



## **DRAFT SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

### **External Mid-term Evaluation - 2021 UfM Ministerial Declaration on ENV - 04 - PRO545WEB-2024**

The Secretariat of the Union for the Mediterranean (UfM Secretariat), having its principal place of business at Palau Reial de Pedralbes, Pere Duran Farell 11, Barcelona - 08034, Spain, with VAT number V65362691, represented by Mr [...], Secretary General ('the contracting authority'), of the one part,

And

<Full official Name of the Contractor>, with registered office at <Full official address>, with VAT number <VAT number>, on his/her own name / represented by [...], <Legal status/title> ('the contractor'), of the other part,

have agreed as follows:

#### **(1) Subject**

- 1.1 The subject of this contract is to establish the terms (including the prices and the implementing rules) for the technical assistance to carry out an external mid-term evaluation of the 2021 UfM Ministerial Declaration on Environment and Climate Action, focusing on the UfM Environment Agenda ("the services").
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II).

#### **(2) Contract value**

This contract, established in euros, is a global price contract. The contract value is **EUR <amount>** (VAT not included).

The prices of the services shall be that shown on the financial offer (specimen in Annex V).

Prices quoted must be fixed and not revisable during the entire period of the contract.

#### **(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 clarifications before the deadline for submission of tenders] (Annex II)
- the organisation and methodology [including clarifications from the tenderer provided during tender evaluation] (Annex III)
- Experts (Annex IV)
- Budget (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.

Done in English in two originals, one original for the UfM Secretariat, and one original for the Contractor.

**For the contractor,**

Name: [...]

Title: [...]

Signature:

Date:

**For the contracting authority,**

Name: Mr [...]

Title: Secretary General

Signature:

Date:



## SPECIAL CONDITIONS

### External Mid-term Evaluation - 2021 UfM Ministerial Declaration on ENV - 04 - PRO545WEB-2024

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.

#### Article 2 Communications

2.1 Any written communication relating to this Contract between the UfM Secretariat and the Contractor must state the Contract title and identification number, and must be sent by post, e-mail or by hand to the addresses identified in accordance with Article 5.3 of the General Conditions.

For the UfM Secretariat: The contract will be managed on a day-to-day basis by the Project Manager. The Project Manager is Mr/Ms [...] <e-mail>.

For the Contractor: Mr/Ms [...] <e-mail>

#### Article 4 Subcontracting

The total value of the sub-contracted part of the services must not exceed 40% of the contract value.

#### Article 8 Code of conduct

By signing this Contract, the Contractor confirms that it has read, understood and accepted the Contract and all its obligations and conditions, including the UfM Code of Conduct and the Antifraud Policy (published on the Contracting Authority' website).

#### Article 10 Administrative and financial penalties

N/A

#### 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 maximum contract value.

#### Article 13 Insurance

13.2 a) By derogation from Article 13.2 a) of the general conditions, within one month of the contract commencement, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

13.2 b) By derogation from Article 13.2, b), paragraph 1 of the general conditions it is within one month of the contract commencement that "upon request" the contractor shall provide the



contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

#### **Article 17 Replacement of staff**

17.3 The replacement must possess the minimum requirements included in article 6 of Annex II of the Contract, i.e., terms of reference.

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

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

19.2 The period for implementing the tasks is 6 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**

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 in any case 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 documents or reports.

The Contractor shall take all necessary measures to publicise the fact that the project has financial support from SIDA - Swedish International Development Cooperation Agency.

Any study/report/document/event/communication material by the Contractor, in whatever form and by whatever medium, including the Internet, shall carry the following or a similar warning: 'This document has been produced with the financial assistance of SIDA'. The contents of this document are the sole responsibility of the UfM Secretariat and can under no circumstances be regarded as reflecting the position of SIDA.

The logo can be downloaded from here: <https://identity.sweden.se/en> and <http://www.sida.se/English/partners/resources-for-all-partners/Graphic-standards/the-swedish-logotype/>. It shall display the logo wherever appropriate. The logo is to be used with the indication 'With financial support from'.

In addition to the logo, the following disclaimer is to be used if the material relates to any content/views expressed: 'The views and opinions expressed in this report/study/document/conference/film do not necessarily reflect those of the Government of Sweden.'



And in case of translation: 'The Government of Sweden is not responsible for any errors or omissions in the translation of this report/study/ document/conference/film from the original version to other languages'.

**Article 28 Expenditure verification**

N/A

**Article 29 Payment and interest on late payment**

29.1 Payments shall be made in accordance with the following schedule:

Month		EUR (VAT not included)
2 weeks after signature of the contract	Inception report	<25% of the contract value>
2	First interim report	<20% of the contract value>
4	Second interim report	<20% of the contract value>
6	Final report	<35% of the contract value>
		<amount>

The payments to the contractor of the amounts shall be made within 45 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.

UfM Secretariat shall have 15 working days from receipt to approve or reject the documents and Contractor shall have 10 working days in which to submit additional information or new documents.

For invoicing purposes, please send your invoice/s to the Finance Service at [generalinvoices@ufmsecretariat.org](mailto:generalinvoices@ufmsecretariat.org); with copy to the Project Manager.

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

29.5 Payments shall 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**

Not required.

**Article 32 Revision of Prices**

No revision of prices applies.



#### **Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred for arbitration to the Tribunal Arbitral de Barcelona (TAB) [Barcelona Arbitration Court], of the Associació Catalana per a l'Arbitratge [Catalan Arbitration Association], which is entrusted with the appointment of the arbitrator or arbitrators and the administration of the arbitration in accordance with its Regulations in force at the start of the arbitration.

#### **Article 41 Applicable law**

41.1. The law of Spain shall govern all matters not covered by the Contract.

#### **Article 43 Further additional clauses**

##### **Taxation**

Contractor shall have sole responsibility for compliance with the tax laws which apply to him/her. Failure to comply shall make the relevant invoices invalid. Invoices presented by the Contractor shall indicate his/her place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.