**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No CB007.2.12.080/PP2/TD1**

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

CENTER FOR CULTURAL ACTIVITIES, TOURSIM AND LIBRARIANSHIP

OF THE VLADICIN HAN MUNICIPALITY

Nikole Tesle str. no 2

Vladicin Han 17510

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**

**Title:**NEW OPPORTUNITIES FOR SUSTAINABLE TOURISM IN THE VILLAGES,

**reference number CB007.2.12.080**

**CONTRACT TITLE:**

ORGANIZATION OF EVENTS FOR THE IMPLEMENTATION OF THE PROJECT - NEW OPPORTUNITIES FOR SUSTAINABLE TOURISM IN THE VILLAGES

**Identification number CB007.2.12.080/PP2/TD1**

(1) Subject

1.1 The subject of this contract is Organization of events for the implementation of the project - "New opportunities for sustainable tourism in the village" done in the territory of Vladičin Han Municipality, Republic of Serbia and Kyustendil, Republic of Bulgaria, with identification number CB007.2.12.080/PP2/TD1 (‘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 RSD, is a global price contract. The contract value is \_\_\_\_\_\_\_ EUR amount (equal in RSD in currency exchange rate of the InforEuro at the month of launching the tender).

(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 IV);
* Other relevant forms and documents (Annex V);

**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>. ]

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: Časlav Mladenović | |
| Title: |  | Title: director |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

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

**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. Contact details for the Contracting Authority:**

Center for cultural activities, tourism and librarianship of Vladičin Han Municipality   
Address for correspondence: Nikole Tesle Str. No 2, 17510 Vladičin Han, Republic of Serbia

Tel: +381 17 473 824

e-mail: centarkulturevhan@gmail.com

Contact person: Časlav Mladenović, director

*Contact details for the Contractor:*

Name: …………………………………………………

Address: ………………………………………...............

Tel. ……………………………………………………..

E-mail: ………………………………….....................…

Contact person: …………………………………………

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**

4.9 Subcontracting is allowed.

**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 available at <https://ec.europa.eu/europeaid/work/visibility/_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 contracting value.

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

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

19.2 The period for implementing the tasks is 10 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 28 Expenditure verification**

28.2 No expenditure verification report is required for global price contracts.

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

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

|  |  |  |
| --- | --- | --- |
| **Month** |  | **BGN** |
| **november 2020** | **Maximum pre-financing payment**[[4]](#footnote-4) | 40 % of the contract value |
| **may**  **2021** | **Interim payment** | 30 % of the contract value |
| **September 2021** | **Balance** | 30 % of the contract value |
|  | **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.

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 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 Court in Republic of Serbia applying the national legislation of the contracting authority.

**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**

Not applicable.

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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)
4. The contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-4)