

SERVICE CONTRACT FOR THE CEFTA SECRETARIAT

N° CPF III 2017-07

FINANCED FROM THE CEFTA PROJECT FACILITY III

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>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>],³

(‘the Contractor’)

of the other part,

have agreed as follows:

**Establishment of the regulatory database in services sectors
CPF III 2017-07**

(1) Subject

1.1 The subject of this Contract is Establishment of the Regulatory Database in Services Sectors done in Brussels with identification number CPF III 2017-07 (‘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 <amount> EUR.

(3) Order of precedence of contract documents

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.

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);
- Key experts (Annex IV);
- 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
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, 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 8 months from the start date (*pending signature of the extension of Grant Contract CN 2015/356 338 with the EC*).

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:

Month		EUR
1	Maximum Pre-financing payment⁴	<Maximum 40% of the contract value>
<Month/ year number>	Balance	<Maximum 60% of the contract value>
	Total	<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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⁴ The Contractor is not obliged to ask for pre-financing.