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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No FED/2018/397425

**financed from the EDF**

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

PO Box 102, Entebbe

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT: DEVELOPING A MARKET ORIENTED AND ‘ENVIRONMENTALLY SUSTAINABLE BEEF MEAT INDUSTRY IN UGANDA PROJECT (MOBIP), UG/FED/037-994**

**CONTRACT TITLE:** **SUPPLY AND DELIVERY OF HEAVY EQUIPMENT SPARES, SERVICE PARTS AND LUBRICANTS USED FOR THE CONSTRUCTION OF WATER FOR LIVESTOCK PRODUCTION FACILITIES**

**Identification number: MOBIP/SUPLS/2.6/2.6.2/T4SSEM**

**Article 1 Subject**

The subject of the contract is the supply and delivery by the contractor of heavy equipment spares, service parts and lubricants for machines used for the construction of 20,000m3 and 10,000m3 valley tanks (VTs) as per the description in item 7.1. The units of each item in relation to the construction of the 20,000m3 and 10,000m3 VTs is indicated in the table below. These will be delivered in regard to the districts and VT sizes with the total delivery covering all construction needs for the VT sites listed below.

| **Description of equipment requiring maintenance supplies** |
| --- |
| **Bull Dozer** |
| **Excavator** |
| **Tipper Truck** |
| **Water Bowser** |
| **Service Truck and Van** |
| **Motor Grader** |
| **Low Bed** |

The place of acceptance of the supplies shall be the VT locations listed below. The time limits for delivery shall be 6 months and the Incoterm applicable shall be DDP[[4]](#footnote-4). The implementation period of tasks shall run from the date of signature of the contract by the last party to the date for provisional acceptance in accordance with point 15 of the Contract notice.

**Valley Tanks for Construction/Rehabilitation by MOBIP (Provision List)**

1. Luwero (Natyaaba VT. 20,000m3),
2. Mityana (Mpongo VT 20,000m3)
3. Nakasongola (KalungiVT 10,000m3),
4. Kiboga (Kateega VT 10,000m3).
5. Kiruhura (Rwendama VT 20,000m3),
6. Masaka (Kasange VT 20,000m3),
7. Kyotera (Kabano VT 20,000m3)
8. Mbarara (Nombe VT 10,000m3)
9. Kiryandongo (Kente VT 10,000m3)
10. Masindi (Myeeba VT 10,000m3) and
11. Lyantonde (Kanyogoga VT 10,000m3).
12. Butambala (Katabira VT 10,000m3),
13. Isingiro (Ntenga VT 20,000m3)
14. Sembabule (Lwera VT 20,000m3)
15. Kakumiro (Rwamadongo VT 20,000m3)

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

**Article 2 Origin**

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

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 UGX ????

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 [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III);
* 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 the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

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

Done in English in three originals, one original being for the contracting authority, one original being for the European Commission, and one original being for the contractor.

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| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)