

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° CB006.1.22.117 – MK01

FINANCED FROM THE EU GENERAL BUDGET

EA Planetum - Strumica
Address: 22 Dekemvri Str., b.b (no number) IV u.z, Strumica, FYROM
Represented by: Aleksandar Lazarov
Official registration No. 5278651
(‘the Contracting Authority’),

of the one part,

and

<Full official name of the Contractor>
[<Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>]³
(‘the Contractor’)

of the other part,

have agreed as follows:

PROJECT CB006.1.22.117 Cross-Border Fun Center

CONTRACT TITLE Logistics for Project Events

Identification number CB006.1.22.117 – MK01

(1) Subject

- 1.1 The subject of this Contract is Logistics for Project Events done in Blagoevgrad District, Bulgaria, and South-East Planning Region, FYROM, with identification number CB006.1.22.117 – MK01 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annex II)

(2) Contract value

This Contract, established in Euro is a global price contract. The contract value is EUR <amount>.

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Terms of Reference [including clarification before the deadline for submitting tenders] (Annex II)
- the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

(5) Other specific conditions applying to the Contract

N/A

Done in English in two originals, one original for the Contracting Authority and one original for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions.

Article 2 Communications

2.1 The contact persons for this contract shall be as follows:

For the Contracting Authority:

Mr. Aleksandar Lazarov, Representative of EA Planetum
22 Dekemvri Str., b.b (no number) IV u.z, Strumica, FYROM
E-mail: planetum@t-home.mk

For the Contractor:

Mrs./Mr. <name>
<address>
<E-mail>

Any communication related to this contract shall be in writing and sent/delivered to the above addresses, or sent via the above e-mails.

Article 4 Subcontracting

No derogation of the General Conditions

Article 7 General Obligations

7.8 The specific activities to be put in place by the Contractor to comply with its minimum obligation towards visibility include advertising to the public, at every step of contract implementation, the fact that the project has been financially supported by the EU through the Interreg-IPA CBC Bulgaria–the former Yugoslav Republic of Macedonia Programme. These activities must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks is 9 months from the start date but not later than 29.05.2018.

Article 26 Interim and Final Reports

The Contractor shall submit progress reports as specified in the Terms of Reference.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		<EUR>
1	Maximum Pre-financing payment ⁴	<40 % of the contract value>
9	Balance	<60 % of the contract value>
	Total	<Total contract value>

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions submitted. The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in MKD in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Article 30 Financial Guarantee

30.1 By derogation from article 30 of the General Conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of FYROM applying the national legislation of the Contracting Authority.

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⁴ The Contractor is not obliged to ask for pre-financing.