**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

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

General Maritime Directorate

(‘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** Green Corridors for Carbon-Neutral Cruise and Ferry Shipping in the ADRION Region. (GREENROUTES)

**CONTRACT TITLE External Expertise for:**

**“Preparation of all elements of the pre-feasibility study on green maritime corridors for cruises and ferry ships.”**

**Identification number Ref. No IPA-ADRION00021/ GREENROUTES**/ **STP2**

(1) Subject

1.1 The subject of this contract is: Preparation of all the elements of the pre-feasibility study on establishing ADRION maritime green corridors for cruise and ferry ships.).

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 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);
* 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 or in any of official languages of programme participating countries in Latin letter.

(5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

For the purpose ofArticle 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 isthe head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

(b) the data protection notice is available at<https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>]

Done in English in three originals, two originals 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 All communication related to the contract should be in written, shall state the contract title and identification number, and be submitted to:

**For the Contracting Authority:**

**General Maritime Directorate**

**Lagjia Tregare nr 1**

**Durres**

**For the Contractor:**

<Indicate here the contact person, address of the Party, other contact details.>

**Article 7 General obligations**

7.8 The Contractor must comply with the publicity and visibility requirements of Interreg IPA CBC South Adriatic Programme and the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.

**Article 12 - Liabilities**

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

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

19.1The start date for implementation shall be date of signature of the contract by the last part

19.2 The period for implementing the tasks is until 31 May 2025.

**Article26 Interim and final reports**

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

|  |  |  |
| --- | --- | --- |
| **Name of report** | **Content** | **Time of submission** |
| Inception Report | Analysis of existing situation and work plan for the project | No later than 1 week after the start of implementation |
| Final Report | Short description of achievements including problems encountered and recommendations; a final invoice | No later than 2 days after the end of the implementation period. |

**Article 27 Approval of reports and documents**

27.5 The contracting authority shall, within 15 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 be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 15 days of the receipt of the report.

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

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

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR** |
| **01/2025** | Interim payment 1 | 40 % of the contract value |
| **02/2025** | Final payment | 60 % of the contract value |
|  | **Total** | <Total contract value> |

By derogation, the payments to the contractor of the amounts due under inception and final payments shall be made 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.

29.5 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 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 or applying the national legislation of the contracting authority.

**Article 42 Data protection**

Not Applicable.

\* \* \*

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)