

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO BENEFIT-CN1-SO 2.1-SC 007 (08-522/3)

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Municipality of Bitola
Bulevar 1st Maj 61
Bitola 7000, R. Macedonia
VAT No. 4002004168574
represented by MSc Natasha Petrovska, Mayor of Municipality of Bitola

(‘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 : Building ENergy Efficiency Improvement- Benefit (Interreg IPA Programme
Greece – Former Yugoslav Republic of Macedonia 2014-2020)
BENEFIT-CN1-SO 2.1-SC 007(08-522/3)**

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.

CONTRACT TITLE

- Development & Management of Buildings Energy Efficiency-BEE Platform (into Macedonian and English language) and collection of data, the platform will be developed on the internet.
- Project website translation and update during the project.
- Implementation of the “behavioural change platform.

Identification number BENEFIT-CN1-SO 2.1-SC 007 (08-522/3)

(1) Subject

- 1.1 The subject of this contract is Development & Management of Buildings Energy Efficiency-BEE Platform (into Macedonian and English language) and collection of data, the platform will be developed on the internet,. Project website translation and update during the project and Implementation of the “behavioural change platform“. done till the implementation of the project in Municipality of Bitola with identification number BENEFIT-CN1-SO 2.1-SC 007 (08-522/3).
- 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

(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);
- Key experts (Annex IV);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

July 2019



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 three originals, one original for the contracting authority, one original for the European Commission, and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

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 person for the Contracting Authority is:

Natasha Lukic, project manager
Municipality of Bitola
Bulevard 1-st of May 61
MK-7000 Bitola
Tel. +389 47 208 334
E-mail. benefitipa@gmail.com

Contact person for the Contractor is

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

According General condition

Article 7 General obligations

7.8 The activities by the contractor must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

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 amount of the contract.

Article 19 Implementation of the tasks and delays

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

19.2 The period for implementing the tasks is from start to 20.10.2020.

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 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

N/A

Article 29 Payment and interest on late payment

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

Month		<EUR/**>
10/2019	Maximum pre-financing payment ⁴	<Maximum 40 % of the contract value>
XX	After completed deliverable (report for realizing deliverable) as specified in the Terms of Reference	<100% (minus percentage of eventual pre-financing) of offered price for specific deliverable >

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

	Total	<Total contract value>
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By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 30 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.

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 national currency 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 Court in Bitola applying the national legislation of the contracting authority.

Article 42 Data protection

N/A

Article 43 Further additional clauses

N/A

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