



EUROPEAN COMMISSION  
DIRECTORATE GENERAL  
TAXATION AND CUSTOMS UNION

TAXUD/200x/DE/xxx

## **Draft of Specific Contract n<sup>o</sup> xx**

**based on Framework contract n<sup>o</sup> xxxxxxxxxxxxxx**

**[SUBJECT]**

Between

the European Community, represented by the Commission of the European Communities, which itself is represented for the purposes of this Contract by xxxxxxxxxxxxxxxxxxxxxx, Director of xxxxxxxxxxxxxxxxxxxxxx of the Directorate General Taxation and Customs Union,

hereinafter referred to as "the Commission"

of the first part,

and

the company xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, whose registered office is at [address], VAT number xxxxxxxxxxxxxx, represented for the purpose of this Contract by xxxxxxxxxxxxxxxxxxxxxx acting in his capacity as xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

hereinafter called "the Contractor"

of the second part,

**it is agreed as follows :**

**Article 1: Preamble**

1.1 On xx.xx.xxxx, the Commission and the Contractor signed Framework Contract n° xxxxxxxxxxxx concerning xxxxxxxxxxxxxxxxxxxxxxxxxxxx, based on the call for tenders xxxxxxxxxxxx for xxxxxxxxxxxxxxxxxxxxxxxxxxxx.

This Specific Contract n° xx is based on the Contractor's offer dated xx.xx.xxxx. Once this Specific Contract has been signed by both of the contracting parties, it shall be governed by the said Framework Contract.

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

**Article 2: Subject**

The Contractor hereby undertakes to deliver informatics services and products, to provide the services and to develop software under the terms and conditions set out in the Framework Contract xxxxxxxxxxxx and in this Specific Contract.

**Article 3: Duration and place of performance**

3.1 The time periods for carrying out the various tasks, as well as the duration of each are stipulated in Annex I of this Specific Contract. The tasks assigned to the Contractor shall be completed no later than xx months from the date of signature.

3.2 This Specific Contract is concluded for a period of xx months from the date of signature by both parties.

3.3 The tasks will be performed on the premises of the Contractor and in the particular case of training sessions, on the Commission's premises.

3.4 The Specific Contract shall be executed no later than six (6) months after expiry of the Framework Contract xxxxxxxxxxxx.

**Article 4: Price and invoicing**

4.1 The total price that the Commission will pay to the Contractor for the completion of work / supply of services specified in Annex I is a maximum of xxxxxx EUR. This price is composed for a continuous period of xx months as follows:

- Fixed Price Services (CSxx/FP) **xxxxxxxxx EUR**
- Provision for On Demand Services (CSxx/OD) **xxxxxxxxx EUR**
- Provision for Travel & Subsistence Costs **xxxxxxxxx EUR**

It is understood that the aforementioned amount will cover all expenditure borne by the Contractor in carrying out this Specific Contract.

4.2 Invoicing will be done as follows:

For the Fixed Price Items

For the Provision for On demand services

For Infrastructure

For the Travel and Subsistence costs for missions

4.3 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 2 of this Specific Contract shall be reimbursed according to the rules defined in Annex xx of this Specific Contract. The maximum amount that the Commission will pay under this Specific Contract for mission expenses is xxxxxx EUR.

4.4 The last invoice must be submitted to the Commission, in time to be paid before the end of the period mentioned in Article 3.2.

4.5

Invoices are to be sent to:

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

4.6 Payments shall be made to Account No xxx-xxxxxxx-xx held with [bank name], [address], [city] 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.

Payment shall be deemed to have been effected on the day on which the Commission's financial account is debited. Upon expiry of the 45 days time limit, the Contractor may, within two months of receiving the late payment, claim interest at the rate applied by the European Central Bank to its operations in euro plus one and a half percentage (1.5 %) points.

## **Article 5: Penalties**

5.1 Pursuant to Article I.10 of the Special Conditions of the Framework Contract, penalties 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 section 4 of the Technical Annex
- For on-demand activities, in accordance with the terms of the specific Request for Action drawn up to support any on-demand activity.

Any applicable penalty will be deducted from the invoiced amount at the execution of the payment of the last quarterly invoice. The total applicable penalty will not exceed 20% of the total amount of this Specific Contract. Should any preliminary GQI calculated at any time during the period covered by the SC on the basis of all SQI at the time of calculation be less than -1, the Commission can terminate this Specific Contract in accordance with Article I.9 and II.12 of the Framework Contract.

## **Article 6 : Performance guarantees**

6.1. 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 xxxxxxxx €

## **Article 7 : Administrative provisions**

7.1 Any amendment to this contract, the Annexes thereto or the General Terms and Conditions applicable to informatics contracts, awarded by the Commission of the European Communities, shall be the subject of a supplementary written contract concluded on the same terms as the contract. A verbal contract shall not be binding on the contracting parties.

7.2 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]]  
[Postcode and city]  
B - 1049 Brussels

Technical questions:

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

**For the Contractor:**

Administrative and technical matters:

Mr. xxxxxxxxxxxxxxxxxxxxxx  
[function]  
[company name]  
[address]  
[ZIP code + city]

7.3 All communication relating to the implementation of this Contract must be in the form of written correspondence and be sent to the appropriate persons.

**Article 8 : Tax provisions**

8.1 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 contract.

8.2 The measures appearing in this Article replace the request for exemption from value added tax, form no. 450 (exemption from VAT, Article 42 paragraph 3.3 of the Belgian VAT code, circular no 2/1978). All invoices relating to the Specific Contracts based on this Framework Contract must state "exemption from VAT, Article 42, paragraph 3.3 of VAT code".

## **Article 9 : Jurisdiction**

- 9.1 This specific contract is governed by the General Terms and Conditions for informatics contracts v. 2.1 dated 29.03.2006.
- 9.2 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 Brussels.

The contract shall be governed by Community law, complemented, where necessary by the national substantive law of Belgium.

## **Article 10: Annexes**

The following documents are annexed to this Specific Contract:

- Annex I:            Technical Annex (tasks and deliverables)  
Annex II:           Reimbursement of travel costs

Done in triplicate at Brussels on \_\_\_\_\_.\_\_\_\_.200x and initialled on each page by both parties.

**For the Contractor**

**For the Commission**

[name]  
[function]

[name]  
[function]