**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**EXTERNAL EXPERTISE FOR REALIZATION OF ACTIVITIES UNDER THE ADRIONET WORK PACKAGE 5 (C)**

**No. 19-24-1247-49/20**

**FINANCED FROM IPA II INTERREG ADRIATIC-IONIAN 2014-2020**

**(ADRION) PROGRAMME**

Department for Development and International Projects of Zenica-Doboj Canton, Kučukovići 2, 72000 Zenica, Bosnia and Herzegovina

(‘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 ADRIONET (1091)**

**CONTRACT TITLE: EXTERNAL EXPERTISE FOR REALIZATION OF ACTIVITIES UNDER THE ADRIONET WORK PACKAGE 5 (C)**

**Identification number** 19-24-1247-49/20

(1) Subject

1.1 The subject of this contract is External expertise for realization of activities under the ADRIONET Work Package 5 (C) done in Zenica with identification number 19-24-1247-49/20 (‘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

1. This contract, established in BAM, is a global price contract. The contract value is BAM \_\_\_\_\_\_\_\_, without VAT.
2. For each service under ToR 2.3 requested services, individual single contracts within this Contract Agreement may be signed in order to ensure provision of the requested services under ToR.

(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);

**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 four originals, two originals for the Contracting Authority and two originals for the Contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Đenana Čolaković |
| Title: |  | Title: | Secretary of DDIP ZDC |
| 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 1 Communications**

1.1 Contact person for the Contracting Authority will be Salih Alispahić, project staff for ADRIONET, Department for Development and International Projects of Zenica-Doboj Canton, Kučukovići 2, 72000 Zenica, Bosnia and Herzegovina, e-mail: [sluzba.razvoj@zdk.ba](mailto:sluzba.razvoj@zdk.ba); Contact person for the Contractor will be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 2 Single contracts within Contract Agreement**

2.1 For each service under ToR 2.3 requested services individual single contracts within this Contract Agreement may be signed in order to ensure provision of the requested services under ToR.

**Article 3 General obligations**

3.1 The Contractor will make sure that all visibility marks are done with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission

**Article 4 Implementation of the tasks and delays**

4.1The start date for implementation shall be date of signature of the contract by both parties.

4.2 The period for implementing the tasks is 20 months from the start date.

**Article 5 Interim and final reports**

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

**Article 6 Payment and interest on late payment**

6.1 Payments will be made in accordance with the following:

|  |  |  |
| --- | --- | --- |
| **Month** |  |  |
| According to the project dynamics, ToR and general rules applicable in Treasury of Zenica-Doboj Canton. | The invoice and final reports will be submitted after the Contracting Authority approves the deliverables, reports, and other documentation. The deadline for payment is 30 days from the invoice date. | Relevant % of the contract value. |
|  | **Total** | \_\_\_\_\_\_\_\_\_\_  BAM |

6.2 Payments will be made in BAM 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 7 Financial guarantee**

7.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

**Article 8 Settlement of disputes**

8.1 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 Zenica applying the national legislation of the contracting authority.

**Article 9 Data protection**

9.1 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.

9.2 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-4) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

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. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-4)