**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No: EU-OPGRANT/2016-02**

**financed from the EU General Budget**

Community Building Mitrovica

Bulevardi Isa Boletini 11-12 (ex Confidence Area)

40000 Mitrovica, Kosovo

(‘the Contracting Authority’),

of the one part,

and

<Full official name 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:

**CONTRACT TITLE: Provision of consultancy for development a four-year CBM strategic plan for the period 2017-2020**

**Identification number: EU-OPGRANT/17/06/16-SER-02**

(1) Subject

1.1 The subject of this Contract is Provision of consultancy for development a four-year CBM strategic plan for the period 2017-2020, done in South Mitrovica with identification number EU-OPGRANT/17/06/16-SER-02 (‘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 Euro is a global price contract. The contract value is EUR <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);
* CV
* specified forms and other relevant documents (Annex VI));

**The various documents making up the contract 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 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 EU guidelines on visibility available from the EuropeAid website at http://ec.europa.eu/europeaid/work/visibility/index\_en.htm

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: | Aferdita Sylaj |
| Title: |  | Title:  | Executive director |
| 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 On behalf of the Contracting Authority, contact person regarding this Contract is Ms. Aferdita Sylaj, with address Community Building Mitrovica, Bulevardi Isa Boletini 11-12 (ex Confidence Area), 40000 Mitrovica, Kosovo (e-mail: aferdita.syla@cbmitrovica.org).

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 20.7 of the General Conditions. The language of the contract and of all written communications between the Consultant and the Contracting Authority and/or the Project Manager shall be English.

**Article 4 Subcontracting**

4.9 Subcontracting is not allowed.

**Article 7 General Obligations**

7.8 The Consultant must ensure full compliance of the document produced with the latest Communication and Visibility Manual for EU External Actions concerning acknowledgement of EU financing of the project.

 (See <http://ec.europa.eu/europeaid/work/visibility/index_en.htm> ).

**Article 12 - Liabilities**

12.1 There are no any specific requirements of liability for damage to services.

12.2 There are no any specific requirements of liability for damage to the Contracting Authority.

**Article 13 - Insurance**

13.2 a) There are no any specific requirements on the requirements of proof of completion of adequate insurance must be provided.

13.2 b) There are no any specific requirements on the requirements of communication of cover notes and/or insurance certificates must be fulfilled.

**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 of implementation of the contract will be 90 days from this date.

**Article 26 Interim and Final Reports**

The Contractor shall submit Final report 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 in any case 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 documents or reports.

**Article 28 Expenditure verification**

28.2 No expenditure verification is required for this contract.

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

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

|  |  |  |
| --- | --- | --- |
| **Month** |  | **Amount** |
| **June 2016** | **First instalment** After the contract has been signed by both sides | 50% of the maximum contract price |
| **July 2016** | **Final payment**After the completion of the final document | 50% of the maximum contract price  |
|  | **Total** | 100% of the maximum contract value |

**Article 30 Financial Guarantee**

30.1 By derogation from article 30 of the General Conditions, no pre-financing guarantee is required.

**Article 32 Revision of Prices**

32.1 This contract does not include price revision.

**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 Mitrovica in accordance with the national legislation of the state of the Contracting Authority.

**Article 42 Data Protection**

Not applicable.

**Article 43 Further additional clauses**

There are no other clauses approved by the competent European Commission departments.

\* \* \*

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)