

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

SUPPLY CONTRACT

PROJECT Jericho is more! Supporting inclusive and sustainable territorial enhancement for the agri-food sector - AID 012314/01/8

CONTRACT TITLE JPIIF 001 2023 012314/01/8

Identification number 001 2023 012314/01/8>

John Paul II Foundation (JPIIF) represented by Ibrahim Faltas, JPIIF Legal Representative, ('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:

Article 1 Subject

JPIIF has received a grant from the Italian Agency for Development Cooperation (AICS) for the implementation of the project titled: "Jericho is more! Supporting inclusive and sustainable territorial enhancement for the agri-food sector" (AID 012314/01/8) in partnership with Bergamo Municipality.

JPIIF intends to use a portion of that grant towards the purchasing of Dates Bar Production Line for the Palm Farmers Cooperative Association (PFCA). No party other than JPIIF shall derive any rights from the grant or have any claim to its proceeds.

1.1 The subject of the contract shall be:

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.

the supply, delivery, unloading, siting and installation, training, after-sales service (maintenance), of the following supplies: Dates Bar Production Line for the Palm Farmers Cooperative Association (PFCA)

The place of acceptance of the supplies shall be <insert place>, the time limits for delivery shall be <insert date and time> and the Incoterm applicable shall be DDP⁴. The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> to <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.

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

- 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 xxx USD
- 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 and minutes from the information meeting/site visit];
- the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- ID of the Legal representative of the Contractor;
- any other document forming part of the contract;

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.

⁴ <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date: