**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**Contract No SRB1801–021**

**financed from the EU General Budget**

**Arbeiter-Samariter-Bund Deutschland e.V. (ASB) Country Office Serbia,**

Antifašističke borbe 14/8

11070 New Belgrade, Serbia

VAT no.: 104071743

Reg.no: 28900074

(‘the Contracting Authority’)

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>][[1]](#footnote-1)

<Full official address>

Reg.no:

VAT no.:

(‘the Contractor’)

of the other part,

have agreed as follows:

**Project: IRIS NETWORKing - CSOs for protection sensitive migration management**

**CONTRACT TITLE: Annual (re)integration Shadow Report / West Balkans Shadow Report**

(1) Subject

1.1 The subject of this Contract are services of developing Shadow Report that will monitor migrant related social services from the point of view of the relevant policies: how social welfare services are developed from the point of view of migrant related policy - inclusive education, social inclusion, inclusion at the labour market etc. Regional WB Shadow Report is encompassing regional perspective on the monitored issues. Shadow Report will assess the progress of the implementation of national and local policies and legislation related to migration management and social policy in regard to the relevant EU negotiations chapters in that field - Chapter 24 – Justice, Freedom and Security and Chapter 19 – Social Policy and Employment. (‘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 Euro XXX.

(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 (Annex II);

**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

5.1 The Contracting Authority is exempt from tax (VAT) for realization of this contract that is a part of EU funded project “IRIS NETWORKing - CSOs for protection sensitive migration management”. Certificate of VAT exemption (the contractor) will be delivered to the Contractor upon each pro forma invoice after which the Contractor is obliged to issue an invoice without VAT to the Contracting Authority with a reference to number and date of the ratification of the certificate by the Revenue Office.

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: | Gordan Velev |
| Title: | Consultant | Title: | ASB Serbia, Country Director |
| 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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Coordinator, on the one hand, and the Contractor on the other must state the Contract title and identification number, and shall be sent by post, fax, e-mail or by hand.

**For the Contracting Authority:**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **E-mail** |  |

**For the Contractor:**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **E-mail** |  |

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

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

19.2 The period for implementing the tasks will last 2.5 months from the start date or until 18/11/2021.

**Article 26 Interim and Final Reports**

The Contractor shall submit Final WB Regional Shadow Report as specified in the Terms of Reference.

**Article 27 Approval of Reports and Documents**

The Contracting Authority shall approve submitted Final WB Shadow Report within 15 days from reception.

**Article 28 Payment and interest on late payment**

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

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR** |
| **3** | **Single payment** | 100% of contract value |
|  | **Total** | Total contract value |

**The price must be given in EUR, without VAT**.

29.5 The payments to the Contractor shall be made within 15 days after receipt by the Contracting Authority of an admissible invoice.

No pre-financing payments shall be made.

Payment will be executed in RSD in accordance with the ASB exchange rate on the day of the payment.

It is clearly understood that The Contracting Authority does not take any responsibility if any funds paid according to the instructions received on Contractor’s invoice are, for any reason, not credited to Contractor’s account.

**Article 30 Financial Guarantee**

30.1 No pre-financing guarantee is required.

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Court applying the national legislation of the Contracting Authority.

**Article 42 Data Protection**

Not applicable.

\* \* \*

*I certify that I have read, understood and agreed with the above document. I further certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.*

*In \_\_\_\_Belgrade\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_2 September\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019.*

*Company name: \_\_\_\_* *ENT Agency for Consulting Bobic Consulting*

*Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Comp. stamp*

1. Where the contracting party is an individual. [↑](#footnote-ref-1)