**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>

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

**ASSOCIATION AGENCY FOR ECONOMIC DEVELOPMENT KOSTINBROD**, address: 10 B, Asen Zlatarov str., 2230, Kostinbrod, Bulgaria, Identification No: 131560578, represented by Rossen Yordanov Pashov

(‘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 “VIA MILITARIS – A CORRIDOR FOR SUSTAINABLE TOURISM DEVELOPMENT”**

**CONTRACT TITLE: Event Management for organization and logistics of Via Militaris project events**

**Identification number** CB007.2.12.032 – 2019 – 1

(1) Subject

1.1 The subject of this contract is “Event Management for organization and logistics of Via Militaris project events” done in Bulgaria and Serbia with identification number CB007.2.12.032 – 2019 – 1 (‘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 …….. incl. of VAT.

(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

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 External Actions available from the EuropeAid website at <http://ec.europa.eu/europeaid/work/visibility/index_en.htm>

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

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: Rosen Yordanov Pashov |  |
| Title: |  | Title: Chairman of the board |  |
| 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

|  |  |
| --- | --- |
| *Contact details for the Contracting Authority:* | **MR ROSSEN PASHOV**  Chairman of the board  122, Ovche Pole str.  1303 Sofia, Bulgaria  Tel: +35928139600  e-mail: [office@investinsofia.eu](mailto:office@investinsofia.eu) |
| *Contact details for the Contractor:* | ………………………………………………  ……………………………………………...  ………………………………………………  Tel: …………………………………………  Fax: …………………………………………  e-mail: ……………………………………… |

All written communication (incl. submission of the project reports) must state the Contract title and identification number, and must be sent by post or by hand to the Contracting Authority on the above mentioned address. The Contracting Authority is responsible for approving the project reports and presenting the official written position of the Contracting Authority.

The electronic versions of the project reports and any operational correspondence have to be sent via e-mail to Mr. Rossen Pashov to the e-mail above.

**Article 4 Subcontracting**

No derogation of the General Conditions.

**Article 7 General obligations**

7.8 All of the outputs shall be maintained in line with the minimum obligation towards visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission available at <http://ec.europa.eu/europeaid/work/visibility/index_en.htm> and Annex 10 Communication and Visibility Guidelines from actual PIM version.

**Article 12 – Liabilities**

No derogation of the General Conditions.

**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 10 (ten) months from the start date, but not later than 16th of August 2020.

**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 45 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 45 days of the receipt of the report.

**Article 28 Expenditure verification**

28.2 No derogation of the General Conditions

**Article 29 Payment and interest on late payment**

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

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR** |
| **Month 1**  **In accordance with Article 29.1 (Option 2) of General Conditions** | **Maximum Pre-financing payment**[[4]](#footnote-4) | 40% of the contract value |
| **Month 10** | **Balance** | 60 % of the contract value |
|  | **Total** | 100% |

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 Leva (BGN) 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 Sofia City Court applying the national legislation of the Contracting Authority.

**Article 42 Data protection**

42.1 The Contractor shall respect the requirements of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**Article 43 Further additional clauses**

Not applicable.

\* \* \*

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)