**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No CB007.2.11.204/T05**

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

Citizens' Association "Institute for Progress and Collaboration of the Western Balkans Regions"

Bulevar Svetog Cara Konstantina 80-86, Niš 19000 Republic of Serbia

(‘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 Increasing the touristic attractiveness of Sofia and Nis**

**CONTRACT TITLE Development of a technical project for reconstruction of the fortress**

**Identification number CB007.2.11.204/T05**

(1) Subject

1.1 The subject of this contract is **Development of a technical project for reconstruction of the fortress** for the project “**Increasing the touristic attractiveness of Sofia and Nis**” done in Niš and Sofia region with identification number **CB007.2.11.204/T05** (‘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 Euro/RSD is a global price contract. The contract value is Euro/RSD <amount>.

(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);
* 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.

(5) Other specific conditions applying to the contract

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 the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

(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

Any communication relating to this Contract shall be in writing, state the number and title of the Contract and be sent to the following address/E-mail:

Citizens' Association "Institute for Progress and Collaboration of the

Western Balkans Regions"

Bulevar Svetog Cara Konstantina 80-86, 19000 Niš

Republic of Serbia

e-mail: [office@ipcwb.org](mailto:office@ipcwb.org)

For the Contractor:

<Full official name of the Contractor>

<Full official address>

<E-mail>

For the attention of: <Name and Surname>

**Article 4 Subcontracting**

4.9 No special subcontracting criteria are foreseen

**Article 7 General obligations**

7.8 The Contractor must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the Communication and Visibility Manual for EU External Actions published by the European Commission and Communication and Visibility Guidelines for Interreg-IPA CBC Bulgaria-Serbia Programme, 2014-2020, which will be provided to the Contractor upon signing the Contract.

**Article 12 - Liabilities**

12.2 There are no specific requirements of liability for damages to the Contracting Authority.

**Article 13 - Insurance**

13.2 a) n/a

**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 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**

27.5 The contractor will prepare interim and final reports. The approval of reports will be the basis for issuing the payments.

**Article 28 Expenditure verification**

28.2 N/A

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

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

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR/RSD** |
| Month 2 | Interim payment 1 | 20% |
| Month 3 | Interim payment 2 | 20% |
| Month 5 | Interim payment 3 | 40% |
| Month 6 | **Balance final payment** | 20% |
|  | **Total** | 100% |

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 will be made in RSD for Serbian companies. In case the contract is concluded in EURO, and payments are made in national currencies (RSD), applicable exchange rate must be InforEuro exchange rate for the month of the issuing of invoice.

**Article 30 Financial guarantee**

30.1 N/A

**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 Basic Court in Niš in accordance with the national legislation of the state of the contracting authority.

**Article 40 Settlement of disputes and Article 41 Applicable law**

Articles 40.3, 40.4 and 41.1 of the general conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The Arbitrator’s decision shall be binding on all parties and there shall be no appeal.

**Article 42 Data Protection**

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.

**Article 43 Further additional clauses**

N/A

\* \* \*

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)