

TITLE OF THE PROJECT: Emergency response to meet the basic needs of refugees and host communities affected by the Ukraine crisis in Moldova through provision of basic needs, education, protection & MHPSS services
CODE OF THE PROJECT: U222428



**SERVICE CONTRACT
FOR ROMANIAN AND ENGLISH LANGUAGE COURSES**

PROCUREMENT REF NO. WW/WV-ADH/Moldova/2024/OLT07

Chisinau, 24 May 2024

We World,
Represented by
Darui Sbrocca
Administrator
Address: Chisinau, Strada Mateevici 53. Of 41
WeWorld Moldova
Tax Code: 1022620004942
Iban: MD53VI022511700000098MDL
BC VICTORIABANK SA
SWIFT: VICBMD2X
Bank: Chisinau, 31 August 141, MD 2004

hereinafter referred to as the "Contracting Authority"
and

S.C. QUO VADIS SRL
Represented by
Crigan Doina
Administrator
Address: Chisinau, Strada Alexei Șciusev, 82
hereinafter referred to as the "Service Provider"

The two parties have agreed follows:

Art 1. Objective and scope of the contract

- 1.1 WeWorld has received a sub-grant from World Vision funded by ADH entitled „Emergency response to meet the basic needs of refugees and host communities affected by the Ukraine crisis in Moldova through provision of basic needs, education, protection & MHPSS services” and intends to apply a portion of that grant to payments under this contract. Under no circumstances or for no reason whatsoever will the Donor entertain any request for indemnity or payment directly submitted by the humanitarian organisation's service provider. The subject of the contract shall be the implementation of the following service\s as summarised below and detailed in ToR (Annex I):
- 1.2 The object of the Contract is: acquisition of 550 Romanian/English language modules, with a unit cost of 3,100 MDL, as per the technical specification in Annex I. The language of instruction will be Romanian or Russian depending on the needs of the participants. The courses will be organized on the premises of Centrul Educational Quo Vadis. Service Provider will issue certificates at the end of each course once participants pass a level exam.
Before classes begin, Quo Vadis will assess the language level of participants and assign them to classes accordingly.
Each language module will cover all dimensions of language learning such as writing, speaking, reading, and listening.
WeWorld will identify the participants and pay the enrolment fees.
- 1.3 The Service Provider shall comply strictly with the terms of 1.2 and Annex I and II to the contract.
- 1.4 The place of organization of language courses – Chișinău, Strada Alexei Șciusev 82. (Quo Vadis).

1.5 The service provider shall provide any detailed information requested by the Contracting Authority, the Donor, or by any other qualified outside body chosen by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Service Provider Communications between the Contracting Authority, to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.

Art 2. Price

- 2.2 The unit prices referred to in Article 1.2 and 2.1 above shall be the sole remuneration owed by the Contracting Authority to the Service Provider under the contract. It shall be firm and shall not be subject to revision.
- 2.3 Total contract value may can be increased up to a maximum of 50% by the Contract Authority prior to written communication through a contract addendum.
- 2.4 Since the Service Provider is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall, at no additional charge, carry out any service that is the subject of any item in the tender for which the Service Provider indicates neither a unit price nor a lump sum.

Art 3. Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- this Contract;
- Technical Specifications and Financial Offer (Annex I)
- Terms of Reference (Annex II)
- the Service Provider's ethical declaration (Annex III)
- Data Sharing agreement (Annex IV)
- WeWorld CoEC and Policies (Annex IX, X, XI)
- Monitoring and reporting templates provided by WeWorld (Annex V, VI, VII)

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Art 4. Communications

- 4.1 Authority and the Service Provider shall be exclusively in writing, in the Romanian and English language (unless specified otherwise in writing) and shall be sent by scan, email, post or delivered by hand to the addresses designated by the Parties for that purpose.

a) Service Providers Representative:

Name	Title	Contact
Doina Crigan	General Manager	Tel: + 373 22 999988, + 373 69328218

b) Contracting Authority Representative:

Name	Title	Contact
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Dario Sbrocca	Administrator	078937278
Cheikh Favario	Country Finance Manager	068266648
Berfu Nisan Gur	Project Manager	061292950

Art 5. General Obligations

- 5.1 The service provider shall perform the contract with due care, efficiency and diligence, in accordance with the best professional practice. The service provider shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 5.2 The Service provider shall respect and abide by all laws and regulations in force in the state of the Contracting Authority. The Service Provider shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Service Provider.
- 5.3 The Service provider shall treat all documents and information received in connection with the contract as private and confidential. It shall not, save insofar as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior written consent of the Contracting Authority.
- 5.4 The Service provider shall be bound by the documents that form its offer that are annexed to the present contract
- 5.5 The service provider shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 5.6 Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the service provider shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the service provider to ensure full compliance with its obligations under the contract. In such event the service provider shall give priority to solving the problem rather than determining liability.
- 5.7 In case of any defects/ errors arisen in the service provision, the Service provider is committed to re do any deliverables/ outputs object of this contract deemed not sufficient within 5 days of the notice from the Contracting Authority.

Art 6. Payments

- 6.1 All payments will be made via bank transfer in MDL currency to the Service Provider's bank account.
Denumirea firmei: SC Quo Vadis SRL
Cod fiscal: 1003600096926
Cont de decontare: 2251632603
BC „Moldindconbank” SA filiala „Telecomtrans”
Codul băncii: MOLDMD2X332
IBAN: MD60ML000000002251632603
SWIFT MICBMD2X332

Email: office@quo-vadis.md
Adresa: str. A. Șciusev 82
- 6.2 Payments will occur when all services/ deliverables described in timeframe, checked/ reviewed to ensure the services meet the technical specifications listed in ToR and only after submission of complete, consistent and reliable reporting to the contracting authority.

- 6.3 The total amount specified in this contract under art 2 shall be paid by the Contracting Authority in 03 instalments as per the following scheme:
- 6.4 The Service Provider will invoice the Contracting Authority 3 times, once per instalment. The first instalment will be for 30% of the total amount, the second instalment will be 30% of the total amount and the third instalment will be 40% of the total amount due. Each instalment will be issued once the Contracting Authority has verified that all services relevant to the invoiced activities have been executed according to the contract provisions, checked/reviewed to ensure the services meet the Technical Specification and Financial Offer (Annex I) and the ToR (Annex II). With the final instalment a Service Completion Certificate will be issued to verify the service provision by the Contracting Authority and must be signed by both parties. The full amount of the final instalment will be determined by verification of the total number of modules executed, by the Contracting Authority.
- 6.5 The invoices shall include the following specifications:
- Number of students, unit price, total price, and technical description of services.
 - Reference Number to the Contracts / Purchase Order issued by the Contracting Authority.
 - Complete address and fiscal number of the Service Provider.
- 6.6 The payment is subject to the availability of funds. Should any delay occur, the Contracting Authority will inform the Service Provider in due time and next services dates are postponed until payment is received.

Art 7. Time for Completion and Penalty for Delay

- 7.1 The service provider will complete the services by September 15, 2024, the service and related deliverables must be approved by the Contracting authority in the form of a service completion certificate.
- 7.2 If the Service Provider should fail to achieve the completion of the activities within the period prescribed in Clause 7.1, and this delay can be considered the sole responsibility of the Service Provider in terms of time for completion and quality of delivery, the service provider shall pay to the Contracting Authority a penalty of 5/1000 of the total value of the contract/purchase order for every calendar day of delay.
- 7.3 The Contracting Authority must notify in writing the Service Provider of its intention to apply the penalty and the corresponding calculated amount. The Service Provider has 10 working days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed. If the Service Provider submits observations, the Contracting Authority taking into account the observations, must notify the Service Provider: a) of the withdrawal of its intention to apply the penalty b) of its final decision to apply the penalty and the corresponding calculated amount. The payment of such penalty shall not relieve the service provider from his obligation to complete the service or from any other obligation or liability under this Contract.
- 7.4 In the event that it becomes apparent that the service is progressing so slowly that it cannot reasonably be completed by the date fixed, the Contracting Authority may, after due notice to the Service Provider, cancel the Contract and make other arrangements for the completion of the service. In this event, the Contracting Authority shall hold the Service Provider liable for all expenses incurred together with a charge of ten per centum (10%) for overhead expenses and the Contracting Authority may apply any sums due to the Service Provider to the debt without prejudice to any other rights, which it may have in law or equity.
- 7.5 Should the quality of the deliverables or the reporting not satisfy the requirements of the contract; they must be revised by the Service Provider at its own expenses.

Art 8. Inspections and Monitoring of the Supply

- 8.1 The Contracting Authority representative or an independent or reliable inspection company will carry out inspection and ongoing monitoring of the performance of the activities to ensure all conditions, outputs and responsibilities are being met.
- 8.2 The objective of the inspection/ monitoring is to assess whether the services correspond to the contractual terms.
- 8.3 Contracting Authority representative will indicate in writing any remarks, missing or non-conformity of the activities. These remarks will be the ground for possible payment deductions.

Art 9. Reporting

- 9.1 The Service Provider shall carry out the services set out in this contract and annexes and provide frequent reporting to WeWorld together with supporting documents according to what's defined in the annexed Terms of Reference.
- 9.2 Should the quality of the reporting not be satisfactory or accurate, the service provider shall remake the reporting at its own expenses.
- 9.3 The payments are subject to the satisfactory submission of required reporting and related supporting documents, the Contracting Authority is entitled either to withhold or reduce payments in the case of incomplete, inaccurate, inconsistent reporting or in the case of mistakes, suspected or confirmed.

Art 10. Amendment to Contract

- 10.1 Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:
- (a) An addendum for amendment may be requested only during the period of execution of the contract;
 - (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force.
- 10.2 In case of special circumstances duly substantiated by the service provider, the contracting authority may accept a different notice period. The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.
- 10.3 Additionally, the Contracting Authority has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the service provider, according to the following principles:
- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
 - b) Prior to the issuance of any administrative order, the Contracting Authority shall notify the service provider of the nature and the form of the proposed amendment. The service provider shall then, without delay, submit to the Contracting Authority a written proposal containing:
 - (i) all measures required to comply with the requested amendment,
 - (ii) an updated timetable for implementation of the tasks, and,
 - (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar.
- 10.4 Any amendment carried out by the service provider without an administrative order or without an addendum to the contract is not allowed and made at the service provider's own financial risk.
- 10.5 Where an amendment is required by a default or breach of contract by the service provider, any additional cost attributable to such amendment shall be borne by the service provider.
- 10.6 The Service Provider shall notify the contracting authority of any change of address and bank account using to notify any change in its bank account. The contracting authority shall have the right to oppose the service provider's change of bank account. The service provider shall notify

the
contracting authority of any change of auditor, which the contracting authority needs to approve.

Art 11. Subservice Provider Liabilities

- 11.1 The Service Provider shall assume (i) full responsibility for the good performance of its service and for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the final completion of the implementation of the tasks and the service completion certificate.
- 11.2 At any time, the Service Provider shall be responsible for and shall indemnify the Contracting Authority for any damage caused, during the performance of the services, - as a consequence of negligence, bad faith or wilful misconduct - to the Contracting Authority by the Service provider, its staff, its subservice providers and any person for which the Service Provider is answerable.
- 11.3 The Service Provider shall be liable, from the Starting Date until the termination of the contract, for its personnel and personal injury, death, and loss of or damage to its properties caused by himself, his agents or persons employed or in any way engaged by him for the execution of the Service.
- 11.4 The Service Provider's liability shall be excluded in cases of force majeure. Only natural catastrophes, epidemics, rebellion and intervention on the part of the authorities not occasioned by the Service Provider shall be deemed force major.

Art 12. Ethical Provisions and Warranties

- 12.1 The contracting authority carries out its activities and manages its own relationship by always referring to the contents of its Code of Ethics and Conduct and Organisational Policies, namely Antifraud and Anticorruption Policy, Child Safeguarding Policy, Protection from Sexual Exploitation, Abuse and Harrassment Policy, Counter terrorism Policy and environmental safeguarding policy which constitute integral part of this contract.
- 12.2 Any violations of ethical rules by the service provider may lead, depending on the gravity, to the immediate termination of this contract, with no prejudice for any further legal action, including claim for compensation.
- 12.3 The service provider represents and warrants that the content of the declaration enclosed as annex III of this contract is true and accurate, the service provider acts in compliance with all applicable laws and regulations and will abide to the highest ethical standards in the performance of the obligations stated hereunder.

Art 13. Data Protection

- 13.1 For the purposes of this Service Contract, the Parties accept and acknowledge that they act as autonomous Data Controllers in relation to the personal data that will be processed during the implementation of the project and undertake to comply with the obligations set out in the applicable data protection legislation (EU Regulation 2016/679 and the laws or regulations enacted pursuant thereto - hereinafter GDPR), and other applicable laws, including the application of all necessary security measures suitable to ensure the protection of personal data.
- 13.2 The parties undertake to implement appropriate technological and security measures to protect personal data against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, or damage while having regard to the nature of the personal data which is to be protected.



17.2 This
contract done in English and Romanian language in two originals, one for the Contracting
Authority and one for the Service Provider. In case of disputes the English text prevails.

For the Service Provider

Name Oripan Doina
Signature Oripan
Date May 24, 2024

Stamp:



For the Contracting Authority

Name DARIO SBRCCA
Signature [Signature]
Date May 24, 2024

Stamp:

