



EUROPEAN UNION

**Interreg - IPA CBC**   
**Bulgaria - Turkey**

**PARTNERSHIP**

*The project is co-funded by EU through the Interreg-IPA CBC Bulgaria–Turkey Programme*

## **SERVICE CONTRACT**

**CONTRACT TITLE:** Development of web platform, smart application, map

**REF (if applicable):** CB005.1.23.017 – Web – A1

Project: „Virtual Maritza - Merich Cuisine“, Project No. CB005.1.23.017

### **Concluded between:**

Regional Municipalities Association “Maritza”

UIN: 126073800

4 Tzar Osvoboditel Street

Haskovo 6300

Represented by:

Nikolay Yanev

Chairman

(Contracting Authority)

AND

Title

UIN:

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 offer to be provided by the tenderer”

### **Article 2: Contract value**

The total contract value for implementation of services indicated in the Article 1 is: **XXX EUR without VAT / XXX EUR with VAT.**

For 1.1 Development of map "Local places with traditional cuisine in Haskovo region" **XXX EUR without VAT/ XXX EUR with VAT**

For 1.2 Development of Virtual Chef web platform **XXX EUR without VAT/ XXX EUR with VAT**

For 1.3 Development of smart application "Haskovo & Merich cooking" - compatible with all types of smart devices and operational systems, presenting the short videos developed under activity 3.2 **XXX EUR without VAT/ XXX EUR with VAT**

### **Article 3: Contracting documents**

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

- Contract agreement
- Contractor's offer as provided in the tendering phase – "Part B: Format of offer to be provided by the tenderer"
- Any other supporting documentation if applicable - Recent legal status of the legal person; Certificate of bankruptcy and liquidation of the legal person; Certificate for lack of obligations (taxes and social security duties) of the legal person; Certificate of conviction of natural persons with power of representation, decision-making or control over the legal person; Financial identification form.

### **Article 4: Deliveries and payments**

The contractor will deliver without reservation the services indicated in the contractor's offer "Part B: Format of offer to be provided by the tenderer". The deliveries will be implemented within the indicated dates. Upon receipt of all services without remarks and after removal of the observed remarks and recommendations, if any, a final acceptance protocol for the implementation of each service under the subject of the contract is signed.

The contracting authority will pay to the contractor the services in the amount indicated in the Article 2 of this contract document. The final payment for each actually performed service by the Contractor and accepted without remarks by the Contracting Authority shall be made after the presentation of signed without remarks final acceptance protocol for the service within 15 calendar days after submission of an invoice by the Contractor to the Contracting Authority.

<b>Month</b>		<b>&lt;EUR without VAT / EUR with VAT &gt;</b>
not later than 20.09.2017	Final payment for 1.1 Development of map "Local places with traditional cuisine in Haskovo region"	According to contractor's offer – "Part B: Format of offer to be provided by the tenderer", Point 4 Financial offer

not later than 20.06.2018	Final payment for 1.2 Development of Virtual Chef web platform	According to contractor's offer – "Part B: Format of offer to be provided by the tenderer', Point 4 Financial offer
not later than 20.06.2018	Final payment for 1.3 Development of smart application "Haskovo & Merich cooking"	According to contractor's offer – "Part B: Format of offer to be provided by the tenderer', Point 4 Financial offer
	<b>Total</b>	<Total contract value according to contractor's offer – "Part B: Format of offer to be provided by the tenderer', Point 4 Financial offer >

Payments will be made in national currency as stated in "Part B: Format of offer to be provided by the tenderer" to the following bank account notified with financial identification form by the Contractor to the Contracting Authority:

Bank: .....

IBAN: .....

BIC code: .....

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

The date for commencing implementation shall be the date of signature of the contract by both parties. The duration of the contract is XX months from the Commencement date but not later than 08/06/2018.

#### **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 competent court in accordance with the national legislation of the state of the Contracting Authority.

Done in English in two originals: one original being for the Contracting Authority and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date: