

ANNEX IV to DRAFT FRAMEWORK SERVICE CONTRACT

DRAFT SPECIFIC CONTRACT

Enclosed to Procurement Procedure No EMSA/CPNEG/2/2019 - Service Contract for Equipment Assistance Service (EAS)

Competitive procedure with negotiation

Phase II – Invitation to Tender

SPECIFIC CONTRACT No [complete]

implementing Framework contract No [complete]

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 [insert name, title Authorising Officer], on the one part, and

[full official name]

[official legal form]

[statutory registration number]

[full official address]

[VAT registration number]

(hereinafter referred to as "the contractor"), [represented by [forename, surname and function,]]¹ on the other part,

HAVE AGREED

ARTICLE III.1 - SUBJECT MATTER

III.1.1 This specific contract implements Framework Contract (FWC) No [complete] signed by EMSA and the contractor on [complete date].

III.1.2 In accordance with the provisions set out in the FWC and in this specific contract and [its][their] annex[es], which form an integral part of it, the contractor must provide EAS services [specify services].

¹ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis EMSA for the performance of this contract".

ARTICLE III.2 - ENTRY INTO FORCE AND DURATION

- III.2.1** This specific contract shall enter into force [*on the date on which it is signed by the last party*] [*on [insert date] if it has already been signed by both parties*]
- III.2.2** The provision of the services starts from [*the date of entry into force of this specific contract*] [*insert date*].
- III.2.3** The provision of the services must not exceed [*complete*] [*days*] [*months*]. The parties may extend the duration by written agreement before it elapses and before expiry of the FWC.

ARTICLE III.3 - PRICE

- III.3.1** The maximum total price to be paid under this specific contract shall be *EUR [amount in figures and in words]* including all services to be provided [*and reimbursement of expenses*].
- III.3.2** [*Reimbursement of expenses is not applicable to this specific contract.*] [*Within the maximum price payable, up to EUR [amount in figures and in words] is earmarked for expenses, which must be reimbursed in accordance with the FWC*].

ANNEXES

- A. Equipment and/or dispersants list,
- B. Request for quotation,
- C. Contractor's quotation (No [*complete*] of [*insert date*]).

SIGNATURES

For the contractor,

For EMSA

[*Company name/forename/surname/function*]

[*Insert name and title of the Authorising Officer*]

signature: _____

signature: _____

Done at:

Done at Lisbon.

Date:

Date:

In duplicate in English.