**SPECIFIC CONTRACT No**

**Under framework contract No LISA/2017/RP/01**

**Maintenance in working order of Schengen Information System (SIS II)**

**---**

**QUOTED TIME & MEANS**

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

[official name in full]

[*official legal form*]

**[***statutory registration number***]**

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"[[1]](#footnote-1)), *[represented for the purposes of the signature of this contract by* [name in full and function,]*]*

of the other part,

HAVE AGREED

the following as regards the implementation of Framework Contract No LISA/2017/RP/01 signed by the Contracting authority and the Contractor on [complete] for the provision of services:

# Preamble

1.1 This Specific Contract is based on the Contractor's bid dated XX.XX.XXXX (reference …………..). Once signed by the parties, the Specific Contract shall be governed by the Framework Contract. This Specific Contract does not amend the provisions of that Framework Contract.

# Subject

2.1 Thesubject of this Specific Contract is *[short description of subject]*.

2.2 The Contractor undertakes, subject to the terms set out in the Framework Contract and in this Specific Contract and its Annexes, which form an integral part of it, to perform the tasks *specified* in Annex I.

# Duration and location

3.1. This Specific Contract shall enter into force enter into force at the earliest on the date it is signed. The execution of the tasks shall be completed at the latest on **XX/XX/XXXX**.

3.2. The tasks/deliveries shall be performed as specified in Annex I. The period of execution of the tasks may be extended only with the express written agreement of the parties by means of an amendment to this specific contract before such period elapses.

3.3 If the number of days agreed has not been fully taken up, the Contracting authority shall not be obliged either to use or to pay for the days not worked and the Contractor shall not be entitled to claim damages for them.

3.4. The tasks shall be performed on the premises of the Contractor and/or the contracting authority

# Performance

The tasks/deliveries to be performed by the Contractor under this Specific Contract are described in detail in Annex I. These tasks/deliveries shall be executed on the basis of ‘service request’ drawn up using the form in Annex II.

Unless otherwise specified within 7 working days from the date on which the Contracting authority sends the request by means of the form attached in Annex II, the Contractor shall return it to the Contracting authority duly completed.

The time estimated for the execution of the relevant ‘service request’ shall be approved by the Contracting authority within a maximum of 15 working days from the date on which the Contracting authority received the estimate. If no approval has been sent by the end of the above-mentioned period, the Contracting authority shall be deemed not to have approved that estimate.

Signature by the Contracting authority of the acceptance form attached in Annex III provides evidence of the work performed.

# Acceptance and Review

The deliverables will be accepted and reviewed according to the procedure laid down in Section XXX of the Tender Technical Specifications.

# Prices and payments

6.1. The Contracting authority undertakes to pay the Contractor, in consideration for the services rendered under this Specific Contract

- an amount of **EUR XXX** per day of actual services rendered, **for a total of XX days, i.e. a total of EUR XXXXX**

Profile of service provider on-site/off-site: ……………………….

(specify the profile of the service provider in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)

**- etc[[2]](#footnote-2)**

6.2 The **total amount** to be paid by the Contracting authority under this Specific Contract shall be **EUR XXX** [amount in figures] covering all tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.

*(+ add work performed outside eu-LISA`s premises (normal place of delivery), if necessary)*

6.3. In conformity with Section 1.5 of the Service Requirements the invoicing procedures for the services, once accepted by the contracting authority, are as follows:

***Specify one of the two possibilities:***

***Amounts in the Specific Contract over EUR 25 000:***

- at the end of each calendar quarter, on the basis of quotation forms duly completed and signed by both the Contracting authority and the Contractor using the form in Annex II and III . Duly completed Forms in Annex II, and III must be attached to the invoice. Additionally duly completed form in Annex A/B/C must be attached to the final payment invoice.

***Amounts in the Specific Contract below EUR 25 000:***

- once the work has been completed, on the basis of quotation forms duly completed and signed by both the Contracting authority and the Contractor using the form in Annex II and III. Duly completed Forms in Annex II and III must be attached to the invoice. Additionally duly completed form in Annex A/B/C must be attached to the final payment invoice.

6.4. 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.***

*[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.]

6.5. The address for invoices is:

eu-LISA Finance Team

EU HOUSE, 6th floor

Rävala pst 4

Tallinn 10143

Estonia

[EULISA.FINANCE@EULISA.EUROPA.EU](mailto:EULISA.FINANCE@EULISA.EUROPA.EU)

# Sub‑contracting[[3]](#footnote-3)

(Verify whether it is applicable or not.

If not: specify "Not applicable")

Or

7.1 In conformity with Article II.7 of the General Conditions, the Contractor has been permitted to subcontract.

7.2 Tasks stated in Annex I may be performed by the subcontractor *Name and address of subcontractor*, entirely at the risk of the Contractor.

7.3 Without prejudice to the Contracting authority’s other rights under Article II.14 of the General Conditions, if the Contractor fails to meet his obligations, the Specific Contract with the Contracting authority may be terminated in accordance with Article II.14 (c) of the General Conditions. This clause applies throughout the term of the Specific Contract.

# Performance bonds and Guarantees

(Verify whether a guarantee is applicable.

If not: specify "Not applicable")

# Administrative provisions

9.1. The persons responsible for implementing this Specific Contract are:

**For the Contracting authority**:

Administrative matters:

SURNAME/First name: ……………

Office: ………………… Tel.: 02/………..

Technical matters:

SURNAME/First name: ……………

Office: ………………… Tel.: 02/………..

**For the Contractor:**

Administrative and technical matters:

SURNAME/First name: ……………

Tel. : …/………..

9.2. All communications relating to the implementation of the Specific Contract must be in the form of written correspondence and be sent to the appropriate responsible persons.

# Use of Results

[Not applicable]

**[*Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause of the FWC`s Conditions*]**

# Annexes

The following documents are annexed to the Specific Contract and form an integral part of it:

Annex I: Technical Annex / Description of tasks  
Annex II: Quotation Form  
Annex III: Certificate of Conformity

***[Annex IV Performance first demand guarantee***

***Annex A/B/C: Statement on transfer of IP rights]***

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the contracting authority,  signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at , on | Done at ……………, on |

In duplicate in English.

**ANNEX I**

**TECHNICAL ANNEX: DESCRIPTION OF TASKS**

**WORKING METHOD: QUOTED TIME & MEANS**

The work covered by the present Specific Contract is divided into various service request forms according to the detailed description provided in §2 below.

**1. CONTEXT/INTRODUCTION AND OBJECTIVES**

**2. DESCRIPTION OF TASKS**

**3. WORK ENVIRONMENT/CONDITIONS**

**4. DESCRIPTION OF THE METHOD FOR ACCEPTING EACH SUB‑TASK WORKING DAYS ESTIMATE**

Since the work will be divided into various service requests (or "quoted time & means"), the Contracting authority will provide the Contractor with a detailed description of each requested service. The Contractor will then send the Contracting authority an estimate of the number of days or deliverables needed to perform and the expected delivery date. The related financial offer will demonstrate for each service request the list of team members with their names, profiles, levels, individual workloads, and individual fee rates and for supplies the description unit price, quantity, place of delivery and total price.

Once the estimate has been accepted by the Contracting authority, only the number of days/ deliverables indicated in the estimate will be chargeable. (See Annex II)

The invoicing, approved by the Contracting authority, will be carried out on the basis of each service and deliverable accepted and signed for by the Contracting authority using the form in Annex II and in accordance with Article 5.2.

**5. ACCEPTANCE OF THE WORK**

See Annex III – Acceptance Form (to be submitted together with the invoice)

ANNEX II

**SERVICE REQUEST "QUOTED TIME & MEANS” FORM**

**FOR SPECIFIC CONTRACT No .. UNDER FRAMEWORK CONTRACT No LISA/2017/RP/01 Number of Service Request……..**

|  |
| --- |
| ***Original document - duly signed - to be attached to the invoice*** |

**SERVICE REQUEST DESCRIPTION**

**T*o be filled in by the Contracting authority.***

|  |
| --- |
| Title: |
| Date of request: |
| Responsible person at Contracting authority: |
| Description of the request: |
| Expected deliverables |
| Minimum validity period of the Contractor’s offer |

***To be filled in by the Contractor.***

|  |
| --- |
| Title: |
| Date of quotation: | |
| Responsible person for Contractor: |
| Description of tasks: |

**DETAILED ITEMS AND PLANNING**

***To be filled in by the Contractor.***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM DESCRIPTION** | **TYPE (service/supply)** | | **UNIT PRICE** | **QUANTITY** | **TOTAL PRICE** |
|  |  | |  |  |  |
| Planned starting date: | |  | | | |
| Planned final delivery date: | |  | | | |
| Date and Contractor's signature: | |  | | | |

***To be filled in by the Contracting Authority.***

|  |  |
| --- | --- |
| Responsible person for Contracting Authority (Project Manager): | |
| *Date and signature denoting Contracting Authority's agreement* | |
| The Application Manager |  |
| The Authorising Officer |  |

ANNEX III

**"QUOTED TIME & MEANS” ACCEPTANCE FORM**

**FOR SPECIFIC CONTRACT No XX UNDER FRAMEWORK CONTRACT No LISA/2017/RP/01…**

**Service Request Number ……..**

|  |
| --- |
| ***Original document - duly signed - to be attached to the invoice*** |

Satisfied with the delivery in relation with associated service request and detailed specifications, the Agency hereby accepts the due delivery of the work and supplies as listed in the table below:

***To be filled in by the Contractor***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM WITH DESCRIPTION** | **TYPE (SERVICE**  **/SUPPLY)** | **PLACE OF DELIVERY** | **UNIT PRICE** | **QUANTITY** | **TOTAL PRICE** |
|  |  |  |  |  |  |

**SIGNING FOR DELIVERABLES -*To be filled in by the Contractor and the contracting authority****:*

|  |  |  |
| --- | --- | --- |
|  | **Contractor** | **Contracting authority** |
| **Date of delivery/signing:** |  |  |
| **Person responsible for checking (in block capitals):** |  |  |
| **Comments:** |  |  |
| **Date and signature :** |  |  |

**ACCEPTANCE OF DELIVERABLES-*To be filled in by the contracting authority:***

|  |  |
| --- | --- |
| **Official responsible for acceptance**  **(in block capitals) : OIA (\*)** |  |
| **Date and signature** |  |
| **Official responsible for final validation**  **(in block capitals) : OVA (\*)** |  |
| **Date and signature** |  |

**(\*)OIA :** The contracting authority`s responsible in charge of the reception of the work is obliged to act as **OIA** (Operational initiating agent).

**OVA** :The contracting authority’s responsible in charge of the final validation of the work is obliged to act as **OVA** (Operational verifying agent)

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 Contracting authority for the performance of this contract”. [↑](#footnote-ref-1)
2. Please note that more than one profile may be included in this provision – in order to include more profiles, please copy and paste the standard wording as included in the indent above. [↑](#footnote-ref-2)
3. Please check if the Contractor is permitted or not to subcontract. In case the Contractor is not permitted to subcontract use the option ‘Not Applicable’. **Please note that the Contractor has to be authorised to subcontract before concluding this Specific Contract – See Article II.7 of the Framework Contract.** [↑](#footnote-ref-3)