

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

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No: FED/2018/397-275/MAOPE01
FINANCED FROM THE EDF

Ministry of Agriculture, Animal Industry and Fisheries
(11th EDF Support to Promoting Environmentally Sustainable
Commercial Aquaculture in Uganda Project)
Plot 16 – 18, Lugard Avenue
P. O. Box 102
Entebbe - Uganda

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>
[Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>]³, (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT: FED/2016/038-334 – Support to Promoting Commercial
Aquaculture in Uganda under the 11th EDF**

**CONTRACT TITLE: Supply of and Delivery of Motor Vehicles and
Motorcycles to the Ministry of Agriculture, Animal Industry and Fisheries
for the Promoting Environmentally Sustainable Commercial Aquaculture
in Uganda Project.**

Identification number: FED/2018/397-275/MAOPE01

Article 1 Subject

1.1 The subject of the contract shall be the supply and delivery of the following supplies:

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

Lot 1

Item No.	Description	Quantity
1	4 x 4 Station Wagon Motor Vehicle	1

Lot 2

Item No.	Description	Quantity
1	4 x 4 Double Cabin Motor Vehicles	3

Lot 3

Item No.	Description	Quantity
1	Motor Cycles	3

The place of acceptance of the supplies shall be the Ministry Agriculture Animal Industry and Fisheries at Plot 16-18, Lugard Avenue, Entebbe, the time limits for delivery shall be 60 days from the date of signature of the contract by the last party and the Incoterm applicable shall be DDP⁴. 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.

- 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.....EUR.
- 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);

⁴ DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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.

Done in English in two originals, one original being for the contracting authority, and one original being for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title: Imprest Administrator

Signature:

Date: