

Contract reference [insert ref]

CONTRACT FOR SUPPLY OF [insert supply] FOR GOAL [insert country] PROGRAMME

Date:

No. of pages including this page:

1 PARTIES

This Agreement dated [DAY] of [MONTH], 2019

between

1. GOAL, incorporated in Ireland with charity number [INSERT], whose registered office is at [INSERT] (**GOAL** or the **Customer**)

AND

2. [FULL COMPANY NAME] incorporated in [COUNTRY], under company registration number [INSERT]. Whose registered office is at [ADDRESS] (the **Supplier**)

2 BACKGROUND

1. By Expression of Interest (**EOI**) and Invitation to Tender [insert ref] dated [insert date] (**ITT**) GOAL sought and was provided with a tender from the Supplier as attached at Annex 1 [the **Tender**].
2. Goal accepted the Tender and the agreement between the parties is founded upon the tender documents and the additional terms and conditions as appear herein.

3 CONSIGNEE & CONTACT DETAILS

Name	Address	Contact number
[insert name] Warehouse Supervisor ¹	GOAL – [insert country] PROGRAMME	[insert contact telephone and email of warehouse/receiving staff members]
	[insert warehouse address]	[insert 2nd warehouse address if applicable]

¹ Change to applicable person if no warehouse or delivery not to warehouse



<p>Contract Focal Point – Primary [Insert name, tel and email]</p> <p>Contract Focal Point – Secondary [Insert name, tel and email]</p>	<p>Responsible Buyer: [insert CD name and title]</p> <p>Contract Focal Point: [insert relevant focal point in logistics] Tel: [insert tel. no.] Email: [insert email]</p>
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4 RESPONSIBILITIES OF SUPPLIER

4.1 To supply sound, fair, and merchantable quality fortified wheat flour (the **Goods**) as per the detailed specifications and breakdown of the quantities per destination provided in **Annex 3**.

5 PACKAGING DETAILS

- 5.1 The Goods are to be packed for shipment as per the detailed specifications of the packaging and quantities in **Annex 3**
- 5.2 **[DELETE THIS CLAUSE IF NOT APPROPRIATE FOR SPECIFIC CONTRACT]** A detailed packing list showing the contents of each packing unit (food carton or bag) must be printed on every single packaging unit.
- 5.3 As well as the packing list for each transport unit which is a truck, a packing list shall be prepared, duly signed, and stamped by the Supplier, and shall also be verified against the contents of the truck and the contents of the packing list by GOAL. The above inspection of the necessary paperwork will occur at the final delivery destination, GOAL warehouses in Idleb, Northern Syria as per delivery schedule provided in Annex 3.
- 5.4 Verification process of all **[insert supply name]** will be carried against
- (1) All specifications and technical details provided **in Annex 1, 2, 4 and 5**;
 - (2) The Certification of Quality assurance; and
 - (3) The Certificates of Origin.
- 5.5 Goods will not be accepted until GOAL is satisfied that all documentation and criteria are met.
- 5.6 Goods shall be adequately packed to meet the requirements of the transport mode stipulated, and are required to withstand transportation, loading and unloading handling during transit to final destination.

6 ORIGIN OF GOODS

6.1 Unless otherwise approved by GOAL, the source and origin of any Goods financed under this Agreement shall be as per the Tender attached at **Annex 1**. A certificate of origin duly approved by the **[insert country]** Chamber of Commerce or the **[insert country]** Customs Authority must be submitted with each delivery.

7 NATIONALITY OF SUPPLIER

8 SUBCONTRACTING

- 8.1 The Supplier shall seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling this Agreement. Full details of the proposed sub-contracting company and the nature of their services shall be included in the written request for approval. Written requests for approval must be submitted to the contract focal point identified under clause 3. GOAL shall have the sole discretion to refuse any subcontractor that is proposed by the Supplier. The Supplier will not, without prior written consent of GOAL, assign, transfer, charge, or deal in any other manner with any rights under this Agreement.
- 8.2 The Supplier confirms and warrants that no sub-contractor, agent or partner whom it works with are associated with terrorism. This is consistent with the declarations made by the Supplier in the Tender documents. In the event that any sub-contractor, agent or partner is deemed by GOAL, to be associated with terrorism then this Agreement may be terminated by the Customer.

9 DELIVERY/SHIPMENT SCHEDULE AND INSTRUCTIONS

- 9.1 All the deliveries of Goods shall be accomplished on 2010 Incoterm DDP2, to GOAL warehouses in [insert region] in [insert country/other area] (as per GOAL detailed delivery schedule provided in Annex 4)
- 9.2 GOAL accepts no responsibility for delivery conditions at each destination.
- 9.3 GOAL [insert country] Office in [insert capital office] and GOAL authorised logistics personnel in each location outlined in Annex 4, will assess if all the contractual terms, conditions, duties are accomplished and responsibilities are satisfactorily completed, and any supply will not be deemed to be complete until they have confirmed this internally.
- 9.4 The Supplier remains solely responsible for the Goods until they are taken over by GOAL [insert country] respective offices as per delivery/ shipping schedule provided in Annex 4, as per the agreed Incoterm, DDP3 GOAL warehouses in [insert district and area/country]. No payments shall be made by GOAL to the Supplier for any lost, damaged or under-delivered quantities of Goods.
- 9.5 Time shall be of the essence in the delivery of Goods under this Agreement. The Supplier must immediately inform GOAL in writing of any changes in the date of readiness of instalment deliveries. If they differ from the dates and instalment of delivery schedules agreed by both parties and set out in Annex 4, acceptance of any such change remains at the sole discretion of GOAL and shall not be deemed a waiver of any of GOAL's rights under this Agreement.
- 9.6 For the avoidance of doubt, delay in the delivery of Goods for period of 14 days or more beyond the final delivery date set out in Annex 4 (or, in the case of border closures 30 days) shall be a material breach of this Agreement and accordingly GOAL shall have a right to terminate this Agreement in accordance with GOAL's standard Terms and Conditions. No failure or delay in exercising any right or remedy under this Agreement will operate as a waiver thereof.
- 9.7 If either party, due to security situations outside their control, has to suspend activity related to this Agreement in any location or locations, they will provide the other party written notice of same within 24 hours of the suspension; and activities will be paused for a maximum duration of 30 days. During this period the situation will be reviewed on an ongoing basis and potential solutions explored. However, upon expiry of this 30-day period with no mutually acceptable solution found or agreed, this Agreement will be automatically cancelled.

² Change as appropriate

³ Change as appropriate



9.8 If the Agreement is cancelled, GOAL is not liable to pay for deliveries not made; but will pay for deliveries received and confirmed up to the date of the notice of suspension

10 MODE OF TRANSPORT

- 10.1 It is the Responsibility of the Supplier to ensure delivery of the Goods on terms of DDP4, Incoterms 2010, to GOAL warehouses, [insert region and area/country] (see Annex 4). When making delivery the Supplier will also ensure that and the following occurs:
- 10.1.1 Allow a third party, employed by GOAL, to collect a random sample of Goods according to the batch.
- 10.1.2 Allow a third party, employed by GOAL, to oversee and inspect the loading at the Supplier's warehouse in [insert country] [and the cross-loading of the consignment from [insert country] registered trucks to [insert country] registered trucks at the [insert crossing point name] delete this second part if no cross loading will occur].

11 SUPPLIER NOTIFY PARTIES/APPROPRIATIONS

- 11.1 All documents, as required by the Customer, must be sent five days in advance of the delivery of goods, as follows:
- 11.1.1 couriered to GOAL [insert country] Head Office in [insert capital office] to contract focal point in Clause 3;
- 11.1.2 emailed to the consignee as named in clause 3, and c.c. to the Buyer;

12 GUARANTEE/WARRANTY

- 12.1 The Supplier hereby warrants and represents that the Goods are new and unused, legal, not stolen or prohibited for sale in any way, including by having been a donation or granted before.
- 12.2 The Supplier hereby warrants and represents that all the Goods shall conform fully to all requirements of this Agreement, shall conform to approved samples, certifications submitted against this requirement, shall be fit for the use for which they are intended, and shall be free from defects in material, workmanship and design.
- 12.3 The Supplier hereby warrants and represents that they have fulfilled all the legal requirements to export the Goods into Syria. The Customer will release payment, after timely delivery, internal confirmation of reception of the delivery and receipt of legal documentation for the import and export of the Goods. The import documents should clearly indicate the source of the supplies.

13 INDEMNITY

- 13.1 The Supplier hereby agrees to indemnify and keep GOAL (including its employees and agents) fully and effectively indemnified on demand and to hold GOAL harmless from and against any and all liabilities, losses, costs, charges, damages and expenses whatsoever (including, but not limited, to all direct, indirect and consequential losses, loss of profits, reputation, revenue and/or goodwill and any fines, penalties, interest or taxes, and any legal and other professional fees, charges or expenses) which are suffered or incurred arising out of or in connection any action or inaction of the Supplier in connection with this Agreement including, without limitation, any liability arising from a breach of any of the warranties described in the foregoing sub-clauses.
- 13.2 The Supplier will ensure during the term of this Agreement that it will maintain in force with a reputable insurance company, professional indemnity insurance in an amount not less than [INSERT] and will, on GOAL's request, produce a copy of the insurance certificate providing details of the cover and a copies of receipts for all premiums paid.

⁴ Change as appropriate

14 ARBITRATION OF DISPUTES

14.1 All disputes arising out of or in connection with this Agreement shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

15 DOCUMENTS REQUIRED

No	Document	Responsibility Of	Originals	Copies
1	Commercial Invoice	Supplier	2	0
2	Shipping Invoice	Supplier	2	1
3	Packing/Weight List	Supplier	2	1
4	Certificate(s) of Origin for each commodity item	Supplier	1	1
5	Supplier Waybill or Delivery Note	Supplier	2	1
6	Proof of Delivery	Buyer (GOAL Goods-in-Dockets issued by GOAL Syria)	1	2
7	Certificates(s) of commodity safety and quality assurance per commodity type per batch, refer to Annex 3 for a detailed list of Required Certifications per Commodity Item	Supplier	1	1
8	Free Gift Certificate	Buyer (GOAL Syria office in Antakya)	2	1

16 CERTIFICATION REQUIRED

- 16.1 The certification of quality assurance, laboratory certificates as per Annex 4 and Annex 5, including chemical and physical tests and certificates of origin, will also be checked for each delivery.
- 16.2 GOAL will employ a third party company for laboratory testing. The Supplier will work with the third party contracted by GOAL to undertake laboratory testing tasks and allow the agency free access to the Supplier's site and ensure that the third party is informed of dispatch dates and provide a minimum of three working days' notice prior to any changes in dispatch dates.
- 16.3 GOAL will employ a third party company for inspection of the loading [and cross-loading] and random sampling of loaded goods. All trucks must be loaded under inspection and supervision of a third party company engaged by GOAL. No deliveries will be accepted without proof of inspection and control by this third party. Should the Supplier fail to provide this minimum notice to the agency, they agree that any charges incurred by GOAL related to insufficient notice will be deducted from any payment due under this Agreement.
- 16.4 Goods will not be accepted until GOAL is satisfied that all the necessary documentation has been provided and accepted by GOAL; and GOAL have confirmed the conformity of Goods to the specification.

17 PAYMENT TERMS

17.1 GOAL shall pay the Supplier upon receipt, verification, and certification of the completed and accepted deliveries, only after confirmation that the Goods have been received in satisfactory condition and quantities. Confirmation may only be given by GOAL authorised personnel.



17.2 The total contract value is [insert contract value in both numbers and words]

17.3 The parties hereby agree and undertake that GOAL shall be fully released from all of the Contractual obligations and the Supplier shall have no additional claim from GOAL when the fee specified herein is duly paid.

17.4 Payment shall be carried out for the completed order and delivered supplies in accordance with the Delivery/Shipping Schedule of Annex 1.

17.5 All payments shall be carried out by Bank Transfer.

17.6 All invoices must clearly indicate the Supplier’s Bank Name, Account Number, IBAN, SWIFT/BIC, Account Holders Name, Company Registration Number, Registered Company Name, Registered Address, contact details, including valid email address, date of invoice, currency, total amount due, GOAL OQRF/ Contract number, detail of goods delivered, duly signed and stamped by the signatory of Supplier in Present Contract. The bank Account Holders Name must be the same as the Supplier name as per clause 1, and the details must be the same as set out in clause 16.7 below. The costs set out in the invoice must be for all costs of delivery and insurance as per agreed Incoterm (2010) DDP5 GOAL warehouses in [insert region and area/country].

17.7 Bank Account details:

Account Name (i.e. account holder)	
Registered Address of account holder	
Bank Name	
Branch name	
Bank Address	
IBAN	
SWIFT/BIC	
Account number	
Branch code	

17.8 In case of any inconsistent deliveries of lesser quantities or wrong or damaged Goods, GOAL has a right to request, and the Supplier agrees to reimburse the cost of those goods including if full payment has already been made by GOAL to the Supplier against the Goods verified and accepted by GOAL in respective locations.

17.9 GOAL shall not make payments for any Goods, not delivered, partially delivered, lost or damaged.

17.10 Payment schedule is 100% payment for the completed delivery which is confirmed as accepted by the GOAL authorised and nominated logistics personnel, to be carried out within 30 working days upon completion of deliveries, verification of the entire amount, and internal confirmation of the acceptance of the Goods by GOAL in final destination of GOAL warehouses in [insert region/area] (see Annex 4).

17.11 Payment shall not be carried out until after the presentation of all the legally required customs export and import documentation, as well as road waybills, [CMRs], packing list, shipping invoices and VAT stamped Commercial Invoices, and after all certifications outlined in Annex 5 are met.

17.12 No other costs are to be borne by GOAL, apart from those detailed in Annexes 2 and 4.

17.13 All payments are to be made in [insert currency].

⁵ Change as applicable



17.14 All tax exemption documentation for importing the Goods into Syria shall be the responsibility of the Supplier and must be provided before the shipment of the Goods is carried out by the Supplier.

18 SPECIAL DONOR PROVISIONS

- 18.1 All Goods being purchased by GOAL under this Agreement are sponsored by [insert donor] (the **Donor**) funded grants for the GOAL [insert country] programme. GOAL has the right to terminate this Agreement upon notice in writing or by email to [insert supplier email] with immediate effect, without compensation, in the event that the Donor terminates the award under which this Agreement is funded.
- 18.2 The Supplier shall abide by both GOAL Standard Terms and Conditions provided in Annex 3, in addition to the Donor's Minimum Standards set out in Annex [INSERT].

19 SURVIVAL

- 19.1 All covenants, agreements, representations and warranties made under the Agreement shall survive the execution and delivery hereof, and shall continue in full force and effect so long as any of the obligations hereunder remain outstanding, unperformed or unpaid.
- 19.2 The termination of this Agreement will not affect the survival and enforceability of any provision of this Agreement which is expressly or impliedly intended to remain in force after such termination.

20 ACCEPTANCE

- 20.1 Receipt by GOAL of the Contract signed by the Supplier shall constitute acceptance of the contract by the Supplier, including all Annexes.
- 20.2 By signing this Agreement, the Supplier confirms it will abide by and follow all the Donor's terms and conditions.
- 20.3 Acceptance is limited to the terms herein stated, or incorporated by reference and any additional or different terms or conditions proposed by the Supplier are rejected.
- 20.4 The signatory for Supplier must be authorised to sign for this contract value or have letter of authority from Supplier to do so.
- 20.5 The person signing on behalf of the Supplier must provide a form of photo identification that has been issued by a Government and has an example of their signature; for example, a national ID card or passport.

21 ADDITIONAL TERMS

- 21.1 **Entire agreement:** This Agreement which incorporates Annexes 1 to INSERT supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties.
- 21.2 **Jurisdiction:** It is agreed that the Contract shall be governed by, construed and enforced in accordance with the laws of Ireland and the parties submit to the jurisdiction of the Courts of Ireland.



21.3 **Variation:** No variation of the Agreement or any of the documents annexed to it will be valid unless it is in writing and signed by or on behalf of each of the parties.

22 SUMMARY OF ANNEXES

22.1 All the annexes listed below are an integral part of this Contract.

Annex 1: Invitation to Tender [insert tender ref]

Annex 2: Supplier's offer under tender [insert tender ref]

Annex 3: Standard GOAL terms and conditions

Annex 4: Product, Delivery and Contract schedule

Annex 5: Certifications of Quality and Compliance

THE PRESENT CONTRACT, WITH ALL ANNEXES, HAVE BEEN READ, UNDERSTOOD AND ACCEPTED BY

For GOAL:		For Supplier:	
Name		Name	
Position		Position	
Signature		Signature	
Date		Date	
Stamp			