

PUBLIC PROCUREMENT

CONTRACT NR. _____ on the procurement of goods

I. GENERAL PART

Object of purchase: Blanks of identity documents of the National Passport System, driving licenses and registration certificates

Cod CPV: 22400000-4

“ ___ ” _____ 202__

Chişinău mun.

The Supplier of goods	The contracting authority
<p>_____, <i>(full name of the enterprise, organization, country of origin)</i> represented by _____, <i>(position, name, first name)</i> acting on the basis _____, <i>(status, regulation, decision)</i> hereinafter referred to as "<i>the Supplier</i>", _____, <i>(to indicate the number and date of registration in the State Register)</i> on the one hand,</p>	<p>Public Institution „Public Services Agency” (Republic of Moldova), represented by the Director, Mr. Mircea EŞANU, acting on the basis of the Charter, hereinafter referred to as "<i>the Buyer</i>", IDNO 1002600024700, dated July 19, 2017, on the other hand,</p>

both hereinafter referred to as the *Parties*, have concluded this Contract on the following:

- a. Purchase of **Blanks of identity documents of the national passport system, driving licenses and registration certificates** hereinafter referred to as *Goods*, according to the public procurement procedure of an Open tender type nr. _____ of _____, based on the decision of the Buyer's Working Group nr. _____ of _____.
- b. The following documents shall be considered as component and integral parts of the Contract:
 - a) Annex no. 1 - Technical specifications;
 - b) Annex no. 2 - Price specifications;
 - c) Annex no. 3 - Delivery plan, form templates.
- c. In case of discrepancies or inconsistencies between the component documents of the Contract, the documents shall have the order of priority listed above.
- d. As a consideration for payments to be made by the Buyer, the Supplier hereby undertakes to

deliver the Goods to the Buyer and to eliminate their defects in accordance with the provisions of the Contract in all respects.

- e. The Buyer hereby undertakes to pay to the Supplier, as a consideration for the delivery of the goods, the price of the Contract according to the provisions of the Contract within the terms and conditions stipulated by the Contract.

1. Object of the Contract

1.1. The Supplier assumes the obligation to make and deliver the Goods on the basis of orders (drawn up according to the model in Annex no. 3), according to the needs of the Buyer, under Annexes No. 1-3 to this Contract.

1.2. The Buyer undertakes, in his turn, to receive and pay for the Goods delivered by the Supplier.

1.3. The quality of the goods delivered must comply with the requirements indicated in the Technical Specifications.

1.4. The Buyer shall remit to the Supplier the project carrier with the Goods Design to be made and delivered to the Buyer under this Contract. At the same time, the Buyer shall send to the Supplier the instructions for using the Design project and, if necessary, shall provide advice on its use.

1.5. The transmission to the Supplier of the project carrier with the Design shall be carried out by drawing up a transfer and acceptance act signed by the Parties.

1.6. After the approval by the Buyer of the control models of the Goods, the Supplier shall send to the Buyer within 14 calendar days, the Design of the Goods, elaborated in digital format (in PDF format, in electronic form) containing graphic information (vector and raster graphics (of high quality) in the appropriate layers).

1.7. The warranty terms of the Goods are indicated in the Technical Specifications.

2. Terms and conditions of delivery

2.1. The delivery of the ordered Goods shall be made by the Supplier within the terms provided in the Delivery Plan.

2.2. The delivery of the Goods shall be made by the Supplier under the conditions of DAP Chisinau mun. INCOTERMS 2010, *Republic of Moldova, Chisinau municipality (customs posts no. 1, 2 and 3 or Chisinau International Airport)*. In case of delivery of goods by auto transport, the Supplier shall enter into contracts for vehicles accompanied by a TIR carnet.

2.3. The documentation accompanying the Goods shall include:

- Invoice;
- International shipping invoice;
- Certificate of preferential origin of goods;
- Certificates of toxic and ecological safety.

2.4. The originals of the documents provided in point 2.3 shall be presented to the Buyer at the latest at the time of delivery of the ordered Goods. Delivery of the goods shall be considered completed upon acceptance by the Buyer with no objections of the above documents submitted by the Supplier.

2.5. Copies of the documents provided in point 2.3 shall be sent by the Supplier to the Buyer's e-mail address no later than 2 working days before the delivery of the Goods.

2.6. The order for delivery of the Goods shall be presented to the Supplier by the Buyer according to the Annual Delivery Plan, 45 days before the delivery and will contain the contract number, the date and number of the order, the name, the serial and the quantity of the ordered Goods, the cost per unit, the total cost of the delivery order, the place and date of delivery of the Goods. The order will be signed by the manager, or by another person authorized by the Buyer, provided that the authorized person shall be notified to the Supplier.

2.7. The Supplier is obliged to confirm the receipt of the Buyer's orders within 2 (two) working days from their receipt. Also within this period, the Supplier is obliged to communicate the objections / disagreement regarding the received order (as the case may be).

2.8. The Annual Delivery Plan (*drawn up in accordance with the model in Annex 3*) shall be prepared and coordinated annually by the Parties until the end of the year preceding the year for which the respective plan is drawn up.

The Buyer is entitled to make modifications (adjustments) to the Annual Delivery Plan, and to coordinate in advance with the Supplier, by written notice, at least 45 days prior to the entry into force of the respective modifications.

The modifications made must not reduce the amount indicated in the Annual Delivery Plan. If the established annual volume is reduced, the remaining volume is to be included in the Annual Delivery Plan for the following year.

2.9. Should the Buyer require a greater or lesser quantity of Goods than the one specified in the Contract, the parties will enter into such Additional Agreements without raising the prices of the Goods. The increase in the quantity of the Goods shall not exceed 15% compared to the initial one.

2.10. In order to ensure the implementation of the technological process of documents production, the Supplier shall be obliged to produce and deliver free of charge to the Buyer for preliminary testing and approval as control models, the following Blanks:

- 1000 models of blanks of polycarbonate - *Passport of the citizen of the Republic of Moldova* (PA), serial number XX 0000000;
- 2500 models of blanks of polycarbonate;

Blanks delivered in accordance with the provisions of this point are not included in the total quantity of blanks for delivery, indicated in this Contract.

2.11. The goods shall be transported packed in such a way as to ensure their integrity during transportation, handling and storage until they are delivered to the Buyer. Transportation of the Goods shall be provided by the Supplier.

2.12. The supplier is obliged to notify the Buyer by a notification sent by e-mail (asp@asp.gov.md) and/or by fax + 373 022 212 259 no later than 1 (one) working day until the date of delivery, that the Goods are ready for delivery according to the terms and conditions of this Contract. The notification must contain the delivery tracking number, the date of shipment, the list of all documents to be unloaded and accompanied.

2.13. The right of ownership of the Goods and the associated risks are transferred from the Supplier to the Buyer at the time of delivery of the Goods in accordance with the Incoterms rules specified in this Contract.

2.14. The warranty period for the delivered Goods is 10 years and starts to run from the moment of personalization of each blank. If during the warranty period it will be established that the Goods have a quality defect or inconsistencies caused by the use of poor quality materials, improper manufacture or any other fault of the Supplier, the Supplier shall compensate the Unsuitable Goods according to the provisions of this Contract, after receiving in writing from the Buyer the reasoned notification of the detected non-compliances, provided that this defect (*defects*) occurred through the Supplier's fault and is confirmed by the results of examination. In this notification, for the subsequent diagnosis of the defect, the conditions under which the corresponding defect has been detected must be described in detail. The Supplier bears full responsibility for the Unsuitable goods after confirmation of the inconsistencies as a result of the examination carried out.

3. Price and terms of payment

3.1. The price of the Goods delivered under this Contract is set in Euro, being indicated in the Price Specifications.

3.2. The total amount of this Contract is _____ (_____) _____, according to the exchange rate on the date of opening the tenders 1 _____ = _____ constitutes _____ (_____) lei MDL.

3.3. Payment for the delivered Goods shall be made in Euro.

3.4. The method and terms of payment shall be: within 20 (twenty) working days, after the

delivery of the Goods, the presentation of the Accompanying Documentation according to point 2.3, the act of receiving the Goods and their acceptance by the Buyer with no objection. Receipt of the Goods and their acceptance by the Buyer without objections.

3.5. Payments will be made by bank transfer to the Settlement Account of the Supplier indicated in this Contract.

3.6. Without prejudice to the INCOTERMS rules, all prices indicated in the Contract shall not include taxes, duties and any other expenses in the Buyer's country, the payment of which is the sole obligation of the Buyer.

3.7. For the purpose of applying the provisions of the international treaties for the avoidance of double taxation for non-residents, the Supplier will present a "Certificate of Residence" issued by the competent authority of his state of residence. The certificate of residence issued in a foreign language shall be presented with a translation into the state language, except for the one issued in English.

4. Terms of transfer and acceptance

4.1. The goods shall be considered transferred by the Supplier and received by the Buyer if:

a) the quantity of the Goods corresponds to the information indicated in the specific order, the Annual Delivery Plan and the Accompanying Documentation according to point 2.3. of this Contract. The Buyer verifies the quantity of the Goods at the place of delivery and confirms to the Supplier by e-mail within 20 (twenty) calendar days from the moment of the de facto delivery of the Goods, the information regarding the delivery. If the Buyer does not send the information to the Supplier within the terms indicated above and does not declare the non-correspondence of the quantity of the Goods, the Goods shall be considered received by the Buyer in terms of quantity. The fact of receipt of the Goods in terms of quantity shall be confirmed in the Transfer and Acceptance Act, drawn up by the responsible persons of the Buyer according to the internal regulations.

b) the quality of the Goods corresponds to the requirements and / or standards established for them in the Technical Specifications.

4.2. Incomplete delivery of Goods:

a) In case of incomplete delivery of the Goods within the Delivery Plan or the Annual Plans, the Buyer will issue a Complaint to the Supplier for the replacement of the Undelivered Goods according to point 9.4 of this Contract.

b) In the event of the impossibility of complete delivery under the Delivery Plan or the Annual Plans, the Supplier shall notify the Buyer within no less than 45 calendar days from the date of the planned delivery and coordinate the date of delivery of the undelivered Goods.

4.3. In the event of a discrepancy between the quality of the delivered Goods and the established requirements, the Buyer shall have the right to refuse to receive them. In this case, the Supplier shall be obliged to reimburse to the Buyer all direct costs related to their receipt, including the payment of import duties according to the legislation of the Republic of Moldova, calculated and presented by the Buyer for the Credit Note.

4.4. The Supplier is responsible for all identified defects in the Goods, the confirmed causes of which existed before they were delivered to the Buyer and, therefore, the Supplier will be liable for all direct losses incurred after their delivery to the Buyer.

4.5. Compensation for non-compliant goods:

a) At the beginning of each month, the Buyer shall send to the Supplier for signing the Statistical Report on the identified defects of the Goods for the previous month, drawn up according to the model in Annex no 3. The report shall be emailed to:

- The Project Manager _____
- The Quality Manager or the Technical Expert _____
- _____

b) Within 5 (five) working days from the date of submission of the Statistical Report, the Buyer

will receive from the Project Manager, the Quality Manager or the Technical Expert from the Supplier's part the information regarding the Supplier's decision on the need (or lack thereof) to assess the defects specified in the Statistical Report, as follows:

1) If it is not necessary to assess the defects, the Supplier will sign the Statistical Report and return it to the Buyer. This will be the ground for initiating the procedures for the destruction of non-compliant Goods specified in the Statistical Report. Upon completion of the process of destruction of the non-compliant Goods, the Contracting Parties shall sign the Act of Destruction.

2) If the Supplier considers it necessary to assess the defects, he shall inform the Buyer about it, requesting to organize a special meeting at the Buyer's premises with the participation of the Quality Manager of the Supplier or his representative, where the parties will decide on the possibilities of immediate destruction of the Goods by the Buyer or on the need to take further actions.

c) The Non-compliant goods shall be compensated in the following order:

1) Based on the Statistical Report (prepared monthly), within 10 (ten) calendar days, the Buyer will send to the Supplier a written notification regarding the quantity of the identified reject of the Goods and will indicate the amount of expenses (in _____ currency) incurred for the payment of import duties according to the legislation of the Republic of Moldova and the amount of VAT (Value Added Tax). Compensation for non-compliant Goods shall be made by Credit Note. Based on the calculations provided by the Buyer, the Supplier shall prepare the Credit Note for the amount indicated in the notification and shall present it to the Buyer. The amount of the Credit Note shall be paid by the Supplier to the Buyer's current account within 5 (five) business days from the date of submission of the Credit Note;

4.6. The Warranty on Goods shall be declared void and the Supplier shall be exonerated from liability in any of the following cases:

- if the Goods delivered to the Buyer were damaged due to improper storage or handling (*including improper mechanical, electrical or thermal conditions*) contrary to the Warranty terms and storage conditions;
- if the Goods delivered to the Buyer are used by the Buyer in violation of technical conditions;
- if the Goods have been used together with equipment, products or systems, the compatibility with which the Supplier does not guarantee.

4.7. The Supplier undertakes to take all possible measures for the correct packaging and safe transportation of the Goods, as well as other services for the transportation and dispatch of the Goods using a crane or other technical means.

4.8. The Supplier shall be liable for damages caused to the Goods and / or damages resulting from non-compliance with the relevant requirements and the use of improper packaging or non-compliance with traffic rules.

4.9. The Supplier undertakes to take measures that would exclude / prevent the entry into the packing boxes of the particles / residues from the process of production (cutting) of the Goods.

4.10. Packing requirements:

a. The inner packing box of the passport blanks is made of corrugated cardboard and contains 100 (one hundred) passport blanks. Four inner boxes are packed in an outer box of reinforced corrugated cardboard. Each box is marked with a label with the name of the Goods, indicating the number of the box and their numbering range.

b. The inner packing box of polycarbonate blanks is made of corrugated cardboard and contains 500 (five hundred) cards. Four inner boxes are packed in an outer box of reinforced corrugated cardboard. Each box is marked with a label with the name of the Goods, indicating the number of the box and their numbering range.

4.11. The packing of the goods must contain the following inscriptions in English (*marking*):

Careful when transporting

Do not throw

Store in a dry place

Contract: _____

Supplier: _____

Street: _____
City: _____
Country: _____
Container No.: _____
Order: _____

5. Standards

5.1. The goods provided under the Contract shall comply with the requirements of the Technical Specifications.

5.2. The passport blank of the citizen of the Republic of Moldova (PA) shall hold a certificate issued by an independent and accredited laboratory for physical, electrical and LDS testing of the chip according to the following methodologies:

- Physical test methods for passport books (durability) - ICAO Doc 9303, ISO / IEC 18745-1;
- Test methods for non-contact interface devices (e-passports, smart cards, inlays, hardware) - ICAO Doc 9303, ISO/IEC 10373-6, ISO/IEC 18745;
- Test methods for application protocol and logical data structure - ICAO TR RF Protocol and Application Test Standard for eMRTD - Part 3. Tests for Application Protocol and Logical Data Structure. Version: 2.11 . Date – March, 2018 (ISO/IEC 18745-3);
- Test methods for conformity for the inspection system - ICAO TR RF PT. RF Protocol Testing. Part 4. Conformity test for Inspection Systems. Version: 2.11. Date – March,2018 (ISO/IEC 18745-4).

6. Obligations of the parties

6.1. Under this Contract the Supplier undertakes:

a) to ensure the manufacture of the Goods according to the requirements of the Technical Specifications;

b) to deliver the Goods under the conditions provided by this Contract;

c) to ensure the appropriate conditions for the receipt of the Goods by the Buyer, within the established terms, in accordance with the requirements of this Contract;

d) to ensure the integrity and quality of the Goods for the entire period until their receipt by the Buyer;

e) in the event of a discrepancy between the quality of the delivered Goods and the established requirements, the Buyer shall have the right to refuse to receive them. In this case, the Supplier shall be obliged to reimburse to the Buyer all direct costs related to the receipt of non-quality goods, as well as to reimburse the expenses for the payment of import duties.

f) in the event of a discrepancy between the quantity of the delivered Goods and the requirements of this Contract, the Supplier, on its own account, will deliver to the Buyer within the term established in point 9.4 of this Contract, the undelivered quantity of Goods.

6.2. Under this Contract, the Buyer undertakes:

a) to take all the necessary measures to ensure the receipt within the established term of the Goods ordered and delivered in accordance with the requirements of this Contract;

b) to ensure the payment of the Goods ordered and delivered, respecting the methods and terms indicated in this Contract;

c) to draw up written notifications regarding the detection of non-conformities (quality defects, non-conformities);

d) to ensure the proper storage of the delivered Goods;

e) to present the Statistical Report of the non-conformities of the Goods (drawn up according to the model in Annex no. 3) to agree on defects found in the previous month;

f) to send in writing, a notification to the Supplier regarding the quantity of non-compliant Goods including the cost of expenses incurred for delivery in foreign currency _____ (including

import duties) based on the legislation in force of the Republic of Moldova and the amount of VAT.

7. Circumstances justifying non-performance of the Contract

7.1. The parties shall be exempt from liability for partial or complete non-fulfillment of their obligations under this Contract if it is caused by the occurrence of circumstances justifying the non-performance of the contract (wars, natural calamities: fires, floods, earthquakes, and other circumstances beyond the control of the Parties).

7.2. The Party invoking the clause of the circumstances justifying the non-performance of the contract shall be obliged to inform immediately (but not later than 10 days) the other Party about the occurrence of the circumstances justifying the non-performance of the contract.

7.3. The occurrence of the circumstances justifying the non-performance of the contract, the time of commencement and the time limit for action shall be confirmed by an attestation notice, duly issued by the competent body in the country of the Party invoking such circumstances.

7.4. If, in the circumstances justifying the non-performance of the contract, it is amended by the additional agreement, including the modification of the terms of performance, in the event of a subsequent performance of the contract. When executing points 7.1 and 7.3, the parties shall modify the contract by additional agreement, regarding the partial or complete non-fulfillment of the obligations, including the modification of the terms in case of suspension and subsequent execution of the contract.

8. Resolution

8.1. This Contract may be terminated by mutual agreement of the Parties.

8.2. The contract may be terminated unilaterally by:

- a) the Buyer in case of refusal of the Supplier to deliver the Goods provided in this Contract;
- b) the Buyer in case of non-compliance by the Supplier with the terms of delivery of the Goods;
- c) the Supplier in case of non-compliance by the Buyer of terms of payment of the Good;
- d) the Supplier or the Buyer in case of dissatisfaction by one of the Parties of the claims submitted under this Contract.

8.3. The buyer shall have the right to unilaterally terminate the contract during its validity period in one of the following situations:

- a) the Supplier is, at the time of the contract award, in one of the situations that would determine its exclusion from the contract award procedure according to art. 19 of Law no. 131/2015 on public procurement;
- b) significant amendments were made to the contract, requiring a new public procurement procedure in accordance with article 76 of Law No. 131/2015 on public procurement;
- c) the contract should not have been awarded to the respective Supplier, taking into account a serious breach of the obligations resulting from Law no. 131/2015 on public procurement and / or international treaties to which the Republic of Moldova is a party, which has been established by a decision of a national or, where appropriate, international court.

8.4. The initiating party of the termination of the Contract shall be obliged to inform within 45 calendar days the other Party about its intentions by a motivated letter.

8.5. The notified party shall be obliged to respond within 45 calendar days of receipt of the notification. If no reply is given within the established time limit, the initiating party shall initiate the resolution.

9. Complaints and disputes resolution

9.1. Notifications regarding the quantity / quality of the Blanks delivered shall be forwarded to the Supplier and examined by the Supplier in accordance with the provisions of Article 4, and the complaints - in accordance with the provisions stated below.

9.2. Complaints regarding the quantity / quality of the delivered goods shall be submitted to the Supplier within 30 days from the detection of the respective defects.

9.3. The Supplier shall be obliged to examine the complaints submitted within 30 days from the date of their receipt and to inform the Buyer of the decision taken.

9.4. In case of recognition of the complaints, the Supplier shall be obliged, within 30 days, to deliver the undelivered quantity of goods to the Buyer, and in case of finding the improper quality, to replace or correct them in accordance with the requirements of the Contract.

9.5. The Supplier is responsible for the quality of the Goods within the established limits, including for hidden defects. In case of finding the non-compliance of the quality of the Goods with the established requirements, the Buyer shall have the right to refuse the receipt of the Goods. In this case, the Supplier shall be obliged to reimburse to the Buyer all direct costs, related to the receipt of non-qualitative Goods, as well as to reimburse the expenses for the payment of import duties.

9.6. In case of the quality deviation, the expenses for standstill or delays shall be borne by the guilty party.

9.7. The parties will make every effort to resolve any disputes and disagreements that may arise during the implementation of this Contract on an equal and agreed basis.

9.8. In settling the dispute, the Party alleging the violation of the provisions of this Contract shall be required to make a prior complaint to the other party, in accordance with the following requirements:

- complaints must be made in writing and sent by post with notification of receipt;
- the complaint must contain:
 - the circumstances and the attached documents, which confirm the violation of the provisions of this Contract
 - proposals for resolving the dispute.

9.9. If the response to the complaint is not submitted within the time limit, the party who received the complaint shall be deemed to have agreed to the requirements for the settlement of the dispute.

9.10. In case of impossibility of settlement, within 45 days from the date of submission of the claim, the dispute, arising from or in connection with the Contract, including its conclusion, execution or termination, shall be sent to the International Commercial Arbitration Court of the Chamber of Commerce and Industry of the Republic of Moldova, based on the Rules of Procedure of this court. The decision of the court shall be final and binding on the parties.

9.11. The legislation of the Republic of Moldova shall apply to the contract and its interpretation.

9.12. The Arbitration Court shall consist of 3 arbitrators: one selected from each party and one president selected by two arbitrators.

9.13. The language of the examination of the dispute shall be the state language of the Republic of Moldova.

9.14. Place of examination - Chisinau municipality, Republic of Moldova.

10. Sanctions

10.1. The form of guarantee of proper performance of the contract agreed by the Buyer is a bank letter or payment order, in the amount of ___% of the value of the Contract.

10.2. For the refusal to deliver the Goods provided for in this Contract, the guarantee of proper performance of the contract, established in accordance with point 10.1, will be retained.

10.3. For late delivery of the Goods, the Supplier bears material liability in the amount of 0.1% of the amount of the Goods not delivered, for each day of delay, but not more than 3.0% of the total amount of this Contract. If the delay exceeds 30 days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the latter shall

extend the term of validity of the guarantee of proper performance of the contract, otherwise, it shall be considered a refusal to deliver the Goods provided for in this Contract, and the Supplier shall lose the guarantee of proper performance of the Contract established in accordance with the provisions of clause 10.1.

10.4. For late payment for the Goods, the Buyer shall bear the material liability in the amount of 0.01% of the unpaid amount on time, for each day of delay, but not more than 0.2% of the unpaid amount on time.

10.5. A working day of delay is considered the first working day after the expiration date of the delivery period as well as the due date.

10.5. The amount of penalty accrued to the Supplier under this Contract may be deducted (withheld) by the Buyer from the amount of payment for the Goods / Services delivered / provided.

11. Intellectual property rights

11.1. The supplier shall be obliged to compensate the Buyer against any:

a) complaints and legal action stemming from the infringement of intellectual property rights (patents, names, trademarks, etc.), related to the equipment, materials, installations or machinery used for or in connection with the Purchased Goods, and

b) damages-interests, costs, fees and expenses of any kind, related, except in the situation where such violation results from the compliance with the Technical Assignment prepared by the Buyer.

11.2. The Supplier will defend the Buyer in any process or in any proceedings initiated against the Buyer, if they are based on the claim that the Goods provided by the Supplier in accordance with this Contract infringe the intellectual or industrial property rights of third parties in the Republic of Moldova, provided that the Supplier shall be promptly notified in writing and given the authority to exercise the protection in such litigation or trial. The Buyer must give the Supplier with the opportunity to protect and resolve any dispute under the Supplier's liability, and the Buyer must refrain from any testimony, statements or agreements with third parties arising from such claims.

11.3. The Buyer must also comply with the Supplier's instructions and provide all information, documentation, evidence and reasonable assistance in connection with the claimed complaint, enabling the Supplier to take all necessary measures to subsequently prevent such infringements.

11.4. If a part of the Goods is considered an infringement of a third party industrial or intellectual property rights, and will result in the illegality or impossibility of their use, the Supplier must, at its own discretion, acquire for the Buyer the right to continue to use the Goods or to replace them with the equivalent Goods, which do not infringe anyone's rights, but have the same functionality or change the goods in such a way as not to infringe anyone's rights, but to preserve the functional equivalents.

11.5 The Supplier has no obligations to the Buyer under the provisions of this article, if any infringement of the patent or copyright or a claim in this connection is based on the use of the Goods together with the Buyer's products or other devices contrary to the Supplier's indications or used in another way, for which the Goods are not intended or if the Goods have been modified or replaced by the Buyer and / or at its request and / or its customers or third parties request, without the prior consent of the Supplier.

11.6. The intellectual property over the Delivered Goods belongs to the Buyer. The copyright and the intellectual property right over the Design of the Goods belong to the Buyer and they are not transmitted to the Supplier, the latter having the right to make and deliver the Goods only to the Buyer and only under this Contract. The copyright and the intellectual property right of all specifications, of the design and graphic works related to making of the Goods, which have been elaborated (*personalized*) by the Supplier specifically for the Buyer in the context of this Contract (*with the exception of patentable discoveries, inventions, methods and solutions that were the property of the Supplier prior to the signing of the Contract and which must remain the*

property of the Supplier) pass to the Buyer after the delivery.

11.7. As proof of the implementation of provisions of point 11.6 of this Contract, the Supplier will send to the Buyer the technical documentation used in the manufacture of the Goods according to the Contract, the Design of the Goods, elaborated in digital format (*PDF format*) and recorded on CD.

11.8. Any sketches, background drawings, safety element stock images or other material and / or electronic forms in which the Design of the Goods is inserted remain the property of the Buyer, and Supplier shall be obliged to return them to the Buyer on the basis of a a transfer and acceptance act upon termination of the Contract.

11.9. The Supplier shall be obliged not to disclose, not to use in its own interest or in the interest of third parties, directly or indirectly, not to transmit to persons not approved by the Buyer the Goods Design information, and not to use it outside the Contract.

11.10. In case of infringement of the provisions of point 11.9, the Supplier shall pay the Buyer a fine in the amount of _____euro.

12. Final provisions

12.1. Disputes that may arise from this Contract shall be settled amicably by the Parties. Otherwise, they will be submitted for examination in the court indicated in point 9.10.

12.2. The Contracting Parties have the right, during the performance of the contract, to agree on the modification of the contract terms, by an additional agreement, only in the event of circumstances that prejudice their legitimate commercial interests and which could not be foreseen at the date of conclusion of the contract. Modifications and additions to this Contract shall be valid only if made in writing and signed by both Parties.

12.3. Except as is otherwise expressly provided in the Contract, all notifications regarding the sending of messages, requests, letters or other correspondence between the Parties or notifications under this Contract must be made in writing, delivered in person or sent by registered mail to the postal address or other means of communication, previously agreed by the parties and sent to the postal address, by e-mail or fax, indicated below:

The Buyer:

Consignee: Public Institution „Public Services Agency”

Address: 42 Aleksandr Puşkin Street, MD 2012, Chişinău municipality, Republic of Moldova

Fax: +373 22 21-22-59

Telephone: +373 22 50-46-54

E-mail: asp@asp.gov.md

Contact person:

Telephone:

E-mail:

The Supplier:

Shipper:

Address:

Fax:

Telephone:

E-mail:

Contact person:

Telephone

Email:

12.4. Notifications of the Parties shall be considered to have been received:

- on the date of transmission, if transmitted in person;
- within 7 (seven) working days from the date of transmission, if the notification was sent by post by registered letter;
- on the date of sending the notification, if it was sent by e-mail;

- on the date indicated in the delivery confirmation, if it is sent by fax.

12.5. The parties undertake to inform each other regarding any changes to the contact details for notifications indicated in this section of the Contract, within 7 (seven) working days from the date of such changes.

12.6. For communication the parties will use the Romanian or the English languages.

12.7. If in the text of this Contract, there is a reference to a certain period and provided that the last day of the Contract is a day off (*Saturday, Sunday or a non-working day of the official holiday*), the specified period shall be extended until the end of the working day following the day off.

12.8. Neither Party shall have the right to transfer its obligations and rights set forth in this Contract to third parties without the written consent of the other Party.

12.9. This Contract is drawn up in two copies in the state language of the Republic of Moldova and two copies translated into _____, one copy in each language for the Supplier and the Buyer, priority is given to copies made in the state language of the Republic of Moldova.

12.10. This Contract is hereby concluded and shall come into force on the date of its signature.

12.11. This Contract shall be valid until December 31, 2025 in terms of delivery of the Goods. The rest of the obligations of the Parties shall remain in effect until their full performance.

12.12. This Contract represents the whole agreement of the parties and shall be considered signed on the day of putting the last signature of one of the parties.

12.13. In order to confirm the above, the Parties have signed this Contract in accordance with the legislation of the Republic of Moldova.

Legal, postal and payment requisitions of the Parties

Supplier	Buyer Public Institution „Public Services Agency”
	42 Aleksandr Puşkin Street, Chişinău municipality Telephone: 0-22-50-44-32 IBAN MD97VI000002224212555MDL Bank: CB "Victoriabank" JSC The bank postal address: Branch Office no. 12, Chisinau Code: VICBMD2X884 Fiscal Code: 1002600024700

Signatures of the Parties

Supplier	Buyer Public Institution „Public Services Agency”
Authorized signature: Director _____	Authorized signature: Director Mircea EŞANU _____
S.P.	S.P.

Technical specifications

Code CPV	Name of the goods	Item model	Country of origin	Manufacturer	Full technical specification
1	2	3	4	5	6
22400000-4	Blanks (booklets) of identity documents of the National Passport System, driving licenses and registration certificates				
	1. Blanks (booklets) – Passport of the citizen of the Republic of Moldova (PA)				ST MD 35-37603221-217:2021 <i>Passport of the citizen of the Republic of Moldova with polycarbonate datapage (PA)</i>
	2. Polycarbonate blanks (booklets) – Identity card of the citizen of the Republic of Moldova (CA)				ST MD 35-37603221-204:2021 <i>Identity Card (CA) of ID-1 format of polycarbonate Technical task</i>
	3. Polycarbonate blanks (booklets) – driving license (DL)				ST MD 35-37603221-206:2021 <i>- Driving license (DL) of ID-1 format of polycarbonate Technical task</i>

	<p>4. Polycarbonate blanks (booklets) – <i>Vehicle Registration Certificate (VP)</i></p>				<p>ST MD 35-37603221-207:2021 <i>Vehicle Registration Certificate (VP)</i> of ID-1 format of polycarbonate Technical task</p>
	<p>5. Polycarbonate blanks (booklets) – <i>Permanent residence permit (CR)</i></p>				<p>ST MD 35-37603221-209:2021 <i>Permanent residence permit (CR)</i> of ID-1 format of polycarbonate Technical task</p>
	<p>6. Polycarbonate blanks (booklets) – <i>Identity card of a stateless person (CC)</i></p>				<p>ST MD 35-37603221-208:2021 <i>Identity card of a stateless person (CC)</i> of ID-1 format of polycarbonate Technical task</p>
	<p>7. Polycarbonate blanks (booklets) – <i>Refugee Identity Card (IR)</i></p>				<p>ST MD 35-37603221-211:2021 <i>Refugee Identity Card (IR)</i> of ID-1 format of polycarbonate Technical task</p>
	<p>8. Polycarbonate blanks (booklets) – <i>Identity card for beneficiaries of humanitarian protection (IH)</i></p>				<p>ST MD 35-37603221-210:2021 <i>Identity card for beneficiaries of humanitarian protection (IH)</i> of ID-1 format of polycarbonate Technical task</p>

	9. Polycarbonate blanks (booklets) <i>– Temporary residence permit for the foreign nationals (IR)</i>				ST MD 35-37603221-212:2021 <i>Temporary residence permit for the foreign nationals (IR) of ID-1 format of polycarbonate</i> <i>Technical task</i>
	10. Polycarbonate blanks (booklets) <i>– Temporary residence permit for stateless people (IC)</i>				ST MD 35-37603221-213:2021 <i>Temporary residence permit for stateless people (IC) of ID-1 format of polycarbonate</i> <i>Technical task</i>

Signatures of the Parties

Supplier	Buyer Public Institution „Public Services Agency”
<p align="center">Authorized signature:</p> <p>Director</p> <p>_____</p> <p>S.P.</p>	<p align="center">Authorized signature:</p> <p>Director</p> <p>Mircea EȘANU _____</p> <p>S.P.</p>

Price specifications

Name of the goods	G.U.	Quantity	Unit price (excluding VAT)	Unit price (VAT included)	Amount excluding VAT	Amount with VAT
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
Blanks (booklets) of identity documents of the National Passport System, driving licenses and registration certificates						
Blank (booklet) – Passport of the citizen of the Republic of Moldova (PA)	<i>pieces</i>	1 500 000				
Polycarbonate blanks (booklets) – Identity card of the citizen of the Republic of Moldova (CA)	<i>pieces</i>	782 000				
Polycarbonate blanks (booklets) – driving license (DL)	<i>pieces</i>	317 600				
Polycarbonate blanks (booklets) - Vehicle Registration Certificate (VP)	<i>pieces</i>	532 000				
Polycarbonate blanks (booklets) - Permanent residence permit (CR)	<i>pieces</i>	3 160				
Polycarbonate blanks (booklets) – Identity card of a stateless person (CC)	<i>pieces</i>	210				
Polycarbonate blanks (booklets) – Refugee Identity Card (RI)	<i>pieces</i>	190				
Polycarbonate blanks (booklets) -- Identity card for beneficiaries of humanitarian protection (IH)	<i>pieces</i>	320				
Polycarbonate blanks (booklets) – Temporary residence permit for the foreign nationals (IR)	<i>pieces</i>	29 500				
Polycarbonate blanks (booklets) – Temporary residence permit for stateless people (IC)	<i>pieces</i>	20				
TOTAL						

Signatures of the Parties

Supplier	Buyer Public Institution „Public Services Agency”
Authorized signature: Director _____ S.P.	Authorized signature: Director Mircea EȘANU _____ S.P.

DELIVERY PLAN

Nr.	Name	Quantity	Expected deadlines
First delivery			
1	Technological needs and blanks (booklets) models:		
	1.1 Blanks (booklets) models – <i>Passport of the citizen of the Republic of Moldova (PA) (Serial number XX 0000000)</i>	1000	Within up to 4 months from the date of signing the contract
	1.2 Polycarbonate blanks (booklets) models:	2500	
	- Identity card of the citizen of the Republic of Moldova (CA)	300	
	- Driving license (DL)	310	
	- Vehicle Registration Certificate (VP)	330	
	- Permanent residence permit (CR)	260	
	- Identity card of a stateless person (CC)	260	
	- Refugee Identity Card (RI)	260	
	- Identity card for beneficiaries of humanitarian protection (IH)	260	
	- Temporary residence permit for the foreign nationals (IR)	260	
	- Temporary residence permit for stateless people (IC)	260	
2	Blank (booklet) - <i>Passport of the citizen of the Republic of Moldova (PA)</i>	200 000	Within up to 5 months from the date of signing the contract
3	Polycarbonate blanks (booklets) – <i>Identity card of the citizen of the Republic of Moldova (CA)</i>	136 000	
4	Polycarbonate blanks (booklets) – <i>Driving license (DL)</i>	50 000	
5	Polycarbonate blanks (booklets) – <i>Vehicle Registration Certificate (VP)</i>	85 000	
6	Polycarbonate blanks (booklets) – <i>Permanent residence permit (CR)</i>	700	
7	Polycarbonate blanks (booklets) – <i>Identity card of a stateless person (CC)</i>	50	
8	Polycarbonate blanks (booklets) – <i>Refugee Identity Card (RI)</i>	30	
9	Polycarbonate blanks (booklets) – <i>Identity card for beneficiaries of humanitarian protection (IH)</i>	10	
10	Polycarbonate blanks (booklets) – <i>Temporary residence permit for the foreign nationals (IR)</i>	3 500	
11	Polycarbonate blanks (booklets) – <i>Temporary residence permit for stateless people (IC)</i>	6	
The Buyer is entitled to modify the order execution schedule during the delivery years with the consent of the Supplier			

YEAR 2023			
1	Blank (booklet) - <i>Passport of the citizen of the Republic of Moldova (PA)</i>	500 000	During the year 2023 based on the Buyer's orders
2	Polycarbonate blanks (booklets) – <i>Identity card of the citizen of the Republic of Moldova (CA)</i>	258 000	
3	Polycarbonate blanks (booklets) - <i>Driving license (DL)</i>	105 000	
4	Polycarbonate blanks (booklets) - <i>Vehicle Registration Certificate (VP)</i>	180 000	
5	Polycarbonate blanks (booklets) - <i>Permanent residence permit (CR)</i>	920	
6	Polycarbonate blanks (booklets) - <i>Identity card of a stateless person (CC)</i>	60	
7	Polycarbonate blanks (booklets) - <i>Refugee Identity Card (RI)</i>	60	
8	Polycarbonate blanks (booklets) - <i>Identity card for beneficiaries of humanitarian protection (IH)</i>	120	
9	Polycarbonate blanks (booklets) - <i>Temporary residence permit for the foreign nationals (IR)</i>	10 000	
10	Polycarbonate blanks (booklets) - <i>Temporary residence permit for stateless people (IC)</i>	6	
The Buyer is entitled to modify the order execution schedule during the delivery years with the consent of the Supplier			
YEAR 2024			
1	Blank (booklet) - <i>Passport of the citizen of the Republic of Moldova (PA)</i>	500 000	During the year 2024 based on the Buyer's orders
2	Polycarbonate blanks (booklets) - <i>Identity card of the citizen of the Republic of Moldova (CA)</i>	258 000	
3	Polycarbonate blanks (booklets) - <i>Driving license (DL)</i>	105 000	
4	Polycarbonate blanks (booklets) - <i>Vehicle Registration Certificate (VP)</i>	180 000	
5	Polycarbonate blanks (booklets) - <i>Permanent residence permit (CR)</i>	940	
6	Polycarbonate blanks (booklets) - <i>Identity card of a stateless person (CC)</i>	60	
7	Polycarbonate blanks (booklets) - <i>Refugee Identity Card (RI)</i>	60	
8	Polycarbonate blanks (booklets) - <i>Identity card for beneficiaries of humanitarian protection (IH)</i>	120	
9	Polycarbonate blanks (booklets) - <i>Temporary residence permit for the foreign nationals (IR)</i>	10 000	
10	Polycarbonate blanks (booklets) - <i>Temporary residence permit for stateless people (IC)</i>	5	
The Buyer is entitled to modify the order execution schedule during the delivery years with the consent of the Supplier			
YEAR 2025			
1	Blank (booklet) - <i>Passport of the citizen of the Republic of Moldova (PA)</i>	300 000	During the year 2025 based on the Buyer's orders
2	Polycarbonate blanks (booklets) - <i>Identity card of the citizen of the Republic of Moldova (CA)</i>	130 000	

3	Polycarbonate blanks (booklets) <i>- Driving license (DL)</i>	57 600	
4	Polycarbonate blanks (booklets) <i>- Vehicle Registration Certificate (VP)</i>	87 000	
5	Polycarbonate blanks (booklets) <i>- Permanent residence permit (CR)</i>	600	
6	Polycarbonate blanks (booklets) <i>- Identity card of a stateless person (CC)</i>	40	
7	Polycarbonate blanks (booklets) <i>- Refugee Identity Card (RI)</i>	40	
8	Polycarbonate blanks (booklets) <i>- Identity card for beneficiaries of humanitarian protection (IH)</i>	70	
9	Polycarbonate blanks (booklets) <i>- Temporary residence permit for the foreign nationals (IR)</i>	6 000	
10	Polycarbonate blanks (booklets) <i>- Temporary residence permit for stateless people (IC)</i>	3	

The Buyer is entitled to modify the order execution schedule during the delivery years with the consent of the Supplier

Signatures of the Parties:

Supplier	Buyer Public Institution „Public Services Agency”
Authorized signature: Director _____ S.P.	Authorized signature: Director Mircea EȘANU _____ S.P.

Cerere comanda model

DELIVERY ORDER TEMPLATE no.

Date:
Serial
Number:

To

	Customer
	Terms:

Ship To

	Ship Week Of
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Order #	Delivery Via	Routing
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Please Ship the Following Items as Specified

Item	Quantity Ordered	Description	Unit Count	Unit Price Without VAT	Total Amount Without VAT (Euro)
1					
2					
				Total	

Special Instructions	Date	Approval Signature
	Customer: Signature	
	Title:	

Supplier

Buyer

RAPORT STATISTIC
cu privire la rebutul Furnizorului pentru blanchete în perioada _____

STATISTICAL REPORT
on rejects of the Provider (*Producer*) of the blanks in the period _____

	Lista neconformităților List of non-conformance	Cantitate Quantity
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
	Cantitatea blanchetelor rebutate Quantity of defected blanks	
	Cantitatea blanchetelor valabile Quantity of valid blanks	

Note:

Bunurile (blanchetele) specificate în Raportul Statistic sunt supuse distrugerii de către Cumpărător la sediul Instituției Publice „Agenția Servicii Publice”.

După semnarea de către Părți a Raportului Statistic, actele de distrugere ale Bunurilor vor fi semnate de către reprezentanții Instituției Publice „Agenția Servicii Publice”.

Notes:

The Goods (blanks) specified in this Statistical Report are subject to the destruction by the Buyer on the territory of the PI „Public Services Agency”.

After the signing of this Statistical Report by the Acts on the destruction of Goods shall be signed by the representatives of the PI „Public Services Agency”.

Din numele Cumpărătorului / On behalf of the Buyer

Din numele Furnizorului / On behalf of the Provider

RAPORT STATISTIC
cu privire la rebutul Furnizorului pentru blanchetele pe suport de policarbonat
în perioada _____

STATISTICAL REPORT
on rejects of the Provider (*Producer*) of the Polycarbonate blanks in the period _____

	Lista neconformităților List of non-conformance	CA	DL	VP	Proiectele Biroului Migrație Azil / Bureau for Migration and Asylum					
					IR	CR	CC	IC	RI	IH
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
Cantitatea blanchetelor rebutate Quantity of defected blanks										
Cantitatea blanchetelor valabile Quantity of valid blanks										

Notă:

Bunurile (blanchetele) specificate în Raportul Statistic sunt supuse distrugerii de către Cumpărător la sediul Instituției Publice „Agenția Servicii Publice”.

După semnarea de către Părți a Raportului Statistic, actele de distrugere ale Blanchetele vor fi semnate de către reprezentanții Instituției Publice „Agenția Servicii Publice”.

Notes:

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Din numele Cumpărătorului / On behalf of the Buyer

Din numele Furnizorului / On behalf of the Provider

Signatures of the Parties

Supplier	Buyer Public Institution „Public Services Agency”
Authorized signature: Director _____ S.P.	Authorized signature: Director Mircea EȘANU _____ S.P.