



EUROPEAN INSTITUTE FOR GENDER EQUALITY

Annex III

**DRAFT**

## **FRAMEWORK SERVICE CONTRACT**

**CONTRACT NUMBER – EIGE/2012/ADM/29**

The European Institute for Gender Equality (hereinafter referred to as "EIGE"), acting on behalf of the Information Office of the European Parliament and the European Commission Representation, with its seat at the EU House located in Vilniaus street 10, LT-01119 Vilnius, Lithuania, which is represented for the purposes of the signature of this contract by Ms Virginija Langbakk, Director of EIGE,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [forename, surname and function,]]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

**Annex I** – Technical Specifications (Invitation to Tender No EIGE(2012)D/XX of dd/mm/2012)

**Annex II** – Contractor's Tender of dd/mm/2012

**Annex IIIA/B** – Order Forms

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

The terms set out in the Special Conditions 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 Annexes. The terms set out in the Technical Specifications (Annex I) shall take precedence over those in the orders (Annex IIIA/B), the latter taking precedence over the Tender (Annex II).

Subject to the above, the several instruments forming part of the 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 EIGE subject to the rights of the Contractor under Article I.8 should s/he dispute any such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT**

- I.1.1** The subject of the Contract is Provision of Office cleaning services for the EU House in Vilnius, Lithuania.
- I.1.2** Signature of the Framework Contract (Contract) imposes no obligation on EIGE to purchase. Only implementation of the Contract through Order Forms is binding on the EU Institutions.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the EU Institutions.

### **ARTICLE I.2 - DURATION**

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order enters into force.
- I.2.3** The Contract is concluded for a period of 12 months 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.
- I.2.4** The orders shall be returned signed before the Contract to which they refer expires. The Contract shall continue to apply to such orders after its expiry, but no later than 6 months.
- I.2.5** The Contract may be renewed automatically up to three times under the same conditions, each time for a period of 12 months, unless written notification to the contrary is sent by one of the contracting parties and received by the other no later than three months before expiry of the contract. Renewal does not imply any modification or deferment of existing obligations.

### **ARTICLE I.3 - PRICES**

- I.3.1** The prices of the services shall be listed in Annex II.
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Price revision: Not applicable.

### **ARTICLE I.4 - IMPLEMENTATION OF THE CONTRACT**

- I.4.1** An order form being sent by the EU Institutions to the Contractor, the EU Institutions shall receive it back, duly signed and dated.

## **ARTICLE I.5 - PAYMENT PERIODS**

- I.5.1** Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous orders have not been executed as a result of default or negligence on the part of the Contractor.
- I.5.2** Pre-financing: Not applicable.
- I.5.3** The services will be invoiced on monthly basis, in arrears. The request for payment of the Contractor shall be accompanied by the relevant invoices, indicating the reference number of the Contract and of the order to which they refer, and all relevant requested specific documents.
- I.5.4** The Contractor shall provide two (2) invoices, one invoice addressed to the European Commission Representation for the services provided to EPIB and ECR, and a second invoice is to be submitted to the European Institute for Gender Equality for services provided to it.
- I.5.5** Within thirty days of the receipt of the invoice by the EU Institutions a payment corresponding to the relevant invoice shall be made.

## **ARTICLE I.6 - BANK ACCOUNT**

Payments shall be made to the Contractor's bank account 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 I.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 EIGE on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

EIGE:

European Institute for Gender Equality  
Vilniaus street 10,  
LT-01119 Vilnius  
Lithuania

Contractor:

Mr/Ms [complete]

[Function]

[Company name]

[Official address in full]

**ARTICLE I.8 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.8.1** The Contract shall be governed by the Union law, complemented, where necessary, by the national substantive law of the Republic of Lithuania.

**I.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 the Republic of Lithuania (*the place of employment of the competent authorising officer, as provided by the internal rules for the implementation of the budget*).

**ARTICLE I.9 - DATA PROTECTION**

Any personal data included in or relating to the Contract, including its execution 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 Institutions of the European Union and bodies and on the free movement of such data:

- The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by EIGE without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of the Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to EIGE. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.
- Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract. The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned.

**ARTICLE I.10 - 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 four months formal prior notice. Should EIGE terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services executed before the termination date. 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/her commitments. S/He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

**ARTICLE I.10A - CONTRACT CONCLUDED DURING STANDSTILL PERIOD**

In case this Contract was signed by both EIGE and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

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## **II – GENERAL CONDITIONS**

### **ARTICLE II. 1 - PERFORMANCE OF THE CONTRACT**

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him/her, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him/her are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him/her.
- II.1.5** The Contractor shall neither represent EIGE nor behave in any way that would give such an impression. The Contractor shall inform third parties that s/he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him/her.

The Contractor shall make provision for the following employment or service relationships with his/her staff:

- EIGE may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of EIGE any right arising from the contractual relationship between EIGE and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working in the EU House premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him/her without delay. EIGE shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him/her resulting from the replacement of staff in accordance with this Article.
- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his/her own initiative record it and report it to EIGE's authorised staff members. The report shall include a description of the problem and an indication of the date on which it started and

of the remedial action taken by the Contractor to ensure full compliance with his/her obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- II.1.9** Should the Contractor fail to perform his/her obligations under the Contract in accordance with the provisions laid down therein, EIGE may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, EIGE may impose penalties or liquidated damages provided for in Article II.16.

## **ARTICLE II. 2 - LIABILITY**

- II.2.1** EIGE shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of EIGE.
- II.2.2** The Contractor shall be liable for any loss or damage caused by him/herself in performance of the Contract, including in the event of subcontracting under Article II.13. EIGE shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against EIGE by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against EIGE in connection with performance of the Contract, the Contractor shall assist EIGE. Expenditure incurred by the Contractor to this end may be borne by EIGE.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. S/He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to EIGE should it so request.

## **ARTICLE II. 3 - CONFLICT OF INTERESTS**

- II.3.1** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to EIGE in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

EIGE reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his/her staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the



Contractor shall replace, immediately and without compensation from EIGE, any member of his/her staff exposed to such a situation.

**II.3.2** The Contractor shall abstain from any contact likely to compromise his/her independence.

**II.3.3** The Contractor declares:

- that s/he has not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the Contract,
- that s/he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

**II.3.4** The Contractor shall pass on all the relevant obligations in writing to his/her staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to EIGE should it so request.

## **ARTICLE II. 4 - INVOICING AND PAYMENTS**

**II.4.1** Pre-financing:

Where required by Article I.5.2, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to EIGE at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his/her part.

The guarantor shall stand as first-call guarantor and shall not require EIGE to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. EIGE shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month or, at the latest, three months after the issuance of a recovery order. The cost of providing such guarantee shall be borne by the Contractor.

**II.4.2** Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to EIGE a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt EIGE shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If EIGE does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where EIGE requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

#### **II.4.3 Payment of the balance:**

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to EIGE a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt EIGE shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If EIGE does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where EIGE requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

## **ARTICLE II. 5 - GENERAL PROVISIONS CONCERNING PAYMENTS**

- II.5.1** Payments shall be deemed to have been made on the date on which EIGE's account is debited.
- II.5.2** The payment periods referred to in Article I.5 may be suspended by EIGE at any time if it informs the Contractor that his/her payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, EIGE may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

EIGE shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

- II.5.3** In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*"the reference rate"*) plus seven percentage points (*"the margin"*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by EIGE may not be deemed to constitute late payment.

## **ARTICLE II. 6 - RECOVERY**

- II.6.1** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in litas or euro on receipt of the debit note, in the manner and within the time limits set by EIGE.
- II.6.2** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3** In the event of failure to pay by the deadline specified in the request for reimbursement, EIGE may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. EIGE may also claim against the guarantee, where provided for.

## **ARTICLE II. 7 - REIMBURSEMENTS**

- II.7.1** Where provided by the Special Conditions or by Annex I, EIGE shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3** Travel expenses shall be reimbursed as follows:
- a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
  - b)** travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
  - c)** travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
  - d)** travel outside Union territory shall be reimbursed under the general conditions stated above provided EIGE has given its prior written agreement.
- II.7.4** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a)** for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
  - b)** daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
  - c)** daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
  - d)** daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.
- II.7.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided EIGE has given prior written authorisation.

## **ARTICLE II. 8 - OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

## **ARTICLE II. 9 - CONFIDENTIALITY**

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his/her staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

## **ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION**

- II.10.1** The Contractor shall authorise EIGE to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.
- II.10.2** Unless otherwise provided by the Special Conditions, EIGE shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from EIGE.
- II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from EIGE and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent EIGE's official position.
- II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless EIGE has specifically given prior written authorisation to the contrary.

## **ARTICLE II. 11 - TAXATION**

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him/her. Failure to comply shall make the relevant invoices invalid.
- II.11.2** The Contractor recognises that EIGE is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

- II.11.4** Invoices presented by the Contractor shall indicate his/her place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

#### **ARTICLE II. 12 - FORCE MAJEURE**

- II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his/her contractual obligations owing to force majeure, s/he shall have the right to remuneration only for tasks actually executed.
- II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

#### **ARTICLE II. 13 - SUBCONTRACTING**

- II.13.1** The Contractor shall not subcontract without prior written authorisation from EIGE nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where EIGE authorises the Contractor to subcontract to third parties, s/he shall none the less remain bound by his/her obligations to EIGE under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which EIGE is entitled by virtue of the Contract, notably Article II.17.

#### **ARTICLE II. 14 - ASSIGNMENT**

- II.14.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from EIGE.
- II.14.2** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on EIGE.

## **ARTICLE II. 15 - TERMINATION OF CONTRACT BY EIGE**

**II.15.1** EIGE may terminate the Contract, a pending order or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his/her affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where EIGE have evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where EIGE have evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where EIGE have evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his/her obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by EIGE as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in EIGE's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days<sup>1</sup> of the date foreseen, and the new date proposed, if any, is considered unacceptable by EIGE;
- (j) where the Contractor is unable, through his/her own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure

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<sup>1</sup> This period can be modified in the Special Conditions depending on the nature of the contract.

within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;

- (l) when due to the termination of the contract with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

**II.15.2** In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

**II.15.3** Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his/her observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

**II.15.4** Consequences of termination:

In the event of EIGE terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. 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/her commitments. S/He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

EIGE may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination EIGE may engage any other contractor to execute or complete the services. EIGE shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

#### **ARTICLE II.15a - SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, EIGE may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.



## **ARTICLE II. 16 - LIQUIDATED DAMAGES**

Should the Contractor fail to perform his/her obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to EIGE's rights to terminate the Contract, EIGE may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his/her part or of written withdrawal by EIGE within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. EIGE and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

## **ARTICLE II. 17 - CHECKS AND AUDITS**

- II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** EIGE or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

## **ARTICLE II. 18 - AMENDMENTS**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

## **ARTICLE II. 19 - SUSPENSION OF THE CONTRACT**

Without prejudice to EIGE's rights to terminate the Contract, EIGE may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. EIGE may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim

compensation on account of suspension of the Contract, of the orders or specific contracts, or of part thereof.

**SIGNATURES**

For the Contractor,  
[Company name/forename/surname/function]

For EIGE,  
Virginija Langbakk, Director of EIGE

signature[s]: \_\_\_\_\_

signature: \_\_\_\_\_

Done at [place], [date]

Done at Vilnius, [date]

In duplicate in English.

DRAFT

## **ANNEX I**

### **Technical Specifications**

**Invitation for the tender EIGE/2012/ADM/29**

## **ANNEX II**

**Contractor's Tender**

**DRAFT**

**ANNEX IIIA**

**ORDER FORM No XX**

governed by the provisions of Framework Contract No EIGE/2012/ADM/29  
 " Provision of office cleaning services for the EU House in Vilnius"  
 signed on dd/mm/2012

European Institute for Gender Equality Vilniaus street 10, LT-01119 Vilnius Code 2900764882 Tel.: +370 5 2XXXXXX	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Institute is exempt from all taxes and dues, including value added tax, on payments due in respect of this Contract. Exemption is granted to the regulatory agencies by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For Lithuania the national legislation provides an exemption by means of a reimbursement. Thus, the amount of VAT is to be shown separately.		
<b>Description of the services</b>	<b>Quantity</b>	<b>Price</b>
<b>TOTAL PRICE</b> <i>All inclusive</i>		
[The duration of the tasks shall not exceed complete].  [Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]	Other details: _____ _____ _____	

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the European Institute for Gender Equality,  
 [forename/surname/function]

For the Contractor,  
 [Company name/forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Vilnius], [date]

Done at [ ], [date]

**ANNEX IIIB**

**ORDER FORM No XX**

governed by the provisions of Framework Contract No EIGE/2012/ADM/29  
 " Provision of office cleaning services for the EU House in Vilnius"  
 signed on dd/mm/2012

<i>European Commission Representation</i> Vilniaus street 10, LT-01119 Vilnius Code xxxxxxxxxx Tel.: +370 5 2XXXXXX	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Institute is exempt from all taxes and dues, including value added tax, on payments due in respect of this Contract. Exemption is granted to the regulatory agencies by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For Lithuania the national legislation provides an exemption by means of a reimbursement. Thus, the amount of VAT is to be shown separately.		
<b>Description of the services</b>	<b>Quantity</b>	<b>Price</b>
<b>TOTAL PRICE</b> <i>All inclusive</i>		
<i>[The duration of the tasks shall not exceed complete].</i>  <i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>	Other details: <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/>	

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the European Commission  
 Representation,  
 [forename/surname/function]

For the Contractor,  
 [Company  
 name/forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Vilnius], [date]

Done at [ ], [date]