

CONTRACT - TEMPLATE

**CONTRACT no. _____
on the purchase of **services****

1. GENERAL PART

Object of purchase: **Technical support services for the EJBCA software product
CPV Code: 72250000-2**

Date of application of the last signature

Chisinau Municipality

The Provider	The Beneficiary
_____, the full name of the enterprise, association, organization) represented by _____, (position, last name, first name) acting on the basis of _____, (Statute, Regulation, Decision etc.) hereinafter referred to as the <i>Provider</i> , _____ the number and date of registration in the State Register) on the one part,	Public Institution „Public Services Agency”, represented by _____, (position, last name, first name) acting on the basis of the Statute , hereinafter referred to as the <i>Beneficiary</i> , IDNO 1002600024700 , date of registration in the State Register of Legal Entities: 19.07.2017, on the other part,

hereinafter jointly referred to as the *Parties*, and each separately as the *Party*, have entered into this Contract relating to the following:

- a. The procurement of **Technical support services for the EJBCA software product** hereinafter referred to as the Services, according to the procurement procedure Open Tender No. _____ of _____, based on the Decision of the Beneficiary's Working Group on Public Procurement No. ____ of _____.
- b. The following documents will be considered integral parts of the Contract:
 - a) **Annex no. 1-Technical Specifications;**
 - c) **Annex no. 1.1 - Technical Requirements for the Technical support services for EJBCA software product;**
 - b) **Annex no. 2 -Price Specifications.**
- c. In case of any discrepancies or inconsistencies between the component documents of the Contract, the documents shall have the order of priority as specified above.
- d. As a counter value of payments to be made by the Beneficiary, the Provider hereby undertakes to provide the Services to the Beneficiary in compliance with the Contract provisions in all the aspects.
- e. The Beneficiary hereby undertakes to pay to the Provider, as a counter value of the Services provided, the price of the Contract under the terms and modality established in the Contract.

1. Object of the Contract

- 1.1. The Provider undertakes to provide the Services in accordance with the specifications stated in Annexes no.1, 1.1. and 2, which are integral parts to this Contract.
- 1.2. The Beneficiary, in turn, undertakes to pay for and accept the Services provided by the Provider.
- 1.3. The Services provided under the Contract shall comply with the requirements indicated in Annexes no. 1 and 1.1 to this Contract.

2. Terms and Conditions of Service Provision

- 2.1. The Services shall be provided by the Provider upon the Beneficiary's request, **remotely, via telephone and e-mail/Internet**, for the period **January - December 2026**, in accordance with the specifications set forth in **Annexes no. 1 and 2** to this Contract.

2.2. The accompanying documentation for the Services shall include:

- The Invoice/Tax Invoice issued through SIA „e-Factura”;
- Act of Services provision of.

2.3. The Invoice/Tax Invoice shall be presented to the Beneficiary by the Provider after the signing of the Contract. The Act of Service provision shall be presented after the full execution of the Contract. The Services shall be deemed properly performed upon the signing of the Act of Service provision by the Parties without any objections.

3. Price and Conditions of Payment

3.1. The price of the Services provided under this Contract shall be established in _____MDL/EURO, being indicated in the Price Specifications stated in Annex no. 2 to this Contract.

3.2. The total amount of this Contract is: _____MDL/EURO, without VAT. According to the exchange rate of the National Bank of Moldova dated 00.00.0000 (the date of opening the offer) 1 EUR = 00,00 MDL, the amount of the offer in MDL is 0000,00 MDL without VAT.

3.3. Payments for the provided Services shall be made in MDL/EURO.

3.4. The method and conditions of payment by the Beneficiary shall be: in advance, within up to 20 (twenty) business days after the submission of the Invoice/Tax Invoice issued through the SIA “e-Factura” and its acceptance without objections by the Beneficiary.

3.5. Payments will be made by bank transfer to the settlement account of the Provider as indicated in this Contract.

4. Conditions of handing-over and acceptance

4.1. The Services shall be deemed to have been provided by the Provider and accepted by the Beneficiary, if:

- a) the quantity of Services corresponds to the information indicated in Annexes no. 1, 1.1 and 2 to this Contract and the accompanying documents according to point. 2.2. of this Contract.
- b) the quality of Services corresponds to the information indicated in the requirements in Annexes no.1 and 1.1. to this Contract.

4.2. The Provider shall be obliged to submit to the Beneficiary the original Invoice/Tax Invoice after the signing of the Contract, for the purpose of making the payment. In case of failure by the Provider to comply with this clause, the Beneficiary reserves the right to extend the payment term provided in point 3.4 by the corresponding number of days of delay and shall be exempted from the obligation to pay the penalty stipulated in point 10.4.

5. Standards

5.1. The Services provided under this Contract shall meet the requirements set out Annexes no. 1. and 1.1 to this Contract.

5.2. When no applicable standard or regulation is mentioned, the standards or other regulations authorized in the Republic of Moldova shall be respected.

6. Obligations of the Parties

6.1. Pursuant to this Contract, **the Provider undertakes to:**

- a) provide the Services in accordance with the provisions of this Contract;
- b) notify the Beneficiary, after signing this Contract, within **5 calendar days**, by telephone/fax or electronic means, about the availability of Services provision;
- c) to ensure the appropriate conditions for receiving the Services by the Beneficiary within the established time limits, in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of the Services for the entire period of the Contract validity.

6.2. Pursuant to this Contract, the **Beneficiary undertakes to:**

- a) take all necessary measures to ensure the acceptance of provided Services within the established time limit in accordance with the requirements of this Contract;
- b) to ensure the due payment for the Services, in accordance with the terms and conditions indicated in this Contract.

7. Circumstances justifying non-performance of the contract

7.1. The parties shall be exempted from liability for the partial or complete non-fulfillment of the obligations under this Contract, if this is caused by the occurrence of some circumstances that justify the non-execution of the Contract (wars, natural disasters: fires, floods, earthquakes, as well as other circumstances that do not depend on the will of the Parties).

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

7.3. The occurrence of circumstances that justify the non-execution of the Contract, the moment of occurrence of such circumstances and their duration must be confirmed by a certification notice, duly issued by the competent authority in the country of the Party invoking such circumstances.

7.4. If circumstances that justify the non-execution of the Contract occur, it shall be modified by an Additional Agreement, including the modification of the terms of execution, in case of a subsequent execution of the Contract. When points 7.1. and 7.3. are executed, the Parties modify the Contract by an Additional Agreement, regarding the partial or complete non-fulfillment of the obligations, including the modification of terms in case of suspension and subsequent execution of the Contract.

8. Termination

8.1. The Contract may be terminated by mutual consent of the Parties.

8.2. The Contract may be terminated unilaterally by:

- a) The Beneficiary, if the Provider refuses to provide the Services under this Contract;
- b) The Beneficiary, in case the Provider fails to observe the established delivery terms;
- c) The Provider, in case the Beneficiary fails to observe the payment due dates for the Services;
- d) The Provider or Beneficiary, in case one of the Parties fails to satisfy the claims submitted under this Contract.

8.3. The Beneficiary may unilaterally terminate this contract during its validity period in any of the following situations:

- a) The Provider was, at the moment of awarding the contract, in one of the situations that would determine its exclusion from the awarding procedure pursuant to the art. 19 of the Law no.131/2015 on the public procurements;
- b) The Contract has been the subject of a substantial amendment requiring a new public procurement procedure in accordance with the art. 76 of the Law no.131/2015 on the public procurements;
- c) The Contract should not have been awarded to the respective Provider, bearing in mind a serious breach of obligations resulting from the Law no. 131/2015 on public procurements and/or any international treaties to which the Republic of Moldova is party, which was ascertained by a decision of a national or, as the case may be, international judiciary authority.

8.4. The Party initiating the process of Contract termination shall be obliged to notify the other Party about its intentions by a reasoned letter within **5 business days**.

8.5. The notified Party is obliged to answer within **5 business days** from the receipt of the notification. If the answer is not given within the established time limits, the initiating Party shall initiate the Contract termination.

9. Complaints

9.1. The complaints on the quantity of the provided Services shall be submitted to the Provider at the time of their acceptance, being confirmed by a document drawn up jointly with the **Beneficiary** according to its internal regulations.

9.2. The claims on quality of the provided Services shall be submitted to the Provider within **20 business days** from the moment of quality defects identification.

9.3. The Provider is obliged to examine the submitted complaints within **5 business days** from their acceptance and inform the Beneficiary about the decision made.

9.4. In case of the recognition of claims the Provider is obliged to additionally deliver to the Beneficiary the quantity of unprovided Services within **5 calendar days** and, if inappropriate quality is detected – to substitute or correct them in accordance with the requirements of the Contract, within a term nominated above, without additional costs for the Beneficiary.

9.5. The Provider shall bear responsibility for the quality of Services within the established limits, including for the hidden defects.

9.6. In case of deviation from the quality of Services, the expenses for downtime or delay shall be covered by the guilty Party.

9.7. Upon the resolution of the dispute, the Party that claims the violation of the provisions of this Contract shall be obliged to submit a prior complaint to the other Party in accordance with the following requirements:

- **Complaints must be made in writing and sent by post with advice of receipt;**
- **The complaint must contain:**
 - **The circumstances and attached documents, which confirm the violation of the provisions of this Contract;**
 - **Proposals to resolve the dispute that has arisen.**

9.8. If the response to the complaint is not presented within the established term, the Party that has received the complaint shall be deemed to have agreed with the requirements for resolving the dispute.

9.9. In the event that settlement is not possible, within 30 (thirty) days from the date of presentation of the complaint, the dispute arising from or in connection with the Contract, including its conclusion, execution or termination, will be submitted for examination in accordance with the provisions of point 12.1 of this Contract.

10. Penalties

10.1. The form of performance security for the Contract, as agreed by the Beneficiary, is the payment order on the transfer to the Beneficiary's settlement account, in the amount of 5,0 % of the total amount of the Contract

10.2. For refusal to provide the Services or for their improper provision, the Performance Security established in accordance with the provisions of point 10.1 shall be withheld from the Provider.

10.3. In case of late provision of the Services, the Provider shall bear the compensation in the amount of 0.5 % of the amount of not provided Services, for each day of delay, but not more than 5,0 % of the total amount of this Contract. If the delay in the provision of Services or the delay in removing the shortcomings related to their provision exceeds 10 (ten) days, the Provider shall provide the Beneficiary with a written explanation. If the Beneficiary accepts the Provider's explanation, the mentioned delays shall not be considered as refusal to provide the Services, applying only the penalties set forth above. Otherwise, it shall be considered as a refusal to provide the Services provided for in this Contract and the Performance Security established in accordance with the provisions of point 10.1. shall be withheld from the Provider.

10.4. In case of late payment for the Services, the Beneficiary shall bear the compensation in the amount of 0,1 % of the amount for Services not paid on time, for each day of delay, but not more than 2,0 % of the total amount of this Contract.

10.5. The first day after the date that constitutes the delivery deadline, as well as the payment deadline, shall be considered a day of delay.

10.6. The amount of the penalty calculated to the Provider under this Contract may be deducted (withheld) by the Beneficiary from the amount of the performance security.

11. Intellectual Property Rights

11.1. The Provider shall be obliged to indemnify the Beneficiary against any:

- a) Complaints and legal actions, resulting from the violation of intellectual property rights (patents, names, registered trademarks, etc.), related to the equipment, materials, installations or machinery used for or in connection with the provided Services, and
- b) Damages, costs, related taxes and expenses of any kind, except for the situation in which such a violation results from compliance with the Technical Specifications required by the Beneficiary.

12. Final Provisions

12.1. Disputes that may arise from this Contract will be resolved by the Parties amicably. Otherwise, they will be submitted for examination to the competent court of law, at the Beneficiary's headquarters -according to the legislation of the Republic of Moldova,.

12.2. The contracting Parties have the right, during the performance of the Contract, to agree on the modification of clauses of the Contract, by an Additional Agreement, only on the occurrence of circumstances that harm their legitimate commercial interests and which could not be foreseen at the time of concluding the Contract. Amendments and additions to this Contract shall be valid only if they are made in writing and signed by both Parties.

12.3. None of the Parties has the right to transfer its obligations and rights stipulated in this Contract to third parties without the written consent of the other Party.

12.4. This Contract is electronically signed by both Parties and is automatically delivered by electronic means in Romanian and in English translation, one copy in each language for the Provider and the Beneficiary, with priority given to the versions drawn up in Romanian. In the event that the Contract is signed by both Parties on paper, it shall be drawn up in two copies in Romanian and two copies translated into English, one copy in each language for the Provider and the Beneficiary, with priority given to the versions drawn up in Romanian.

12.5. This Contract is considered to be concluded on the date of signing and enters into force on **January 1, 2026**.

12.6. This Contract is valid until **December 31, 2026**.

12.7. This Contract is an agreement of the will of the Parties and is deemed to be signed on the date of application of the last signature by one of the Parties.

12.8. To confirm the aforementioned, the Parties have signed this Contract in accordance with the legislation of the Republic of Moldova, on the date and year indicated above.

II. SPECIAL CONTRACT CONDITIONS

1. The Services shall be provided remotely, for the software product installed at the address: 42, A. Pushkin Street, Chisinau Municipality.
2. In order to apply the provisions of international treaties on the avoidance of double taxation with non-residents, the Provider shall present a copy of the Certificate of Residence issued by the competent authority of its state of residence, or an extract from the official website of the authority in the state of residence (if issued in Romanian or English) confirming its tax residence. Otherwise, the Beneficiary shall withhold income tax at a rate of 12% from the payments due, in accordance with the provisions of the Tax Code of the Republic of Moldova. A copy or extract of the Certificate of Residence issued in a foreign language shall be submitted together with a translation into Romanian, except where it is issued in English. The copy or extract of the Certificate of Residence shall be submitted prior to the payment by the Beneficiary.
3. Except as otherwise expressly provided in this Contract, all notifications regarding the transmission of messages, requests, letters, and other types of correspondence between the Parties, as well as notifications under this Contract, shall be made in writing and delivered by registered mail or by other means of communication to the postal or electronic addresses of the Parties.
4. Each Party shall designate a person responsible for coordinating the performance of the Contract, as well as for the transmission and receipt of notifications/correspondence related to support and assistance services.
Contact details of the persons designated by the Parties:
Beneficiary:
Name, Surname, contact phone: 0000, E-mail: 0000.
Provider:
Name, Surname, contact phone: 0000, E-mail: 0000.
5. Notifications shall be deemed received:
 - on the date of transmission, if sent by e-mail;
 - after 5 (five) business days, if sent by registered mail;
 - on the date of confirmation, if sent by fax.
6. The Parties undertake to inform each other of any changes to the contact details for notifications indicated in this section of the Contract within 5 (five) business days from the date such changes occur.
7. Language of Communication: Romanian/English.

Legal, postal and bank details of the Parties:

The Provider	The Beneficiary Public Institution “Public Services Agency”
Legal address: IDNO : EUR Acc. No: SWIFT: Phone number: E-mail:	Legal address: 42, Aleksandr Puskin Street, Chisinau municipality. Phone number: 022-50-44-20 Bank: „Victoriabank” JSC IBAN: MD76VI000000002224912402MDL MD76VI000000002224912402EUR Tax code: 1002600024700 Bank code: VICBMD2X

Signatures of the Parties

The Provider	The Beneficiary Public Institution “Public Services Agency”
<i>Authorised signature:</i> _____	<i>Authorised signature:</i> _____

Annex no.1
to the Contract no. _____
of _____ 2025

TECHNICAL SPECIFICATIONS - *according to data from Annex no. 22*

Object of purchase: Technical support services for the EJBCA software product

**TECHNICAL REQUIREMENTS FOR THE TECHNICAL SUPPORT SERVICES FOR
EJBCA SOFTWARE PRODUCT**

Object of purchase: **Technical support services for the EJBCA software product**

Annex no. 2
to the Contract no. _____
of _____ 2025

PRICE SPECIFICATIONS - *according to data from Annex no. 23*

Object of purchase: *Technical support services for the EJBCA software product*