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**FRAMEWORK CONTRACT**

**FOR**

**“OFFICE SUPPLY, STATIONERY AND TONER CARTRIDGE”**

This Framework Contract for “Office supply, stationery and toner cartridge”, is entered into by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws of the Republic of Albanian, under registration number L71911452J having its registered address and Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania, legally represented by Secretary General, Mr. Djuro Blanusa, adult, with full legal capacity to act, hereinafter referred to as the “Contracting authority” or “RYCO”.

*of the one part*,

and

1. --------------------------a company incorporated under the laws of the Republic of-----------, having its registered office in ---( insert address full address)--, registered with the unique registration number -----------------, legally represented for the purposes of the signature of this framework contract by Mr. /Mrs. (name surname), (Administrator, CEO. Other), adult, with full legal capacity to act, referred to “the Supplier” or the “Contractor”.

*of the other part*

Hereinafter each of them referred to as the “Party” and collectively as the “Parties”.

Article 1

Subject of the Framework contract

1.1 The subject of the framework contract is to settle the terms governing the supply and delivery of “Office supply, stationery and toner cartridge” *that MAY be purchased during the duration of the framework contract*) at RYCO in Tirana.

1.2 The signature of the framework contract imposes no obligation on the Contracting Authority to purchase all the items described in “Item catalogue” part of the tender dossier for which the Contractor has submitted the financial offer in response to Contractor Authority invitation to tender.

Article 2

Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. “The Contract” means the Framework Contract for the Supply of Stationery and Office Supplies entered into between the Contracting authority and the tenderer, including all attachments and appendices thereto and all documents incorporated by reference therein.
2. “The Contract Price” means the fixed price per unit payable to the tenderer/bidder by the Contracting authority under the Contract for the full and proper performance of its contractual obligations.
3. “The Good (s)” means all stationery items, office supplies and toner cartridges which the tenderer is required to supply and deliver to the Contracting authority based on subsequent purchase orders placed by the Contractor Authority.
4. Technical specifications means the document that prescribes technical requirements to be fulfilled by the product, process or service in order to comply with the functional specification.
5. “Contracting authority” or “RYCO” means the organization purchasing the goods under this framework contract.
6. “The Supplier” means the organization or firm supplying and delivering the goods under this Contract.
7. “Day” means calendar day.
8. “Purchase order” means the document delivered by RYCO to the Contractor under the terms of this framework contract containing the items to be purchased and respective quantities.

Article 3

“Office supply, stationery and toner cartridges”

3.1 The Supplier agrees to supply and deliver to RYCO Stationery items and Office Supplies in strict accordance with the technical specifications required by the Contracting Authority in the tender dossier and accepted by the tenderer in his offer and at the fixed prices per unit stated for each item in his financial offer.

3.2 Technical specifications part of the Item catalogue the financial offer and any other document related to the procurement procedure form an integral part of this framework contract.

Article 4

Entry into force and duration

4.1 The framework contract shall enter into force on the day of its signature by the last contracting party until December 31st, 2020.

4.2 Under no circumstances may performance commence before the date on which this contract enters into force.

Article 5

Charges and Payment

5.1 This framework contract will be implemented by means of “*purchase orders*” which implementation date will start on the date of reception by the Supplier of a “*purchase order*” placed by the Contracting Authority.

5.2 Under no circumstances may purchase orders be placed before the date on which this framework contract enters into force and/or after this contract expires.

5.3 Payments shall be authorised and made only by the Contracting Authority.

5.4 The Supplier shall invoice RYCO on supply of the Goods in accordance with the prices per unit set in his financial offer which will become an Annex of this framework contract and form an integral part of the latter.

5.5 Under no circumstances the prices submitted by the Contractor in his financial offer may change during the implementation of this framework contract by means of “purchase requests”

5.6 The payment shall be executed within 30 (thirty) calendar days after acceptance by RYCO of the Goods and submission of the concerned invoice by the Supplier.

5.7 Payments shall be made in EURO by bank transfer to the following bank account of the Supplier:

*Bank account holder name:*

*Bank name:*

*Address of the bank: ----------Tirana, Albania*

*IBAN:*

*SWIFT:*

5.8 The Supplier shall be responsible for the payment of all taxes, duties, and charges assessed on it in connection with this Contract.

5.9 RYCO shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of RYCO, the supply and delivery of the Goods to which those payments relate.

Article 6

Delivery

6.1 The Goods shall be delivered to: RYCO Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania and the time limits for delivery shall be 20 calendar days from the reception by the Supplier of a purchase order placed by the Contracting Authority.

6.2 The Supplier shall bear all risks relating to the goods until acceptance at destination and shall bear the cost of delivery.

6.3 The delivery shall take place on a working day and during the normal working hours of the Contracting Authority.

6.4 In the event of breach of the above-mentioned clauses RYCO reserves the right to terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to perform the delivery within the time specified.

Article 7

Inspection and Acceptance

7.1 RYCO or its representative shall have the right to inspect and/or test the goods at no extra cost to RYCO at the premises of the Supplier or at the point of delivery. The Supplier shall facilitate such inspections and provide required assistance.

7.2 RYCO shall have 30 calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with the technical specifications required. Based on an inspection of a valid sample, RYCO may reject the entire delivery. All rejected Goods will be returned to the Supplier, and the latter shall be responsible for the transportation charges and all other related charges. RYCO’s right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by RYCO prior to delivery.

7.3 The Supplier agrees that RYCO’s payment under this Contract shall not be deemed acceptance of any Goods delivered hereunder.

Article 9

Packaging

9.1 The Supplier must provide proper packaging in accordance with the best commercial practice to ensure that the Goods being supplied and delivered, according to the purchase order, to RYCO will be free of damage. RYCO reserves the right to reject any delivery that is deemed not to have been packaged adequately.

9.2 Packaging, marking and documentation shall comply with any requirements or instructions notified by RYCO.

Article 10

Warranties

10.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods.

10.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials.

10.3 All Goods supplied and delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by RYCO.

10.4 RYCO shall promptly notify the Supplier in writing of any claims arising under this warranty.

10.5 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to RYCO.

10.8 RYCO’s continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier’s warranty.

10.7 The Supplier further declares and warrants that:

(a) It has full title to the Goods, is fully qualified to sell the Goods to RYCO, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods in accordance with this framework contract;

(b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this framework contract;

(c) In all circumstances it shall act in the best interests of RYCO;

(d) No official or employee of RYCO or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from this Contract;

(e) It has not misrepresented or concealed any material facts in the procuring of this Contract;

(f) The Supplier, its staff or shareholders have not previously been declared by RYCO ineligible to be awarded contracts by RYCO;

(g) It shall abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice;

Article 11

Termination and Re-procurement

If RYCO terminates this Contract in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to RYCO for the re-procurement of those Goods as well as the removal of any or all of the Supplier’s product or equipment from RYCO’s premise.

Article 12

Force Majeure

12.1 ‘Force majeure’ means any unforeseeable and exceptional situation or event beyond the parties’ control which prevents either of them from fulfilling any of their obligations under this contract, which was not attributable to error or negligence on their part.

12.2 A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

12.3 The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

12.4 The parties shall take all the necessary measures to limit any damage due to force majeure.

Article 13

Independent Contractor

The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.

Article 14

Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and incidental services under this Contract. The Supplier shall make all such records available to RYCO or its designated representative at all reasonable times until the expiration of 3 (three) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

Article 15

Dispute Resolution

15.1 This Contract is subject to the laws of the Republic of Albania, as the Host Country of the Contracting authority.

15.2 Any dispute, controversy or claim arising out of or in connection to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

15.3 If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation or application has not been reached within thirty (30) days from the commencement of such negotiations, the complaining party may appeal to the competent court in the Republic of Albania, as the Host Country of the Contracting authority.

Article 16

Confidentiality

16.1 All information which comes into the Supplier’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of RYCO.

16.2 The Supplier shall comply with the Data Protection Law in the Republic of Albania in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract.

16.3 These obligations shall survive the expiration or termination of this Contract.

Article 17

Notifications

17.1 Any written communication or notice relating to this Contract shall be in writing using electronic means and delivered to the following official e-mail address:

1. For the Contracting Authority:

|  |  |
| --- | --- |
| **Name:** | Regional Youth Cooperation Office  Attn: Secretary General |
| **e-mail:** | procurement@rycowb.org |

1. For the Supplier:

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **e-mail:** |  |

17.2 Both Parties undertake the obligation to notify immediately one another of any change in their registration, residence or any other changes that may have an impact on the execution of the present Contract and on their professional relationship.

Article 18

Use of RYCO’s Name

The official logo and name of RYCO may only be used by the Supplier in connection with this Contract and with the prior written approval of RYCO.

Article 19

Status of RYCO

Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an intergovernmental organization.

Article 20

Assignment and Subcontracting

20.1 The Supplier shall not assign or subcontract the Contract or any work under this Contract in part or all.

Article 21

Termination by either party

Either party may, unilaterally and without being required to pay compensation, terminate wholly or partially this Contract by formally notifying the other party and by giving 30 (thirty) days’ notice. Should the Contracting authority terminate this Contract, the Supplier shall only be entitled to payment corresponding to the supplies ordered and delivered before the termination date.

Article 22

Amendments

Amendments to this Contract may be made by mutual agreement in writing between the Parties.

Article 23

Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to this Contract, which are exchanged by the parties, shall be written in the same language.

Article 24

Final Clauses

24.1 Severability: If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.

24.2 Entirety: This Contract and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Contract.

Done in English, in 5 (five) originals documents: 4 (four) originals being for the Contracting authority and 1 (one) original being for the Supplier.

For the Contracting authority: For the Supplier:

Mr. Djuro Blanusa Mr/ Mrs.

Secretary General, Administrator/CEO/Other

RYCO Company/

Annexe I: Financial offer

Annexes II : Item catalogue