

VOLUME 2

SECTION 3 SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communication

4.1 The National Authorising Officer of the EDF
Ministry of Finance, Planning and Economic Development
Plot 2 – 12 Apollo Kaggwa Road
P.O. Box 8147, Kampala, Uganda
Room 1.28 Treasury side
Email: finance@finance.go.ug

For the Supervisor:

The Permanent Secretary
Ministry of Agriculture, Animal Industry and Fisheries
PO Box 102, Entebbe
Plot 16-18, Lugard Avenue, Entebbe, Uganda

Email: ps@agriculture.go.ug

For the Supervisor's Representative:

Dr Mary Concepta Mbabazi, National Project Coordinator
MOBIP Programme Management Unit
Ministry of Agriculture, Animal Industry and Fisheries (MAAIF),
PO Box 102, Entebbe
Plot 16-18, Lugard Avenue, Entebbe, Uganda

Email: mbabazimaryconcept@gmail.com

For the Contractor:

[insert name and address]

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 33 of the general conditions to the contract, 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 5 Supervisor and supervisor's representative

- 5.2 The resources available to the project supervisor and its representative are limited to those available within the Multi-Annual Programme Estimate for the activity.
- 5.4 Administrative Orders will be effective only when communicated in writing.

Article 7 Subcontracting

- 7.3 In the selection of subcontractors, the contractor shall give preference to natural persons, companies or firms of ACP States capable of implementing the tasks required on similar terms.

Article 8 Documents to be provided

- 8.1 List of documents to be provided by the contracting authority's representative within 7 calendar days of the signing of the contract are:

ID	Document Name
1	Report on Slaughter Facility Assessment

Article 9 Access to the site

- 9.1 The contractor is reminded that there is a head of delegation of the European Commission in the state of the contracting authority. The contractor is obliged to give the head of delegation free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

All correspondence between the contractor and the contracting authority or project supervisor must be copied, for information, to the head of delegation of the European Union at the following official address:

The Head of Delegation
Delegation of the European Union to Uganda
P. O. Box 5244
Kampala, Uganda
Crested Towers Building, 15th Floor, Plot 17-23, Hannington Road
Telephone no. +256-312-701000

E-mail: deluga@eeas.europa.eu

Article 12 General obligations

12.9 The visibility measures must **comply** with the rules laid down 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 15 Performance guarantee

15.1 The amount of the performance guarantee will be <5% of the amount of the contract and any addenda thereto.

Article 17 Programme of implementation of tasks

17.3 Programmes

These will be the dates of submission for the following:

- provisional works programme – two weeks after signature of the contract;
- final programme – 3 weeks after the signature of the contract.

Article 34 Period of implementation of tasks

34.1 The total implementation period is **23 months** and the key milestone tasks within the activity are (from the point of contract signing):

- (1) Mobilisation and site preparation - Two (2) months
- (2) Civil works completed – Eleven (11) months
- (3) Equipment procured - this will be happening as the civil works are happening.
- (4) Equipment installation – Six (6) months
- (5) Finishing and site restoration – three (3) months
- (6) Site handover, quality control, adjustments and completion - One (1) month

Article 36 Delays in the implementation of tasks

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10% of the contract price or, if the contract is subdivided into phases, 10% of the price of the phase concerned.

Article 39 Work register

39.1 A Work Register is required. The format of the works register will be determined by the Supervisor after the Contractor's submission of the detailed performance programme for the works. The Supervisor may revise the format from time to time. In addition to the provisions of Article 39.1 of the General Conditions, the Work Register shall record the following information: all contractual correspondence and data received; all work stoppages or delays; accidents on site; official visitors to site; all activities in progress at any time on site showing the start and end time and full details or the resources employed per activity. It shall also contain detailed

records of the Works Contractor plant on site and its precise date of arrival or removal from site, its date of manufacture, working condition, the date commissioned to commence work, its availability and utilization. Plant availability figures for each category of plant shall be established and kept up to date.

- 39.2 The Work Register shall be kept up to date from the commencement date of the works until the final acceptance date of the works. It shall be signed weekly by the authorized representatives of the Supervisor and Works Contractor until the date of provisional acceptance of the works, and as needed during the defect liability period of the works. The Work Register shall be kept in a secured manner at Site and shall be made available for inspection upon request to representatives of the Supervisor, Contracting Authority, European Union and Auditors. A scanned copy of each daily entry in the Work Register shall be stored electronically in an appropriate digital storage media which shall also be transmitted by e-mail on a daily basis to the Supervisor during the period of implementation of tasks. The technical rules for drawing up the statements shall be agreed between the supervisor's representative and the contractor.

Article 40 Origin and quality of works and materials

- 40.1 All goods purchased under the contract must originate in any eligible source country as defined in 11th EDF programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Breakdown of the lump-sum price (Volume 4.2.3) is below EUR 100 000.

A category of similar goods to be purchased shall not be broken down over more than 1 item of the: breakdown of the lump-sum price (Volume 4.2.3)

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 the applicable international agreement.

Goods originating in the EU include goods originating in the Overseas Countries and Territories.

When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

- 40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:
- (*) the following specifications: The Technical Specifications of the contract.
 - (*) the requirements of the design requirement as calculated in the design documents, and included in the drawings for the contract
- 40.3 The requirement for preliminary technical acceptance and the conditions governing its implementation shall be at the discretion of the Supervisor.

Article 41 Inspection and testing

Inspection and testing shall be carried out in accordance with Article 41 of the general conditions at the works site. Inspection and testing shall be carried out by

the project supervisor, or its representative, in a manner to ensure conformity to the requirements listed in the technical specifications.

Article 44: General principles for payments

- 44.1 Payments shall be made in euro.
- 44.2 If invoices are submitted to the contracting authority, the contractor shall inform the European Commission thereof by sending a copy to

The Head of Delegation
Delegation of the European Union to Uganda
P. O. Box 5244
Kampala, Uganda
Crested Towers Building, 15th Floor, Plot 17-23, Hannington Road
Telephone no. +256-312-701000

E-mail: deluga@eeas.europa.eu

Article 46 Pre-financing

- 46.1 Pre-financing is possible.
- 46.2 The total amount of the pre-financing is EUR The total amount of the pre-financing must not exceed 10 % of the original contract price for the lump-sum advance and 20 % for all other pre-financing.
- 46.8 Repayment of the pre-financing shall take the form of deductions based on monthly claims.

The flat-rate pre-financing (maximum of 10 %) shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80 % of the amount of the contract has been paid.

Repayment shall be made in the same currency as the pre-financing.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.8}$$

where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

The result is rounded up to two decimal places.

The pre-financing for plant, machinery and tools — and the pre-financing for other major prior outlays (20 % maximum) — shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. Repayment shall begin with the first instalment and end, at the very latest, by the time 90 % of the amount of the contract has been paid.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.9}$$

where:

- R = the amount to be repaid
- Va = the total amount of pre-financing
- Vt = the initial contract amount
- D = the amount of the instalment.

Article 47 Retention monies

47.1 The sum to be retained from interim payments to guarantee implementation of the contractor's obligations during the defects liability period shall be 10 % of each instalment.

Article 49 Measurement

49.1 This is a lump-sum contract. The amounts due shall be paid through the tranches listed in Article 50.

Article 50 Interim payments

50.1 The Contractor must present his request for payment in five copies to the Supervisor's Representative. The request must be prepared in the format provided to the Contractor by the Contracting Authority.

50.7 There shall be a maximum of three (3) interim payments as follows:

Interim payment no.	% payment of Contracted	Milestone(s)
1	10	Submission of provisional work programme.
2	30	Construction of civil works 80% complete.
3	20	All other built infrastructures, fencing, power supply and installations, compound works; all equipment supplied and installed.

Article 51 Final statement of account

- 51.1 The contractor shall, submit to the Contracting Authority 's representative s a draft final statement of account when it applies for the final acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the contractor considers to be due to it under the contract.
- 51.2 Within 30 days from issuing the final acceptance certificate referred to in Article 62, the supervisor shall prepare and signed the final statement of account.

Article 58 Tests on completion

- 58.1 The tests on completion, excluding for those conducted on components eligible for partial acceptance, shall comprise first and foremost commissioning tests.
- 58.3 The contracting authority may elect to be compensated by liquidated damages or request the contractor to make good the failure if it is quantified to be equal to or above 5% of the contract price.

Article 60 Provisional acceptance

- 60.1 In complement to Article 60.1 of the general conditions the certificate of provisional acceptance must be endorsed by the Contracting Authority and the Delegation of the European Union to Uganda.

Article 61 Defects liability

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any defect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions and subject to any public order regulation.

Article 68 Dispute settlement

- 68.4 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 No 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382 of 31.12.1990, Annex A12 of the practical guide.)