

# ***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 For the Contractor**

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#### **For the Contracting Authority**

Mr. Pius Wakabi  
The Permanent Secretary – Imprest Administrator  
11th EDF Support to Promoting Environmentally  
Sustainable Commercial Agriculture in Ug Project  
Ministry of Agriculture, Animal Industry and  
Fisheries  
Plot 16 – 18, Lugard Avenue  
P. O. Box 102  
Entebbe, Uganda  
Attention to: Mr. Paul Omanyi  
Email: [ps@agriculture.go.ug](mailto:ps@agriculture.go.ug) with copy to  
[paulomanyi@gmail.com](mailto:paulomanyi@gmail.com)

- 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 subcontractors 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**

The contractor should provide catalogues, handbooks, manuals and any other literature normally supplied to clients in the English Language.

### **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-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-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 European Development Fund (EDF) programme. 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, 000<sup>1</sup>.

## **Article 11 Performance guarantee**

- 11.1 No performance guarantee is required.

## **Article 12 Liabilities and insurance**

12.2(b), paragraph 2 The contractor shall ensure that the goods are insured up to the point of delivery (place of acceptance). 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.'*<sup>2</sup> The transfer

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<sup>1</sup> Article 8 (4) of Regulation (EU) 236/2014 (CIR) and Article 20(3) of Annex IV to the Cotonou Agreement.

<sup>2</sup> See <http://www.iccwbo.org/incoterms/>

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.

### **Article 18 Commencement order**

18.1 The implementation of the tasks will commence on the date of signature of the contract by the last party.

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

19.1 The period of implementation of the tasks is 60 calendar days from the date of signature of the contract by the last party.

### **Article 25 Inspection and testing**

25.2 The equipment 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 Ministry of Transport and Works. The officer 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 EURO (€).

Payments shall be authorised and made by the *Permanent Secretary/Imprest Administrator, 11th EDF Support to Promoting Environmentally Sustainable Commercial Aquaculture in Uganda Project, 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,

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<sup>2</sup>, 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**

28.2 By 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**

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

### **Article 31 Provisional acceptance**

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

- 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 For Lots 1 & 2, the warranty must remain valid for one year or 100,000 km whichever comes first and for Lot 3 the warranty must remain valid for one year or 10,000 km whichever comes first, after provisional acceptance.

### **Article 33 After-sales service**

- 33.1 For Lots 1 & 2, the Contractor shall provide or secure the provision for two (2) years or 50,000 km of reliable and regular after-sales and maintenance service, whichever comes first.

For Lot 3, the Contractor shall provide or secure the provision for one (1) year or 5,000 km of reliable and regular after-sales and maintenance service, whichever comes first.

The Contractor shall also state in detail how it is proposed to meet this obligation, including the duration for which the service is guaranteed available beyond this initial mandatory period.

The Contractor shall include a pre-delivery service done in Uganda in the service record of the motor vehicles and motor cycles. Backup support shall be available in Uganda throughout the period of warranty.

The Contractor is required to confirm in writing that they will provide technical support and after sales service for the motor vehicles and motor cycles.

The minimum required standard related to after-sales services is quick availability to those parts, which according to the Contractor's experience require to be replaced more frequently.

### **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<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

## **Article 45 Further additional clauses**

None.

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<sup>1</sup> OJ L 205 of 21.11.2018, p. 39