**DRAFT CONTRACT**

**No HR-RS253-7/cleaning services and maintenance**

**Institut za javno zdravlje Vojvodine**

**Futoška no. 121, 21000 Novi Sad**

**Official registration number: 08246912**

**VAT number: 100452714**

(‘the Contracting Authority’),

of the one part,

and

<Full official name and address of the Contractor>

<Official registration number>

<VAT number>

(‘the Contractor’)

of the other part,

have agreed as follows:

**CONTRACT TITLE Services of cleaning and maintenance of mosquito killer billboards for the project MOS-Cross2**

**Identification number HR-RS253-7/cleaning services and maintenance**

(1) Subject

1.1 The subject of this Contract is **Services of cleaning and maintenance of mosquito killer billboards for the project MOS-Cross2** done in **Novi Sad** with identification number **HR-RS253-7/cleaning services and maintenance** (‘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).

(2) Contract value

This Contract, established in **RSD** as global-price contract. Maximum contract value is <amount>**RSD**.

(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);
* Budget (Annex V);
* specified forms and other relevant documents (Annex VI – FIF, LEF…));

**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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: | **Prof. dr Vladimir Petrović** |
| Title: |  | Title: | **Acting Director** |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**SPECIAL CONDITIONS**

**Article 2 Communications**

2.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority, the following contact details of the Project Manager shall be used:

Contact name **Prof. dr Sanja Bijelović, project manager**

Address **Institut za javno zdravlje Vojvodine**

**Futoška no. 121, 21000 Novi Sad**

E-mail **sanja.bijelovic@izjzv.org.rs**

For the Contractor,the following contact details shall be used:

Contact name:

Address:

E-mail:

**Article 7 General Obligations**

7.8 The Contractor has to comply with the minimum obligation toward visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: [https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-externalactions\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external%0dactions_en)

Furthermore, provisions of the Interreg-IPA CBC Croatia - Serbia programme Guidelines for Implementation of Information and Publicity Measures for Projects – updated Guidelines must be respected: https://www.interreg-croatia-serbia.eu/wp-content/uploads/2019/08/Programme\_Visibility-Guidelines\_HR-RS.pdf

**Article 12 - Liabilities**

12.2 No liability/insurance measures are required.

**Article 13 - Insurance**

13.2 b) By derogation from Article 13.2, b), paragraph 1 of the General Conditions it is when requested by the Contracting Authority 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.

**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 is **7 months** from the start date.

**Article26 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**

No expenditure verification report is required.

**Article 29 Payment and interest on late payment**

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

- Detailed schedule of payment, and for each payment.

|  |  |  |
| --- | --- | --- |
| **Month** |  | **RSD** |
| **4** | **1st Interim payment after approval of 1st Interim report** | **50,00% of the contract value** |
| **7** | **Balance payment after approval of Final report** | **50,00% of the contract value** |
|  | **Total** | **100,00% of the contract value** |

By derogation, the payments to the Contractor of the amounts due under interim and final payments shall be made within 45days 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 **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.

**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**

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of **Commercial Court in Novi Sad** in accordance with the national legislation of the state of the Contracting Authority.

**Article 42 Data Protection**

Not applicable.

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