

CONTRACT – SAMPLE

CONTRACT No. _____
on the procurement of goods

I. GENERAL PART

Object of procurement: Specialised equipment for personalising polycarbonate cards

CPV code: 22520000-1

” _____ ” _____ 2023

Chisinau mun.

Supplier of goods	Contracting authority
<p>_____, <i>(full name of company, association, organisation)</i> represented by _____, <i>(position, name, surname)</i> acting under _____, <i>(statute, regulation, decision, etc)</i> hereinafter referred to as <i>Supplier</i>, _____, <i>(no. and date of registration in the State Register)</i> on the one hand,</p>	<p>Public Institution "Public Services Agency", represented by _____, <i>(position, name, surname)</i> acting under the Statute, hereinafter referred to as <i>Buyer</i>, IDNO 1002600024700, date of registration in the State Register of Legal Entities: 19.07.2017, on the other hand,</p>

both hereinafter referred to as the "Parties" and separately as "Party", have entered into this Contract in respect of the following:

- a. Procurement of **Specialised equipment for personalising polycarbonate cards**, hereinafter referred to as "Goods", under the **Open Call for Tender** procedure no. _____ of _____, based on the Decision of the Purchaser's Procurement Working Group no. _____ of _____.
- b. The following documents shall be considered integral and integral parts of the Contract:
 - 1) Technical specifications – **Annex no. 1**;
 - 2) Technical requirements to Specialized equipment for personalising polycarbonate cards – **Annex no. 1.1**;
 - 3) Price specifications – **Annex no. 2**.
- c. In the event of discrepancies or inconsistencies between the component documents of the Contract, the documents shall have the order of priority listed above.
- d. As consideration for the payments to be made by the Buyer, the Supplier hereby undertakes to deliver to the Buyer the Goods, **including to install, integrate/adapt, commission, train the Buyer's staff** and remove defects in accordance with the Contract in all respects.
- e. The Buyer hereby undertakes to pay to the Supplier, as consideration for the delivery of Goods (**including for installation, integration/adaptation and commissioning thereof and training of the Buyer's staff**), the Contract price within the time and in the manner set out in the Contract.

1. Object of the Contract

- 1.1. The Supplier undertakes to deliver the Goods (Specialised equipment for personalising polycarbonate cards, including installation, integration/adaptation and commissioning and training of Buyer's staff) as specified in Annexes 1, 1.1 and 2 of this Contract.
- 1.2. The Buyer undertakes, in turn, to pay for and take delivery of Goods delivered by the Supplier.
- 1.3. The quality of the Goods meets the requirements set out in Annexes 1, 1.1 and 2 to this Contract.
- 1.4. Warranty period of the Goods: as required in chap. VI of Annex no. 1.1 of the Contract.
- 1.5 Place of delivery of Goods to the Buyer:
- 42 A. Pushkin Street, Chisinau municipality, Moldova, according to INCOTERMS 2020 rules – DAP.
- 1.6 Transportation of goods is provided by the Supplier.

2. Terms and conditions of delivery

- 2.1. Delivery of Goods shall be made by the Supplier within 180 calendar days from the date of signature of the Contract, in accordance with the technical requirements and quantity specified in Annexes 1, 1.1 and 2. In the case of delivery of Goods by road transport, the Supplier shall contract vehicles accompanied by TIR carnets or other customs guarantees applicable throughout the journey to the destination.
- 2.2. Support services for the integration/adaptation of the integrated operating system to the existing system as required by the Buyer for the commissioning of Goods and training of the Buyer's staff will be provided at the Buyer's premises and/or remotely (as appropriate), within 45 calendar days after delivery of Goods. Proof of delivery, installation, integration/adaptation and commissioning of the equipment, including training of staff, shall be confirmed by the parties' signature of the Act of Delivery and Acceptance of Goods and its acceptance without objection by the Buyer.
- 2.3. The Preventive Factory Acceptance Test (FAT) shall be carried out at the Supplier's premises and shall include functionality, completeness and performance tests. The equipment must be capable of performing all processes and performances specified in the technical offer. Material required for testing will be provided by the Buyer. The factory pre-acceptance will be confirmed by signing the Factory Acceptance Report (FAT) by both parties.
- 2.4. Title to and risk in the Goods shall pass from the Supplier to the Buyer upon delivery of Goods in accordance with the provisions of point 1.5.
- 2.5. Documentation accompanying the Goods includes:
 - Tax invoice (for residents)/Invoice (for non-residents);
 - International Freight Bill (CMR/AWB);
 - Certificate of Preferential Origin of Goods (EUR.1);
 - EC Declaration of Conformity;
 - Factory Acceptance Report (FAT);
 - Act of delivery and acceptance of Goods (drawn up in duplicate);
 - Technical documentation (Technical passport of the equipment, operating and technical service instructions of the equipment).
- 2.6. The originals of the documents referred to in point 2.5 shall be submitted to the Buyer at the latest at the time of delivery of Goods (including installation, integration/adaptation, commissioning and training of the Buyer's staff). The delivery of Goods, including their installation, integration/adaptation and commissioning and the training of the Buyer's staff, shall be deemed to be completed when the above documents are submitted and accepted without objection by the Buyer.
- 2.7. For non-resident operators, copies of the documents referred to in point 2.5. (apart from the Act of delivery and acceptance of Goods) shall be sent by the Supplier to the electronic address of the Buyer, no later than 2 (two) working days before delivery of Goods (under INCOTERMS 2020 - DAP), informing the Buyer of the delivery tracking number, the date of dispatch, the list of all documents for unloading and accompanying.

2.8. The costs of transport, installation, interfacing/adaptation to the existing system, commissioning of the Goods and training of the Buyer's staff are included in the price of Goods.

2.9. Goods shall be transported packed in such a way as to ensure their integrity during transportation, handling and storage until delivery to the Buyer. Each part or accessory shall be packed in such a way as to protect it during transportation.

3. Price and payment conditions

3.1. The price of Goods delivered under this Contract is fixed in MDL/EUR and is indicated in the Price Specifications in **Annex no. 2** to this Contract.

3.2. The total amount of this Contract shall be: _____ MDL/EUR, excluding/including VAT.

(sum in figures and letters)

3.3. Payment for Goods delivered shall be made in **MDL/EUR**.

3.4. The method and terms of payment by the Buyer shall be: **within 20 (twenty) working days after delivery of Goods, submission of the accompanying Documentation in accordance with point 2.5 and acceptance without objection by the Buyer.**

3.5. Payments shall be made by bank transfer to the Supplier's settlement account indicated in this Contract.

3.6 Without prejudice to the INCONTERMS 2020 rules, all prices indicated in the Contract are exclusive of taxes, duties and any other charges in the Buyer's country, payment of which is the Buyer's sole obligation.

3.7. For the purpose of applying the provisions of international treaties on the avoidance of double taxation with non-residents, the Supplier shall submit the Certificate of Residence issued by the competent authority of its state of residence, otherwise the Buyer shall withhold income tax in the amount of 12% from the payments directed for settlement, according to the provisions of the Tax Code of the Republic of Moldova. The certificate of residence issued in a foreign language shall be presented with a translation into the Romanian language, except for the one issued in English.

4. Conditions of delivery and acceptance

4.1. The related Goods/Services shall be deemed to have been delivered/supplied by the Supplier and received by the Buyer if:

a) the quantity of Goods/Services corresponds to the information indicated in **Annex no. 2** and the accompanying documents according to point 2.5. of this Contract.

b) the quality of the related Goods/Services corresponds to the information indicated in the requirements of **Annexes no. 1, 1.1 and 2** of this Contract.

c) **installation, integration/adaptation, commissioning and training of the Buyer's staff will be carried out according to the manufacturer's recommendations.**

d) the packaging and integrity of the goods delivered allow them to be used as intended.

e) **operational tests carried out at the time of commissioning indicate that the equipment has the necessary technical parameters and is capable of performing all the processes and performances specified in the technical offer.**

4.2. **If the quality of the Goods delivered is found to be inadequate, the Buyer has the right to refuse the acceptance of Goods.** In this case, the Supplier is bound to reimburse the Buyer for all direct costs related to their reception, including the payment of import duties according to the legislation of the Republic of Moldova.

4.3 **The packaging of the Goods must bear the following markings in English (marking):**

Careful transport

Do not throw away

Store in a dry place

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

4.3 The Supplier is bound to submit **the documents referred to in point 2.5** to the Buyer upon delivery of Goods for payment. In the event of non-compliance by the Supplier with this clause, the Buyer reserves the right to increase the payment period laid down in point 3.4 corresponding to the number of days of delay and to be exempted from the payment of the penalty laid down in point 10.4.

5. Standards

5.1. Goods supplied/Services rendered under the Contract shall comply with the requirements and standards set out in Annexes 1 and 1.1 of this Contract.

6. Obligations of the Parties

6.1. Under this Contract, the Supplier undertakes to:

- a) deliver the Goods/perform the related services under the terms of this Contract;
- b) notify the Buyer within **5 calendar days** after the signing of this Contract, by telephone/fax or electronic means, of the availability of delivery of Goods;
- c) ensure appropriate conditions for the reception of the Goods (including **installation, integration/adaptation, commissioning, training of Buyer's staff**) by the Buyer within the time limits set in accordance with the requirements of this Contract;
- d) ensure the integrity and quality of the related Goods/Services until their installation and integration into the Buyer's existing system;
- e) ensure the functionality of Goods and the free replacement of non-conforming Goods as required by the Contract.
- f) reimburse the Buyer for all direct costs related to the acceptance of the non-conforming Goods, as well as to reimburse the expenses for the payment of import duties;

6.2. Under this Contract, the Buyer undertakes to:

- a) take all necessary measures to ensure the timely acceptance of the delivered Goods/Related Services rendered in accordance with the requirements of this Contract;
- b) ensure payment for the Goods delivered, in accordance with the terms and deadlines indicated in this Contract.
- c) ensure the proper operation of the Goods;
- d) notify the Supplier of the quantity of non-conforming Goods and the cost of expenses incurred on delivery, 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 total non-performance of their obligations under this Contract if this is caused by the occurrence of circumstances justifying non-performance of the Contract (wars, natural disasters: fires, floods, earthquakes, and other circumstances beyond the control of the Parties).

7.2. The Party invoking the clause of circumstances justifying non-performance of the Contract is bound to inform the other Party immediately (but not later than 10 days) of the occurrence of circumstances justifying non-performance of the Contract.

7.3. The occurrence of circumstances justifying non-performance of the Contract, the time of triggering and the time limit for action must be confirmed by a certificate issued by the competent body in the country of the Party invoking such circumstances.

7.4. In the event of circumstances justifying non-execution of the Contract, the Contract shall be modified by additional agreement, including modification of the terms of execution, in the event of subsequent execution of the Contract. When performing points 7.1. and 7.3., the parties shall modify the Contract by additional agreement, concerning partial or total non-performance, including modification of the terms in case of suspension and subsequent performance of the Contract.

8. Termination

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

8.2. The Contract may be terminated unilaterally by:

- a) the Buyer in the event of the Supplier's refusal to deliver the Goods under this Contract (including refusal to install, integrate/adjust, commission the Goods and/or refusal to train the Buyer's staff);
- b) the Buyer in the event of the Supplier's failure to comply with the delivery dates laid down including refusal to install, integrate/adjust, commission the Goods and/or refusal to train the Buyer's staff);
- c) the Supplier in case of non-compliance by the Buyer with the payment terms for the Goods;
- d) the Supplier or the Buyer in the event of failure by either Party to meet claims made under this Contract.

8.3. The Buyer has the right to unilaterally terminate the Contract during its period of validity in one of the following situations:

- a) the Supplier is, at the time of award, in one of the situations that would have led to its exclusion from the award procedure according to art. 19 of Law no. 131/2015 on public procurement;
- b) the Contract has been subject to a substantial modification requiring a new public procurement procedure in accordance with art. 76 of Law no. 131/2015 on public procurement;
- c) The contract should not have been awarded to the Supplier in question, in view of a serious breach of obligations arising 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 applicable, international court.

8.4. The Party initiating the termination of the Contract shall be obliged to inform the other Party within **5 working days** about its intentions by a motivated letter.

8.5. The Party notified shall be obliged to respond within **5 working days** of receipt of the notification. If no response is given within the time limits, the initiating Party shall initiate the termination.

9. Complaints

9.1. Complaints concerning the quantity of the Goods delivered (including and/or complaints concerning the installation, integration/adjustment, commissioning of the Goods and/or training of the Buyer's staff) shall be submitted to the Supplier at the time of their receipt and shall be confirmed by a document drawn up jointly with the Supplier's representative.

9.2. Claims concerning the quality of the Goods delivered (including claims relating to the installation, integration/adjustment, commissioning of the Goods and/or training of the Buyer's staff) shall be submitted to the Supplier within **20 working days** of the discovery of quality defects.

9.3. The Supplier is obliged to examine the submitted claims within **5 working days** from the date of their receipt and to inform the Buyer of the decision taken.

9.4. In case of acknowledgement of claims, the Supplier is bound, within **5 days**, to additionally deliver to the Buyer (including installing, integrating/adjusting, commissioning the Goods and/or training the Buyer's staff) the undelivered quantity of the Goods, and in case of a finding of inadequate quality, to replace them in time or to correct them in accordance with the requirements of the Contract.

9.5. The Supplier shall be liable for the quality of Goods within the agreed limits, including hidden defects.

9.6. In the event of deviation from the quality of Goods, the costs of stoppage or delay shall be borne by the party at fault.

9.7. **In resolving the dispute, the Party claiming breach of the provisions of this Contract is obliged to**

submit a prior claim to the other Party in accordance with the following requirements:

- claims must be made in writing and sent by post with acknowledgement of receipt;
- the complaint must contain:
 - the circumstances and attached documents confirming the breach of the provisions of this Contract
 - proposals for resolving the dispute that has arisen.

9.8. If the reply 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.

9.9. In case of impossibility of settlement, within 30 (thirty) days from the date of submission of the claim, the dispute, arising out of or in connection with the Contract, including its conclusion, performance or termination, shall be referred to the International Commercial Arbitration Court under the Rules of the Chamber of Commerce and Industry of the Republic of Moldova. The decision of the court shall be final and binding on the parties. The law of the Republic of Moldova shall apply to the Contract and its interpretation.

The Court of Arbitration shall consist of 3 arbitrators: one elected by each party and a chairman elected by two arbitrators. The language of the dispute shall be the Romanian language. Place of examination - Chisinau mun., Republic of Moldova. In the case of the Supplier from the Republic of Moldova the dispute, arising out of or in connection with the Contract, including its conclusion, performance or termination, shall be referred to the competent court of the Republic of Moldova in accordance with the provisions of the Code of Civil Procedure.

9.10. The law of the Republic of Moldova shall apply to the Contract and its interpretation.

10. Sanctions

10.1. The form of the performance guarantee agreed by the Buyer is the bank guarantee letter or payment order for the transfer of the amount to the Buyer's settlement account, in the amount of **5.0%** of the total amount of the Contract **including/excluding VAT**.

10.2. For refusal to deliver the Goods (and/or refusal to install/adjust/adapt/put into operation the Goods or refusal to train the Buyer's staff), or improper delivery of Goods, the Supplier shall forfeit the performance guarantee provided in accordance with the provisions of point 10.1.

10.3. For late delivery of Goods (and/or late installation, adjustment/adaptation, commissioning of the Goods/instruction of the Buyer's staff), the Supplier shall bear material liability in the amount of 0.1% of the amount of the undelivered Goods for each day of delay, but not more than 5.0% of the total amount of this Contract. If the delay in delivery of Goods or the delay in remedying the defects in their delivery exceeds 10 (ten) days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the Supplier shall extend the term of the performance guarantee, otherwise it shall be deemed to be a refusal to deliver the Goods provided for in this Contract and the Supplier shall retain the performance guarantee for the Contract, established in accordance with the provisions of point 10.1.

10.4. For late payment of Goods, the Buyer shall be materially liable in the amount of **0.1%** of the amount 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 working day following the date constituting the delivery deadline and the payment deadline shall be considered a working day of delay.

10.6. The amount of the penalty calculated for the Supplier under this Contract may be deducted (withheld) by the Buyer from the amount of the payment for the Goods delivered.

11. Intellectual property rights

11.1. The Supplier shall compensate the Buyer against any and all claims:

a) claims and actions arising from infringement of intellectual property rights (patents, names, trademarks, etc.) in connection with equipment, materials, plant or machinery used for or in connection with the Goods/Related Services purchased, and

b) damages, costs, fees and expenses of any nature whatsoever in connection therewith, unless such infringement results from compliance with the Technical Requirements requested by the Buyer.

11.2 If any part of the Goods shall be deemed to infringe the industrial or intellectual property rights of a third party, and shall result in illegality or impossibility of use, the Supplier shall, at its own option, acquire for the Buyer the right to continue to use the Goods or to replace them with equivalent Goods which do not infringe the rights of anyone but have the same functionality or to exchange the Goods in such a way as not to infringe the rights of anyone but with preservation of the functional equivalents.

11.3. The Supplier warrants that it owns all intellectual rights in the Equipment which allow unrestricted use/administration by the Buyer.

11.4. As proof of the implementation of the provisions of point 11.3 of this Contract, the Supplier shall provide the Buyer with the technical documentation relating to the Equipment.

12. Final provisions

12.1. Disputes arising out of this Contract shall be settled by the Parties amicably. Otherwise, they shall be referred for examination in accordance with the provisions of chap. 9.

12.2. The Contracting Parties have the right, during the performance of the Contract, to agree on the modification of the terms of the Contract by means of an Additional Agreement, provided that the price of the Goods remains unchanged. Amendments and additions to this Contract shall be valid only if they have been made in writing and signed by both Parties.

12.3 Except as expressly provided in this Contract, all notices with respect to the dispatch of messages, requests, letters, other correspondence between the Parties, or notices under this Contract shall be in writing, delivered by registered mail or other means of communication to the postal addresses or email addresses of the Parties.

Buyer:

Recipient: Public Institution "Public Services Agency"

Address: MD 2012, Republic of Moldova, Chisinau mun., 42 Aleksandr Pushkin str.

Fax: +373 22 21-22-59

Phone: +373 22 50-44-20

E-mail: asp@asp.gov.md

Contact persons:

Phone: +373

E-mail:

Supplier:

Sender:

Address:

Fax: +

Phone: +

E-mail:

Contact persons:

Phone: +

E-mail:

12.4 Notifications shall be deemed to have been received:

- on the date of transmission, if sent by e-mail;
- 5 (five) working days if sent by registered mail;
- on the date of confirmation, if sent by fax.

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

12.6. Language of communication: Romanian or English.

12.7. Neither Party shall be entitled to transfer its obligations and rights under this Contract to third parties without the written consent of the other Party.

12.8. If this Contract is signed by both Parties in handwritten form, it shall be drawn up in two copies in the Romanian language and two copies with translation into English, one copy in each language for the Supplier and the Buyer, the copies drawn up in the Romanian language having priority. If this Contract is signed electronically by both parties, it shall automatically be delivered by electronic means.

12.9. This Contract shall be deemed concluded and shall enter into force on the date of signature by both Parties.

12.10. This Contract is valid until **31.12.2024**.

12.11. This Contract represents the agreement of will of the parties and shall be deemed to have been signed on the date of the last signature by one of the parties.

12.12. To confirm the above, the Parties have signed this Contract in accordance with the laws of the Republic of Moldova.

Legal, postal and payment documents of the parties:

Supplier	Buyer Public Institution "Public Services Agency"
Address: _____ _____	Address: MD-2012, Chisinau mun. 42 Aleksandr Puskin str.
Phone: _____	Phone: (022) 50-44-20
Bank: _____	Bank: "Victoriabank" S.A.
Branch _____	IBAN: MD97VI000002224212555MDL,
IBAN: _____	Branch no. 12, Chisinau mun.
Bank code: _____	Bank code: VICBMD2X884
VAT code: _____	Tax code: 1002600024700
Tax code: _____	
E-mail: _____	

SIGNATURES OF THE PARTIES

Supplier of goods

Buyer

TECHNICAL SPECIFICATIONS – according to Annex no. 22

Object of procurement: Specialised equipment for personalising polycarbonate cards

CPV code: 22520000-1

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SIGNATURES OF THE PARTIES

Supplier of goods

Buyer

Technical requirements for specialised equipment
for personalising polycarbonate cards – **as indicated in the Annex to the Announcement of Participation**

Object of procurement: Specialised equipment for personalising polycarbonate cards

CPV code: 22520000-1

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SIGNATURES OF THE PARTIES

Supplier of goods

Buyer

PRICE SPECIFICATIONS - according to Annex no. 23

Object of procurement: Specialised equipment for personalising polycarbonate cards

CPV code: 22520000-1

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SIGNATURES OF THE PARTIES

Supplier of goods

Buyer