



## DRAFT CONTRACT

### SUPPLY FRAMEWORK CONTRACT

#### Supply and maintenance for printers - 05 - PRO360LAD-2021

The Secretariat of the Union for the Mediterranean having its principal place of business at Palau Reial de Pedralbes, Pere Duran Farell, 11 Barcelona 08034, Spain, with VAT number V65362691, hereinafter referred to as “the contracting authority”, represented by Mr ....., Secretary General; one part,

and

<Full official Name of the Provider>, having its principal place of business at <Full official address>, with <VAT number>, hereinafter referred to as “the Contractor”, [individual] on his/her own name [company/entity] represented by [...], <Legal status/title>; of the other part,

have agreed as follows:

#### Article 1 Subject

1.1. The subject of this contract shall be Supply of consumables (not including paper) and spare parts, withdrawal of exhausted consumables and 'all-purpose' maintenance, i.e., support and maintenance of the devices: incidents, preventive and corrective maintenance for the printers (see Annex II and III of the Tender Dossier for the relevant description of the items) and 1 annual onsite training on the use of the printers might be requested.

The framework contract will be implemented by “purchase orders”. i.e. whenever the contracting authority intends to acquire items pursuant to this framework contract, it shall send a “Purchase Order” to the Contractor, specifying the quantities of items to be supplied. Deliveries shall take place in accordance with the terms and conditions of the special and general conditions, supplemented and/or amended by the specific terms for each particular delivery as set out in the “purchase orders”.

The quantities estimated and specified in ANNEX IV are only indicative quantities and do NOT compel the contracting authority to buy any of them. The contracting authority may at its own discretion purchase fewer or more quantities than those estimated quantities per item. The overall financial ceiling being the maximum budget available for this framework contract as expressed in article 3.1 below.

The Contractor shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the contracting authority decides to purchase fewer or more quantities than the indicative ones specified per item in Annex II + III and/or in case the contracting authority decides NOT to purchase ANY of these quantities.

1.2. The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.



## **Article 2      Origin**

No rule of origin is applied, the supplies and materials can originate from any country.

## **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 50,000.00** (VAT not included).  
The prices quoted will be updated once per year upon request of one party in accordance with Article 15.1 of the Special Conditions.
- 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 framework contract agreement
- the special conditions
- 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 (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.

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:            Mr .....

Title:            Secretary General

Signature:

Date: