

# DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <298>

### FINANCED FROM THE GENERAL BUDGET OF THE UNION

**Public Institution "Technical University of Moldova" (TUM)**

Official registration number: 1007600001506

168, Stefan cel Mare Avenue

Chisinau Municipality, MD 2004,

Republic of Moldova,

represented by Rector – **Viorel Bostan**

(*'The contracting authority'*),

(*'the contracting authority'*),

of the one part,

and

**"Vinstop SRL"**

Official registration number: 1009600002884

13/1 , Pavel Botu str.

Chisinau , Republic of Moldova

VAT Number: EXMMMD 22422

Represented by director – **Potorac Victor**

(*'the contractor'*)

of the other part,

have agreed as follows:

***PROJECT 2SOFT/1.1/11 "Cross-Border Regional Hub of Competences for the Automotive Industry (CROSSCOMP)"***

***CONTRACT TITLE: Accommodation and meals services for students participating in the summer school in Project 2SOFT/1.1/11 "Cross-Border Regional Hub of Competences for the Automotive Industry (CROSSCOMP)"***

**Identification number 2SOFT/1.1/11**

**(1) Subject**

1.1 The subject of this contract is *Accommodation and meals services for students participating in the summer school in Project 2SOFT/1.1/11 "Cross-Border*

*Regional Hub of Competences for the Automotive Industry (CROSSCOMP)"* done in Chisinau with identification number 2SOFT/1.1/11 ('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 EUR, is a global price contract. The contract value is EUR 4158

**(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.

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

Done in English in two originals, one original for the contracting authority and one original for the contractor.

**For the contractor**

Name: Potorac  
Victor

Title: Director

Signature:

Date:  
24.06.2022

**For the contracting authority**

Name: Viorel Bostan

Title: Rector

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 The contact persons of the parties:

#### **For the contractor**

Name: Potorac  
Victor

Title:  
DIRECTOR

Signature:

#### **For the contracting authority**

Name of contact person: Nicolai Ababii

Address TUM

Contact data:

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 [EDF only:

In the selection of subcontractors and/or other independent contractors from an eligible country, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms. ]

### **Article 7 General obligations**

7.8 Signing a contract;

Paying an advance ;

Providing a rooming list;

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

- 19.1 The start date for implementation shall be 18.07.2022..  
19.2 The period for implementing the tasks is 7 days from the start date.

## **Article 26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

## **Article 29 Payment and interest on late payment**

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

<b>Month</b>		<b>EUR</b>
<b>7</b>	<b>Balance</b>	4158
	<b>Total</b>	4158

29.5 Payments will be made in EUR 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 disputes arising out of or relating to this contract which cannot be settled otherwise shall be accordance with the national legislation of the Republic of Moldova.

## **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.

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