Specific contract

**No [*complete*]**

**implementing framework contract No LISA/2017/OP/02**

1. The European Union (`the Union`) represented by the European Agency for operational management of large-scale IT systems in the area of freedom, security and justice (hereinafter referred to as “ contracting authority” or "eu-LISA"), which is represented for the purposes of the signature of this Specific Contract by

of the one part,,

and

2. [*Full official name*]

[*Official legal form*]

**[***Statutory registration number or ID or passport number***]**

[*Full official address*]

[*VAT registration number*]

[appointed as leader of the group by the members of the group that submitted the joint tender]

[repeat these data as many times as there are contractors in case of joint tender and continue numbering]

([collectively] "the contractor"), represented for the purposes of signing this specific contract by[*forename, surname and function of legal representative*,]

HAVE AGREED

**Article 1. Subject matter**

**1.1** This specific contract implements framework contract (FWC) No [*complete*], [lot [*complete*]] signed by the parties on [*complete date*]*.*

**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 the [following supplies:] [supplies specified in Annex [*complete*]*.*]

**Article 2. Entry into force and duration**

**2.1** This specific contract enters into force [on the date on which the last party signs it] [on[*insert date*]if both parties have already signed it].

**2.2** The performance of the contract starts from [the date of entry into force of this specific contract] [*insert date*].

**2.3** The performance of the contract 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 3. Prices and Payments**

**3.1** The price payable under this specific contract is EUR [*amount in figures and in words*].

[The maximum amount covering all purchases under this specific contract and excluding price revision is EUR [*amount in figures and in words*]].

**3.2** Payments shall be made to account No XXXXXX held with XXXXXX on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than 30 calendar days from the date the invoice is received by the Unit indicated in Article 5.5 below. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and those including VAT. The payment shall be deemed to have been effected on the day the Contracting authority's financial account is debited.

In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC.

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*[Option: for contractors for which VAT is due in Belgium]*

[In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: ‘Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)’ or an equivalent statement in the Dutch or German language.]

*[Option: for contractors for which VAT is due in Luxembourg]*

[In Luxembourg, the contractor must include the following statement in the invoices: "Commande destinée à l’usage officiel de l’Union européenne. Exonération de la TVA Article 43 § 1 k 2ème tiret de la loi modifiée du 12.02.79. ‘In the case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC.’]

**3.3** Invoicing. The address for invoice is:

eu-LISA Finance Team

EU HOUSE, 6th floor

Rävala pst 4

Tallinn 10143

Estonia

EULISA.FINANCE@EULISA.EUROPA.EU

**Article 4. communication details**

For the purpose of this specific contract, communications must be sent to the following addresses:

Contracting authority:

eu-LISA

[*Postcode and city*]

[*Function*]

E-mail: [*insert functional mailbox*]

Contractor (or leader in the case of a joint tender):

[*Full name*]

[*Function*]

[*Company name*]

[*Full official address*]

E-mail: [*complete*]

**Article 5. Performance guarantee**

[Performance guarantee is not applicable to this specific contract.]

[This contract is subject to a performance guarantee of [*complete*] % of the price of the specific contract]. The contractor (or leader in the case of a joint tender) must provide a performance guarantee in the form of a financial guarantee for EUR[*amount in figures and in words]* in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final certificate of conformity of the supplies has been delivered.]

**Article 6 Retention money guarantee**

[Retention money guarantee is not applicable to this specific contract.]

[This specific contract is subject to a retention money guarantee of [*complete*] % of the price of the contract].

***[Option 1: Retention money guarantee by deduction]***

[The guarantee is constituted by deduction of this amount on payments. It will be withheld for up to [30] [60] [90]days after the final certificate of conformity of the supplies has been delivered.]

***[Option 2: Retention money guarantee by financial guarantee]***

[The contractor (or leader in the case of a joint tender) must provide a retention money guarantee in the form of a financial guarantee for EUR[*amount in figures and in words*] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final certificate of conformity of the supplies has been delivered.]

**Annexes**

*Request for supply*

Contractor’s specific tender of [*insert date*]

**Signatures**

|  |  |
| --- | --- |
| For the contractor,  [Company name/forename/surname/function]  signature: | For the contracting authority,  [forename/surname/function]  signature: |
| Done at [*place*], [*date*] | Done at [*place*], [*date*] |

In duplicate in English.