

***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,  
INCLUDING ANNEXES***

# DRAFT CONTRACT

## SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No < >

### FINANCED FROM THE ENI CBC JOINT OPERATIONAL PROGRAMME ROMANIA – REPUBLIC OF MOLDOVA 2014-2020

Exceptional Situations Department of Chisinau General Inspectorate for Emergency Situations  
3 Iacob Hancu Street, Chisinau, Republic of Moldova, postal code MD-2005  
represented by: Liviu Merzîncu, Acting Head

("The Contracting Authority"),

of the one part,

and

<Full official name of 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 the reaction time for the prevention and elimination of floods within the cross-border area (Vaslui County, Romania; Chisinau, Hancesti, Criuleni, Dubasari, Anenii Noi, Straseni Districts, Republic of Moldova)”**

**CONTRACT TITLE „Procurement of 1 (one) vehicle and maintenance for 1 (one) calendar year”**

**Identification number: REACT/2SOFT/4.2./149/Lot 1**

---

<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document - number

<sup>3</sup> Except where the contracting party is not VAT registered.

## Article 1 Subject

1.1 The subject of the contract shall be the supply, of the following supplies, goods:

- Procurement of 1 (one) vehicle and maintenance for 1 (one) calendar year.

The place of acceptance of the supplies shall be Chisinau, Republic of Moldova >, the time limits for delivery shall be <30 days after signature of the contract and the Incoterm applicable shall be DAP<sup>4</sup>. The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> to <date for provisional acceptance>.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

## Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the Special Conditions.

A certificate of origin for the goods must be provided by the Contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract.

## Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be MDL <insert price>.

3.2 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

## Article 4 Order of precedence of contract documents

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

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- [specified forms and other relevant documents (Annex V)];

The 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.

## [Article 5 Other specific conditions applying to the contract

The following conditions to the Contract shall apply: maintenance of the vehicle for 1 (one) year or 45,000.00 km. Endowment with winter tires in the moment of car delivery to the Contracting Authority.

Done in English in three originals, one original being for the Contracting Authority, one original being for the European Commission, and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date: