

Europol Public Information

7. The place of performance of services / delivery of goods shall be at the Europol Premises⁷ and/or to various Europol's Hub sites and any other location as identified in the Tender Specifications at Annex I and/or *Contractor's* premises.

Article I- 4

Implementation of the Framework Contract

1. Without prejudice to Article I-2 (4), this is a Framework Contract with one Contractor.
2. For the implementation of this Framework Contract, Europol may choose between a Specific Contract or a Purchase Order in accordance with its needs and the level of details of the Contractor's Tender at Annex II. Europol shall have the right to opt for a Specific Contract rather than a Purchase Order without any requirement to justify this procedural choice. Templates Specific Contract and/or Purchase Order are attached in Annex IV.
3. The *Framework Contract* will be implemented as follows:

Depending on the clarity of the Contractor's Tender (at Annex II), Europol may request a *Request for offer* to implement the *Framework Contract*. Europol shall receive a completed specific offer back, duly signed and dated within the timeframe indicated in the *Request for offer*. In the absence of any indication, a timeframe of 10 (ten) *Working Days* shall apply.

If no *Request for offer* is required or if Europol accepts the Contractor's specific offer (in accordance with the procedure at the previous sub-paragraph), Europol shall send the *Contractor* a *Specific Contract* or a *Purchase Order* in paper format/by email/via e-System. Within 5 (five) *Working Days* thereafter, the *Contractor* must send the signed and dated *Specific Contract* or *Purchase Order* back to Europol.

If the Contractor repeatedly fails to send back the *Specific Contracts* or *Purchase Orders* within the provided deadline, the *Contractor* may be considered in breach of its obligations under this *Framework Contract*. According to the severity of the breach such options shall include application of liquidated damages or termination after formal notification.

4. On-site services as ordered under a *Specific Contract* or *Purchase Order* may be performed between 07:00 and 19:00 hours. Unless specified otherwise in a *Specific Contract* or *Purchase Order*, overtime is not authorised under this *Framework Contract*.
5. Throughout the duration of this *Framework Contract*, as specified in Article I-3 ("Duration and place of performance"), the *Contractor* must maintain and update the Catalogue of Price.
6. The period allowed for the delivery of Goods and/or execution of the Services shall start to run from the Contract Date of the *Specific Contract* or date on which the *Purchase Order(s)* is signed by the last party. Such period may be extended only with the express agreement of the parties as evidenced by a written addendum to the relevant *Purchase Order* or *Specific Contract* concluded between the parties before such period elapses.

⁷ Europol Headquarters, Europol Satellite building or any other future Europol buildings/sites in The Netherlands (this includes both The Hague and SNL)