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Romania-Republic of Moldova  
ENI-CROSS BORDER COOPERATION

## DRAFT CONTRACT

### SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**No 2SOFT4.2.85**

**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

Good Man Association, Iași, Gradinari Street, no.7, bl.A8 – 12, sc. B legally  
represented by BURLACU Mihaela, President  
(‘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 : *Improving response time for emergency situations in the cross-border area by renovating and equipping the infrastructure necessary for training and effectively managing the population in the provision of first aid, contract no. 2SOFT 4.2.85***

**CONTRACT TITLE: Assistance in project implementation**

**Identification number: 01 - 2SOFT 4.2.85**

#### (1) Subject

- 1.1 The subject of this contract is *Assistance in implementation* done in Romania with identification number 01 - 2SOFT 4.2.85 (‘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)

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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.



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**(2) Contract value**

This contract, established in Euro, is a global price contract. The contract value is EUR 20000.

**(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);
- 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:

Title:

Signature:

Date:

**For the contracting authority**

Name:

Title:

Signature:

Date:



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## 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 1 Communications

2.1 Good Man Association, Iași, Gradinari Street, no.7, bl.A8 – 12, sc. B , contact person Alexandra Apetracheoae, phone: +40 748 984 809, email: [33ale.ape33@gmail.com](mailto:33ale.ape33@gmail.com)

The documents to provide:

- I. General Conditions for service contracts (Annex I);
- II. Terms of references (Annex II);
- III. Organisation and Methodology (to be submitted by the tenderer using the template provided) (Annex III);
- IV. Forms and other supporting documents (Annex VI);
- V. Financial offer (Annex V).

The procedure to be used by the Parties for communication is through e-mail: [33ale.ape33@gmail.com](mailto:33ale.ape33@gmail.com) , phone and face to face meetings

### Article 4 Subcontracting

4.9 Subcontracting is allowed.

### Article 7 General obligations

7.8 The assuring the assistance in implementation services wich include assistance in the reporting activities and implementation. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

### 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 ending at 4.02.2022 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 Contractor shall submit progress reports as specified in the Terms of Reference (Annex II)



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## Article 29 Payment and interest on late payment

Trance		<EUR/**>
1	Maximum pre-financing payment <sup>4</sup>	8000/ 40% of the contract value
2	Interim payment	8000/ 40% of the contract value
3	Balance	4000/ 20% of the contract value
	<b>Total</b>	20 000

29.5 Payments will be made in national currency, by bank transfer, to the INFOREURO course of the billing month, in accordance 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 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 applying the national legislation of the contracting authority.

## Article 42 Data protection

Not applicable

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