

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No IPA III/2024/457-197/0801/2-90

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Roma Entrepreneurship Development Initiative REDI Skopje

Crvena Voda 37/1, 1000 Skopje

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³,

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: EU SUPPORT TO REDI PHASE II: ADVANCING ROMA ENTREPRENEURS IN THE WESTERN BALKANS AND TURKIYE

CONTRACT TITLE <One-on-one Support Programs for Entrepreneurs >

Identification number < IPA III/2024/457-197/0801/2-90>

(1) Subject

- 1.1 The subject of this contract is **One-on-one mentorship and coaching to enhance business sustainability** done in Republic of North Macedonia with identification number IPA III/2024/457-197/0801/2-90 (‘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 MKD, is a fee-based price contract. The contract value is **MKD 4.882.674,00 (79.375,00 EUR)**

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

(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);
- Experts profile (Annex IV)
- Budget breakdown (Annex V);
- Other relevant forms and documents (Annex VI);
- Report of factual findings and terms of reference for an expenditure verification] (Annex VII):

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

The following conditions to the contract shall apply:

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

(b) the data protection notice is available at

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

Done in English in three originals: one original for the contracting authority, one original for the European Commission, and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name: Asib Zekir

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 Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Roma Entrepreneurship Development Initiative REDI Skopje

Crvena Voda 37/1, 1000 Skopje

redimk@redi-ngo.eu

Tenderers contact information to be inserted

Article 7 General obligations

7.8 All support-based developed materials, including but not limited to individual plans, strategies, and recommendations, as well as other mentorship sessions' outputs must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.

Article 12 - Liabilities

12.2 [For contracts of amount below one million EUR: in some cases, capping contractors' liability to one million EUR may be disproportional compared to the content of this contract. This is especially the case where the financial risk is low, for instance for technical assistance or studies. If you find it necessary to set a cap lower than that referred to in the general conditions, add the following clause:

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 10,000 EUR.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be 01/10/2025.

19.2 The period for implementing the tasks is 6 months from the start date, with possible extension.

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 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 report.

Article 28 Expenditure verification

28.2 The expenditure verification(s) referred to in the general conditions will be carried out by Roma Entrepreneurship Development Initiative REDI Skopje; Crvena Voda 37/1, 1000 Skopje; redimk@redi-ngo.eu

Article 29 Payment and interest on late payment

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

Month		MKD
1	Maximum pre-financing payment ⁴	N/A % ⁵
1-monthly	Interim payments	Per Expert's Timesheet
6th Month	Forecast balance	10 % of the maximum contract value
	Total	<maximum contract value>

The actual amounts payable after the pre-financing payment will vary. They will be based on the contractor's invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the general conditions.

The interim invoices must be paid such that the sum of the payments does not exceed 90 % of the maximum contract value stated in Article (2) of the contract. Payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article (2) of the contract, is made after deduction of the amounts already paid, within 90 days of the contracting authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, the incidental expenditure and expenditure verification actually incurred during the period, subject to approval of those reports.

: 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 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.

⁴ The contractor is not obliged to ask for pre-financing.

⁵ Maximum of 20 % of the total contract amount.

29.5 Payments will be made in MKD 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 the Republic of North Macedonia applying the national legislation of the contracting authority.]

(a)Article 42 Data protection

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.

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/EC⁶ and as detailed in the specific privacy statement published at ePRAG.]

Article 43 Further additional clauses

Not applicable. * * *

⁶ OJ L 205 of 21.11.2018, p. 39.