

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° <Contract number>

Financed from the general budget of the Union

Danish Refugee Council
Mark Isaku Street, 60
10000 Pristina
Kosovo
(‘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: Digitalization of the Certified Copies of Civil Registry Books – Phase III Linking the Certified Copy e-archive and the central Civil Status Register in Kosovo

CONTRACT TITLE: Provision of Services in the fields of Civil Status and Information Technology

(1) Subject

- 1.1 The subject of this contract is the provision of services in the fields of Civil Status and Information Technology done in Pristina, Kosovo, with identification number <contract number> (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to them in accordance with the Terms of Reference annexed to the contract (Annex III).

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is Euro <amount>.

(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 Supplier Code of Conduct (Annex II);
- the Terms of Reference (including clarification before the deadline for submitting tenders) (Annex III)
- the Organisation and Methodology (including clarification from the tenderer provided during tender evaluation) (Annex IV);

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.

- Key experts (Annex V);
- Budget (Annex VI);
- specified forms and other relevant documents (Annex VII).

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.

Done in English in three originals, two originals for the Contracting Authority, and one original for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

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.

Article 2 Communications

- 2.1 For the Contracting Authority:
Danish Refugee Council
Attn: Chiara Mossina, Programme Manager
Mark Isaku Street 60, 10000 Pristina, Kosovo
+383 (0)38 243 793
chiara.mossina@drc.ngo

For the Contractor:
<insert>

Article 3 Assignment

- 3.2 The Contractor shall not assign the contract or any parts thereof without the prior approval of the Contracting Authority. The Contracting Authority reserves the right to request approval of any assignments from the European Union Office in Kosovo.

Article 4 Subcontracting

- 4.2 The Contractor shall request to the Contracting Authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The Contracting Authority shall notify the Contractor of its decision, within 35 days of receipt of the request, stating reasons should it withhold such authorisation. The Contracting Authority reserves the right to consult the European Union Office in Kosovo prior to making a decision.

Article 7 General obligations

- 7.3 The Contractor shall supply, without delay, any information or documents to the Contracting Authority upon request, regarding the conditions in which the contract is being executed.
- 7.8 The Contractor must comply with obligation towards visibility indicated in the Terms of References. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission. A visibility plan shall be agreed upon with the Contracting Authority at the start of the contract implementation period.

Article 8 Code of Conduct

- 8.1 The Contractor shall abide by the Supplier Code of Conduct in Annex II. It shall at all times act impartially and in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the contract or the services without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.6 The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial

expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company. The Contracting Authority, the European Union Office in Kosovo and the European Commission shall have the right to carry out documentary or on-the-spot check they deem necessary to find evidence in case of suspected unusual commercial expenses.

Article 13 Insurance

13.2 a) By derogation from Article 13.2 a) of the General Conditions, 30 days after returning the countersigned contract, 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.

13.2 b) By derogation from Article 13.2, b), paragraph 1 of the General Conditions it is 30 days after returning the countersigned contract that the Contractor shall provide the Contracting Authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

13.5 Security Arrangements

The Contractor shall ensure that it and its experts, staff, subcontractors, or any other natural or legal persons operating in Kosovo on behalf of and/or in connection with the Contractor comply with any security arrangements put in place by the local institutions.

Article 16 Staff

16.7 Paragraphs from 1 to 4 do not apply to global-price contracts.

Article 17 Replacement of Staff

17.6 Paragraphs 1 and from 3 to 5 do not apply to global-price contracts.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be <date>.

19.2 The period for implementing the tasks is <number> months from the start date.

Article 22 Leave Entitlement

22.4 Article 22 does not apply to global-price contracts.

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:

Month	Type of payment	EUR
1	Pre-financing payment ⁴	<maximum 10% of the contract value>
12 monthly	Interim payments	<approximately 40% of the contract value>
27	Balance	10% of the contract value
	Total	<Total contract value>

29.5 Payments shall be made in EUR 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.

29.8 The payment obligations of the Contracting Authority under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with the General Conditions.

Article 30 Financial guarantee

30.1 When the pre-financing requested is equal or below EUR 300,000, by derogation from Article 30 of the General Conditions no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.1 Contractor and Contracting Authority shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of the contract or the breach, termination, or invalidity of it.

40.2 Where they wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then in effect of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Contracting Authority and the Contractor in writing.

40.3 Any dispute, controversy, or claim between the Contracting Authority and the Contractor arising out of the contract or the breach, termination, or invalidity of it, unless settled amicably under Article 40.2 above, within sixty (60) calendar days after receipt by one party of the other party’s written request for

⁴ The Contractor is not obliged to ask for pre-financing. If no pre-financing is required, its value of 10% of the total contract value shall be distributed over the two 12-monthly payments, 5% per payment.

such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then in effect.

- 40.4 The place of arbitration shall be Copenhagen, Denmark, and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Article 41 Applicable Law

- 41.1 This contract shall be governed by the laws of Denmark.

Article 42 Data Protection

- 42.2 When the contract requires processing personal data, the Contractor shall comply with relevant EU legislation and Kosovo legislation.
- 42.5 The Contractor shall comply with any additional instructions on data protection issued by the Contracting Authority in the course of the execution of the contract.