|  |
| --- |
| NOT TO BE FILED IN BEFORE CONTRACT SIGNING  NOT TO BE SUBMITTED WITHIN THE OFFER!!! |

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

**CONTRACT TITLE:** *Development of Visual identity & Website development and administration*

**REFERENCE:** RORS10 / 4

**Concluded between:**

**CENTRUL PENTRU PROMOVAREA INVATARII PERMENENTE-CPIP**

Adress: Aleea Inului No2 Timişoara, Timiş county, România

Fiscal Code: 18074485

**Represented by Rodica PANA, Executive Director**

AND

Title

Address of the contractor

Represented by:

(Contractor)

**Article 1: Subject of the contract**

The subject of the contract are the services as indicated in the contractor’s offer – ‘’Part B: Technical offer’’.

**Article 2: Contract value**

The total contract value for implementation of services indicated in the Article 1 is: XXX EUR, including VAT. The payment will be made according to InfoEuro exchange rate correspondent for July 2017

In accordance with IPA implementing regulation, for Romanian partners VAT can be an eligible expenditure. The Contracting Authority will pay the unit prices, as stated in the Financial Offer, and will pay the VAT if the VAT is clearly identified on the invoices.

**Article 3: Contracting documents**

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

* Contract agreement;
* Contractor’s technical offer as provided in the tendering phase – ‘’Part B: Technical offer’’;
* Contractor’s financial offer as provided in the tendering phase – ‘’Part C: Financial offer’’;
* Any other supporting documentation if applicable;

For any issues not defined in this contract agreement the rules of General conditions (Annex B8d of PRAG) will be applied, available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=B>.

**Article 4: Deliveries and payments**

The contractor will deliver without reservation the services indicated in the contractor’s offer ‘’Part B: Technical offer’’. 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 made after the approval of the reports by the Contracting Authority, based on the invoices provided by the Contractor. The payments’ timeframe is related to the Contractor’s technical offer as provided in the tendering phase – ‘’Part B: Technical offer’’

The final payment will be made until 30.04.2018.

**Article 5: Duration of the contract**

The duration of the contract is 10 months, but no later than 30.04.2018.

Commencement date is: <dd/mm/yyyy> .

**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 the corresponding bodies in accordance with the national legislation of the state of the Contracting Authority.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |