

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Roma Entrepreneurship Development Initiative Serbia REDI Serbia
Majke Jevrosime 51, Belgrade, 11000, Serbia

(‘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 Türkiye; IPA III/2024/457-197

CONTRACT TITLE Event Organization and Management for the purposes of Project
Implementation - EU Support to REDI Phase II: Advancing Roma Entrepreneurs in the Western Balkans
and Türkiye, in Serbia, Montenegro, and Bosnia & Herzegovina

Identification number <IPA III/2024/457-197/SRB-008>

(1) Subject

- 1.1 The subject of this contract is <Event Organization and Management for the purposes of Project Implementation - EU Support to REDI Phase II: Advancing Roma Entrepreneurs in the Western Balkans and Türkiye, in Serbia, Montenegro, and Bosnia & Herzegovina> done in <Serbia, Montenegro, and Bosnia & Herzegovina> with identification number < IPA III/2024/457-197/SRB-008> (‘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)

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.

(2) Contract value

This contract, established in RSD, is a global price contract. The contract value is RSD 5.674.441,5 (EUR 48.425,00).

(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);
- 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

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:

(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: Jasmina Usainović

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 Contracting Authority: Roma Entrepreneurship Development Initiative REDI Serbia

Address: Majke Jevrosime 51, 11000 Belgrade

E-mail address rediserbia@redi-ngo.eu ; barbara@redi-ngo.eu

Contractor: XXX

Name: XXX

Address: XXX

E-mail address: XXX

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 4 Subcontracting

4.9 N/A

Article 7 General obligations

7.8 If any Event Management Services and Activities include visibility matters, these activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission. Visibility and Communication activities to be determined and agreed with the Contracting Authority in advance.

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 the amount of the contract.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be 12/09/2025.

19.2 The period for implementing the tasks is within 24 months from the start date; Event Management Services to be implemented by the Contractor upon request by the Contracting Authority.

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 N/A

Article 28 Expenditure verification

28.2 N/A

Article 29 Payment and interest on late payment

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

Month		RSD
1	Maximum pre-financing payment ⁴	0
TBD	[If applicable: Interim payment]	TBD
TBD	Balance	TBD
	Total	5.674.441,5

29.5 Payments will be made in RSD 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.

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

Article 30 Financial guarantee

30.1 For a contract amount equal to or below EUR 60 000 [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 amicably shall be referred to the exclusive jurisdiction of the courts of Serbia.

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 Serbia applying the national legislation of the contracting authority.

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/EC⁵ and as detailed in the specific privacy statement published at ePRAG.]

Article 43 Further additional clauses

N/A

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⁵ OJ L 205 of 21.11.2018, p. 39.