

## Supply contract

Made by and between:

The **CIHEAM – Istituto Agronomico Mediterraneo di Bari (CIHEAM Bari)** (hereafter referred to as “**Contracting Authority**”), a body of CIHEAM - an international intergovernmental organization established for the purpose of meeting needs in the general interest, not having an industrial or commercial character, through the Agreement signed in Paris on 21 May 1962, ratified and enforced in Italy by the Law 13 July 1965 no. 932, and regulated in Italy by the Law 26 May 2000 no. 159 to ratify and enforce the Supplementary Agreement between the Italian Republic Government and the CIHEAM, with its registered and operating office based in Italy at Via Ceglie n. 9, Valenzano (BA), taxpayer’s code 93047470724 - represented for the signature hereof by Mr Maurizio Raeli, in his capacity as Director of CIHEAM Bari;

And

The **XXXXXXX**, with head office in **XXXXXXX** (Jordan) (hereinafter referred to as “**Supplier**”), represented by its legal representative **Mr. XXXXXXX**, with passport number **XXXXXXXXX**;

### WHEREAS

- there is a need to ensure the availability of n.1 dates selection line in the framework of the JoSME Project in order to achieve the goal of improving the food quality production of local SMEs;
- on the basis of the certified need, a call for tenders was issued on **XXXXXXX** with final award of the supply contract, on the recommendation of a special committee of experts, by the Director of this Contracting Authority to the above-mentioned Supplier on **XXXXXXX**;
- the Supplier **XXXXXXX** has formulated a commercial proposal that was deemed technically adequate and economically reasonable;
- for the Supplier, the following have been ascertained:
  - a) registration with the Chamber of Commerce of **XXXXXXX**;
  - b) the valid identification document of Mr. **XXXXXXXXX**, legal representative of the concerned company, born in **XXXXXXXXXX** on **XXXXXXXXXX**, CI number or valid passport **XXXXXXXXXX**;
  - c) traceability of financial flows with payment by bank transfer;
  - d) acceptance of the service as specified in the Offer of **XX/XX/XXXX** by the Supplier.

### ALL THE FOREGOING

The parties, as constituted above, while confirming and ratifying what stated above, agree and stipulate the following:

## **Article 1 - PURPOSE OF THE CONTRACT**

The object of this supply of a dates selection line - including its delivery, installation and testing - is meant to improve food quality of Jordanian SMEs within the framework of the JoSME (Enhancement of Jordanian SMEs inclusiveness, competitiveness and sustainable innovation) project.

The contract is drawn up in accordance with the regulations, rules and directives of the Contracting Authority.

## **Article 2 - SUBJECT OF THE CONTRACT**

This contract concerns the supply, including delivery, warranty and testing of:

- n. 1 dates selection line, installed in Al-Balq'a-Jordan Valley-Damiah (Jordan).

Awarded by CIHEAM Bari to **XXXXXX**, within the framework of the JoSME Project, in Jordan.

It is understood that this item is also referred to in this contract as "date selection line".

In particular, the quantity and the technical specifications of the items to be supplied are specified in the offer (Annex I), constituting an integral part of this contract.

## **Article 3 - VALUE OF THE CONTRACT**

The value of the supply paid by the Contracting Authority for the purchase and delivery of the items in Annex 1 is:

- Euro **XXXXXX** (€ **XXXXXX** /**xx**)

The price stated in the supply contract is understood to be **exempted from custom duties** and constitutes the total amount to be disbursed by the Contracting Authority for the supply and delivery of the above items.

The above amount will not include VAT, as said tax is not applicable to CIHEAM Bari, pursuant to Article 72 of Presidential Decree No. 633/72, in accordance with Article 6, letter C, of the 2nd Additional Protocol to the Paris Agreement of 21/05/1962 (establishing the International Center for Advanced Agronomic Studies "CIHEAM", made enforceable by the Republic of Italy by Law No. 932 of 13/07/1965 and Law No. 159 of 26/05/2000) and the Circular of the Ministry of Finance No. 54 of 23/07/1990.

## **Article 4 - OPERATIONAL MODALITIES OF THE SUPPLY**

The Supplier assumes full responsibility for the execution of the supply, which shall be carried out in a workmanlike manner and in compliance with the rules set out in this contract. In particular:

1. The costs of the date selection line, including its installation and testing, are those provided for in the approved offer as negotiated with CIHEAM Bari (Annex 1);
2. Technical specifications and characteristics of the date selection line are those provided for in the approved offer (Annex 1);
3. The quantity of the items is the one agreed with the Supplier (Annex 1);
4. Consignee: XXXXXXXXX;
5. Agreed place of delivery: Al-Balq'a-Jordan Valley-Damiah (Jordan);
6. Delivery time in XXXXXXXXX: up to a maximum of XX months following the signature date of the contract.

#### **Article 5 - TESTING AND ACCEPTANCE OF THE SUPPLY**

The parties agree that the supply covered by this contract will be considered accepted only after the successful completion of the testing operation.

The testing operation of the supplied date selection line shall permit the ascertainment of the proper functioning of what has been supplied and its compliance with the characteristics provided in Annex 1. The positive outcome of the testing operation shall be evidenced by a special report signed by the technical consultant delegated by the Contracting Authority, and the supply shall be deemed accepted only upon the positive outcome of the testing operation.

If any defects, flaws, malfunctions or discrepancies are found during testing operations, the supplier undertakes to remedy them. Upon the outcome of such interventions, a new test will be carried out in the same manner as previously agreed upon.

#### **Article 6 - BURDEN ON THE SUPPLIER**

The Supplier is obliged to comply with all the organizational and regulatory provisions for the correct execution of the supply, as well as current labour safety regulations at the place of execution of the supply, taking all necessary measures and precautions to ensure the safety of its personnel engaged in the work.

The Supplier is also obliged to rigorously comply with the provisions of this Contract.

#### **Article 7 - LIABILITIES**

The Contracting Authority is held harmless from any liability for damages to the people and/or facilities and infrastructures. The Supplier is responsible for any accident at work of the personnel recruited for the performance of the supply covered by this contract.

The Supplier undertakes to comply with and implement all the health precautions provided for by the national legislation in the performance of the supply covered by this contract.

#### **Article 8 - INTERRUPTIONS IN SUPPLY**

By its very nature, the supply cannot be interrupted except for reasons of force majeure.

In the event of force majeure, the Supplier shall promptly notify the other in writing of the force majeure event.

#### **Article 9 - DURATION AND AMENDMENTS**

This contract shall be effective from the Parties' signature until successful testing and acceptance of the date selection line supplied, within **XX** months after signature, as specified in points 5 and 6 of Article 4.

Any amendment or extension of the present contract shall be arranged by agreement between the parties on the basis of a written request sent by the Supplier, even only by e-mail, accepted in writing by the Contracting Authority, to the address indicated in Art. 13.

In the event of an extension, the Supplier shall ensure the supply under the same conditions and at the same price agreed in this contract.

#### **Article 10 - PAYMENTS**

1. Invoices and any other relevant supply documentation shall be addressed to: "**CIHEAM Bari - JOSME Project Jordan**". The original invoices shall be issued in EURO and shall be duly stamped and signed by the supplier in accordance with the following provisions:
  - 1.1 First advance payment of **40% (EURO XXXXXX)** of the contract value (art. 2) after the signing of the contract and presentation of the appropriate invoice.
  - 1.2 Second instalment of **40% (EURO XXXXXX)** of the contract value (art. 2) upon arrival **DAP** in the delivery location (art.4) of the goods at the agreed time, after the presentation of an appropriate invoice.
  - 1.3 Final instalment of **20% (EURO XXXXXX)** of the value of the contract (art. 2) after successful testing of all the items delivered and the presentation of an appropriate invoice.
2. Payments, by the Contracting Authority to the Supplier, shall be made within 10 days from the date of issue of an invoice, once the execution of the provisions of this contract has been ascertained, by means of a bank transfer in Euro currency to the current account of the Supplier:

**Account holder:** **XXXXXXXXXX**

**Bank:** **XXXXXXXXXX**

Account n°: XXXXXXXXX

IBAN n°: XXXXXXXXXXXXXXXXXXXXX

BIC/SWIFT: XXXXXXXXX

3. The Contracting Authority shall not be charged any expenses and commissions at the exchange rates requested by the Supplier's bank.

#### **Article 11 – WARRANTY & TECHNICAL ASSISTANCE**

The supplier undertakes to guarantee the supplied items, covered by this contract, for the period of XX months starting from the first start-up of the date selection line.

In addition, the supplier undertakes to ensure, during XX months and without a change to the price already stipulated in the offer, a technical assistance service operated by the supplier or a qualified and specially authorised partner, whose contact details will be provided after the signing of this contract.

#### **Article 12 – TERMINATION OF CONTRACT**

Either Party may terminate this contract in the event of breach of an obligation of the other if such breach remains uncured after thirty (30) days' notice.

#### **Article 13 - COMMUNICATIONS**

It is agreed that communications with the Supplier shall be made through the following address:

**Address:** XXXXXX (Jordan)

**E-mail:** XXXXXX

All communications sent to these addresses shall be considered valid for all legal purposes.

#### **Article 14 - LANGUAGE OF THE CONTRACT**

English is the official language of the present contract.

#### **Article 15 - PROCESSING OF PERSONAL DATA**

Together with the signature of this contract, the Supplier consents to the processing of its personal data (including sensitive data) by the personnel in charge of storage, retention and use of this contract.

In particular, the Supplier undertakes to adopt data processing based on the principles of lawfulness and fairness while respecting the confidentiality requirements, in recognition that on 5 July 2019 the CIHEAM adopted the “Security of the Information and Personal Data Protection Policy”, inspired by

the same principles stated in the EU Regulation 679/2016 – General Data Protection Regulation and subsequent amendments and additions.

### **Article 16 - DISPUTES**

Any dispute between the Parties relating to the interpretation or application of the provisions of this Agreement shall be settled through mutual and amicable consultation between the Parties. In this case, the official language for correspondence will be English Language.

Should mutual consultation fail to find other solutions, any dispute shall be settled by way of arbitration, under article 19 of the Supplementary Agreement signed in Rome on March 18, 1999, between the CIHEAM and the Government of the Italian Republic, relevant to the privileges and immunities of CIHEAM in Italy, ratified by the law no.159 of May 26, 2000.

### **Article 17 - CHARACTERISTICS OF THE CONTRACT AND FINAL SIGNATURES**

The present contract consists of 6 pages, excluding the annexes (which are however an integral part of the present contract).

#### **Annexes:**

1. Annex 1: Approved supply offer;
2. Annex 2: Registration of the Supplier to the Chamber of Commerce.
3. Annex 3: Copy of the Passport of the legal representative of the Supplier.

Date\_\_\_\_\_

Date\_\_\_\_\_

For **CIHEAM Bari**  
Contracting Authority

Director  
Maurizio Raeli

Stamp and signature

For **XXXXXXX** Supplier

Legal Representative  
**XXXXXXX**

Stamp and signature