



DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° <_____>

FINANCED FROM THE [EU GENERAL BUDGET]

Tirana Cultural Center
Address: Rr. Dede Gjo Luli, Tirana, Albania 1001
Represented by Jonida Beqo, Director

(‘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:

REFERENCE:

PROJECT: “AIDA”- Code. 493, cofinanced by the European Union under the Instrument for PreAccession Assistance (IPA) Interreg IPA CBC Italy-Albania-Montenegro 2014-2020.

Contract Title: “External expertise Video maker in all activities”

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.

(1) Subject

1.1 The subject of this contract is “**External expertise Video maker in all activities**” in implementing “AIDA” project done in Tirana with identification number <**Interreg IPA CBC Italy–Albania-Montenegro 2014-2020 “Adriatic Identity through Development of Arts- AIDA” / 2nd call for IPA project /code. 493/ Order No. 515 Dt.31.12-2020**>.

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 18,500 [EUR].

(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)
- Budget
- 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: two originals 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 For the Contracting Authority:

Contact person: Klodjana Keco- Project Manager
Address: Rr. Dede Gjo Luli, Tirana, Albania 1001
E-mail: klodykeco@yahoo.com

For the contractor:

Article 7 General Obligations

7.8 All the activities carried out 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 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 9 months.

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:

Month		<EUR/**>
1	Interim payment	40 % of the maximum contract value
9- months	Final Payment	60 % of the maximum contract value
	TOTAL	100 % of the contract value

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 [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.

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 Albania applying the national legislation of the Contracting Authority.]

Article 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the General Conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.]

Article 42 Data Protection

Not applicable.