



SUPPLY FRAMEWORK CONTRACT
Coffee Supplies - UfMS/IOTP/0005/2016

The Secretariat of the Union for the Mediterranean (UfMS) 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 UfMS”, represented by Mr Fathallah Sijilmassi, Secretary General; of the 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 framework contract is the Supply of coffee and related items to the UfMS premises (“the supplies”).

The framework contract will be implemented by “purchase orders”. i.e. whenever the UfMS 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 UfMS to buy any of them. The UfMS 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 UfMS decides to purchase fewer or more quantities than the indicative ones specified per item in Annex IV and/or in case the UfMS decides NOT to purchase ANY of these quantities.

The period of implementation of the tasks is of 36 months after the day of the signature of the contract by the last party.

The place of acceptance of the supplies shall be the UfMS, Barcelona, Spain, the time limits for delivery shall be 10 days from the reception by the Contractor of a Purchase Order placed by the UfMS and the Incoterm applicable shall be DDP (Delivered Duty Paid)¹.

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

1.3. Subcontracting is not allowed

¹ DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>



Article 2 Origin

No rule of origin is applied.

Article 3 Price

3.1. The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The sum of all payments shall not exceed per the initial period the maximum budgetary sum of EUR 30,000.00 (VAT not included).

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The unit prices shall be the sole remuneration owed by the UfMS to the Contractor under the framework contract. The prices quoted will be updated once per year in January upon request of the Contractor in accordance with the Special Conditions (Article 15.1).

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;
- Supply General Conditions (Annex I);
- Technical Specifications & Technical Offer (Annex II & III [including clarifications before the deadline for submission of tenders and during tender evaluation];
- Financial Offer – Reference Price (Annex IV);
- Purchase order (Annex V);
- Provisional and final acceptance certificate (Annex VI), and
- Tender Form and other relevant documents (Annex VII)

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.

Done in English in two originals, one original being for the UfMS and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the UfMS

Name:

Mr Fathallah Sijilmassi

Title:

Secretary General

Signature:

Date: