

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

## ***DRAFT CONTRACT***

### **FRAMEWORK SUPPLY CONTRACT SUPPLY OF IT & COMMUNICATION EQUIPMENT**

No <Contract number>

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this framework contract by Richard Wright, Director of Directorate A Crisis Platform and Policy Coordination in CFSP, External Relations Directorate General, 1049 Brussels, Belgium, on the Commission's behalf and on behalf of persons entrusted with the implementation of specific actions, pursuant to Title V of the Treaty of the European Union Union or responsible for the implementation of the CFSP budget or other bodies entrusted with the implementation of specific actions in accordance with the Financial Regulation of the European Community ("the Financial Regulation"),

("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:

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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.

## **FRAMEWORK CONTRACT <Contract title>**

**Identification number** <Publication reference>

The Framework Contract shall consist of these **Special Conditions** and the following annexes:

- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders]);
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the Budget breakdown – Financial offer (Annex IV);
- legal entity form and the financial identification form (Annex V);
- the model specific contract/order request form (Annex VI);
- the model performance guarantee and pre-financing guarantee (Annex VII)

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

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article 10 of the Special Conditions, should he dispute any such instructions.

### **I. SPECIAL CONDITIONS**

#### **Article 1 Subject**

- 1.1** The subject of this Framework Contract shall be the supply and delivery of..... to Civilian Crisis Management Operations (“CCMOs”) (preparatory missions included) managed either by the Commission, by bodies entrusted with the implementation of specific actions in accordance with the Financial Regulation or responsible for the implementation of the CFSP/ESDP budget, or by persons entrusted with the implementation of specific actions pursuant to Title V of the Treaty of the European Union (“the TEU”). Such persons shall be the Head of Mission representing the mission charged with managing a CCMO (“the Mission”) or a European Union Special Representative (“EUSR”).

The Framework Contract shall be implemented by Specific Contracts. The Specific Contracts shall be concluded by the Commission, or with the agreement of the Commission, by persons entrusted with the implementation of specific actions pursuant to Title V of the TEU or responsible for the implementation of

the CFSP budget as defined above; or by other bodies entrusted with the implementation of specific actions to whom the Commission has delegated powers of Contracting Authority in accordance with the Financial Regulation.

The place of delivery and acceptance of the supplies, the time limits for delivery and the Incoterms 2000 International Chamber of Commerce applicable shall be set out in the Specific Contract to be concluded by the contracting parties for the delivery of vehicles.

- 1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annexes.
- 1.3 The supplies which form the subject of the Specific Contract implementing the Framework Contract, must be accompanied by the spare parts described by the Contractor in his tender and in line with the technical specifications.

## **Article 2 Duration**

## **Article 3 Price**

- 3.1 The price of the supplies shall be that shown on the financial offer (Annex IV).
- 3.2 The prices shall be firm and shall not be subject to revision for orders placed during the first year of performance of the Framework Contract.

From the beginning of the second year of performance of the Contract, prices may be revised upwards or downwards each year. Where such revision is requested by one of the contracting parties by registered letter, this should be presented no later than three months before the anniversary of the date on which the contract was signed. Orders 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.

This revision shall be determined by the trend in the harmonised consumer price index, HICP - all items of the Euro area, as published on Eurostat's webpage (Euroindicators- HICP Predefined tables:

[http://epp.eurostat.ec.europa.eu/portal/page?\\_pageid=2714,1,2714\\_61582070&dad=portal&schema=PORTAL#EUROI](http://epp.eurostat.ec.europa.eu/portal/page?_pageid=2714,1,2714_61582070&dad=portal&schema=PORTAL#EUROI)).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left( \frac{Ir}{Io} \right)$$

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 date of receipt of the letter requesting a revision of prices.

- 3.3** Notwithstanding the above, for the products subject to rapid technological changes, the successful tenderer will be required to undertake, at least every 6 months, and at its own expense, a review of the proposed pricing prices of the supplies/goods under the scope of the indicated lots, on a price benchmarking. This shall ensure that the prices represent adequate value with respect to the situation on the market. The prices may, as a result of this benchmarking, be reduced but never increased.
- 3.4** Notwithstanding the above, the freight and related costs for transporting the vehicles to the place of the delivery shall be based on the elements and according to the provisions of the financial offer and will be specified in the Specific Contract.

## **Article 4 Orders and payment**

- 4.1** Orders shall be placed and executed in accordance with the following instructions:
- 4.2** The period allowed for delivery shall start to run on the date the Contractor signs the Specific Contract, unless another date is indicated in the Specific Contract.
- 4.3** The Contractor shall notify the Contracting Authority of the exact date of delivery at least ten days in advance. All deliveries shall be made in accordance with the specifications mentioned in the Specific Contract. The Contractor shall bear all costs and risks involved in delivering the goods to the place of delivery.

### **4.4 Payments**

Payments of Specific Contracts shall consist of a pre-financing payment and a final payment or, if no pre-financing payment is requested, one payment for the full amount

In accordance with Art. 26.5 of the General Conditions the 30% pre-financing payment will be made following the signing of the Specific Contract and the submission of a payment request and the lodging of the performance guarantee. If a pre-financing is requested and this payment exceeds EUR 150.000, the Contractor must provide a financial guarantee for the full amount of the pre-financing payment.

The final payment, or in case no pre-financing payment was requested, the payment for the total amount, will be made following the delivery and provisional acceptance of the vehicles. Payments can be made either for the whole order or in case of large volume orders to be delivered over a period of time, for partial delivery if this possibility has been included in the Specific Contract.

The request for the final payment shall be admissible if accompanied by

- the relevant invoices, indicating the reference number of the Contract and of the Order to which they refer;
- a copy of the Certificate of Provisional Acceptance of the supplies.

Payments shall be made in Euro.

## **Article 5     Bank Account**

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

Name of bank

Address of bank in full:

Exact designation of account holder:

Full account number including codes:

IBAN code:

## **Article 6     Performance guarantee**

The amount of the performance guarantee shall be 10% of the value of the Specific Contract. The performance guarantee must be provided immediately following the signature of the Specific Contract and prior to submitting a request for a pre-financing payment, and in any case before the actual delivery and provisional acceptance of the vehicles.

## **Article 7     Provisional/Final acceptance**

The Certificate of Provisional/Final Acceptance must be issued using the template in Annex VII

## **Article 8     Warranty**

The Contractor shall ensure that all supplies have the manufacturer's warranty. The warranty guarantees that the supplies are new and unused, of the most recent models and incorporate all recent improvements in design and materials. The manufacturer's warranty shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for [*at least one year*] after provisional acceptance.

The Contractor shall be responsible to ensure that all defects in, or damage to, any part of the supplies which may appear or occur during the manufacturer's warranty period and which:

- a) result from the use of defective materials, faulty workmanship or design of the Contractor; or
- b) result from any act or omission of the manufacturer during the warranty period; or
- c) appear in the course of an inspection made by, or on behalf of, the Contracting Authority.

will be repaired within a reasonable time

## **Article 9     Rules of Origin**

No restrictions apply with respect to the origin of the goods.

## **Article 10 General Administrative Provisions**

Any communication relating to the Framework Contract shall be made in writing and shall bear the Framework Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission  
Directorate-General External Relations  
Directorate Crisis Platform and Policy Coordination in CFSP  
Unit RELEX A.3 – CFSP Operations  
CHAR 12/155  
B-1049 Brussels

Contractor:

Communications related to the Specific Contracts shall be made in writing and sent to the addresses indicated on the Specific Contract.

## **Article 11 Applicable Law and Settlement of Disputes**

- 11.1** The Contract shall be governed by the national substantive law of Belgium  
**11.2** Any dispute between the parties resulting from the interpretation or application of the Framework Contract which cannot be settled amicably shall be brought before the courts of Brussels.

Done in English in three originals, two originals 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:

