**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** EDF11/SLU/NIP/SRV1/2014

**financed from the EU General Budget**

Office of the National Authorising Officer,

Ministry of Finance & Economic Affairs,

5th Floor Conway Business Centre,

Jn Baptiste Street

Castries, Saint Lucia

 (‘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: EDF 11 Employment Generation through Private Sector Development Programme**

**CONTRACT TITLE**

**Design of the Employment Generation through Private Sector Development Programme**

**Identification number** EDF11/SLU/NIP/SRV1/2014

(1) Subject

1.1 The subject of this Contract is the design of the Employment Generation through Private Sector Development Programme done in St. Lucia with identification number EDF11/SLU/NIP/SRV1/2014 (‘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 euro, is a global price contract. The contract value is xxxx 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 [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);
* 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

Done in English in three originals, one original for the European Commission: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: |  |

|  |
| --- |
| **Endorsed for financing by the European Union**  |
| Name: |  |
| Title: |  |
| Signature: |  |
| 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 The Consultant will report to the National Authorising Officer regarding overall performance of the contract. The Consultant shall provide relevant briefings to the Contracting Authority as defined in the Terms of Reference. The address of the Office of the National Authorising Officer is as follows:

Ministry of Finance & Economic Affairs,

5th Floor Conway Business Centre,

Jn Baptiste Street

Castries, Saint Lucia

**Article 4 Subcontracting**

 N/A

**Article 7 General Obligations**

7.8 All activities must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

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

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

19.2 The period for implementing the tasks is 3 months from the start date.

**Article 26 Interim and Final Reports**

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

**Article 27 Approval of Reports and Documents**

27.5 The Contracting Authority shall, within 15 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 15 days of the receipt of the report.

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR** |
| **1** | **Due on approval of an inception report** | 40 % of the contract value |
| **2** | Interim payment  | 20 % of the contract value> |
| **3** | **Balance due on receipt on final draft of all deliverables** | 40 % of the contract value |
|  | **Total** | <Total contract value> |

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.

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**

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 St. Lucia applying the national legislation of the Contracting Authority.

**Article 42 Data Protection**

Not applicable.

**Article 43 Further additional clauses**

N/A

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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)