



EUROPEAN COMMISSION
DIRECTORATE GENERAL
TAXATION AND CUSTOMS UNION

SPECIFIC CONTRACT n^o [...]

under Framework contract n^o [...]

[SUBJECT]

The European Union, represented by the European Commission (hereinafter referred to as "the Commission"), which itself is represented for the purposes of this Contract by [...], Director of [...] of the Directorate General Taxation and Customs Union,

hereinafter referred to as "the Commission"

of the one part,

and

the company [...], whose registered office is at [address], VAT number [...],(hereinafter referred to as "the Contractor"¹) [*represented for the purposes of the signature of this contract by [name in full and function,]*]

hereinafter referred to as "the Contractor"

of the other part,

HAVE AGREED

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 the Commission for the performance of this contract".

PREAMBLE

On [...], the Commission and the Contractor signed Framework Contract n° [...] concerning [...], based on the call for tenders [...] for [...].

This Specific Contract n° [...] [relates to Lot [...] of the Framework Contract and] is based on the Contractor's offer dated [*date and reference*].

Once this Specific Contract has been signed by both of the contracting parties, it shall be governed by the said Framework Contract.

The terms set out in the Framework Contract [...] shall take precedence over those in this Specific Contract.

The following documents are annexed to this Specific Contract:

- **Annex A:** Technical Annex
- **Annex B:** Contractor's Offer
- **Annex C:** Price Table
- [**Annex D:** Request for Action (RFA) Template]

ARTICLE 1: SUBJECT

- 1.1 The subject of this Specific Contract is *[short description of the subject]*.
- 1.2 The Contractor undertakes, under the terms and conditions set out in the Framework Contract [...] and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, *[to perform the following tasks] [to perform the tasks specified in Annex A]*.

ARTICLE 2: DURATION AND PLACE OF PERFORMANCE

- 2.1 The time periods for carrying out the various tasks, as well as the duration of each, are stipulated in Annex A of this Specific Contract.
- 2.2 The tasks assigned to the Contractor shall be completed no later than [...] months from the date of signature by both parties.
- 2.3 This Specific Contract is concluded for a period of [...] months from the date of signature by both parties.
- 2.4 The tasks will be performed on the premises of the Contractor and, in the particular case of training sessions, on the Commission premises or in the Contractor's premises, if needed.
- 2.5 The Specific Contract shall be executed no later than six (6) months after expiry of the Framework Contract *[date and reference]*.
- 2.6 The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses by means of an amendment of this Specific Contract

ARTICLE 3: PRICES AND INVOICING

- 3.1 In conformity with provisions of Article I.3 of the Framework Contract, the total price that the Commission shall pay to the Contractor for the supply of products / provision of services specified in Annex A is a maximum of [...] **EUR**. This price is composed as follows:

- Services under Fixed Price (SC/FP) [...] **EUR**
- On Demand Services (Provision) (SC/OD) [...] **EUR**
- Quoted Time and Means (Provision) (SC/QTM) [...] **EUR**
- Time and Means (Provision) (SC/TM) [...] **EUR**
- Products and Infrastructure (Provision) (SC/P) [...] **EUR**
- Travel and Subsistence (Provision) (SC/T&S) [...] **EUR**

It is understood that the afore-mentioned amount shall cover all expenditure borne by the Contractor in carrying out this Specific Contract.

3.2 In conformity with provisions of Article I.5 of the Framework Contract, invoicing shall be done as follows:

- **For Services under Fixed Price:**
- **For On Demand Services Provision:**
- **For the Quoted Time and Means Provision:**
- **For the Time and Means Provision:**
- **For Products and Infrastructure Provision:**
- **For Travel and Subsistence Provision:**

3.3 Travel expenses, other than local transport costs, and subsistence expenses for the missions and for meetings in the Commission's premises of the Contractor and his staff, and expenses for the shipment of equipment or unaccompanied luggage directly connected with performance of the tasks specified in Article 1 of this Specific Contract shall be reimbursed according to the rules defined in Annex C to this Specific Contract. The maximum amount that the Commission will pay under this Specific Contract for mission expenses is [...] EUR.

3.4 The last invoice must be submitted to the Commission in time to be paid before the end of the period mentioned in Article 2.3.

3.5 Payments shall be made to the Contractor's bank account number mentioned in Article I.5.4 of the Framework Contract on presentation of an invoice detailing the amount of the fee and the amount of VAT actually applicable, within 45 calendar days of the date on which the invoice is received. This payment period may be suspended by the Commission, if it informs the Contractor at any time within the period of 45 calendar days, counting from the date on which the payment request is first registered,

- either that this request is not admissible because the amount is not due or because the necessary supporting documents have not been produced, or
- that the Commission sees the need for further checks.

The payment period shall continue to run from the date on which the properly established payment request is first registered.

[For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in their invoice(s): "Exonération de la TVA, article 42,

paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

For other countries

Pursuant to articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes, duties and charges, in particular value added tax, on payments made under this order. The contractor receives and keeps in his records the form entitled "VAT and Excise Duty Exemption Certificate" duly completed and signed by the Commission. The invoice must contain the following statement: "VAT Exemption / International Body / Article 151 of Council Directive 2006/112/EC"

ARTICLE 4: LIQUIDATED DAMAGES

- 4.1 Pursuant to Article I.10 of the Special Conditions of the Framework Contract, liquidated damages will be applied:
- for **all activities**, in accordance with the terms of the Specific Quality Indicator (SQI) and General Quality Indicator (GQI), as defined in Annex A, and
 - for **On Demand Services**, in accordance with the terms of the specific Request for Action (RFA) drawn up to support any on-demand activity.
- 4.2 Any applicable liquidated damage shall be deducted from the invoiced amount at the execution of the payment of the relevant invoice. The total applicable liquidated damage shall not exceed 20% of the total amount of this Specific Contract.
- 4.3 Should any preliminary GQI calculated at any time during the period covered by this Specific Contract on the basis of all SQI at the time of calculation be less than -1 (minus one), the Commission can terminate this Specific Contract in accordance with Articles I.9 and II.12 of the Framework Contract.

[ARTICLE 5: PERFORMANCE GUARANTEE

[Pursuant to Article I.5.3 of the Framework Contract, the Contractor shall provide a performance guarantee equal to five (5) % of the total value of this Specific Contract, equal to [...] EUR.]

ARTICLE 6: SPECIFIC ADMINISTRATIVE PROVISIONS

- 6.1 Any amendment to this Specific Contract or the Annexes thereto shall be the subject of a supplementary written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.
- 6.2 The persons responsible for the implementation of this Specific Contract are:

For the Commission:

Administrative matters:

European Commission
Directorate-General [complete]
[Directorate [complete]]
[Unit [complete]]
B - 1049 Brussels

Technical matters:

European Commission
Directorate-General [complete]
[Directorate [complete]]
[Unit [complete]]
B - 1049 Brussels

For the Contractor:

Mr/Mrs/Ms [complete]
[Function]
[**Company name**]
[Contact address in full]

- 6.3 Any communication relating to the implementation of this Specific Contract shall be in writing, indicating the number of the Specific Contract, and shall be sent to the appropriate persons.

SIGNATURES

For the Contractor,
[*Company name*/name in full/function]

For the Commission,
[name in full/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.