

## E VOLUME 2

### SECTION 1 CONTRACT FORM

#### WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO. <Contract number>

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

Between

Sireți City Hall  
3 Mihai Eminescu Street, Strășeni, Republic of Moldova, postal code MD-3731  
Represented by: BOAGHI Leonid, The mayor of Sireți village  
Fiscal code: 1008601000525  
Bank: Ministerul Finantelor-Trezoreria Centru  
Cod: TREZMD2X  
IBAN: MD29TRPHAG222990J10730AC

(“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 „Infrastructure development, the engine of socio-economic cooperation in  
Tuluțești commune, Galați county and Sireți commune, Strasen district**

**CONTRACT TITLE: Construction of the local access road to Sireți village from M5(M14),  
according to the General Urban Plan approved by DECISION no. 2/1 of 18-02-2019**

**Identification number: EMS ENI/1HARD/3.1/86/Lot 8**

Whereas the contracting authority would like the contractor to carry out the following works:

#### **Construction of**

of the local access road to Sireți village from M5(M14), according to the General Urban Plan and has accepted a tender by the contractor for the execution and completion of such works and the remedying of any defects therein.

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

<sup>2</sup> Where applicable.

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

**It is hereby agreed as follows:**

- (1) In this contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) the contract,
  - (b) the special conditions,
  - (c) the general conditions,
  - (d) the breakdown of lump-sum price,
  - (e) the technical and/or performance specifications,
  - (f) the design documentation (drawings),
  - (g) the tender with appendix,
  - (h) any other documents forming part of the contract.

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. Addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by the contracting authority to the contractor as hereinafter mentioned, the contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
- (4) The contracting authority hereby agrees to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
  - Contract price (excluding VAT/other taxes) MDL <amount>
  - VAT and other taxes 0% according with Gov. Dec. 246.
  - Contract price MDL<amount>, <amount in words>

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party, namely the contractor.

Done in English in three originals, one originals for the Programm Management, one for Contracting authority and one original for the contractor.

**For the contractor**

Name:

Title:

Signature:

Date:

**For the contracting authority**

Name:

Title:

Signature:

Date: