**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No RORS-337 / 01**

**financed from the EU General Budget**

**West University of Timisoara (Romania) / Universitatea de Vest din Timișoara,**

**Blv. V. Pârvan 4, 300223,**

**Timișoara, România**

(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 RoRS 337- ROmania Serbia NETwork for assessing and disseminating the impact of copper mining activities on water quality in the cross-border area (RoS-NET2)**

# CONTRACT TITLE ****Services related to the organization and implementation of events or meetings: Final Gala and Press Conferences****

**Identification no.** RORS-337 / 01

(1) Subject

1.1 The subject of this Contract is organization of events service done in Timisoara, with the identification number RORS 337 / 01 (‘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/RSD, is a global price contract. The contract value is xx Euro/RON <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 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);
* Key experts (Annex IV);
* Budget (Annex V);
* specified forms and other relevant 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 two originals, one original for the Contracting Authority, and one original for the Contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: | Prof. univ. Dr. Marilen PIRTEA |
| Title: |  | Title: | Rector of West University of Timișoara |
| 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 **Contracting Authority**

West University of Timisoara (Romania) / Universitatea de Vest din Timișoara,

Blv. V. Pârvan 4, 300223, Timișoara, România

Represented by Rector of West University of Timisoara: Prof. univ. Dr. Marilen Gabriel PIRTEA

Contact person: Prof. Dr. Vasile Ostafe (vasile.ostafe@e-uvt.ro or vostafe@yahoo.com tel 0755240153)

2.2. **Contractor …..**

**Article 7 General Obligations**

7.8 The minimum obligation towards visibility to be put in place by the contractor are included in the Visual Identity Manual of the Interreg-IPA Cross-border Cooperation Romania-Serbia Programme found at http://www.romania-serbia.net/?page\_id=212&lang=en\_GB

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

19.1The 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 until 09.09.2021.

**Article 26 Interim and Final Reports**

The Contractor shall submit progress reports as specified in the Terms of Reference.

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

29.1 Payments shall be made in accordance with the following the option:

|  |  |  |
| --- | --- | --- |
| **Activity** | **Type of payment (approximate date)** | **%** |
| A. Services related to the organization and implementation of events: thematic excursion no. 1 (and study workshop no. 1) in the period 8-10 May 2020 (from Friday to Sunday) | Interim payment (May – June 2020) | 25% of the contract value |
| B. Services related to the organization and implementation of events: thematic excursion no. 2 (and study workshop no. 2) in the period 16-18 October 2020 (from Friday to Sunday)  C. Services to assure the participation of WUT team to Middle Term Conference activity in Bor  D.a. Services related to the organisation and implementation of events: press conferences | Interim payment (October – November 2020) | 45% of the contract value |
| D.a. Services related to the organisation and implementation of events: press conferences  E. Services related to the organisation and implementation of events: Final Gala | Final payment (September 2021) | 30% of the contract value |
|  | **Total** | 100% |

29.5 Payments shall be made in RON 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 Timisoara basic court (Court from Romania) in accordance with the national legislation of the state of the Contracting Authority.

\* \* \*

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)