

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N^o _____

FINANCED FROM THE ENI - Joint Operational Program Romania - Republic of Moldova 2014 – 2020, European Neighbourhood Instrument

Ministry of Internal Affairs of the Republic of Moldova, represented by Information Technology Service, Chisinau municipality, 42, Vasile Alecsandri street, MD-2012, represented by Director, Andrian ȘOVA

(‘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 ”Communication infrastructure”

CONTRACT TITLE “Site supervision for works”

Identification number **COMINF/3.1/1-3.3**

(1) Subject

- 1.1 The subject of this Contract is Site supervision services assured within the ”Communication infrastructure” project with identification number COMINF/3.1/1-3.3 (‘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 [MDL], 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 [MDL] <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 breakdown (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They 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 and/or Romanian.

(5) Other specific conditions applying to the Contract

[If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the Contract shall apply:

By derogation from Article ...]

Done in English and Romanian in three originals, one original for the Contracting Authority, one original for the European Commission, and one original for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Andrian ȘOVA

Title:

Director

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 <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.>

Article 7 General Obligations

- 7.8 Save where the European Commission requests or agrees otherwise, the Contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the Contractor shall implement among other actions the specific activities described in the Special Conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.

Article 19 Implementation of the tasks and delays

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

- 19.2 The period for implementing the tasks is 24 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 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 report.

Article 28 Expenditure verification

Not applicable

Article 29 Payment and interest on late payment

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

Month		MDL
1	Maximum Pre-financing payment ⁴	Not foreseen
After every month of service contract implementation	Interim payment	According to monthly report
After completion of services – signing of the final reception of works	Forecast balance	10 % of the contract value
	Total	<Total contract value>

The actual amounts payable after the pre-financing payment will vary. They will 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.

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 3 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 60 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.

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions submitted. The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in MDL 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 By derogation from article 30 of the General Conditions, no pre-financing guarantee is required.

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

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be settled in accordance with the national legislation of the state of the Contracting Authority.

Article 43 Further additional clauses

<Add other clauses approved by the competent European Commission departments.>

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