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

# DRAFT SUPPLY CONTRACT

Dir.01/

**Supply of equipment and technical furnishings for the AKU - National Food Authority laboratories of Skutari, Fier, Gijrokaster and Tirana**

**PROJECT -** TYPIC-AL Improvement of Food Safety Standards along the Albanian Supply Chains of Typical Local Products [AID 12446]

No AL/LAB OT/01/25

**financed by the Italian Ministry of Foreign Affairs and International Cooperation - Italian Agency for Development Cooperation**

CIHEAM Bari – Mediterranean Agronomic Institute of Bari,

Via Ceglie 9, 70010 – Valenzano (BA) – Italy

(‘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:

**Article 1 Subject**

* 1. The subject of the contract shall be:

Supply, delivery at destination place ……….., put into operation and testing, implementation of warrantee provisions of below laboratory equipment, including accessories:

1. LOT 1: Laboratory Systems for water purification
2. LOT 2: UV-VIS spectrophotometric systems
3. LOT 3: Systems for analysis of Kjeldahl nitrogen (TKN), proteins and ammoniacal nitrogen
4. LOT 4: Laboratory equipment
5. LOT 5: Technical furnishings

With the quantities and modalities specified in the approved offer**.**The place of delivery and acceptance of the supplies shall be ……. , the time limits for delivery shall be 60 days following the Contract signature and the Incoterm applicable shall be DDP[[4]](#footnote-4).

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.

**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 and technical offer (Annex II)
* the financial offer (Annex III);
* Specified forms and other relevant documents (Annex IV);

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**

The following conditions to the contract shall apply:

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

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Biagio Di Terlizzi |
| Title: |  | Title: | Director of CIHEAM Bari |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

# *SPECIAL CONDITIONS*

**CONTENTS**

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorization of the appropriate Commission departments, other clauses may be added to cover specific situations.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 Contact Persons – Contracting Authority

• CIHEAM Bari administrative office, [gareappalti@iamb.it](mailto:gareappalti@iamb.it)

• Paolo Viviani, [typic.al@iamb.it](mailto:typic.al@iamb.it) (in Carbon Copy ‘cc’),

Indicate here the contact persons, addresses of the parties and their contact details the documents to provide and the procedure to be used by the Parties for communication.

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 18 below, 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 6 Subcontracting**

Subcontracting is not allowed.

**Article 7 Supply of documents**

Technical fiches of the proposed items.

**Article 8 Assistance with local regulations**

Assistance for the registration or similar requirements of agricultural machinery (e.g. tractor) in compliance with the national legislation.

**Article 9 General obligations**

9.9 Not applicable

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 A performance guarantee equal to 7% of the contract value is foreseen.

**Article 12 Liabilities and insurance**

12.1(a) As per general conditions

12.1(b)As per general conditions

12.2(a), paragraph 1 As per general conditions

12.2(a), paragraph 2 As per general conditions

12.2(b), paragraph 2 The contractor is responsible to take appropriate actions to satisfy specific insurance requirements to cover the transport of supplies according to the Incoterm, DDP - Delivered Duty Paid.

**Article 13 Programme of implementation of tasks**

13.2 Not applicable

**Article 14 Contractor’s drawings**

14.1 Not applicable

**Article 15 Sufficiency of tender prices**

15.1 As per general conditions

**Article 16 Tax and customs arrangements**

16.1 As per general conditions

**Article 17 Patents and licences**

17.1 As per general conditions

**Article 18 Commencement order**

18.1The implementation of the task shall begin since the day of contract signature.

**Article 19 Period of implementation of the tasks**

19.1The implementation period of the tasks is 60 calendar days in relation to the date stipulated in the previous article.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is foreseen.

**Article 25 Inspection and testing**

25.2 All items will be submitted to inspection and supervision of the testing at delivery and acceptance places as indicated in the contract agreement. The testing shall be carried out by the Contractor at the presence of a representative from the Contracting Authority and the beneficiary.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

26.3 As per general conditions.

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

a)For the 40% pre-financing;

b)For the 60 % balance,the invoice together with the request for provisional acceptance of the supplies.

26.9The contract does not include a price revision clause.

**Article 28 Delayed payments**

28.2As per general conditions.

**Article 29 Delivery**

29.3The packaging shall remain the property of the contractor subject to environmental considerations.

29.5/6/7 Statement of conformity to relevant European Union standards. All documents from the producer accompanying the items supplied (user manuals, technical documents etc.). Each package or parcel shall carry one external readable label indicating the content and the destination place.

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11.

**Article 32 Warranty obligations**

32.6 No additional obligations are foreseen under the warranty.

32.7 The warranty must remain valid for period to be specified, minimum one year after provisional acceptance.

**Article 33 After-sales service**

33.1 No after-sales services are foreseen.

**Article 40 Settlement of disputes**

40.4 In the absence of an amicable settlement, disputes will be solved by means of an arbitration, according to the article 19 of the Supplementary Agreement signed in Rome on 18/03/1999 between CIHEAM Bari and the Government of the Italian Republic, relevant to the privileges and immunities of CIHEAM Bari in Italy, ratified by Law 26 May 2000, n° 159.

**Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[5]](#footnote-5) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

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)
4. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
5. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-5)