**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No. CB007.2.11.204/T03**

**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 officialname of the contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3),

(‘thecontractor’)

of the other part,

have agreed as follows:

**PROJECT Increasing the touristic attractiveness of Sofia and Nis**

**CONTRACT TITLE: Organization of project events**

**Identification number: CB007.2.11.204/T03**

(1) Subject

1.1 The subject of this contract is **Organization of events** for the project “**Increasing the touristic attractiveness of Sofia and Nis**”done in Niš and Sofia region with identification number **CB007.2.11.204/T03** (‘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 [EUR/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);
* Budget (Annex V);
* Other relevant forms and documents (Annex VI);

**Theseabove 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

N/A

Done in English in 2 (two) originals:one original for the contracting authority and one original for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Bratislav Stoiljković |
| Title: |  | Title: | President |
| 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

Bratislav Stoiljkovic

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 19 Implementation of the tasks and delays**

19.1The start date for implementation shall be on 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.

**Article26 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 first and second brief interim reportsafter realisations of the first and second events and final report no later than 10 (ten) business days after the end of implementation of tasks under the current Contractto the Contracting Authority. 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 will be made in accordance with the following the option:

|  |  |  |
| --- | --- | --- |
| **Month** |  | **RSD** |
| **2** | Interim payment 1\* | 20% of the contract value |
| **4** | Interim payment 2\* | 40% of the contract value |
| **6** | Final payment \* | 40% of the contract value |
|  | **Total** | 100 % |

\* The contractor will provide Contracting Authority with the brief report on execution of the services.

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 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 applying the national legislation of the Contracting Authority.

**Article 42 Data protection**

N/A

**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)