



## DRAFT CONTRACT

### SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No BENEFIT-CN1-SO 2.1-SC 007 ( 08-361/3 )

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Project Building ENergy EFficiency ImprovemenT- Benefit implemented by Municipality of Bitola,

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>]<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 : Building ENergy EFficiency ImprovemenT- Benefit ( Interreg IPA Programme  
Greece – Former Yugoslav Republic of Macedonia 2014-2020)  
BENEFIT-CN1-SO 2.1-SC 007( 08-361/3 )**

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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.

# CONTRACT TITLE

## Service contract for:

„ Project management support: external expert to support the Municipality employees in the coordination and day-to-day management of the project“

„ External expert for the elaboration of 4 financial progress reports and 1 final report “

**Identification number** BENEFIT-CN1-SO 2.1-SC 007 (08-361/3)

### (1) Subject

1.1 The subject of this contract is „ Project management support: external expert to support the Municipality employees in the coordination and day-to-day management of the project“ and „ External expert for the elaboration of 4 financial progress reports and 1 final report “ done till the implementation of the project in Municipality of Bitola with identification number BENEFIT-CN1-SO 2.1-SC 007( 08-361/3 )

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 maximum \_\_\_\_ EUR without VAT.

### (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] (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);

**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 European Commission, one original for the contracting authority 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](mailto:benefitipa@gmail.com)

Contact person for the Contractor is

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#### 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

#### 4.9 In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms.

## **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 till the implementation of the project 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**

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

## Article 29 Payment and interest on late payment

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

Global price contract

Month		EUR
1	No pre-financing payment <sup>4</sup>	
12 Months, year 2019/20	Payment for day-to-day management	Maximum 425 EUR of each month
During the implementation of the project	4 financial progress reports and 1 final report	Maximum 500 EUR of each report
	<b>Total</b>	7.600,00 EUR

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 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

40.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the Court in Bitola applying the national legislation of the contracting authority.

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