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

**DRAFT CONTRACT**

**SUPPLY CONTRACT FOR EUROPEAN**

**UNION EXTERNAL ACTIONS**

**No:** **FED/2018/397425 /MOBIP/SUP/20.01**

**financed from the 11th EDF**

Ministry of Agriculture, Animal Industry and Fisheries

(11th EDF Support to Developing a Market –Oriented and

Environmentally Sustainable Beef Meat Industry in Uganda Project)

Plot 16-18 Lugard Avenue

P.O. Box 102

Entebbe –Uganda

("The Contracting Authority"), of the one part,

and

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: PROCUREMENT OF FIVE (5) 4WD DOUBLE CABIN PICK –UPS, ONE (1) 4WD STATION WAGON AND TWENTY EIGHT (28) MOTORCYCLES.**

**Identification number: FED/2018/397425 /MOBIP/SUP/20.01**

**Article 1 Subject**

* 1. The subject of the contract shall be the supply, delivery unloading and after-sales service of the following supplies: **Procurement of Five (5) double cabin Pick –Up, (1) Station Wagon and (28) motorcycles, in 3 lots**

**Lot 1 – 5 4WD Double Cabin Pick-ups**

**Lot 2 – 1 4WD Station Wagon**

**Lot 3 – 28 Motorcycles**

The place of acceptance of the supplies shall be the Ministry of Agriculture, Animal Industry and Fisheries (MAAIF), the time limits for delivery shall be 60 days following the signature of the contract 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 to the date for provisional acceptance

* 1. 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);
* the technical offer (Annex III (including clarifications from the tenderer provided during tender evaluation);
* 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 legal affairs unit of DG International Cooperation and Development.

(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.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

|  |  |
| --- | --- |
| **Endorsed for financing by the European Union** | |
| Name: |
| Title: |
| Signature: |
| 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 - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)