

## FORMAT OF THE CONTRACT BETWEEN THE CONTRACTOR AND THE CONTRACTING AUTHORITY

**CONTRACT TITLE: DESIGN AND PRODUCTION OF THE PROJECT VISIBILITY MATERIAL, EQUIPMENT FOR PROMOTION OF CINECULTURE STRUCTURES, TRANSLATION SERVICES AND WEB SUPPORT**

**REF:**

**Concluded between:**

**Municipality of Bitola**

**Str.Boulevard 1st of Maj 61, 7000 Bitola**

**Republic of North Macedonia**

**Represented by: MSc Natasha Petrovska, Mayor of Municipality of Bitola**

**(Contracting Authority)**

AND

Title

Address of the  
contractor

Represented by:  
(Contractor)

### **Article 1: Subject of the contract**

The subject of the contract are the services for **Design and production of the project visibility material, equipment for promotion of cineculture structures, translation services and web support** as indicated in the contractor's offer – "Part B: Format of offer to be provided by the tenderer", implemented under the project "**Interactive and virtual presentation of cultural heritage & cinema**" – CINECULTURE, of the INTERREG IPA Cross-border Cooperation Programme Greece – the Republic of North Macedonia 2014-2020.

### **Article 2: Contract value**

The total contract value for implementation of services indicated in the Article 1 is:  
\_\_\_\_\_ EUR (excluding VAT).

The payment will be made in accordance with the National Law on the manner of enforcing a tax exemption from payment of VAT on the supply of goods and services



intended for realization of an EU project that entered into force on 1 July 2014 in the net amount of invoice, generated through the Public Revenue Office System.

#### **Article 3: Contracting documents**

This documents which form the part of this contract are (by the order of precedence):

- Contract agreement
- Contractor's offer as provided in the tendering phase – "Part B: Format of offer to be provided by the tenderer"
- The supporting documentations if applicable

#### **Article 4: Deliveries and payments**

The contractor will deliver without reservation the services indicated in the contractor's offer "Part B: Format of the offer to be provided by the tenderer". The deliveries will be implemented within the indicated dates.

The Contracting Authority will pay to the contractor the services in the amount indicated in the Article 2 of this contract document. The payments will be issued 100% after delivery of every specified item (1.1,2.1,3.1,4.1,5.1,6.1,7.1,8.1,9.1, 10.1) in the technical offer.

Payment under the contract shall be made after acceptance/deliveries of services confirmed by the Contracting Authority through signature of acceptance protocol and certificate of provisional acceptance.

Payment shall be authorised and made by the Municipality of Bitola.

The payment to the Contractor of the amounts due shall be made within 45 days after receipt by the Contracting Authority of a generated invoice by the Public Revenue Office.

#### **Article 5: Duration of the contract**

The duration of the contract is 12 months. An extension addendum to contract might be made if a prolongation of the project occurs.

#### **Article 6: Cancellation of the contract**

The contract can be suspended by the Contractor due to one of the following reasons:

- Contracting Authority not fulfilling payment and other obligations



The contract can be terminated by the Contracting Authority due to one of the following reasons:

- The Contractor is in serious breach of the contract, failing to meet contractual obligations
- The Contractor is bankrupted or being wound up, is having its affairs administrated by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar situation provided for in national legislation or regulations.

## Article 7: Resolving 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 (\* - specify responsible court or arbitration body) in accordance with the national legislation of the state of the Contracting Authority.

## Article 8: Entry in to force

This Contract shall enter in to force on the date on which it is signed by the last party.

This Contract is drawn up in three exemplars, one is for the Contractor and two are for the Contracting Authority.

### For the Contractor

Name:

Title:

Signature:

Date:

### For the Contracting Authority

Name: **MSc Natasha Petrovska**

Title: **Mayor**

Signature:

Date: