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|  | **PROCUREMENT CONTRACT** |
|  | **Number: 26-MR1793** |
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|  | **Object of the Contract: recruitment of a consultancy for the midterm evaluation of the Moldova Green Transition Technical Assistance Facility project**  **Service -  Supplies -Works** |
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| Between | **EXPERTISE FRANCE SAS**  40, Boulevard de Port-Royal – 75005 Paris – France  SIRET no.: 808 734 792 00035  A simplified joint-stock company with share capital of €828,933  Intra-community VAT number: FR36 808734792 |
| And | **Name of the company** (hereafter the “Contractor”)  Address:  Registration number:  Intra-Community VAT number (if applicable):  Represented by |

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| |  | | --- | | **Award date:** |     This Contract is subject to the French Public Procurement Code (CCP) in its applicable version as promulgated under Ordinance no. 2018-1074 of 3 December 2018 covering the legislative elements of the Public Procurement Code and its Implementing Decree no. 2018-1075 of 3 December 2018, covering the regulatory elements of the aforementioned code.  The Contract is placed in accordance with the adapted procedure under Articles L. 2123-1 and R. 2123-1 to R. 2123-8 of the CCP. |

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| **Contract amount and breakdown** |

The total Contract amount is:

[€XXXXXXXXX exc. VAT

VAT is not applicable to this Contract]

Or

[€XXXXXXXX Inc. VAT

The applicable VAT rate is: XX%]

The Contract covers a single item and is subject to a performance obligation. The total Contract amount covers all services, supplies and works due hereunder.

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| **Declarations** | |
| The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) hereby declares :  1/ that the Contractor is not subject to the prohibitions set out in Articles L.2141-1 to 6 of the French Public Procurement Code or any equivalent prohibition issued in another country ;  2/ that the commitments made by the Contractor within the scope of the Contract do not create a situation of conflict of interest that may affect the execution of the Contract ;  3/ that the tender submitted only binds the Contractor if its acceptance by Expertise France is notified within 120 days of the tender submission deadline.  Furthermore,  4/ the Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) certify that:   * they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ; * they are not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below: * for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list>, * for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>, * for France, see: <http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste>, * for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>; * they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>   *In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market.*  5/ The Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.  6/ They undertake to inform Expertise France without delay of any change in our situation during the execution of the Contract with regard to the present declaration.  **ADVANCE**  I waive the benefit of the advance payment :  NO  YES  *(see "Financial provisions" article)* | |
| **Signing of the Contract** | |
| For the Contractor | For Expertise France |
| Last name:  First name:  Role:  In \_\_\_\_\_\_\_\_\_\_, on\_\_\_/03/2026 | Last name: Guerin  First name: Berenice  Role: Project Manager  In Paris, on /04/2026 |

**special administrative clauses**

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| Contractual documents | |
| Description of the contractual documents in decreasing order of priority | 1. This Contract no. 26-MR1793 and its special administrative clauses 2. Annex I: ToRs 3. CCAG - General administrative clauses applicable to public procurement for intellectual services as applicable on the date the Contract is signed by Expertise France 4. Annex II Technical Offer 5. Annex III: Financial Offer   Acceptance of this Contract by the Contractor entails its unreserved acceptance of these conditions; the Contractor waives its own general terms and conditions of sale where they are contrary to any of the aforementioned contractual documents. |
| Object | |
| Services | The object of the Contract is recruitment of a consultancy for the midterm evaluation of the Moldova Green Transition Technical Assistance Facility project.  The detailed object is set out in Annex 1 |
| Specifying department | |
| Expertise France department managing the Contract | Sustainable Development Department |
| Name and contact details of the contact person (project manager, etc.) | Berenice Guérin  Project Manager  Contact details: [berenice.guerin@expertisefrance.fr](mailto:berenice.guerin@expertisefrance.fr) |
| Period |  |
| Period of validity of the contract | The contract is concluded for a period running from notification until acceptance of the last service and after acceptance thereof, for a maximum period of 6 months. |
| Deadline for performance of services | |  |
| Deadline for performance | The period for performance of the services of this Contract shall be from the date of notification of this Contract. |  |
| Verification and acceptance activities | |  |
| Transfer of ownership only occurs after unreserved acceptance of the services, supplies and/or works by the designated public person, to be issued after quantitative and qualitative verification as stipulated in the applicable CCAG clauses. | | |
| Verification activities performed by: | Calin Negura, Team Leader | |
| Receipt/validation issued by: | Berenice Guérin, Project Manager | |
| Terms of performance | |  |
| Details of the required services | See the ToRs |  |
| Place of performance | Company’s office and missions in Chisinau, Moldova |  |
| INCOTERMS | N/A |  |
| Export control | N/A |  |
| Delivery conditions | N/A |  |
| Environmental protection measures | The Contractor agrees to abide by the Environment Code, in particular the provisions regarding waste. The Contractor’s attention is drawn to the fact of its ownership of the wastes it produces, regardless of the type, whether inert, non-hazardous industrial, special industrial or packaging, until their complete disposal.  Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:   * Meat; * Eggs ; * Dairy products ; * Ready-made meals, margarine, spreads; * Leather shoes ; * Automotive upholstery ; * Household and cleaning products ; * Agrofuels ; * Lumber ; * Solid wood or particle; * Fuels ; * Paper ; * Cardboard ; * Textiles ; * Coffee, chocolate ; * Exotic fruits ; * Electronics.   For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address: <https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf> |  |
| Warranty | N/A |  |
| Financial provisions | |  |
| Nature of prices | Prices are firm, final and non-modifiable. |  |
| Advance | [No advance will be made] [An advance of €XXXXXX is made to the Contractor after the Contract award date. The advance is made on one occasion after the Contract has been awarded. The advance is deducted from the amounts due to the Contractor in consideration for execution of the Contract (down payment, partial payments and balance). The advance must be repaid in full once Contract execution reaches 80%.] |  |
| Down payment/Balance | No interim payments. |  |
| Taxes and duties | The Contractor shall directly bear the cost of all taxes, fees and duties, regardless of type, that may be levied as part of the Contract, both in the Contractor’s home country and in the country or countries where the services are performed. |  |
| Payment terms | The payment terms for amounts due under the Contract are 30 days maximum from date of invoice acceptance or the date of service acceptance (if a later date). |  |
| Invoicing | In addition to the legal notices (intracommunity VAT no.), invoices relating to the Contract must contain the following information:   * Company name, address and registered office of the Contractor; * Registration number of the Contractor (SIRET or equivalent); * Bank account details; * Reference number of the Contract; * The reference and title of the cooperation project if applicable; * Clear and accurate description of the equipment/supplies sold and/or services performed. * If the Contractor’s bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the form duly completed in all cases.   Invoices are to be forwarded via the Chorus Pro system, and must state the department code provided above corresponding to the department of Expertise France on behalf of which the Contract has been placed.  If the Contractor is not obliged to forward invoices via Chorus, it may submit its invoices to the following address:  [Berenice.guerin@expertisefrance.fr](mailto:Berenice.guerin@expertisefrance.fr) |  |
| Data protection | |  |
| Confidentiality | The Contractor shall treat as private and maintain the confidentiality of all documents and information received or of which it becomes aware in the context of the Project. It shall maintain the secrecy thereof and not use them for any purpose other than execution of the Contract.  In this regard, the Contractor undertakes:   * To protect and maintain the confidentiality of information considered or presented as such; * To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information; * Only to reveal confidential information to its personnel and third parties involved in performance of the Contract after having received prior written and express approval from Expertise France; * To take all necessary steps such that its personnel and third parties involved in execution of the Contract, who become aware of confidential information, undertake to treat such information with the same level of confidentiality as set out in this clause; * As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the Contract, as soon as said confidential information is communicated to the aforementioned persons; * To reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.   Apart from where necessary for the purposes of service delivery, the Contractor may not disclose any element of the Contract without prior written consent from the other party. |  |
| Intellectual property of results | As an exception to Chapter 6 of the applicable GCC, the following provisions apply:  For the services of study, reflection, design, consultancy or expertise, the production of reports, recommendations, diagnoses or any other resulting document, whether physical, digital or dematerialised, gives rise to the full and complete transfer of all intellectual and industrial Property rights attached to them and the technical solutions and information contained therein to Expertise France by virtue of the present contract.  This Cession covers only the so-called economic copyrights, in accordance with the conditions set out below.  By acquiring ownership of the results developed by the Contractor, Expertise France becomes the owner of all the so-called economic copyrights attached to these results. As such, and without this list being exhaustive, Expertise France is likely to use these results for internal communication purposes (with its staff or any other collaborators including the lessor or final beneficiary), public distribution, reproduction or modification (including translation).  Any use of the results by the service provider must be expressly authorised in advance by written request from the service provider.  Territory and period:  The transfer of the rights referred to above is deemed to take place as and when the "results" are produced by the contractor.  This cession is valid throughout the world, for the entire legal duration of intellectual property rights as set out in the provisions of the French Intellectual Property Code.   * Price of the cession:   It is agreed between the parties that, unless the cession is granted free of charge, the price of the present cession of rights, concluded for a consideration, is included in the global and fixed remuneration that Expertise France owes for the performance of the present contract.   * Warranty :   When delivering the results, the Contractor warrants that they are free of rights and claims from authors and third parties, including pre-existing rights, for all uses envisaged by Expertise France.  At the first request of Expertise France, the Contractor must be able to demonstrate by means of tangible and effective evidence the ownership or the rights of exploitation of all the pre-existing rights and rights of third parties listed, except as regards the rights held by Expertise France. |  |
| Personal data protection | The Contract may require the processing of personal data. The parties undertake to comply with regulations on the processing of personal data in accordance with amended law no. 78-17 of 6 January 1978 relating to data processing, files and liberties and regulation (EU) 2016/679, known as the General Data Protection Regulation (GDPR).  The Contractor notably undertakes to:   * Process personal data solely for the purposes of the Contract; * Ensure that persons authorised to process personal data undertake to maintain its confidentiality or are bound by an appropriate legal obligation of confidentiality; * Implement appropriate technical and organisational measures to guarantee a level of security commensurate with the risks resulting from the Contract, notably with regard to data encryption, confidentiality and integrity; * Notify Expertise France, via any means, of any personal data breach within 24 hours of becoming aware of any such event; * Assist Expertise France in its obligation to respond to requests it may receive from data subjects; * Delete all personal data or return it to Expertise France on conclusion of the services covered by the Contract, as specified by the latter, unless EU law or that of the member state requires such data to be retained; * Make available to Expertise France all information it may require to demonstrate compliance with the obligations set out in this article and to enable audits to be conducted by the latter or by any other person of its choice.   Expertise France notably undertakes to:   * Ensure compliance, prior to and throughout the term of the Contract, by the Contractor with the obligations of GDPR and those set out in French data protection legislation; * Provide the Contractor with the personal data required for execution of the Contract; * Notify the Contractor in writing of any special instruction relating to necessary data processing.   Where the Contractor uses a data processor to process personal data during execution of the Contract, it must obtain prior written authorisation from Expertise France. Similarly, the Contractor shall notify Expertise France of any planned change concerning the addition or replacement of processors, thereby enabling Expertise France to issue any objections it may have in this regard.  The same obligations concerning data protection as those set out in the Contract are mandatory for processors, notably regarding the provision of adequate guarantees for the implementation of appropriate technical and organisational measures ensuring the protection of personal data. Should any processor fail to meet its obligations, the Contractor shall remain fully responsible vis-à-vis the Expertise France for the fulfillment of the processor’s obligations.  In the event of non-compliance with the aforementioned provisions, the Contractor is reminded that its liability may be invoked. In the event of any breach of professional secrecy or non-compliance with the aforementioned provisions, Expertise France may immediately terminate the Contract without compensation for the Contractor. |  |
| Insurance | |  |
| The Contractor shall take out and maintain at its own expense civil and professional liability insurance policies covering any personal injury, material and/or immaterial damage that may arise from the performance of the services.  The Contractor shall take out and maintain, at its own expense, insurance policies covering its liability in the event of illness or accident at work occurring to its employees assigned to the performance of the services. | |  |
| Audit | |  |
| The Contractor may be submitted to an audit concerning compliance with the regulations and contractual obligations applicable to the performance of the present Contract. This audit may be carried out by Expertise France or by a third party appointed by Expertise France and may not be refused by the Contractor. If the audit is carried out by a third party, the appointed third party must not be a direct competitor of the Contractor. Scheduled audits may be carried out periodically or spontaneously at the request of Expertise France or a third party. In all cases, the contractor will be informed at least 5 working days in advance.  The Contractor therefore undertakes to:   * Allow Expertise France or the appointed entity, and facilitate their access to the information required to carry out the audits, including interviews with the people involved and on-site visits; * Submit documents relating to the performance of the present Contract as well as any documents required by the auditors; * Demonstrate transparency and respond to auditors’ requests; * Implement any corrective measures that may be necessary.   Expertise France will notify the Contractor of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned.  The Contractor also undertakes to allow Expertise France, or any other third party mandated by Expertise France, to carry out an investigation in the case of an allegation of a prohibited practice[[1]](#footnote-1) relating to the present Contract, under the conditions set out above.  The conclusions of the audit report will be sent to each of the Parties by any means deemed appropriate by Expertise France.  The conclusions may prescribe the implementation of actions and a deadline for completion.  Any refusal by the Contractor to comply with the audit exercises and/or their conclusions gives as of right to Expertise France the possibility to terminate the present contract without compensation. | |  |
| Risk prevention and Code of Conduct | | |  |
| Safety and security measures and responsabilities | The Contractor is solely responsible for the safety of the people and property mobilized for the execution of this contract and takes all necessary measures in this regard. The Contractor commits to ensuring that all safety instructions he issues are followed at all times by all his employees, as well as by his subcontractors.  In the event of an incident and/or direct or indirect harm to the safety of persons mobilized directly or indirectly by the Contractor or to his equipment, EXPERTISE FRANCE shall not be held liable in any manner whatsoever. |  |
| Code of Conduct | The Contractor further undertakes to familiarise itself with the [Expertise France Code of Conduct](https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+de+conduite/2408659b-a84e-45ac-a142-47d5dc21faff) and to strictly comply with said code (accessible on the Expertise France website: www.expertisefrance.fr).  Any breach the Code of Conduct may lead to termination of the Contract and invoke the liability of the Contractor. |  |
| Contract amendment and termination | | |  |
| * Amendment:   Any substantial modification of the contract shall be made by conclusion of an amendment.   * Termination:   The Contract is subject to the termination clauses as defined in Articles 29 to 36 of the CCAG.  By way of derogation from Article 40 of the CCAG PI, termination for reasons of general interest is not applicable to this contract. However, the parties agree on the possibility of terminating the contract by mutual consent.  In the event of early termination, the Contractor shall immediately return to Expertise France all documents it may have received for the purposes of execution of the Contract. | | |  |
| Dispute resolution | | |  |
| Any dispute between the parties regarding the existence, validity, interpretation, execution or termination of the Contract (or any of its clauses), which the parties are unable to settle amicably within thirty days of the dispute having been notified by the complainant to the other party, shall be referred to the jurisdiction of the competent Court.  The Contract shall be governed by French law. | | |

1. Prohibited practices as defined by the Agence Française de Développement group are defined below: <https://www.afd.fr/en/ressources/afd-groups-policy-prevent-and-combat-prohibited-practices-2020> [↑](#footnote-ref-1)