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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No <02/2023/012590/08/8>

**financed from AID012590/08/8**

Movimento per la Lotta contro la Fame nel Mondo - MLFM
of Rwanda

(‘The contracting authority’),

of the one part,

and

<Full official 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 Amazi Meza (Acqua Pulita) – progetto per il rafforzamento dell’accesso all’acqua potable e all’igiene per la popolazione rurale ruandese**

**CONTRACT TITLE <Fuel Supply>**

**Identification number** <02/2023/012590/08/8>

**Article 1 Subject**

* 1. The subject of the contract shall be:

 the supply,

 of the following supplies:

FRAMEWORK CONTRACT/FUEL SUPPLY

PREMIUM DIESEL/GASOLINE

The place of acceptance of the supplies shall be Rwanda

The implementation period of tasks shall run from 15/06/2023 to 14/06/2026.

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.

When required, 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 (Special conditions)**

3.1 The price of the supplies (unit cost) shall be the one decided by the government on a daily basis. The price (unit cost) referred to <https://rura.rw/index.php?id=66> shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract.

**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 and minutes from the information meeting/site visit];
* the technical offer (Annex III )
* 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:

1. the controller for the processing of personal data carried out within the AICS is

 Movimento per la Lotta contro la Fame nel Mondo - MLFM

(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 AICS, and one original being for the contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: | Omar Fiordalisio  | Name: |  |
| Title: | Country representative and project manager  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | 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)