**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No 31/01Ser**

**financed from the general budget of the Union**

"Vanadzor Municipality Staff" Community Management Institution

Registration no: 26180793463

22 Tigran Mets Av., 2001 Vanadzor, Armenia

TIN number: 06901936

(‘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 ''ABC.GoV: Alliance for Better City Governance"**

**CONTRACT TITLE: Conducting face-to-face population baseline, mid-term and follow-up survey, in-depth expert interview, stakeholder mapping and analysis and focus groups.**

**Identification number:** TS/2020/421-733\_VM/Ser-31

(1) Subject

1.1 The subject of this contract is Conducting face-to-face population baseline, mid-term and follow-up survey, in-depth expert interview, stakeholder mapping and analysis and focus groups, done in “Vanadzor Municipality Staff” Community Management Institution, Armenia with identification number <TS/2020/421-733\_VM/Ser-31> (‘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

This contract, established in AMD, 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 AMD.

(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);
* Budget breakdown (Annex V);
* 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

The following conditions to the contract shall apply:

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>. ]

Done in English in three originals, one original for the contracting authority, one original for the European Commission, 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. 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 “Vanadzor Municipality Staff” Community Management Institution

22 Tigran Mets Av., 2001 Vanadzor, Armenia

Irena Oganezova

*ioganezova.abcgov@gmail.com*

**Article 7         General obligations**

7.8      The activities of the Contractor must comply with the latest Communication and Visibility Manual for EU External Actions concerning acknowledgement of EU financing of the project. (See <https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en>.

**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 5 % complete the contract value.

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

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

19.2 The period for implementing the tasks is from the start date to 29 February 2024.

**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 will be made in accordance with the following the option:

The invoice is submitted by the contractor only after including all the comments, and suggestions by the Contracting Authority and the final approval.

Payment to the contractor by the contracting authority will be made within 10 days of the contracting authority acceptance of the invoice accompanied by the description of performance.

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 AMD 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 dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled in accordance with the national legislation of the state of the contracting authority.

**Article 42 Data protection**

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/EC[[4]](#footnote-4) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

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. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-4)