

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° <Contract number>

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Ministry of Local Self Government
(the National Authority of the Programme)
Address: Str. "Kiril and Metodius" No 54, 1000 Skopje
Republic of North Macedonia
(“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 “Technical Assistance for Implementation, Management and Control of the INTERREG IPA Cross-border Cooperation Programme between Greece-Republic of North Macedonia 2014-2020”

CONTRACT TITLE: DESIGNING AND CREATING E-NEWSLETTERS

Identification number CCI 2014TC16I5CB009

(1) Subject

- 1.1 The subject of this contract is designing and creating e-newsletters for the National Authority of the Programme (“the Ministry of Local Self Government) managing the Technical Assistance project for implementation, monitoring and control of the INTERREG IPA Cross Border Cooperation Programme between Greece and Republic of North Macedonia 2014-2020 with identification number CCI 2014TC16I5CB009 (“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 national currency MKD Denars, is a global price contract. The contract value is <amount>.]

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);
- Key experts (Annex IV);
- 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 the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

Done in English in two originals, one original for the contracting authority, and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name: M-r Goran MILEVSKI

Title: MINISTER

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 Contact details:
(on behalf of Contracting Authority)
National Authority
Ministry of Local Self-Government
Department for European Union
Ms. Hajrie Ahmed, Programme Officer
"Kiril i Metodij 54, 1000 Skopje (zgrada na Nova Makedonija)
Tel: +389 23 253 951
Fax: +389 23 253 901
email: hajrie.office@gmail.com

Contact details:
(on behalf of Contractor)
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.....
.....

- 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

N/A

Article 7 General obligations

- 7.8 The visual identity elements of the Programme will be placed in a central and visible position (for publications: cover pages, for electronic/audio-visual material the principles shall be applied by analogy. Newsletters will be issued as specified in the communication strategy of the project indicated in the terms of reference. Newsletters will be mailed in electronic form or be posted on the MLSG's website. The newsletter should contain at least the following;
- The INTERREG IPA CBC Programme logo
 - The National Authority logo
 - Textual reference to the sources of financing: '*This issued newsletter is co-funded by the European Union and by the National funds of the participating countries*'.

- Disclaimer that “*The views expressed in this newsletter do not necessarily reflect the views of the European Union, the participating countries and the Managing Authority*”.

The activities whilst issuing newsletters 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. 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 contract value.

Article 13 - Insurance

N/A

Article 19 Implementation of the tasks and delays

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

19.2 The period for implementing the tasks is 48 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 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:

Month		MKD
1	Maximum pre-financing payment⁴ Submitted the design and the content of the 1 st issue of e- newsletter and approved by the Contracting Authority.	10% of the contract value
42 Months	Interim payments split in 7 instalment (Submitted e- newsletters # issued in order per each semester and of interim reports and approved by the Contracting Authority)	70% of the contract value

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

5 Month	Balance Submitted <u>last issue of e-newsletter</u> and one issue IPA Projects <u>Electronic Almanac</u> and of the Final report and approved all services by the Contracting Authority when there are no outstanding issues with the services agreed upon by both parties.	20% of the contract value
	Total	<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 MKD Denars 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 When the pre-financing requested is equal or below EUR 300 000 and subject to a positive risk assessment⁵ by the contracting authority, 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 Primary Court 1 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

⁵ Such risk assessment is required, for example, when the contract is awarded to a company that does not comply itself with the selection criteria but relies on the capacity of another company.

45/2001 and Decision No 1247/2002/EC⁶ and as detailed in the specific privacy statement published at ePRAG.]

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⁶ OJ L 205 of 21.11.2018, p. 39