**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** …………… from \_\_\_\_\_\_\_\_\_\_\_2018

**Carpineni Village Hall**, Republic of Moldova, Hincesti District, phone +37326928238; +37326928236, account no.\_\_\_\_\_\_\_\_\_. represented by Ion Carpineanu, the Mayor,

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>],[[3]](#footnote-3)

(‘the Contractor’)

of the other part,

have agreed as follows:

**PROJECT** “**Cross-border rural network for green environment ” (contract No.** 83285715**)**

**CONTRACT TITLE** Feasability study

**Identification number** – P - 1

(1) Subject

1.1 The subject of this Contract is the realization of Implementation assistance services with identification number P- 1 (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annex II)

(2) Contract value

This Contract, established in Euro. The contract value is \_\_\_\_\_\_\_\_ EUR.

(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 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** | | | **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 1 Communications**

1.1 **Carpineni Village Hall**, Republic of Moldova, Hincesti District, phone +37326928238; +37326928236, represented by Ion Carpineanu, the Mayor

The documents to provide:

1. General Conditions for service contracts (Annex I);
2. Terms of references (Annex II);
3. Organization and Methodology (to be submitted by the tenderer using the template provided) (Annex III);
4. Forms and other supporting documents (Annex VI);
5. Financial offer (Annex V).

The procedure to be used by the Parties for communication is through e-mail: [primaria\_carpineni@gmail.com](mailto:primaria_carpineni@gmail.com), phone, fax and face to face meetings.

**Article 2 Subcontracting**

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

**Article 3 General Obligations**

3.1 The Contractor must realize the exchange of good practices for stakeholders from the agricultural sector that have the aim to exchange information and experiences on specific issues in the agriculture sector of the economy. The subjects that will be discussed during good practices exchanges are related to such areas as: legislation (what is the legal framework in Republic of Moldova and in Ukraine regarding the agricultural sector); management (what specific methods are used by the entrepreneurs in both countries in their activity and have goods results in terms of productivity); marketing (how the entrepreneurs from the cross-border area use marketing tools in order to improve their sales); production (what techniques and technologies use entrepreneurs in the agricultural sector); research and innovation (the utility of the national research in agriculture, the support on the government in the agricultural research and innovation).

**Article 4 Implementation of the tasks and delays**

4.1The start date for implementation shall be date of signature of the contract by both parties.

4.2 The period for implementing the tasks is ending at 30.09.2018 from the start date.

**Article 5 Interim and Final Reports**

The Contractor shall submit progress reports as specified in the Terms of Reference (Annex II).

**Article 6 Approval of Reports and Documents**

6.1 The Contractor shall submit for every trance an activity report.

**Article7 Payment and interest on late payment**

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Brief description of the actions** | **Amount, Euro** | **Month** |
| **First trance** | Assistance for starting the project impementation: labour contracts, relations with the partners, procurement, reporting rules, etc. | 10000 | 2 |
| **Second trance** | Final report | 8000 | 5 |
|  | **Total** | **18000** |  |

7.2 Payments will be made in national currency, by bank transfer, to the INFOREURO course of the billing month, 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 8 Settlement of disputes**

8.1 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 9 Data Protection**

Not applicable.

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)