**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**PREVEN-T –CN2-SO2.4-SC049**

**financed from the INTERREG – IPA CBC GREECE – REPUBLIC OF NORTH MACEDONIA 2014-2020**

European Union, represented by the European Commission,
B-1049 Brussels, Belgium, on behalf of and for the account of the government of Republic of North Macedonia

(‘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**

**“Modern tools for wildfire’ and floods’ risk punctual forecast and monitoring and innovative techniques for citizens’ safeguard awareness and preparedness”**

**CONTRACT TITLE**

 **“Procurement for a terrain vehicle”**

**Identification number PREVEN-T –CN2-SO2.4-SC049**

(1) Subject

1.1 The subject of this contract is **„Procurement for a terrain vehicle”**

done in Skopje with identification number PREVEN-T –CN2-SO2.4-SC049(‘the supply’).

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);
* 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 three originals, one original for the contracting authority, one original for the European Commission 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Article 1 Communications**

**1.1.**

|  |  |
| --- | --- |
| *Contact details for the Contracting Authority:* | Military academy „General Mihailo Apostolski “– Skopje Str. Vasko Karangeleski BB, 1000, Skopje+389 78 814 170MSc. Monika Kachurova monika.kacurova@ugd.edu.mk |
| *Contact details for the Contractor:* |  |

1.2 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 2 Subcontracting**

 No derogation of the General Conditions.

**Article 3 General Obligations**

 The official documents, correspondence, reports or any other relevant document issued by the Contractor within the execution of the contract must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

**Article 4 Implementation of the tasks and delays**

The delivery date shall be the date of signature of the contract by both parties.

**Article 5 Interim and Final Reports**

The Contractor shall submit reports for each task as specified in the Terms of Reference.

**Article 6 Approval of Reports and Documents**

The Contracting Authority shall, within 5 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 5 days of the receipt of the report.

**Article 7 Expenditure verification**

No derogation of the General Conditions

**Article 8 Payment and interest on late payment**

8.1 Payments will be made up to 45 days in accordance with the delivery date of the vehicle and contract signature, as stated in Terms of References. Payment will be made in DEN, according to InforEUR monthly accounting rate of the euro, for the month of acceptance of the invoice.

8.2 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.

8.3 Payments will be made in DEN on the bases of InforEuro exchange rate 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 9 Financial Guarantee**

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

**Article 10 Settlement of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Regional court – Skopje, North Macedonia applying the national legislation of the Contracting Authority.

**Article 11 Further additional clauses**

N/A

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)