**IT FRAMEWORK CONTRACT**

CONTRACT NUMBER – 2015/EMSA/OP/10/2015

The European Maritime Safety Agency (hereinafter referred to as "EMSA"), with its seat at Praça Europa 4, 1249-206 Lisbon, Portugal, VAT registration no.: 507 685 326, represented by Markku Mylly, Executive Director, of the one part,

and

[full official name ]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), *represented by* [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions**, and the following Annexes the :

**Annex I** General Conditions

**Annex II** General Terms and Conditions for Information Technologies Contracts

**Annex III** Order Form– Template

**Annex IV** Tender Specifications (Invitation to Tender No [*complete*] of [*complete*])

**Annex V** Contractor's Tender (No [*complete*] of [*complete*])

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions and in the Service Level Agreement shall take precedence over those in the other parts of the Contract.

- The terms set out in the General Conditions shall take precedence over those in the General Terms and Conditions for Information Technologies Contracts.

- The terms set out in the General Terms and Conditions for Information Technologies Contracts shall take precedence over those in the Annexes of the Contract (.

- The terms set out in the Framework Contract shall take precedence over those in Order Forms.

- The terms set out in the Tender Specifications (Annex IV) shall take precedence over those in the Tender (Annex V).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by EMSA; subject to the rights of the Contractor under Article 8 should he dispute any such instruction.

**Special Conditions**

**Article 1 - Subject**

**1.1** The subject of the Contract is:

- the sale of Multifunctional Devices (MFD) and Printers, their options and accessories, and the provision of Operational Maintenance,

- the provision to EMSA of the Additional Services, as set out in the Annex, being related to the provision of Products.

The Products and Servicescovered by this Contract are listed in Annex IV and Annex V.

**1.2** Upon implementation of the Contract, the Contractor shall supply the Products and shall provide the Services related to them in accordance with Annex IV and Annex V.

**1.3** The Contract does not confer on the Contractor any exclusive right to supply the Products or to provide Services referred to in the above paragraph.

**1.4** Signature of the Contract imposes no obligation on EMSA to purchase. Only the implementation of the Contract through Order Forms is binding on EMSA.

**1.5** All Order Forms implementing the Contract shall be in conformity with to the terms set out therein.

**Article 2 - Duration**

**2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.

**2.2** Under no circumstances implementation may take place before the date on which the Contract enters into force. Order Forms may under no circumstances be placed before the date on which the Contract enters into force.

**2.3** The Contract is concluded:

(a) For the acquisition of Products *(*Multifunctional Devices (MFD) and Printers)stated in Art 1.1 with exception of the maintenance related thereto a period of 4 years with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

(b) For the maintenancerelated to the Products and/or Services (acquisition of options, accessories, consumables, the Operational Maintenance services and additional services) a period of 7 years with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

**2.4** The Order Forms pursuant to the Contract shall be signed before the Contract which it refers expires. The Contract shall continue to apply to Order Forms executed after the Contract expires. Such Order Forms shall be executed no later than six (6) months after expiry of the Contract.

**2.5** The Contract may be renewed for the maintenance related to the Product or Services (acquisition of options, accessories, consumables, the Operational Maintenance services and additional services) up to 3 times, each time for a period of 1 year only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

**ARTICLE 3 - PRICES**

**3.1** The prices of this contract shall be: as listed in Annex V.

**3.2** The maximum amount of this Framework Contract shall be [complete]

**3.3** Prices shall be expressed in Euro.

**3.4** The Contractor must commit itself to updating the prices for supplies at least once every six months, and to providing models and their options and extensions at a price whose relationship to the prevailing market price for equivalent items remains constant. In updating its price list, prices may be reduced at any time, but never increased.

In the event that the requested equipment has become obsolete and cannot be supplied when an Order Form is issued, the Contractor shall make available equivalent and improved models at the same or lower price than that of the obsolete model.

**3.5** The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Contract.

Prices shall be fixed and not subject to revision for Specific Contracts placed during the first year of performance of the Contract or Amendment. From the beginning of the second year of performance of the Contract or Amendment only the following prices may be subject to revision on the basis of indexation:

1. *Products* maintenance that is calculated at a fixed price expressed in an absolute figure;
2. prices or fees relating to *Services*.

Prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than 31st July in order that the new rates may take effect on 1st January of the following year. Specific Contracts shall be placed on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision, unless and only when the duly signed Specific Contract provides that it will be in force after the 1st January of the following year.

This revision shall be determined by the trend in the harmonised consumer price index EU-27 published for the first time by the Office for Official Publications of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/> [HICP – Harmonized Indices of Consumer Prices; DATA; Database, HICP- Monthly Data (2005=100)].

Revision shall be calculated in accordance with the following formula: Ir

Pr=Po (—)

Io

where:

|  |  |  |
| --- | --- | --- |
| Pr | = | revised price; |
| Po | = | price in the original tender; |
| Io | = | index for the month in which the validity of the tender expires |
| Ir | = | index for the month corresponding to the final date of receipt of the letter requesting a revision of prices |

**ARTICLE 4 –PERFORMANCE OF THE CONTRACT**

**4.1 For the acquisition of Multifunctional Devices and Printers, their options and accessories, the Operational Maintenance Service and the Additional Services**

Within 10 working days after Order Form being sent by EMSA, the Contractor shall return it, duly signed. The period allowed for the execution of the tasks shall start to run on the date of the signature of Order Form, unless a different date is indicated on Order Form.

**4.2 For acquisitions from the catalogue**

Within 10 working days of a request for Products or Services being sent by EMSA, the Contractor shall return quotation for price. Within 10 working days of a demand for conclusion of Order Form being sent by EMSA, the Contractor shall return it, duly signed and dated.

**4.3 Delivery**

The supplies shall be delivered at place and Incoterm DDP

The Contractor shall notify EMSA of the exact date of delivery at least 5 days in advance. Deliveries may be made on any working day during normal working hours, at the agreed place of delivery.

**ARTICLE 5 – Payment Arrangements**

Payments under the Contract shall be made in accordance with Article I.6. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

**5.1 Payment for acquisition of Multifunctional Devices and Printers, their options and accessories and the Additional Services**

**Payment of the balance**

The contractor shall submit an invoice for payment of the balance. EMSA shall make the payment within 30 days from receipt of the invoice.

**5.2 Payment for** **Operational Maintenance**

**Interim payment**

The contractor shall submit an invoice for an interim payment every three months, equal to the services provided, based on number of pages actually printed/copied within the duration of the relevant Order Form.

The invoices shall cover three full calendar months, except the first invoice, that may cover an additional period of services from the entry into force of the relevant Order Form.

EMSA shall make the payment within 30 days from receipt of the invoice.

**Payment of the balance**

The contractor shall submit an invoice for payment of the balance for the last three months of service referred to relevant Order Form.

EMSA shall make the payment within 30 days from receipt of the invoice.

**Article 6 – BANK ACCOUNT**

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank: [complete]

Address of branch in full:[complete]

Exact designation of account holder: [complete]

Full account number including codes:[complete]

[*IBAN code*:[complete]]

**ARTICLE 7 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by EMSA on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses*[[1]](#footnote-1)*:

EMSA:

European Maritime Safety Agency

Roar Fondse

Praça Europa 4

1249-206 Lisbon

Portugal

Contractor:

Mr/Mrs/Ms [complete]

**[**Function**]**

**[***Company name***]**

**[**Official address in full**]**

Invoices shall be sent to the following address:

EMSA:

European Maritime Safety Agency

Invoice Registration (IR)

Unit A.2 – Legal and Financial Affairs

Praça Europa 4

1249-206 Lisbon

Portugal

**Article 8 – Applicable law and settlement of disputes**

**8.1** TheContract shall be governed by Union law, complemented, where necessary, by the national substantive law of Portugal.

**8.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Lisbon, Portugal.

**Article 9 – DATA PROTECTION**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by Head of Unit A.3 acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

**Article 10 – EXPLOITATION OF THE RESULTS OF THE CONTRACT**

Not Applicable

**Article 11 – termination by either contracting party**

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving six (6) months formal prior notice. Should EMSA terminate the Contract, the Contractor shall only be entitled to payment corresponding to the goods and services ordered before the termination date, provided that they have duly delivered in conformity with the Contract and the Order Form(s).On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the goods delivered and Servicesrendered up to the date on which termination takes effect, within a period not exceeding sixty (60) days from that date.

**Article I.12 – E-procurement**

The execution of the contract between EMSA and the contractor may be automated by the use of one or more of the following applications: e-Request, e-Catalogue, e-Ordering and e-Fulfilment and e-Invoicing.

At the request of EMSA, the use of the above applications may be mandatory during the lifetime of the contract.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,  [Insert name and title of the Authorising Officer]  signature[s]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For EMSA, Markku Mylly, Executive Director  signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Lisbon, |

In duplicate in English.

1. Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e‑mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening). [↑](#footnote-ref-1)