SPECIFIC CONTRACT

Ref. .....

implementing Framework Service Contract: External provision of IT services: Expertise for corrective, adaptive and evolutive maintenance of the FMS project - PE/FINS-FMS19

The European Union, represented by the European Parliament,

located at Plateau de Kirchberg, L-2929 Luxembourg,

represented, as regards the signing of this contract,

by Didier KLETHI, Director General for Finance

hereinafter referred to as *'the European Parliament'*,

of the one part,

AND

.....

domiciled at / the registered office of which is located at

.....,

represented by .....,

acting in his/her capacity as .....,

hereinafter referred to as *'the Contractor'*,

of the other part,

hereinafter referred to jointly as *'the parties'*,

HAVE AGREED THE FOLLOWING

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Article 1 – Subject matter of the specific contract

1. This specific contract implements Framework Service Contract External provision of IT services: Expertise for corrective, adaptive and evolutive maintenance of the FMS project - PE/FINS-FMS19 signed by the European Parliament and the Contractor on *(insert date* [and last amended by amendment no *(indicate amendment number)*, signed on *(insert date)*], hereinafter referred to as the 'framework contract'. Once signed by the parties, the specific contract shall be governed by the terms and conditions of the framework contract.

2. This specific contract has been awarded to the Contractor further to its specific offer attached hereto as Annex (III) and dated *(insert date)*.

3. The subject matter of this specific contract is [*(include a short detailed description)*/ detailed in Annex (I).

4. The Contractor undertakes, on the terms set out in the framework contract and in this specific contract and the annexes hereto, to perform the services [specified in Annex *(I)* / detailed above / according to the timetable set out in Annex (I) / specified in Annex (I) according to the corresponding timetable].

5. The services shall be performed on the premises of [the Contractor / the European Parliament in Brussels or Luxembourg or Strasbourg].

Article 2 – Duration

1. This specific contract shall enter into force on *(insert date)* / the date on which it is signed for a duration of *(insert duration)*. [It shall end at the latest on *(insert date)*].

2. In any event, this specific contract shall not enter into force unless the Contractor has fulfilled all its contractual obligations under specific contract *(indicate reference)*, or the latter is otherwise terminated.

3. Performance of the services may under no circumstances begin before the date on which this specific contract enters into force.

4. This specific contract may not be renewed. However, the duration of this specific contract may exceptionally be extended by express written agreement between the two parties in accordance with Article 8, before it expires.

5. The Contractor hereby acknowledges that the European Parliament has no interest in receiving the services [defined in Annex (I) / defined in Article 1] unless they are fully performed before [the end of the duration of this specific contract / *(insert date)*]. Therefore, in the event of late performance or non-performance by the Contractor of any part of the services, the European Parliament may without prejudice to any of its rights under this specific contract refuse acceptance and payment of any partially performed services, even if such partially performed services are self-contained, and may terminate this specific contract without recourse to legal proceedings and without compensation, by registered letter with acknowledgement of receipt.

Article 3 – Price

(Fixed price option)[1]

1. A fixed price of EUR *(indicate amount in figures)* covering all services performed under this specific contract shall be paid by the European Parliament. [It is understood that this amount shall cover all expenditure incurred by the Contractor in the performance of the specific contract without prejudice to Article I.4.3. of the framework contract].[2]

('Quoted time and means' option[3] *and 'Time and means' option)*[4]

1. The European Parliament shall pay the Contractor for the services performed under this specific contract an amount of EUR *(indicate amount in figures)* [according to the cost breakdown per profile detailed in Annex *(IV)* or in the Contractor's [specific offer / quotation] included in Annex *(III)*].[5]

   [The detailed cost per hour [and profile][6] is as follows: *(specify the profile/s and its/their cost/s which will be involved by the Contractor in the performance of this contract)*].[7]

   The maximum total amount to be paid by the European Parliament shall be EUR *(indicate amount in figures)*[8] covering all services to be performed under this specific contract. [It shall cover all expenditure incurred by the Contractor in performing this specific contract without prejudice to Article I.4.3 of the framework contract.] [9]

2. [No other costs shall be reimbursable under this specific contract, with the exception of those travel expenses set out in the framework contract.] [10]

Article 4 – Performance of services

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1 This option is chosen if the Contractor is to receive a fixed amount for performance of the services defined in the specific contract and the annexes thereto. The fixed price is usually estimated on the basis of a specific offer which Parliament has requested from the Contractor.

2 Delete if not applicable.

3 If this option is chosen, the contracting authority will define a specific number of services to be provided and, on the basis of the Contractor's specific offer, the specific contract will stipulate the total number of hours requested (with a profile breakdown, if necessary) to implement all services covered by the contract. In any case, the total amount indicated in the specific contract will be the maximum amount which can be paid by the European Parliament in connection with the services described in the annexes to the specific contract. A lower amount might also be paid.

4 If this option is chosen, the contracting authority will only define the type of profile requested in order to participate in one or more projects without a detailed definition of the content of tasks related to the project/s. The specific contract will therefore stipulate the total number of hours requested per profile. In any case, the total amount indicated in the specific contract will be the maximum amount which can be paid by the European Parliament. A lower amount might also be paid.

5 To be inserted only if the contract will include an annex detailing several profiles to be involved in the performance of services to be provided under the contract and their cost per hour. If only one profile is required, no detailed breakdown per profile will be requested.

6 To be inserted if the specific contract refers to several profiles.

7 This paragraph might be inserted either if the European Parliament prefers to show the cost breakdown per profile at this point in the specific contract and not in its annexes or if there is only one profile to be included. Indicate the different profiles in accordance with those listed in the price schedule applicable to the lot/contract awarded.

8 This maximum amount may exceed in some cases the sum of the sub-items, e.g. to have a margin to cover services subject to a multiplier (services performed during the night, on Sundays, etc.).

9 Delete if not applicable.

10 To be deleted if travel expenses are not foreseen in the framework contract.

(Fixed price option)[11]

1. The services performed by the Contractor under this specific contract shall result in *(insert appropriate text)*[12], [defined in accordance with the provisions of Annex *(I)*.] [13]

('Quoted time and means' option)[14]

1. The services performed by the Contractor under this specific contract shall be provided on the basis of [an offer, which may be specific] for [the 'sub-tasks'/ *(insert other term)*] drawn up at the request of the European Parliament by means of the form attached in Annex *(V)*.

   Within *(insert an amount in figures)* working days from the date on which the European Parliament sends to the Contractor a request for [a specific offer / quotation] for ['sub-tasks'/ *(insert other term)*]), the Contractor shall return it to the European Parliament duly completed and signed. If the Contractor fails to meet the above-mentioned deadline, penalties may be applied in accordance with the relevant articles of the framework contract [and the Service Level Agreement Appendix to Annex II – Service requirements][15].

   The time estimated for performance of the relevant ['sub-tasks'/ *(insert other term)*] included in the above-mentioned form shall be approved, in writing, by the European Parliament within a maximum of *(insert an amount in figures)* working days from the date on which the European Parliament receives the estimate. If the European Parliament does not send a written approval by the end of the above-mentioned period, the estimate shall be deemed not to have been approved.

   The Contractor shall perform the services approved by the European Parliament. In the event that the estimated time initially agreed for the performance of this specific contract has not been fully taken up, the European Parliament shall not be obliged either to use or to pay for the hours not worked and the Contractor shall not be entitled to claim compensation for them.

   Acceptance of the services performed by the Contractor shall be evidenced by the European Parliament signing the acceptance form attached in Annex *(VI)*.

('Time and means' option)[16]

1. In accordance with the procedures laid down by the European Parliament, the Contractor shall state the actual number of hours worked every day under this specific contract using the time

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11 This option is chosen if the Contractor is to receive a fixed amount for performance of the services defined in one of the annexes to the specific contract. The fixed price is usually estimated on the basis of a specific offer which Parliament has requested from the Contractor.

12 State the specific results expected from the implementation of this specific contract: 'final report', 'presentation', 'guidelines', etc.

13 Delete if such an annex is not foreseen.

14 If this option is chosen, the contracting authority will define a specific number of tasks or services to be performed and, on the basis of the Contractor's specific offer, the specific contract will stipulate the total number of hours requested (with a profile breakdown, if necessary) to perform all the tasks and services covered by the contract. In any case, the total amount indicated in the specific contract will be the maximum amount which can be paid by the European Parliament in connection with the services described in the annexes to the specific contract. A lower amount might also be paid.

15 Delete as appropriate.

16 If this option is chosen, the contracting authority will only define the type of profile requested in order to participate in one or more projects, without a detailed definition of the content of tasks related to the project/s. The specific contract will therefore stipulate the total number of hours requested per profile. In any case, the total amount indicated in the specific contract will be the maximum amount which can be paid by the European Parliament. A lower amount might also be paid.

sheet model contained in Annex *(VI)*. At the end of every month, the Contractor shall complete and sign the above-mentioned time sheet and send it to the relevant technical manager of the European Parliament referred to in Article 9, who will verify and approve it.

Article 5 – Subcontracting[17]

In accordance with Article II.6 of the General Terms and Conditions of the framework contract, the Contractor subcontracts the performance of services listed in Annex (II) to *(indicate name and address of the subcontractor/s)* under the full responsibility of the Contractor.

Article 6 – Performance guarantee[18] [19]

1. An irrevocable unconditional guarantee, payable at first call, in the amount of EUR .....*(indicate amount in figures)*, certified by a letter of guarantee provided by a bank, financial establishment or third party approved by the European Parliament's Accounting Officer, shall be lodged within *(indicate period)* after the signature of this specific contract and in any case before the submission of the first payment request. The guarantee shall be released at the Contractor's request *(indicate number in figures)* calendar days after the expiry of this specific contract. Any charges relating to the guarantee shall be payable by the Contractor[20].

2. The period for release of the performance guarantee may be extended if the European Parliament deems it necessary to carry out additional checks.

3. Any extension, by means of a supplementary agreement in accordance with Article 8 of this specific contract, shall require the renewal of the performance guarantee by the Contractor.

Article 7 – Retention guarantee

Not applicable

Article 8 – Amendment of the specific contract

Any amendment of this specific contract and its annexes, including any additions or deletions, shall require a supplementary agreement in writing, concluded on the same terms as this specific contract. No oral agreement may bind the contracting parties to that effect.

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17 If this article is not applicable, delete the text of the article and insert the words 'Not applicable' beneath the title.

18 If this article is not applicable, delete the text of the article and insert the words 'Not applicable' beneath the title. Any guarantee imposed by the specific contract shall be in line with the provisions laid down in the framework contract. Performance guarantees are not permitted for contracts with a value of less than EUR 60 000 (Article 115 of the Financial Regulation).

19 A performance guarantee is intended to ensure that the Contractor complies with its substantial contractual obligations (Article 165 of the Rules of Application). For service contracts, a performance guarantee is only possible in the case of complex services (Article 115 of the Financial Regulation).

20 A performance guarantee may also be established by withholding an amount from payments made under the specific contract. Refer to the framework contract to see how the performance guarantee is to be established.

Article 9 – Administrative provisions

1. The persons responsible for implementing this specific contract are:

For the European Parliament:	**For the Contractor:**
Administrative matters:	Administrative matters:
Surname/First name: Office: Tel.: E-mail:	Surname/First name: Tel.: E-mail:
Service management:	
Surname/First name: Office: Tel.: E-mail:	
Technical matters:	Technical matters:
Surname/First name: Office: Tel.: E-mail:	Surname/First name: Tel.: E-mail:

2. All communications relating to the implementation of this specific contract must be in writing and sent to the relevant responsible persons.

Article 10 – Final provisions

1. The provisions of the framework contract shall apply to this specific contract. However, the final provisions of the framework contract shall be interpreted as follows: the provisions of the Specific and General Terms and Conditions of the framework contract shall prevail over the provisions of this specific contract; this specific contract shall prevail over the annexes to the framework contract; the provisions of this specific contract shall prevail over its annexes.

2. Subject to the above, the various documents making up this specific contract are to be taken as mutually explanatory. Any ambiguity or divergence within the same part or between different parts shall be explained and corrected by written instruction of the European Parliament.

Article 11 – Annexes

The following documents are annexed to this specific contract and form an integral part hereof:

Annex I - Detailed [specification of services / description of services / technical annex / terms of reference / timetable]
Annex II - Services to be performed by the subcontractor/s

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Annex III - [Contractor's specific offer / quotation] dated (insert date), reference number (insert reference)
Annex IV - Detailed cost breakdown per profile
Annex V - Request for [Contractor's specific offer / quotation] form
Annex VI - [Model acceptance form / Model time sheet]

Done at …… on ……..
in two originals

For the Contractor

Mr/Ms ……

Done at …… on ……..
in two originals

For the European Parliament

Mr .....

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