**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**NoРД-02-29-99/29.05.2019-PP2-T04**

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

City of Bor,

Moše Pijade 3, 19210 Bor,

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),

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT Field laboratories for examination of the quality of water and soils**

**CONTRACT TITLE Cleaning of landfills**

**Identification number РД-02-29-99/29.05.2019-PP2-T04**

(1) Subject

1.1 The subject of this contract is Services of landfills cleaning in City of Bor with identification number РД-02-29-99/29.05.2019-PP2-T04 (‘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 [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] (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);

**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

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: | Aleksandar Milikic |
| Title: |  | Title: | Mayor |
| 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:

City of Bor, Moše Pijade 3, 19210 Bor, Republic of Serbia  
email: [cbc.bor079@gmail.com](mailto:cbc.bor079@gmail.com) contact person: Nemanja Milojević

**Article 4 Subcontracting**

4.9 N/A

**Article 7 General obligations**

7.8 All the activities in this contract must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission, and in accordance with the Visibility manual of the Interreg IPA CBC Romania-Serbia programme.

**Article 12 - Liabilities**

12.2 N/A

**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 3 months from the start date.

**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>** |
| **1** | Interim Payment | 50% of contract value |
| **3** | Final Payment | 50% of contract value |
|  | **Total** | 100% |

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] or[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. If contract is concluded in EUR, and payments are made in RSD, or vice versa, the exchange rate for the payments will be taken from InforEuro in the month of issuing the invoice.

**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 Basic court of Bor applying the national legislation of the contracting authority.

\* \* \*

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)