**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>, Dated,

**financed from the IPA CBC PROGRAME ITALY- MONTENEGRO-ALBANIA 85 % AND 15 % FROM THE STATE BUDGET OF THE NATIONAL CIVIL PROTECTION AGENCY**

**National Civil Protection Agency, Tirana, Albania**

‘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:

**PROJECT: “ TO BE READY - The flOod and Big firE foREst, prediction, forecAst anD emergencY management”**

**CONTRACT TITLE: "Specialist service for the development of a platform within the Project TO BE READY**

**Identification number: *IPA ITMNEAL/TBR-NCPA/MOD/Ser/07(WP-T1, activity “The development of a Platform”)***

(1) Subject

1.1.The subject of this contract is **"Specialist service for the development of a platform within the Project TO BE READY,** done [at] [in] Tirana, with identification number ***IPA ITMNEAL/TBR-NCPA/MOD/Ser/07(WP-T1, activity “The development of a Platform”)***  (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is 187.000,00 Euro.

(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);
* [Key experts (Annex IV) For contracts requiring key experts];
* 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

[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>

[If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the contract shall apply:

By derogation from Article ... ]

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** | | **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

**Article 2 Communications**

2.1 For the Contracting Authority, National Civil Protection Agency, Tirana, Albania

Mr. Klajdi Nikolla, International Cooperation and Projects Director/NCPA

e-mail: [knikolla15@gmail.com](mailto:knikolla15@gmail.com)

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 In the selection of subcontractors and/or other independent contractors from an eligible country, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms. ]

**Article 7 General obligations**

7.8 These activities 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 the contract value.

**Article 13 - Insurance**

13.2 a) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

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

19.1The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks is 4 months from the start date.

**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 29 Payment and interest on late payment**

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

Payments shall be made in Albanian national currency ALL.

Payments shall be authorised and made by the General Director of the National Civil Protection Agency of the Ministry of Defence of Albania.

|  |  |  |
| --- | --- | --- |
| **Month** |  | **[EUR] [<ISO code of national currency> for indirect management only]** |
| **1** | **Maximum pre-financing payment**[[4]](#footnote-4) | <Max. 40 % of the contract value> |
| **<Month/ year number>** | [If applicable: Interim payment ] | <X % of the contract value> |
| **<Month/ year number>** | **Balance** | <Maximum 60 % of the contract value> |
|  | **Total** | <Total contract value> |

accordance with Article 27 of the general conditions, after receipt by the contracting authority of an admissible invoice.]

By derogation, the pre-financing payment shall be made within 60 days from the date on which an admissible invoice is registered by the contracting authority. The interim and final payments to the contractor of the amounts due shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority.

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 The entity will submit a Bank Guarantee of 5% of the contract value.

**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 Court of Tirana district (AL), in accordance with the national legislation of the state 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/EC[[5]](#footnote-5) and as detailed in the specific privacy statement published at ePRAG.]

**Article 43 Further additional clauses**

Add other clauses approved by the competent European Commission departments.

\* \* \*

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. The contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-4)
5. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-5)