

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° 05/CUAMM/ETH/2022

(‘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:

CONTRACT TITLE: VEHICLE RENTAL SERVICES

Identification number 05/CUAMM/ETH/2022

(1) Subject

1.1 The subject of this contract is vehicle rental services done in <location> with identification number 05/CUAMM/ETH/2002 (‘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

[Option 1: Fee-based contracts (technical assistance contracts)]

This contract, established in ETB is a fee-based contract. The maximum contract value is ETB....

or

[Option 2: Global price contracts (studies and other result-based contracts)]

This contract, established in ETB, is a global price contract. The contract value is ETB...

(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:

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.

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the specifications (Annex II)
- Budget breakdown (Annex III);
- specified forms and other relevant documents (Annex IV));

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 legal affairs unit of DG International Partnerships.

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

The following conditions to the contract shall apply:

By derogation from Article ...]

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:

Title:

Title:

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 <Indicate here the contact persons, addresses of the parties, their other contact details, the documents to provide and the procedure to be used by the parties for communication.>

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

4.9 Subcontracting is not allowed

Article 7 General obligations

7.8 <Specify the specific activities to be put in place by the contractor to comply with its minimum obligation towards visibility and, if applicable, any additional communication activities agreed by the European Commission. These activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.>

Article 12 - Liabilities

12.2 <Specify here the specific requirements of liability for damages to the contracting authority> [For contracts of an amount above one million EUR: in some cases contractors may create damages of a value much higher than the contract value. This is especially the case when this service contract is linked to another contract and where the financial risk is high. This is a non-exhaustive list of cases: design or supervision of works, evaluation, audit, preparation of ToRs/TS, PEs. If you find it necessary to set a cap higher than that referred to in the general conditions, add the following clause:

‘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 <complete with an amount that can be a multiple of the contract value>.’]

Article 13 - Insurance

- 13.2 a) <Specify here specific requirements on when the requirements of proof of completion of adequate insurance must be provided> [If you find it necessary to tailor differently when the requirements for proof of insurance must be met, add the following clause:

By derogation from Article 13.2 a) of the general conditions, [indicate when], 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) first paragraph <Specify here specific requirements on when the requirements of communication of cover notes and/or insurance certificates must be fulfilled> [If you find it necessary to tailor differently the moment cover notes and/or insurance certificates must be communicated, add the following clause :

By derogation from Article 13.2, b), paragraph 1 of the general conditions it is [state when] 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

19.1 The start date for implementation shall be

19.2 The period for implementing the tasks is 3 months from the start date.

Article 29 Payment and interest on late payment

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

Option 1: Fee-based contract

Month		ETB
1	Maximum pre-financing payment ⁴	<Maximum amount> <X> % ⁵
6-monthly	Interim payments	<amount (balance of pre-financing payment and forecast balance)>
<Month number>	Forecast balance	10% of the maximum contract value
	Total	<maximum contract value>

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.

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

⁵ Maximum of 20 % of the maximum contract value.

The interim invoices must be paid such that the sum of the payments does not exceed 90 % of the maximum contract value stated in Article (2) of the contract. Payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article (2) of the contract, is made after deduction of the amounts already paid, within 90 days of the contracting authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, the incidental expenditure and expenditure verification actually incurred during the period, subject to approval of those reports.

Option 2: Global price contract

Month		ETB
1	Maximum pre-financing payment ⁶	<Max. 40% of the contract value>
<Month/year number>	[If applicable: Interim payment]	<X% of the contract value>
<Month/year number>	Balance	<Maximum 60% of the contract value>
	Total	<Total contract value>

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 ETB 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 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the general conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Ethiopian Court of Arbitration. The Arbitrator’s decision shall be binding on all parties and there shall be no appeal.

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

⁶ The contractor is not obliged to ask for pre-financing.

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 45/2001 and Decision No 1247/2002/EC⁷ and as detailed in the specific privacy statement published at ePRAG.