

# DRAFT CONTRACT

No <Contract number>

## FINANCED FROM THE GENERAL BUDGET OF THE UNION

Development Agency of Serbia,  
12 Kneza Miloša St,  
11000 Belgrade, Serbia

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]<sup>1</sup>

[<ID card No., Passport No..>]<sup>2</sup>

<Full official address>

[<VAT number>]<sup>3</sup>,

(‘the contractor’)

of the other part,

have agreed as follows:

## PROJECT

IPA 2019 – Direct Grant to the Development Agency of Serbia – Scaled up and technologically improved production capacity solutions among micro and small enterprises and entrepreneurs

**Reference: 19SER01/601/21**

## CONTRACT TITLE

“Provision of Services for External Procurement Expert”

**Identification number 1-06-404-66/2021**

### (1) Subject

- 1.1 The subject of this contract is Provision of services for External Procurement Expert done in The Republic of Serbia with identification number < publication reference > (‘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

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>3</sup> Except where the contracting party is not VAT registered.

This contract, established in Euro, is a fee-based contract. Based on the maximum fees, the maximum contract value is 20,000 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] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Experts profile (Annex IV);
- Financial offer (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**

The following conditions to the contract shall apply:

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, two originals for the contracting authority and one original for the contractor.

**For the contractor**

Name:

Title:

Signature:

Date:

**For the contracting authority**

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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other hand must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

<b><u>Name:</u></b>	<u>Marija Kabadajić</u> <u>Development Agency of Serbia</u>
<b><u>Address:</u></b>	<u>12 Kneza Milosa St.</u> <u>11000 Belgrade</u> <u>Republic of Serbia</u>
<b><u>Telephone:</u></b>	<u>+381 11 3398 900</u>
<b><u>e-mail:</u></b>	<u>marija.kabadajic@ras.gov.rs</u>

For the Contractor:

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>e-mail:</b>	

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

#### **Article 4 Subcontracting**

Subcontracting is not allowed.

#### **Article 7 General obligations**

7.8 The Contractor shall ensure the highest visibility to the financial contribution of the European Union. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission, in the Communication and Visibility Manual for EU External Actions published by the European Commission.

#### **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 20,000 EUR.

#### **Article 13 - Insurance**

By derogation from Article 13 of the general conditions, should the contractor be natural person the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are respecting the rules of the insurance in line with the applicable rules of the contracting authority.

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

19.1 The date on which implementation starts shall be within 2 weeks of the signature of this contract by both parties and shall be set in an administrative notice issued by the project manager.

19.2 The period for implementing the tasks is 6 months from the start date.

### **Article 26 Interim and final reports**

By derogation of Article 26. of general conditions the contractor shall submit progress reports as specified in the terms of reference.

### **Article 28 Expenditure verification**

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

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

29.1 Payments will be made in accordance with conditions stipulated in Annex II Terms of reference and the following provisions:

1. The contracting party will make payments within 30 calendar days of receiving the completed payment request(s) unless Article 35 applies.
2. Payments are subject to the contracting party's approval of deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.

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**

30.1 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 the Republic of Serbia applying the national legislation of the contracting authority.

### **Article 42 Data protection**

1. 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.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the

Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC<sup>4</sup> and as detailed in the specific privacy statement published at ePRAG.

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