

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <1-06-404-100/2021 >

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>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³,

(‘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,
19SER01/601/21

CONTRACT TITLE

**External Provider for Marketing Services,
Serbia**

Identification number <1-06-404-100/2021 >

¹ Where the contracting party is an individual.

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

³ Except where the contracting party is not VAT registered.

(1) Subject

- 1.1 The subject of this contract is External Provider for Marketing Services, Serbia done in The Republic of Serbia with identification number < 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 (Annexe II)

(2) Contract value

This contract, established in Euro is a global price contract. The contract value is < amount > 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

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. \]](http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.)

Done in English in three originals, two originals for the contracting authority, 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.

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

For the Contractor:

Name:	
Address:	
Telephone:	
e-mail:	

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 at https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en

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 the contract value.

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 41 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 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 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 report.

Article 29 Payment and interest on late payment

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

Month		EUR
1	Maximum pre-financing payment ⁴	Max. 40% of the contract value
12	1 st Interim payment	Amount corresponding to the outputs delivered by the end of month 12 of the contract implementation
24	2 nd Interim payment	Amount corresponding to the outputs delivered from commencement of month 13 by the end of month 24 of the contract implementation

⁴ The contractor is not obliged to ask for pre-financing.

41	Balance	Minimum 10 % of the contract value (amount corresponding to the outputs delivered from the commencement of month 25 by the end of the contract implementation)
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.

By derogation, the pre-financing payment shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority.

- 29.5 Subject to derogation of Article 29.5. payments will be made in RSD 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. Payments under this contract will be made in RSD equivalent (at the purchase exchange rate for foreign exchange EUR/RSD of the National Bank of Serbia on the date of submission of the request of the contracting authority to National Bank of Serbia for conversion of foreign currency (from the dedicated EUR account) into RSD to dedicated sub-accounts of contracting authority). The date of submission of the request for conversion of foreign currency EUR (from the dedicated EUR account) into RSD dedicated sub-accounts of contracting authority shall be date within approximately 5 days prior to actual date of payment of invoice.

Article 30 Financial guarantee

- 30.1 Subject to derogation of the Article 30.1. on the day of contract conclusion the Contractor is obliged to submit to the Contracting Authority as a mean of financial collateral for the advance payment:
1. Blank bank bond (hereinafter: bond) signed according to the legal practice of the country where it is issued and it must be approved by the Contracting Authority. The bond is irrevocable, unconditional and payable at the first call of the Contracting Authority. The bond number shall be stated in the Bond Authorization Document. The Bond and the Bond Authorization Document shall be stamped and signed by the legal-representative of the Contractor. The signature stated within the Bond Authorization Document shall be in accordance with the Bank deposited signature card stamped and signed, both, by the contractor's legal representative and the Bank representative. The collateral for the return of the advance payment, the bank bond, is issued in the amount of the total value of the advance –VAT excluded, with a validity period that is 10 (ten) days longer than the expiration of the deadline for the final execution of the service.
 2. The Bond Authorization Document stamped and signed by the legal-representative of the Contractor with the Bank deposited signature card signed and stamped, both, by the legal representative and the Bank representative
 3. Bond registration proof - The Bond shall be listed within the relevant Bank registry.

All costs regarding the issuance of financial collateral- The Bond for the return of the advance payment shall be borne by the Contractor.

Failure to perform contractual obligations shall lead to the activation of the financial collateral. The Contracting Authority has the right to collect contract funds via the Bond activation without special notice to the Contractor.

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/EC⁵ and as detailed in the specific privacy statement published at ePRAG.

Article 43 Further additional clauses

Not applicable.

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⁵ OJ L 205 of 21.11.2018, p. 39