

# DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° <Contract number>

FINANCED FROM THE EU GENERAL BUDGET

MUNICIPALITY ČÍČEVAC

Legal status (organisation): Local authorities

Registration number: 07174977

ul. Karadjordjeva 106, 37210 Číčovac

VAT number: 101919671

(‘the Contracting Authority’),

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>]

[<Official registration number>]

<Full official address>

[<VAT number>],

(‘the Contractor’)

of the other part,

have agreed as follows:

**PROJECT: "Home care service in Číčovac for those who need it most"**

**CONTRACT TITLE: Home care service**

**Identification number 48-00-00203/2014-28-8/BL 5.10**

### (1) Subject

- 1.1 The subject of this Contract is providing of home care service, with identification number 48-00-00203/2014-28-8/BL 5.10 (‘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 EUR, 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 (Annex III);
- Budget (Annex V);
- 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**

Done in English in three originals: two originals for the Contracting Authority, and one original for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name: Zlatan Krkić

Title: President

**Signature:**

**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

### **Article 2 Communications**

2.1 Mrs. Sretina Dobrodolac  
Municipality Čičevac, ul. Karadjordjeva 106, 37210 Čičevac  
Tel: [+381.64.8355023](tel:+381648355023), E-mail: [kabinetcicevac@gmail.com](mailto:kabinetcicevac@gmail.com)

### **Article 4 Subcontracting**

4.9 Subcontracting is allowed.

### **Article 7 General Obligations**

7.8 These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

### **Article 12 - Liabilities**

12.2 N/A

### **Article 13 - Insurance**

13.2 a) N/A

13.2 b) N/A

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

19.1 The start date for implementation shall be **xxxxxx**.

19.2 The period for implementing the tasks is from the start date until the end of the project, **xxxxxx**.

### **Article 26 Interim and Final Reports**

The Contractor shall submit progress reports 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 N/A

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

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

<b>Month</b>		<b>EUR</b>
<b>1</b>	<b>Maximum Pre-financing payment</b>	50% of the contract value
<b>2</b>	<b>Interim payment</b>	25% of the contract value
<b>3</b>	<b>Balance</b>	25% of the contract value
	<b>Total</b>	<Total contract value>

By derogation, the payments to the Contractor of the amounts due under interim and final payments shall be made within 90 days 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.

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within two months of receiving late payment.

29.5 Payments shall be made in national currency 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 N/A

## **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 courts of law in accordance with the national legislation of the state of the Contracting Authority.

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