

TEMPLATE SERVICE CONTRACT FOR THE CEFTA SECRETARIAT

N° **<CONTRACT NUMBER>**

FINANCED FROM THE CEFTA ACTION GRANT

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:

PROJECT **<Title and reference>**

CONTRACT TITLE **<Contract title>**

Identification number **<Publication reference>**

(1) Subject

1.1 The subject of this contract is **<contract title>** done **[at]** **[in]** **<location>** with identification number **<reference>** (‘the services’).

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

[Option 1: Fee-based contracts (technical assistance contracts)]

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.

This contract, established in [Euro], is a fee-based contract. Based on the maximum fees, [lump sum], incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is [Euro] <amount>.

[Option 2: Global price contracts (studies and other result-based contracts)]

This contract, established in [Euro], is a global price contract. The contract value is [EUR] <amount>.]

(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) **For contracts requiring key experts**];
- Budget **[For fee-based contracts only: breakdown]**;
- Financial Identification form (Annex VI);
- Legal Entity file (Annex VII);
- Declaration on honour on exclusion and selection criteria (Annex VIII);

[For fee-based contracts only:

- **Report of factual findings and terms of reference for an expenditure verification]** (Annex VII):

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
procurement@cefta.int
Tel +32 2 229 10 16

- For the Contractor:

<Full official name of the Contractor>

<Full official address>

[<Contact info>],

Article 4 Subcontracting

< Sub-contracting is allowed up to [%] of the value of the implementation services within this Contract >.

Article 7 General Obligations

7.8 The Contractor must state in the reporting that the project is funded by the CEFTA Action Grant, co-financed by the European Union and the CEFTA Parties.

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 the contract value.

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 <number> months 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 Fee-based contract

[The expenditure verification(s) referred to in the general conditions will be carried out by < name, address, telephone and fax numbers>.]

[If the verification of the incidental expenditure will be made by the contracting authority insert the following instead of 28.2 above: 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:

[Option 1: Fee-based contract

Month		<EUR/***>
1	Maximum pre-financing payment ⁴	<Maximum amount> <X> % ⁵
6-monthly	Interim payments	<amount (balance of pre-financing payment and forecast balance)>

⁴ The contractor is not obliged to ask for pre-financing.

⁵ Maximum of 20 % of the maximum contract value.

<Month number>	Forecast balance	10 % of the maximum contract value
	Total	<maximum contract value>

The actual amounts payable after the pre-financing payment will vary. They shall be based on the contractor's invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the general conditions.

[Option 2: Global price contract

Month		<EUR/**>
1	Maximum pre-financing payment ⁶	<Maximum 40 % of the contract value>
<Month/ year number>	[If applicable: Interim payment]	<X % of the contract value>
<Month/ year number>	Balance	<Maximum 60 % of the contract value>
	Total	<Total contract value>

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.]

[If the verification of the incidental expenditure will be made by the contracting authority: By derogation from article 29 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.]

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. Bank charges for bank transfer made by the CEFTA Secretariat will be borne by the contractor.

Article 30 Financial Guarantee

30.1 For a contract amount equal to or below EUR 60 000 [By derogation from article 30 of the general conditions, no pre-financing guarantee is required.]

⁶ The contractor is not obliged to ask for pre-financing.

For a contract amount above EUR 60 000 [Subject to a positive risk assessment⁷ by the contracting authority, 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 the courts of Brussels, Belgium in accordance with the national legislation of the state of the contracting authority.

Article 41 Data protection

[The following text is to be inserted for indirect management]

[1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC⁸ and as detailed in the specific privacy statement published at ePRAG.]

Article 42 Further additional clauses

<Add other clauses approved by the competent European Commission departments.>

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⁷ Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria but relying on the capacity of another company.

⁸ OJ L 205 of 21.11.2018, p. 39.