

DRAFT FRAMEWORK CONTRACT



SERVICE FRAMEWORK CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No. EUPM/2023/017

FINANCED FROM THE GENERAL BUDGET OF THE UNION

The European Union Partnership Mission in Moldova (hereinafter referred to as “EUPM Moldova”),
31 August 1989 Street, 105b, Chisinau, Moldova
(‘the contracting authority’),

of the one part,

and

SC “QUO VADIS” SRL
Official registration number: 1003600096926
82, Alexei Sciusev Street, Chisinau, MD-2001, Republic of Moldova
(‘the contractor’)

of the other part,

have agreed as follows:

CONTRACT TITLE

FRAMEWORK CONTRACT FOR SPECIALISED ENGLISH TRAINING NO.1

Identification number EUPM/2023/017

(1) Subject

- 1.1 The subject of this framework contract is the provision of the English Training with the scope of enhancing the ability of key public institutions’ personnel to prepare for,

respond to, and manage crises, in close cooperation with the European Union (EU) and other international partners, done in Chisinau with identification number EUPM/2023/017 ('the services').

The signature of the framework (FWC) contract imposes no obligation on the Contracting Authority to purchase. Only performance of the FWC through approved specific contracts or order form is binding on the Contracting Authority.

The signature of the framework contract does not confer any exclusive right on the contractor to provide the services which are the subject of the framework contract.

The FWC shall be implemented by order form/specific contracts (Annex VI – Order Form) to be sent exclusively by e-mail. Whenever the Contracting Authority intends to procure services pursuant to this framework contract, it shall send a scanned signed purchase order/specific contract to the contractor.

The contractor must, within two working days after submission from the Contracting Authority, either decline the request or confirm to the Contracting Authority the execution of the request. The two working days response time shall be based on normal business hours of the Contracting Authority (i.e. Monday-Friday, 08:30 – 17:30 local time)], except local national holidays.

The process culminates in the approval of the order form/specific contract, or in its withdrawal. The contractor shall not start with the provision of any service before the Contracting Authority submits an approved and receives back a countersigned order form/specific contract.

If the contractor repeatedly refuses to sign order form/specific contracts or repeatedly fails to send them back on time, the contractor may be considered in serious breach of its obligations under this framework contract as set out in Article 36.2(a) of the General Conditions.

- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II).

(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);
- Budget (Annex V);
- Other relevant forms and documents + order form template (Annex VI);

These 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.

(5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

Renewal clause

The framework contract is renewed automatically once for 12 months, unless one of the Parties receives formal notification to the contrary at least six months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

Termination clause

The automatic renewal as stipulated above shall be further conditioned by the extension of the mandate of the EUPM Moldova and the signing of a Contribution Agreement between the European Commission and EUPM Moldova covering the contractual period within its maximum extension.

In case of non-renewal of the Mission's mandate or lack of signing of contribution agreement with the European Commission, the framework contract shall be automatically terminated by the Contracting Authority without obligation to respect the above notice.

Specific contracts or purchase orders already signed and accepted by the contractor shall not be affected by the automatic termination of the framework contract and the services ordered shall be regularly paid by the Contracting Authority in accordance with the Article 29 of the Special Conditions.

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 Unit of FPI.6.

(b) the data protection notice is available at
https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a_en?filename=privacy-statement-indirect-management.pdf

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

For the contractor

Name: *Cripan Doina*

Title: *Manager*

Signature: *Cripan*

Date: *02.02.2024*



For the contracting authority

Name: Cosmin Dinescu

Title: Head of Mission EUPM Moldova

Signature: *Cosmin Dinescu*

Date: *02/02/2024*

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 For the Contracting Authority

Name:	EUPM Moldova Att: Elisa Dandria
Adress:	31 August 1989 Street, 105b, Chisinau, Moldova
Telephone:	+373 60 37 0403
e-mail:	elisa.dandria@eupm-moldova.eu

For the Contractor

Name:	Quo Vadis SRL Att: Crigan Doina
Adress:	82, Alexei Sciusev Street, Chisinau, MD-2001, Republic of Moldova
Telephone:	+373 69328218/ +373 22 999988
e-mail:	office@quo-vadis.md

Article 7 General obligations

N/A

Article 12 - Liabilities

N/A

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 12 months from the start date. The framework contract is renewed automatically once for 12 months, unless one of the Parties receives formal notification to the contrary at least six months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

The automatic renewal as stipulated in the above Article shall be further conditioned by the extension of the mandate of the EUPM Moldova and the signing of a Contribution Agreement

Article 42 Data protection

Processing of personal data related to this tender procedure, launched by the CSDP Mission acting as the contracting authority, takes place in accordance with Council Decision (CFSP)2023/993 which established the Mission and with the provisions of the respective contribution agreement CFSP/2023/26/EUPM concluded between the European Commission and the Mission.

The tender procedure and the resulting contract relate to the implementation of an external action funded by the EU, represented by the European Commission.

Your reply to the invitation to tender may involve the transfer of personal data (such as names, contact details and CVs) from the CSDP Mission (being the contracting authority), to the European Commission. In such case, personal data shall be processed solely for the purposes of the monitoring of the procurement procedure and of the execution of the resulting contract, in line with the respective contribution agreement concluded with the CSDP Mission and with the Council Decision (CFSP)2023/993, which established the Mission. This is without prejudice to their possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

The controller for the processing of personal data carried out within the contracting authority is: the Head of Mission of the CSDP Mission acting here as the contracting authority.

To the extent that the contract covers an action financed by the European Union, the contracting authority (the CSDP Mission) may share communications related to the implementation of the contract with the European Commission. These exchanges shall take place with the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the contribution agreement concluded with the Mission (the latter being the contracting authority for this contract).

These 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 counsels).

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 Mission.

When personal data is transmitted by the contracting authority (the Mission) to the European Commission, the latter processes them in accordance with the contribution agreement concluded with the Mission, 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 and as detailed in the following FPI privacy statement: https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a_en?filename=privacy-statement-indirect-management.pdf.

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