|  |  |
| --- | --- |
|  | EUROPEAN COMMISSION  [DG NAME]  [DIRECTORATE]  **[Unit/Function]** |

The footnotes/options in blue are internal instructions only and must be read and **deleted** before contracts are sent out.

Options [in grey roman in square brackets] and in yellow are to be used or deleted.

Comments [*in grey italics in square brackets*] are to be deleted and/or replaced by appropriate data.

In order to avoid cross-referencing problems between the general conditions and the special conditions, re-numbering of the special conditions **should be avoided**; unnecessary articles can be replaced by "not applicable".

The contract model date in the header **should NOT be deleted** across the document. This ensures legal certainty as to which articles are applicable.

The general conditions should be left unchanged. Derogations should be inserted in the special conditions.

**SUPPLY CONTRACT**

***Financed by Commission financing decision n° [insert number(s) of the   
Commission Financing Decision(s) e.g. COM 2018/476]***

**No** <[Contract number]>

**financed from the [general budget of the Union] [*and/or]* [EDF]**

**MAIN CONDITIONS**

*[For direct management:*

[*Option 1:  Contract with one contracting authority:*

1. The European Union (‘the Union’), represented by the European Commission, [Directorate-General] [on behalf of and for the account of [name of the partner country]] (‘the contracting authority’),]

[*Option 2: Inter-institutional Contract:*

1. The European Union (‘the Union’), represented by [the European Commission] ('the Commission'), and the following contracting authorities

|  |  |  |
| --- | --- | --- |
| **No.** | **Name of the Institution, Agency or Body** | **Abbreviations** |
|  |  |  |
|  |  |  |
|  |  |  |

(collectively, ‘the contracting authority’),]

[*For indirect management when contracting authority is not EU (partner country or regional organization:* [Name and address of the contracting authority],   (‘the contracting authority’),]

represented for the purposes of the signature of this contract by the authorised representative indicated in the respective field under “SIGNATURES” below

of the one part, and

*[Option 1: The tender was submitted by a single tenderer or by a group of economic operators with a separate legal personality:*

2. [*Contractor’s full official name*]

Legal form: [*Contractor’s official legal form*]

Registration number: [*Contractor’s statutory registration number or ID or passport number*]

Official address: [*Contractor’s full official address*]

VAT: [*OPTION for contractors with VAT: VAT registration number*]

(‘the contractor’)

*[Option 2: The tender was submitted by a group of economic operators without a separate legal personality* *(de facto consortium/joint tender):*

2. [[*Include the name of the group if any -]* group of economic operators who submitted a joint tender (‘the group’) [composed of the following members who are jointly and severally liable vis-a-vis the contracting authority for the *implementation* of this contract]

Legal form: [*Contractor’s official legal form*]

Registration number: [*Contractor’s statutory registration number or ID or passport number*]

Official address: [*Contractor’s full official address*]

VAT: [*OPTION for contractors with VAT: VAT registration number*]

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

*[****repeat*** *the above data as many times as there are contractors in case of consortium/joint tender and continue numbering]*

(collectively "the contractor"),

represented for the purposes of signing this contract by the authorised representative indicated in the respective field under “SIGNATURES” below,

on the other part,

**HAVE AGREED as follows:**

**1. Subject matter**

The title of this contract is: “[*insert title of the contract*].”

The terms and conditions applying to this contract are laid down hereafter and in the special and general conditions and their annexes. They shall be deemed to form and be read and construed as an integral part of this contract in the order described in the special conditions.

**2. Contract value**

The maximum amount covering all purchases under this contract is [currency[[1]](#footnote-1)] [insert amount (insert amount in words)].]

**3 Entry into force and duration**

This contract enters into force on the date on which the last party signs it.

The maximum duration of this contract is [insert number] [days/weeks/months/years]from the [date this contract enters into force] [later date between the following two dates: the date the contract is signed by the last contracting party, and DD\_MM\_YY] [date notified by the contracting authority with at least 7 days notice and in any case no sooner than the date of entry into force and no later than 3 months after the signature of this contract.

**4. Bank account**

Payments shall be made in accordance with the special conditions into the following bank account:

*Name of bank*: [insert bank name]

*Exact denomination of account holder*: [full name of account holder]

*Bank account number*: [insert bank account number].

**Signatures**

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| [electronic signature  contractor] |  | [electronic signature contracting authority] |  |

*[For indirect management with partner countries only]*

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| --- |
| **Endorsed for financing by the European Union\***  **\*** **The European Union is not a party to the contract, shall not be subject to any obligation in connection therewith and shall not be involved in any dispute settlement, including arbitration proceedings, which may arise therefrom.** |

1. Provided it is a freely convertible currency. [↑](#footnote-ref-1)