

# DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No \_\_\_\_\_

FINANCED FROM THE GENERAL BUDGET OF THE UNION

**Edinet municipality city hall, Octavian Cirimpei Street, 30, MD-4601, Republic of Moldova,  
Edineț municipality**

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>]<sup>3</sup>,

(‘the contractor’)

of the other part,

have agreed as follows:

### PROJECT “Edinet municipality city hall”

#### CONTRACT TITLE

**Services for elaboration of Integrated Plan for Smart Urban  
Development Edinet municipality**

**Identification number 2020/421-644/5.9.1**

#### (1) Subject

- 1.1 The subject of this contract is **Urban planning and design services for the elaboration of the Integrated Plan for Smart Urban Development Edinet municipality, in accordance with the concept principles of “smart cities” at the European Union for a period of 10-15 years done in Edinet municipality with identification number 2020/421-644/5.4.** (‘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)

<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>3</sup> Except where the contracting party is not VAT registered.

## (2) Contract value

This contract, established in Euro, is a global price contract. The contract value is EUR ... 000,00.

## (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);
- 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.

## (5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

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 contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

(b) the data protection notice is available at

[http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A. \]](http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.)

**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

*From the Contracting Authority:* project manager, Edinet municipality, Independentei street, 74

*From the Contractor:*

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 Not applicable.

### Article 7 General obligations

7.8 Not applicable.

### Article 12 - Liabilities

12.2 '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 the contract value.

### Article 19 Implementation of the tasks and delays

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

19.2 The period for implementing the tasks is **13 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

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

## Article 29 Payment and interest on late payment

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

Month		EUR
Month 1/3 year 1	<b>Inception phase - Initial report</b>	20% of the contract value
Months 2/4 - 12/ year 1	<b>Interim payment 1</b> - Progress Reports after stage 2 of the performance of the contract <b>Interim payment 2</b> -- Progress Reports after stage 3 of the performance of the contract <b>Interim payment 3</b> - Progress Reports after stage 4 of the performance of the contract	60% of the contract value
Month 13/ year 2	<b>Balance - Final Report</b>	20% of the contract value
	<b>Total</b>	<b>100 % contract value</b>

\* *payments will be done according to protocol of acceptance of services*

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days 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.

By derogation from article 29 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

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 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.

## Article 30 Financial guarantee

30.1 Subject to a positive risk assessment<sup>4</sup> 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 otherwise shall be referred to the exclusive jurisdiction of Republic of Moldova applying the national legislation of the contracting authority.

## 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 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/EC<sup>5</sup> and as detailed in the specific privacy statement published at ePRAG.

## Article 43 Further additional clauses

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WE AGREE WITH PROPOSED CONTRACT



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text: AVENSA CONSULTING S.R.L. ROMANIA, with a registration number 222924/2009. The stamp also includes the words 'SOCIETATEA COMERCIALA' and 'ROMANIA' around the perimeter.

<sup>4</sup> 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.

<sup>5</sup> OJ L 205 of 21.11.2018, p. 39