**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>

**financed from the general budget of the Union**

**EUROCLUB WOMAN**, UIC 128569268, Bulgaria, Yambol 8600, 1 Rakovski str., Represented by Mrs. Tatyana Balakchieva,

(‘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: ECO WOMAN - INITIATIVES TO MANAGE NATURAL RESOURCES FOR BETTER LIFE**

**(№ CB005.2.12.079 Contract: РД 02-29-174/23.07.2019),**

**CONTRACT TITLE: MANAGEMENT THE LOGISTICS OF EVENTS**

**Identification number: CB005.2.12.079&CB005.2.23.022/2**

**LOT 1: CB005.2.12.079**

(1) Subject

1.1 The subject of this contract is **MANAGEMENT THE LOGISTICS OF EVENTS** done in Yambol, Bulgaria with identification number **CB005.2.12.079&CB005.2.23.022/2, LOT1:** **CB005.2.12.079** (‘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 including 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 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);
* Budget (Annex IV);
* Other relevant forms and documents (Annex V);

**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.

(5) Other specific conditions applying to the contract

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: Tatyana Balakchieva | |
| Title: |  | Title: President of EUROCLUB WOMAN | |
| 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 The communication between the Contractor and the Contracting Authority shall be in written:

**“The Contracting Authority: EUROCLUB WOMAN**

Mrs. Tatyana Balakchieva (Project Manager)

Bulgaria, Yambol 8600, 1 Rakovski str.

Email: [eu\_woman@abv.bg](mailto:eu_woman@abv.bg)

Tel.: 0035946662939

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**“The Contractor ………………………………………………**

**……………………………………………...**

**Tel: …………………………………………**

**Fax: …………………………………………**

**e-mail: ………………………………………**

**Article 4 Subcontracting**

4.9 No derogation of the General Conditions

**Article 7 General obligations**

7.8 No derogation of the General Conditions

**Article 12 - Liabilities**

12.2 No derogation of the General Conditions

**Article 13 - Insurance**

13.2 No derogation of the General Conditions

**Article 19 Implementation of the tasks and delays**

19.1The start date for implementation shall be date of signature of the contract by both parties.

19.2 The period for implementing the tasks is **9 months** (part-time commitment) months from the start date.

**Article 26 Interim and final reports**

The contractor shall submit final acceptance certificate for each of the implemented activities of the service contract after its finalisation as specified in TOR:

* Final acceptance certificate for implementation of press-conference for the start of the project in Yambol, BG and the provided services for it.
* Final acceptance certificate for implementation of press-conference for the end of the project in Yambol, BG and the provided services for it.
* Final acceptance certificate for the implementation of Training and capacity building activities No1 in Yambol, BG and the provided services for them.
* Final acceptance certificate for the implementation of Training and capacity building activities No2 in Yambol, BG and the provided services for it.
* Final acceptance certificate for the implementation of awareness capacity activity- "Ecology and bio product" in Yambol, BG and the provided services for it.
* Final acceptance certificate for the implementation of the event - International Conference in Yambol, BG and the provided services for it.

**Article 27 Approval of reports and documents**

27.5 The final acceptance certificates referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving them.

**Article 28 Expenditure verification**

No derogation of the General Conditions

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

29.1 Payments will be made according to the implementation of the activities and the services associated with them. Payments will be made in accordance with the following table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SERVICE** | **UNIT** | **NO OF UNITS** | **UNIT PRICE** | **TOTAL** |
| Rent of hall for PRESS-CONFERENCEs in Yambol ( 2 press-conferences, 4 hours each) | **hour** | **8** | ***Up to 20*** | ***Up to 160*** |
| Rent of technical means for PRESS-CONFERENCEs in Yambol, BG ( 2 press-conferences, 4 hours each) | **hour** | **8** | ***Up to 12.50*** | ***Up to 100*** |
| Coffee-breaks for PRESS-CONFERENCEs in Yambol, BG (30 participantsx2 press-conferences= 60 participants) | **participant** | **60** | ***Up to 5*** | ***Up to 300*** |
|  |  |  |  |  |
| Rent of hall for Training and capacity building activities No1 in Yambol, BG ( 5 days) | **day** | **5** | ***Up to 100*** | ***Up to 500*** |
| Rent of technical means for the training and capacity building activities No1 in Yambol, BG ( 5 days) | **day** | **5** | ***Up to 90*** | ***Up to 450*** |
| Coffee-breaks, catering, lunch for Bulgarian participants in the training and capacity building activities No1 in Yambol, BG ( 20 participants x 5 days= 100) | **participant** | **100** | ***Up to 15*** | ***Up to 1500*** |
|  |  |  |  |  |
| Rent of hall for training and capacity building activities No2 in Yambol, BG ( 5 days) 5 days | **day** | **5** | ***Up to 100*** | ***Up to 500*** |
| Rent of technical means for the Training and capacity building activities No2 in Yambol, BG (5 days) | **day** | **5** | ***Up to 90*** | ***Up to 450*** |
| Coffee-breaks, catering, lunch for Bulgarian participants in the Training and capacity building activities No2 in Yambol, BG( 20 participants x 5 days= 100) | **participant** | **100** | ***Up to 15*** | ***Up to 1500*** |
|  |  |  |  |  |
| Rent of hall for awareness capacity activity- "Ecology and bio product" in Yambol, BG (8 hours) | **hour** | **8** | ***Up to 20*** | ***Up to 160*** |
| Rent of technical means for awareness capacity activity - "Ecology and bio product" in Yambol, BG ( 8 hours) | **hour** | **8** | ***Up to 12.50*** | ***Up to 100*** |
| Coffee-breaks, lunch and dinner for the Turkish participants in awareness capacity activity in Yambol, BG ( 40 participants) | **participant** | **40** | ***Up to 35*** | ***Up to 1400*** |
| Coffee-breaks, lunch and dinner for the Bulgarian participants in awareness capacity activity in Yambol, BG ( 40 participants) | **participant** | **40** | ***Up to 35*** | ***Up to 1400*** |
| Accommodation for Turkish participants in awareness capacity activity in Yambol, BG (40 participants- 1 night) | **accommodation** | **40** | ***Up to 60*** | ***Up to 2400*** |
|  |  |  |  |  |
| Rent of hall for international conference in Yambol, BG ( 8 hours) | **hour** | **8** | ***Up to 20*** | ***Up to 160*** |
| Rent of technical equipment for international conference in Yambol, BG (8 hours) | **hour** | **8** | ***Up to 12.50*** | ***Up to 100*** |
| Coffee-breaks, lunch and dinner for the Turkish participants international conference in Yambol, BG (40 participants - 2 days) | **participant** | **80** | ***Up to 35*** | ***Up to 2800*** |
| Coffee-breaks, lunch and dinner for the Bulgarian participants in international conference in Yambol, BG ( 40 participants – 1 day coffee-breaks, lunch, dinner; 2 day- coffee-break and lunch) | **participant** | **80** | ***Up to 20*** | ***Up to 1600*** |
| Accommodation for Turkish participants in international conference in Bulgaria (40 participants x 2 nights= 80 nights) | **accommodation** | **80** | ***Up to 60*** | ***Up to 4800*** |
| **TOTAL: up to 20 380 EURO VAT included** | | | | |

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 BGN 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 otherwise shall be referred to the exclusive jurisdiction of Yambol Administrative Court applying the national legislation of the contracting authority.

**Article 42 Data protection**

No derogation of the General Conditions

**Article 43 Further additional clauses**

N/A

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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)