# *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 to:

**For the Contracting Authority**

**Maj. Gen. David Kasura-Kyomukama**

**Permanent Secretary – Imprest Administrator.**

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

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

**PO Box 102, Entebbe**

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

**Tel – 0414 255136/7**

**Email –** [**ps@agriculture.go.ug**](mailto:ps@agriculture.go.ug)

**For the Contractor:**

Contact person:

Address:

Telephone:

E-mail:

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, 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 Arrangements (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 manufacturer’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**

9.9 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 laid 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-euexternal-actions_en>

**Article 10 Origin**

10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the 11th European Development Fund. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. 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, goods can originate from any origin (full untying) if their value is below the threshold of the simplified procedure for supply contracts – EUR 100,0001.

**Article 11 Performance guarantee**

11.1 Performance guarantee shall be required. It shall be 5% of the total amount of each order form issued.

**Article 12 Liabilities and insurance**

12.1(a) ‘By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the value of the contracted supplies’

12.2(b), paragraph 2 The contractor shall ensure that the goods are insured up to the point of delivery (place of acceptance) In the case of use of Incoterms, 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: The IncOterm applicable shall be DDP

* ***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 7 months from the date of signature of contract by the last party

**Article 14 Contractor’s drawings**

14.1 Not Applicable

**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. Performance of the contract shall be against the issuance of an order form by the contracting authority and shall commence on the date of receipt of the order form by the contractor.

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

19.1The implementation period of the tasks shall be a maximum of 6 (six) months according to the signature by the last party. Each order form(s) will have an implementation period of 1(one) month.

**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 Supplies will be inspected and tested in accordance with Article 25 of the General Conditions and the practical arrangements for testing. The testing for technical and mechanical conditions will take place on delivery by a technically competent officer from the Department of Animal Health, Ministry of Agriculture for technical and specification conditions. This office will ensure that the supplies are consistent with the technical specifications presented in the tenderer's tender dossier.

**Article 26 General principles for payments**

26.1 Payments at 100% shall be made in Uganda Shillings upon submission of invoices to the contracting authority by the supplier. The invoices shall be against deliveries as per order forms(s) issued.

Pre-financing is not applicable to this contract

In order to obtain payment, the Contractor must entitle the payment requests in the name of the 11th EDF Developing a Market –Oriented and Environmentally Sustainable Beef Meat Industry in Uganda (MOBIP).

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)By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

b)For the 100 % balance the invoice, 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 – see article 25.

31.2. 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**

32.7 The warranty must remain valid for one year after provisional acceptance.

**Article 40 Settlement of disputes**

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)