



This program is funded
by the European Union



Romania-Republic of Moldova
EN-CROSS BORDER COOPERATION

“Developing and implementing an common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”

DRAFT CONTRACT SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO<Contract number>

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Locality: Bulboaca, District: Anenii Noi, 0037326547538, E-mail: consiliulbulboaca@mail.ru

(‘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: “Developing and implementing an common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”

CONTRACT TITLE

**-Acquisition of advertising services and provision of promotional materials in Bulboaca
Identification number**

(1) Subject

1.1 The subject of this contract is <contract title> done [at] [in] <location> with identification number <publication reference> (‘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

This contract, established in Euro and national currency is a global price contract. The contract value is eur

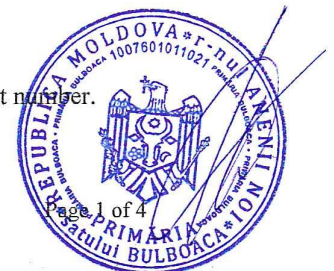
Payments will be made in Moldovan Lei, in accordance to the applicable law, at the official exchange rate of the National Bank of Moldova at the transaction date, no later than 30 days following submission by the Contractor of the Fiscal bill.

(3) Order of precedence of contract documents

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 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 (Annex III);
- Budget (Annex V);
- specified forms and other relevant documents (Annex VI));

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 two 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:
Title:
Signature:
Date:





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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 7 General obligations

7.8 All the materials mentioned above will meet the following requirements from the communication and visibility manual of the Joint Program Romania - Republic of Moldova 2014 - 2020, respectively:

- The statement “This project is funded by the European Union”;
- EU flag according to the visual identity manual.
- The logo of the program according to the visual identity manual.
- The website of the program (<https://www.ro-md.net/ro/>)
- The title of the project, respectively “Developing and implementing a common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”
-

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 <number> 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 10 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		[EUR] [<ISO code of national currency> for indirect management only]
1	Maximum pre-financing payment⁴	<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>

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 <specify> in accordance with the national legislation of the state of the contracting authority.]

* * *

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

