

SPECIAL CONDITIONS

CONTENTS

Article 2	Law applicable.....	2
Article 4	Communications.....	2
Article 6	Subcontracting.....	2
Article 7	Supply of documents.....	2
Article 8	Assistance with local regulations.....	2
Article 9	The Contractor's obligations.....	2
Article 10	Origin.....	3
Article 11	Performance guarantee.....	3
Article 12	Insurance.....	3
Article 13	Programme of implementation of the tasks (timetable).....	3
Article 14	Contractor's drawings.....	3
Article 15	Tender prices.....	3
Article 17	Patents and licences.....	3
Article 18	Commencement order.....	3
Article 19	Period of Implementation of the tasks.....	3
Article 22	Variations.....	3
Article 24	Quality of supplies.....	4
Article 25	Inspection and testing.....	4
Article 26	Methods of payment.....	4
Article 28	Delayed payments.....	4
Article 29	Delivery.....	4
Article 31	Provisional acceptance.....	5
Article 32	Warranty.....	5
Article 33	After-sales service.....	5
Article 40	Settlement of disputes.....	5

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 competent Commission departments, other clauses may be introduced to cover specific situations.

Article 2 Law applicable

- 2.1 The law of the Republic of Uganda shall apply in all matters not covered by the provisions of the contract
- 2.2 The language used shall be English.

Article 4 Communications

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to:

For the Contracting Authority:

The Programme Manager

*Economic Partnership Agreement Related Trade and Private Sector Support
(EPA TAPSS)*

Floor 5, Farmers House; 6 – 8 Parliament Avenue

P. O. Box 29901

Kampala

Tel: +256-41-4232864

Fax: +256-41-4232820

E-mail: epatapss@mtti.go.ug

For the Contractor:

Contact Person:

Company:

Physical Address:

Postal address:

Tel:

Fax:

E-Mail:

Article 6 Subcontracting

Subcontracting is not allowed.

Article 7 Supply of documents

No other documents are envisaged.

Article 8 Assistance with local regulations

No specific assistance is envisaged.

Article 9 The Contractor's obligations

- 9.6 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: http://ec.europa.eu/europeaid/work/visibility/index_en.htm

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the ACP/EU Partnership Agreement. 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 include goods originating in the Overseas Countries and Territories.

Article 11 Performance guarantee

The amount of the performance guarantee shall be 10% of the Contract Value and the part in respect of after sales service including any amounts stipulated in addenda to the contract.

Article 12 Insurance

All goods supplied and delivered under the contract shall be fully insured as provided for in the General Conditions Article 12.

Article 13 Programme of implementation of the tasks (timetable)

The Contractor shall submit a Performance Programme as stipulated in Article 13 of the General Conditions, within 7 days from the signature of the contract.

Article 14 Contractor's drawings

Other than the standard detailed specification sheets and user manuals, no special drawings or samples are required from the Contractor.

Article 15 Tender prices

No derogation from Article 15 of the General Conditions.

Article 17 Patents and licences

No derogation from Article 17 of the General Conditions.

Article 18 Commencement order

- 18.1 The Contract shall **commence on the date of signature of the contract** by all Parties.

Article 19 Period of Implementation of the tasks

- 19.1 The delivery period for the supplies shall be a maximum of **sixty (60) calendar days from the date of commencement of the performance of the contract as specified in Art.18**

Article 22 Variations

The Contracting Authority reserves the right, to vary the quantities specified at the time of contracting and during the validity of the contract within a range of +/- 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of

the tender price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

Preliminary technical assistance is not required.

Article 25 Inspection and testing

Inspection and testing will take place at the location of delivery of the supplies.

Article 26 Methods of payment

26.1 Payments shall be made in **Uganda shillings**.

Invoices shall be addressed to the *The Imprest Administrator, Economic Partnership Agreement Related Trade and Private Sector Support (EPA TAPSS), Floor 5, Farmers House; 6 – 8 Parliament Avenue, P. O. Box 29901, Kampala*, and such invoice shall make clear reference to the contract, the total contract sum, the amount and the percentage part for which payment is requested,

Payments shall be authorised and made by *The Imprest Administrator, Economic Partnership Agreement Related Trade and Private Sector Support (EPA TAPSS), Floor 5, Farmers House; 6 – 8 Parliament Avenue, P. O. Box 29901, Kampala*.

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

- a) For the 60% pre-financing, in addition to the payment request, the performance guarantee. The Contractor must provide a financial guarantee for the full amount of the pre-financing payment.
- b) For the 40% balance, the invoice(s), following provisional acceptance of the supplies.

26.3 By derogation the sums due shall be paid within no more than 90 calendar days.

26.4 By derogation the period shall be 90 days.

26.9 There will be no price revision under this contract.

Article 28 Delayed payments

28.1 By derogation the sums due shall be paid within no more than 90 days.

28.2 By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 28.1 has expired, the Contractor shall upon demand, submitted within two months of receiving late payment, be entitled to late-payment interest: in accordance with article 28.2.

Article 29 Delivery

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

- 29.2 The Contractor shall ensure that the packaging of the goods will be appropriate for all transport and storage stages, until delivery of the goods.
- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.
- 29.5/6 Documents to accompany each delivery and markings on the packaging:
- Delivery address, with clear references to the contract number, and title;
 - Detailed packaging lists: clearly indicating to which item is contained in each package (item number and description), and its final delivery destination;
 - Manuals and instruction booklets etc., if not otherwise included within the packaging itself;

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. Inspection and testing of the supplies will be done at the location of delivery.

Article 32 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models 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. This warranty shall remain valid for **at least one (1) year** after provisional acceptance.

Any commercial warranty conditions shall be transferred in full to the beneficiary agency.

Article 33 After-sales service

Besides the standard warranty conditions, no special after-sales-services are demanded under this contract.

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 beneficiary country 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)(see General Annex A 12]