

**SERVICE CONTRACT FOR THE CEFTA SECRETARIAT**

**N° CEFTA 2017-08**

**FINANCED FROM THE CEFTA FUNDS**

The Secretariat of the Central European Free Trade Agreement 2006,  
Rue de la Loi 42,  
1040 Brussels,  
BELGIUM

(‘the Contracting Authority’),

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>],<sup>3</sup>

(‘the Contractor’)

of the other part,

have agreed as follows:

**PROJECT ON Event Organisation  
CEFTA 2017-08**

**(1) Subject**

1.1 The subject of this Contract is Event Organisation done at Brussels with identification number CEFTA 2017-08 (‘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>.

**(3) Order of precedence of contract documents**

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<sup>1</sup> Where the contracting party is an individual.

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

<sup>3</sup> Except where the contracting party is not VAT registered.

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) For contracts requiring key experts] ;
- Budget (Annex V);
- Financial Identification form (Annex VI);
- Legal Entity file (Annex VII);
- Declaration on honour on exclusion and selection criteria (Annex VIII);

**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 two originals, one original for the CEFTA Secretariat, 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.

### **Article 2 Communications**

2.1 Any written communication relating to this Contract between the Contracting Authority and the Contractor must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the following:

- For the Contracting Authority:  
CEFTA Secretariat  
Rue de la Loi 42  
1040 Brussels, BELGIUM  
[projects@cefta.int](mailto:projects@cefta.int)  
Tel +32 2 229 10 16  
Fax +32 2 229 10 19
  
- For the Contractor:

### **Article 4 Subcontracting**

Not applicable.

### **Article 7 General Obligations**

7.8 In the interim and final reports the Contractor must state that the project is funded by the CEFTA Project Facility III, financed by the European Union.

### **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 from 18 September to 31 December 2017 from the start date.

### **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**

Not applicable.

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

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

<b>Month</b>		<b>EUR</b>
<b>1</b>	<b>Maximum Pre-financing payment<sup>4</sup></b>	<Maximum 40% of the contract value>
<Month/ year number>	<b>Balance</b>	<Maximum 60% of the contract value>
	<b>Total</b>	<Total contract value>

29.5 Payments will be made in Euro 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 amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

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<sup>4</sup> The Contractor is not obliged to ask for pre-financing.