**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>

**financed from the EU General Budget**

MFCPole - Pôle de compétitivité Monastir El Fejja

Grand boulevard du Lac, Immeuble BIAT, 2eme étage,

1053, Les Berges du lac,

Tunis, Tunisia

(‘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:**

**Innovative cross-border approaches for Textile and Clothing Clusters co-development in the Mediterranean basin/TEX-MED Clusters, funded by ENPI CBC Mediterranean Basin Programme 2007-2013**

**TEX-MED Clusters Project: recruitment of an external technical expert by mfcpole to implement a feasibility study and a practical methodology on Mediterranean Cross Border Cooperation in the field of Technical Textile**

**Reference: MFCPOLE/TEXMED01/2015**

(1) Subject

1.1 The subject of this Contract is the establishing of a practical methodology that will enable the effective and sustainable collaborations among Mediterranean clusters operating in the field of Technical Textiles.

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 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 (Annex II)
* the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
* Key experts (Annex IV)
* Budget (specified forms and other relevant documents (Annex V));
* (specified forms and other relevant documents (Annex VI));

**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

n.a.

Done in English in three originals:one original for the Contracting Authority, one original for the ENPI CBC MED Secretariat, and one original for the Contractor.

|  |  |
| --- | --- |
| **For the Contractor** | **For the Contracting Authority** |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| 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. Other Special Conditions should be indicated afterwards.

How to complete these Special Conditions:

Where you see < ... >, enter the information relevant to the Special Conditions. The phrases in square brackets [ ] should only be included if relevant.

The paragraphs shaded in grey should only be amended in exceptional cases, depending on the requirements of particular tender procedures.

Note that the Special Conditions must not derogate to the General Conditions where such derogations are not provided for by the General Conditions without the prior approval (derogation) of the relevant services of the European Commission. Please remember to delete this paragraph and all pointed and square brackets in the final version of the Special Conditions.

**Article 2 Communications**

Contact persons and address of the Contracting Authority

**MFCPOLE – Pôle de compétitivité Monastir El Fejja**

Ramzi Zammali

Marketing & Investment Director

Tel : +216 71.138.545

fax : +216 71.862.068

E-mail address: ramzi.zammali@mfcpole.com.tn

Contact persons and address of the Contractor

XXX

XXX

XXX

**Article 4 Subcontracting**

4.9 n.a.

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

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

19.2 the period for implementing the services is from its starting date till the presentation of the methodology at a seminar to be held in Monastir (indicatively, beginning of December 2015)

**Article 26 Interim and Final Reports**

The Contractor shall submit 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 Auditor of 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/\*\*\*>** |
| **Month 1** | **Advance payment** (50% of budget for services)[[4]](#footnote-4), upon the contract signature | ---- Euro(i.e 50% contract value) |
| **Month 2** | **Final payment,** related to the services provided, after approval of the final study and presentation at Monastir seminar. | ------ Euro(i.e 50% contract value) |
|  | **Total** | ------- |

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.

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.

29.3 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 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**

By derogation from article 30 of the General Conditions no pre-financing guarantee is required

**Article 40 Settlement of disputes**

For decentralised contracts:

[BUDGET:

EITHER

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 <specify> applying the national legislation of the Contracting Authority.

OR

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred for arbitration to <specify the arbitration body> applying the rules of arbitration of [ the International Chamber of Commerce / the United Nations Commission on International Trade Law / < other internationally recognised procedure to be specified > .]

**Article 43 Further additional clauses**

n.a.

\* \* \*

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)
4. The Contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-4)