**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

 **“Technical assistance on EU financial management, reporting and procurement.”**

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

General Maritime Directorate

(‘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:

(1) Subject

1.1The subject of this contract is “Technical assistance on EU financial management, reporting and procurementdone [at] [in]<Durres> with identification number **no IPA-ADRION00021 GREENROUTES/SP1**

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], is a fee-based contract. Based on the maximum fees, incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is [EUR].

(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);

**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:

(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>.]

Done in English in [three] originals, [two] originals 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**

General Maritime Directorate

Rruga “Tregtare” Nr. 1

Durres

**For the contractor**

Contact person:

E-mail:

2.2 Both parties shall promptly notify to each-other any modification of the contact person, address or e-mail.

**Article 7 General obligations**

7.8The Contractor must undertake all necessary activities to comply with its obligation towards visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission. She/He must ensure that all documents like reporting, correspondence, request for payments, individual contracts with the employees etc., produced by the contractor or the related works contractor, are made using the standard forms with visibility elements as presented in the Communication and Visibility Manual for External Actions available from the Europe Aid website.

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

19.1[The start date for implementation shall be <date/date of signature of the contract by both parties>]

19.2 The period for implementing the tasks is **24** months from the start date.

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

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

[Option 1: Fee-based contract

|  |  |  |
| --- | --- | --- |
| **Month** |  | **[EUR] [<ISO code of national currency>[[4]](#footnote-4)]** |
| **1** | **Maximum pre-financing payment**[[5]](#footnote-5) | <Maximum amount><X> %[[6]](#footnote-6) |
| **6-monthly** | **Interim payments**  | <amount (balance of pre-financing payment and forecast balance)> |
| **<Month number>** | **Forecast balance** | 10 % of the maximum contract value |
|  | **Total** | <maximum contract value> |

29.5 Payments will be made in [Euro] 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 Albania applying the national legislation of the Contracting Authority

**Article 40 Settlement of disputes and Article 41 Applicable law**

40.1 The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.

40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution, which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed

40.4 If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to District Court of Tirana.

40.5 This contract shall be governed by the Albanian Law

**Article 42 Data protection**

N/A

\* \* \*

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. Only for indirect management. [↑](#footnote-ref-4)
5. The contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-5)
6. Maximum of 20 % of the total contract amount. [↑](#footnote-ref-6)