**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>

**financed from the [general budget of the Union] [EDF]**

DBSUF, statiunea Venus, Municipiul Mangalia, str. Nicolaie Iorga, nr. 38, judetul Constanta, cod postal 905504, represented by Emil BODNARAS, President

(‘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 “ESTABLISHING LONG-LASTING PARTNERSHIPS TO UPGRADE HERITAGE-BASED OFFERS AND CREATE NEW INVESTMENT OPPORTUNITIES IN TOURISM AND THE CULTURAL AND CREATIVE INDUSTRIES AT UNESCO DESIGNATED AREAS IN THE BLACK SEA BASIN”**

**CONTRACT TITLE Tourism and cultural services (studies, research work and surveys)**

**Identification number 2/BSB/831/2021**

(1) Subject

1.1 The subject of this contract is Tourism and cultural services (studies, research work and surveys) done in the area of the partner’s project with identification number 2/BSB/831/2021 (‘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 and in RON, is a global price contract. The total contract value is ………. Euro (……….. Euro) without VAT. Payments will be made in RON, in accordance to the applicable law, at the official exchange rate of the National Bank of Romania at the transaction date, no later than 30 days following submission by the Contractor of the Fiscal bill

(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);
* specified forms and other relevant documents (Annex VI));

**The various documents making up the contract 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.

Done in English in two originals, one original for the contracting authority, 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 2 Communications**

2.1 Contact person: Elena STEFAN, email: info@fudmn.ro

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 19 Implementation of the tasks and delays**

19.1The 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 by the date of 31.12.2022, with the possibility of extending it depending on the implementation of the project.

**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.

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

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

Pre-financing payment of the contract value will be **maximum 50 %**, that will be payed after the work methodology in detailed work plan is approved.

The payment is subject to the final approval of the deliverable report. Interim payments are applicable for complex deliverables with long term of work, in such case an interim report will be provided. The interim payments are subject of agreement, and will be discussed before the contract is signed.

**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 Romania applying the national legislation of the contracting authority.

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)