

CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° 392-704

FINANCED FROM THE EU GENERAL BUDGET

European Union, represented by the European Union Delegation to the Republic of Serbia, on behalf of and for the account of the government of the Republic of Serbia

(‘the Contracting Authority’),

of the one part,

and

Intec - GOPA - International Energy Consultants GmbH (DE)

Justus-von-Liebig Str. 1
61352 Bad Homburg v.d.H.
Germany
VAT: DE815132668,¹

(‘the Contractor’)

of the other part,

have agreed as follows:

CONTRACT TITLE: " Supervising Engineer for the supply and installation project "Electrical equipment for the reaction in emergency situations" in the Republic of Serbia

Identification number: EuropeAid/137974/DH/SER/RS (14SER01/36/81)

(1) Subject

- 1.1 The subject of this Contract is “Supervising Engineer for the supply and installation project "Electrical equipment for the reaction in emergency situations" in the Republic of Serbia "done in Belgrade, Serbia with identification number **EuropeAid/137974/DH/SER/RS (14SER01/36/81)** (‘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 Euro, is a fee-based contract. Based on the maximum fees, incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is EUR 497,520.00.

¹ 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] (Annex II)
- the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget: breakdown (Annex V);
- specified forms and other relevant documents (Annex VI);
- Report of factual findings and terms of reference for an expenditure verification (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 European Commission and one original for the Contractor.

For the Contractor

Name:

[Redacted]

Title:

[Redacted]

Signature:

[Redacted]

Date:

20/12/2017



For the Contracting Authority

Name:

[Redacted]

Title:

[Redacted]

Signature:

[Redacted]

Date:

18/12/2017

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 Manager, 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	[REDACTED]
Address	Delegation of the European Union to the Republic of Serbia GTC 19 Avenue Building, Vladimira Popovica 40, 11070 Belgrade, Serbia
Telephone	+381 11 3083 200
Fax	+381 11 3083 201
E-mail	[REDACTED]

For the Contractor:

Name:	GOPA-International Energy Consultants (inec) GmbH [REDACTED]
Address:	Justus-von-Liebig Str. 1 61352 Bad Homburg v.d.H. Germany
Telephone:	+49 6172 1791 800
Fax:	+49 6172 944 9520
Email:	[REDACTED]

Article 7 General Obligations

7.8 The contractor shall take the necessary measures to ensure visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: http://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en.

Article 19 Implementation of the tasks and delays

- 19.1 The date on which implementation starts shall be within 3 months of the signature of this contract by both parties and shall be set in an administrative notice issued by the Project Manager.
- 19.2 The period for implementing the tasks is 38 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 28 Expenditure verification

28.2 The expenditure verification(s) referred to in the General Conditions shall be carried out by

HTR Hansa Treuhand +Revision KG

Westwall 33

57439 Attendorn

Tel +49(0)27 22/6908 0

Fax +49(0)27 22/6908 40

Article 29 Payment and interest on late payment

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

Month		EUR
1	Maximum Pre-financing payment²	Maximum amount 99,504 ³
6- monthly	Interim payments	348,264
39	Forecast balance	10% of the maximum contract value 49,752
	Total	497,520.00

The actual amounts payable after the pre-financing payment will vary. They shall be based on the Contractor's invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the General Conditions.

29.5 Payments shall be made in euro 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.

² The Contractor is not obliged to ask for pre-financing.

³ Maximum of 20 % of the maximum contract value.

Article 30 Financial Guarantee

30.1 When the pre-financing requested is equal or below EUR 300 000 and subject to a positive risk assessment⁴ 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 amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

* * *

⁴ Such risk assessment is required, for example when a company is awarded a contract without itself meeting the selection criteria but relying on the capacity of another company.

