**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>

**financed from the general budget of the Union**

**Association Center for Development Montanensium**, UIC 175586261, address: Republic of Bulgaria, Montana Municipality, Montana 3400, 1 Zheravitsa sq., Dramatic theatre office, and address for correspondence: Republic of Bulgaria, Montana Municipality, Montana 3400, 12 Dragan Tsankov Str., represented by Mr. Chavdar Hristov-Chairman

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3),

(‘the contractor’)

of the other part,

have agreed as follows:

**Project № CB007.2.22.010 “We have a dream”; Priority Axis: 2.Youth; Specific Objective: 2.2. People-To-People Networking; Type of project: Soft, co-funded by EU through the Interreg-IPA CBC Bulgaria–Serbia Programme 2014 - 2020**

**CONTRACT TITLE: “Organization of and carrying out of events”**

**Identification number CB007.2.22.010-SERV-01**

(1) Subject

1.1 The subject of this contract is Organization and carrying out of events done in Montana District, Bulgaria and Nisava District, Serbia with identification number CB007.2.32.170-SERV-01, (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

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

(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 and minutes of the information meeting/site visit] (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

Done in English in 3 (three) originals, 2 (two) originals for the Contracting Authority and 1 (one) original for the Contractor.

**For the contractor For the contracting authority**

Name: Name: Chavdar Hristov

Title: Title: Chairman

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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Article 2 Communications**

2.1 The communication between the Contractor and Contracting Authority shall be in written.

*Contact details for the Contracting Authority:*

**MRS. HRISTINA IVANOVA – Project Manager**

Association Center for Development Montanensium

Address: Republic of Bulgaria, Montana Municipality

Montana 3400, 1 Zheravitsa sq., Dramatic theatre office

Address for correspondence: Republic of Bulgaria, Montana Municipality

Montana 3400, 12 Dragan Tsankov Str.

Tel: +359 889 464681;

e-mail:montanesium@abv.bg;

*Contact details for the Contractor:*

………………………………………………

Tel.: …………………………………………

Fax: ………………………………………....

E-mail: ………………………………………

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 4 Subcontracting**

4.9 No derogation of the General Conditions.

**Article 7 General obligations**

7.8 The Contractor must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the Communication and Visibility Manual for EU External Actions published by the European Commission and available at <https://ec.europa.eu/europeaid/work/visibility/_en> and also published on the Programme's official web-page, within Project Implementation Manual documents for second call for project proposals and available at [http://www.ipacbc-bgrs.eu](http://www.ipacbc-bgrs.eu/).

**Article 12 - Liabilities**

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value

**Article 19 Implementation of the tasks and delays**

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

19.2 The period for implementing the tasks is until 16 August 2020.

19.3. The Contracting Authority shall inform the Contractor about the exact date of every planned event, as follows:

* 1 /one/ month before the starting date of the 5-day practical course on the territory of Montana District;
* 2 /two/ weeks before the starting date of the final press conference on the territory of Montana District;
* 1 /one/ month before the starting date of the travelling for 3-day theoretical course;
* 2 /two/ weeks before the starting date of each project team meeting on the territory of Montana District.

**Article 26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

**Article 27 Approval of reports and documents**

27.5 The contracting authority shall, within 15 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 15 days of the receipt of the report.

**Article 28 Expenditure verification**

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

**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]](#footnote-4) | 40 % of the contract value |
| After implementation of Task 1 – Organization and carrying out of 5-day practical course in Montana District | Interim payment | 30 % of the contract value |
| After implementation of all tasks | **Balance** | 30 % of the contract value |
|  | **Total** | Total contract value |

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 50 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.Each from the issued invoices must contain the following text in Bulgarian language: **“Разходът се извършва по проект: „Ние имаме мечта“, Проект No. CB007.2.22.010; Договор No.РД-02-29-85/16.05.2019**

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 BGN in accordance with Articles 20.6, 29.4 and 29.5 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 competent Bulgarian court, applying the national legislation of the Contracting Authority

This document has been produced with the assistance of the European Union through the Interreg-IPA CBC Bulgaria-Serbia Programme, CCI No.2014TC16I5CC007. The contents of this document are the sole responsibility of Association Center for development Montanesium and can in no way be taken to reflect the views of the European Union or the Managing Authority of the Programme.

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. The contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-4)