

# DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

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**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>]<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 ”Communication infrastructure”**

### **CONTRACT TITLE “Training of the management team”**

**Identification number COMINF/3.1/1-5.5.2**

#### **(1) Subject**

- 1.1 The subject of this Contract is Training of the management team done in the Program eligibility area with identification number COMINF/3.1/1-5.5.2 (‘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 global price contract. The contract value is MDL <amount>.

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<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.

### (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 (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 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**

**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.>

### **Article 7 General Obligations**

7.8 All activities within this contract must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission and of the Programme

### **Article 19 Implementation of the tasks and delays**

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

19.2 The period for implementing the tasks is 2 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 <sup>4</sup>	Not applicable
<Month/ year number>	[If applicable: Interim payment ]	<X % of the contract value>
<Month/ year number>	Balance	<Maximum 60 % of the contract value>
	<b>Total</b>	<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 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.

## 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

(a) in accordance with the national legislation of the state of 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 Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.]

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<sup>4</sup> The Contractor is not obliged to ask for pre-financing.

## **Article 42 Data Protection**

Not applicable.]

## **Article 43 Further additional clauses**

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

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