.

Pre-Delivery Inspection shall be undertaken by the manufacture’s authorised dealers or representatives in Uganda. This shall include the provision of all identification marks required under the laws of the Republic of Uganda.

**Article 9 General obligations**

9.1 The equipment delivered should be clearly identified and should feature prominently the European Union Flag and the mention “Provided with the support of the European Union” in English and in compliance with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in the European Development Fund (EDF). For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

## Goods originating in the EU includes goods originating in the Overseas Countries and Territories.

However, good can originate from any origin (full untying) if their value is below the threshold of the simplified procedure for supply contracts – EUR 100,000 (Article 8 (4) of regulation (EU) 236/2014 (CIR) and Article 20 (3) of Annex IV to the Cotonou Agreement.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2

The contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

* ***DDP - Delivered Duty Paid****:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*‘the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.’[[1]](#footnote-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 The supplies must be delivered and tested at the delivery address within 60 calendar days from the date of signature of contract by the last party.

The contractor is required to submit all tax and customs documentation to the contracting authority within 7 days after signing the contract for payment of all duties and taxes. The records for taxes should be written in the names of Ministry of Agriculture, Animal Industry and Fisheries.

The contractor shall be required to process the number plates from the Ministry of Works within 7 days following receipt of records justifying payment of duties and taxes by the Ministry of Agriculture, Animal Industry and Fisheries

**Article 14 Contractor’s drawings**

14.1 Drawings, pictures and/or designs to help visualise specifications being offered are required from the contractor

**Article 15 Sufficiency of tender prices**

15.1 No price revision shall be accepted under this contract

**Article 16 Tax and customs arrangements**

16.1 See Article 12

**Article 17 Patents and licences**

17.1 There shall be no derogation from Article 17 of the general conditions

**Article 18 Commencement order**

18.1The Contract shall enter into force on the date of its signature by the last party contractor. Performance of the contract shall commence immediately**.**

**Article 19 Period of implementation of the tasks**

19.1The implementation period of the tasks shall be a maximum of 60 calendar days according to the date of signature by the last party

**Article 24 Quality of supplies**

24.2 A preliminary technical acceptance will be undertaken based of the technical speciation as provided in Annex II

**Article 25 Inspection and testing**

25.2 The equipment will be inspected and tested in accordance with Article 25 pf the General Conditions and the practical arrangements for testing. The testing for technical and mechanical conditions will take place on delivery by technically competent officers from the MAAIF Engineering team M**inistry of Agriculture, Animal Industry and Fisheries and Ministry of Works and Transport**. The office will ensure that the supplies are consistent with the technical specifications presented in the tender dossier.

**Article 26 General principles for payments**

26.1 Payments shall be made in **Ugandan Shillings**.

Following provisional acceptance, 100% of the Supply contract price based on administrative orders will be paid to the supplier after receipt by the Contracting Authority of an admissible invoice.

In order to obtain payment, the Contractor must entitle the payment requests in the name of the **Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries**

 Payments shall be authorised and made by the Imprest administrator **11th EDF Developing a Market Oriented and Environmentally Sustainable Beef Meat Industry in Uganda (MOBIP) The Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries** **Plot 16 – 18, Lugard Avenue, P. O. Box 102, Entebbe – Uganda.**

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

a)For the 40% pre-financing,

For Lot 1 and Lot 2, when (i) the pre-financing requested is equal or below EUR 300,000 and (ii) the Contracting Authority does not require a financial guarantee following a risk assessment, by derogation from article 26.5 of the General Conditions no pre-financing guarantee is required.

b)For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

**Article 28 Delayed payments**

28.2By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

**Article 29 Delivery**

29.3The packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 Delivery needs to be accompanied by usual documents and manuals foreseen by the manufacturing firm

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11.

By derogation from Article 31.2, second paragraph, the contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

**Article 32 Warranty obligations**

32.6 The contractor shall warrant that the supplies are new, unused, and incorporate all recent improvements in design and materials. The contractor shall further warrant that none of the supplies have any defect arising from design materials or workmanship

32.7 The warranty must remain valid for 365 days (One year) after provisional acceptance.

**Article 33 After-sales service**

33.1 The contractor must guarantee after sales services for the time period as stipulated in the technical offer.

**Article 40 Settlement of disputes**

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled either:

(i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or

(ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990, Annex a12 to the practical guide)

**Article 44 Data protection**

1. 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.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>. [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)