**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No RORS00250/RDABanat/TD2**

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

Regional Agency for Socio Economic Development – Banat Ltd.,

Dr Kornela Radulovića 18, 23000 Zrenjanin,

Republic of Serbia

VAT number: 100652867

(‘the contracting authority’),

of the one part,

and

<Full officialname of the contractor>

[<Legal status/title>][[1]](#footnote-2)

[<Official registration number>][[2]](#footnote-3)

<Full official address>

[<VAT number>][[3]](#footnote-4),

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT Blue Sky - Cross-border Solution to Air Pollution / RORS00250**

**CONTRACT TITLE Transport model and SUMP for City of Zrenjanin**

**Identification number** RORS00250/RDABanat/TD2

(1) Subject

1.1 The subject of this contract is Transport model and SUMP for City of Zrenjanin done in Zrenjanin/ Serbia with identification number RORS00250/RDABanat/TD2 (‘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][RSD], is a global price contract. The contract value is (including VAT) [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);
* 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

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:

Done in English in two originals one original for the contracting authority 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 For the Contracting Authority:

<Name, address, e-mail>

For the Contractor

<Name, address, e-mail>

**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 16 months.

**Article26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

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

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

|  |  |  |
| --- | --- | --- |
| **Month** |  | **<EUR/RSD>** |
| Dec 2025 | Interim payment  after transport model of the city of Zrenjanin is finished | <50% of the contract value> |
| Sep 2026 | Balance | <50% 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 Euro for companies registered outside Serbia and RSD for companies registered in Serbia into the bank account notified by the Contractor to the Contracting Authority. **In case the contract is concluded in EURO, and payments are made in national currencies, applicable exchange rate must be InforEuro exchange rate at the month of invoice.** In accordance with IPA implementing regulation, for all partners VAT can be an eligible expenditure. The Contracting Authority will pay the unit prices, as stated in the Financial Offer, and will pay the VAT if the VAT is eligible and is clearly identified on the invoices. For this contract VAT is eligible cost.

**Article 30 Financial guarantee**

30.1 No pre-financing is possible for this contract and no 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 for arbitration to Trade Court Zrenjanin applying the rules of arbitration of the Republic of Serbia.

**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[[4]](#footnote-5) and as detailed in the specific privacy statement published at ePRAG.

**Article 43 Further additional clauses**

Not applicable.

\* \* \*

1. Where the contracting party is an individual. [↑](#footnote-ref-2)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-3)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-4)
4. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-5)