 **SYMBIOSIS – CN1 – SO1.2 – SC017**

**The project is co-funded by the European Union and**

**by the National Funds of the participating countries**



 **SYMBIOSIS PP5**

**Movement for the environment MOLIKA DOM Bitola**

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

**CONTRACT TITLE: ORGANIZATION OF TRAINING SESSIONS**

**REF: SYM\_PP5\_TD.05/2020**

##### Concluded between:

**Project "Symbiotic networks of bio-waste sustainable management" – SYMBIOSIS**

**Movement for the Environment MOLIKA DOM Bitola (PP5)**

3/5 Dimo Hadzi Popov St. 7000 Bitola

Republic of North Macedonia

Represented by Atanasovska Aleksandra, SYMBIOSIS Project Manager (PP5)

Movement for the Environment MOLIKA DOM Bitola (PP5)

(Contracting Authority)

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: Format of an offer to be provided by the tenderer'' submitted within procurement procedure Ref: SYM\_PP5\_TD.05/2020.

This Contract is to be implemented within the project "Symbiotic networks of bio-waste sustainable management" – SYMBIOSIS, co-funded by the European Union and by the National Funds of the participating countries under the INTERREG IPA Cross-border Cooperation Programme Greece – Republic of North Macedonia 2014-2020 (Reference number of Subsidy Contract: SYMBIOSIS – CN1 – SO1.2 – SC017).

##### Article 2: Contract value

The total contract value for the implementation of services indicated in Article 1 is \_\_\_\_\_\_\_\_ EUR.

##### Article 3: Contracting documents

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

* Contract agreement
* Contractor’s offer as provided in the tendering phase – ‘’Part B: Format of an offer to be provided by the tenderer’’
* Other supporting documentation.

##### Article 4: Deliveries and payments

The contractor will deliver without reservation the services indicated in the contractor's offer ‘'Part B: Format of the offer to be provided by the tenderer''. 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 issued by
the following time schedule:

|  |  |  |
| --- | --- | --- |
| **Month**  | **<EUR/\*\*\*>** |  |
| 1  | Maximum Pre-financing payment  | 0 % of the contract value |
| 2 | After the delivery of the services, i.e. realization of the trainings (Part 1.1 as specified with the technical offer) Upon an invoice issued by the contractor for the broadcasting made during the previous month  | XXXXXXX EUR 100 % of the contract value |
| **Total**  | Total contract value | XXXXXXX EUR100 % of the contract value |

The payment to the Contractor of the amounts due shall be made within 45 days after receipt by the Contracting Authority of a generated invoice by the Public Revenue Office.

The payment will be made in accordance with the National Law on the manner of enforcing a tax exemption from payment of VAT on the supply of goods and services intended for realization of an EU project that entered into force on 1 July 2014 in the net amount of invoice, generated through the Public Revenue Office System.

##### Article 5: Duration of the contract

The duration of the contract is six weeks.

##### 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 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 Court in Bitola 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: