

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

**DRAFT CONTRACT**  
**SUPPLY CONTRACT FOR EUROPEAN**  
**UNION EXTERNAL ACTIONS**  
**No JM-H20-SUP-09/1**  
**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

Planning Institute of Jamaica  
16 Oxford Road  
Kingston 5  
Jamaica

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>  
[<Legal status/title>]<sup>1</sup>  
[<Official registration number>]<sup>2</sup>  
<Full official address>  
[<VAT number>]<sup>3</sup>, (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT:** A Jamaica Path from Hills to Ocean (2020/042-226)

**CONTRACT TITLE:** Supply and Delivery of Land Husbandry Equipment, Tools and Supplies to Castleton Botanical Gardens

**IDENTIFICATION NUMBER:** JM-H20-SUP-09/1

**Article 1      Subject**

1.1      The subject of the contract shall be: the supply and delivery of the following supplies:

Lot 1: Supply and Delivery of Land Husbandry Equipment, Tools and Supplies to Castleton Botanical Gardens

The place of acceptance of the supplies shall be Castleton Botanical Gardens, Junction Main Road, St. Mary. **The time limits for delivery shall be 120 days from the signature of the contract by the last party** and the Incoterm applicable shall be DDP<sup>4</sup>. The implementation

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

<sup>3</sup> Except where the contracting party is not VAT registered.

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

period of tasks shall run from the date of signature of last party to the date of 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 \$.....Jamaican dollars.
- 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);
- 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:

(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

(b) the data protection notice is available at [https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

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

**For the contractor**

Name:

Title:

Signature:

Date:

**For the contracting authority**

Name:

Title:

Signature:

Date: