

TEMPLATE

CONTRACT AGREEMENT NO. _____
for the procurement *of goods*

*I GENERAL PART
(MANDATORY)*

Object of purchase: Special offset paper for the period 2023 – 2025

CPV Code: 30197600-2

“ ___ ” _____ 2023

_____ (locality)

The Supplier	The Contracting Authority
<p>_____, (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 “Supplier”, _____, (the number and date of registration in the State Register) on the one hand,</p>	<p><u>Public Institution „Public Services Agency”</u>, (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 “Buyer”, <u>IDNO 1002600024700, date 19.07.2017.</u> (the number and date of registration in the State Register) on the other hand,</p>

hereinafter jointly referred to as the „Parties” and separately the „Party” have concluded this Agreement regarding the following:

- a. The purchase of special offset paper for the period 2023 – 2025, hereinafter referred to as the **„Goods”**, according to the *open tendering* public procurement procedure no. _____ of _____, based on the Decision of the **Buyer’s** Working Group on Public Procurement of „___” _____ 20__.
- b. The following documents shall be considered as component parts of the Agreement:
 - a) Technical Specification - Annex no. 1;
 - b) Delivery Plan for the period 2023 – 2025 - Annex no. 1.1;
 - c) Price Specification - Annex no. 2.
- c. In the event of discrepancies or inconsistencies between the component documents of the Agreement, the documents shall have the order of priority as listed above.
- d. As a counter value of payments to be made by the Buyer, the Supplier hereby undertakes to deliver the Goods to the Buyer and remove their defects in compliance with the Agreement provisions in all aspects.

e. The Buyer hereby undertakes to pay the Supplier, as a counter value of the Goods delivery, the price of the Agreement under the terms and modality established in the Agreement.

1. Object of the Agreement

1.1. The Supplier undertakes to deliver the Goods to the Buyer based on the Buyer's orders, according to the Buyer's needs, in compliance with the provisions of Annexes no. 1, 1.1 and no. 2 to this Agreement.

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

1.3. The right of ownership over the Goods and the risks related to them shall pass from the Supplier to the Buyer at the time of delivery of the Goods according to the Incoterms rules specified below.

1.4. The transportation of the Goods shall be provided by the Supplier.

1.5. The Buyer shall submit to the Supplier the carrier with the Terms of Reference *ST MD 35-37603221-135:2016 Special Security Paper*, on the basis of which the Goods are to be manufactured and delivered to the Buyer. The carrier with the Terms of Reference shall be transmitted to the Supplier by drawing up an Act of Delivery and Acceptance signed by the Parties.

1.6. The design of the Goods is the property of the Buyer and can not be used by the Supplier for purposes/periods other than for the delivery of the Goods under this Agreement.

2. Terms and conditions of delivery

2.1. The Goods shall be delivered during the years 2023 - 2025 within the terms provided for in the Delivery Plan in Annex no. 1.1 to this Agreement.

2.2. Before the delivery of the Goods, the Supplier will mandatory and free of charge present samples in order to verify their correspondence to the technical requirements specified and requested by the Buyer.

2.3. The Supplier shall deliver the Goods under the DAP delivery terms Chisinau municipality INCOTERMS 2020, the Republic of Moldova, Chisinau municipality (*customs posts no. 1, 2 and 3 or Chisinau International Airport*). In the case of delivery of the Goods by road transport, the Supplier shall conclude an Agreement for vehicles accompanied by the TIR carnet or other customs guarantees applicable throughout the transportation route to the destination.

2.4. The documentation accompanying the Goods shall include:

In case of a resident Supplier:

- Tax Invoice.

In the case of a non-resident Supplier:

- Invoice;

- International Consignment Note;

- Preferential Certificate of Origin of Goods (EUR.1);

- Export Declaration (copy);

- Certificate of Residence.

2.5. The originals of the documents provided for in sub-clause 2.4 (except for the Residence Certificate) shall be presented to the Buyer at the latest at the time of delivery of the Goods ordered. The delivery of the Goods is deemed to be completed when the above documents are presented by the Supplier and accepted by the Buyer without any objection.

2.6. The Supplier shall send the copies of the documents provided for in sub-clause 2.4 to the Buyer's electronic address no later than 2 (two) business days until the delivery of the Goods, at the same time notifying the Buyer the detailed information regarding the delivery tracking number, the date of shipment, the list of all shipping and accompanying documents.

2.7. The order for the delivery of the Goods shall be presented to the Supplier by the Buyer according to the Delivery Plan, at least **60 calendar days** before the delivery, and shall contain the number of the Agreement, date and number of the order, name and quantity of the Goods ordered, cost per unit, total cost of the order for delivery, place and date of delivery of the Goods. The order shall be signed by the manager or another authorized person of the Buyer, provided that the authorized person is notified to the Supplier.

2.8. The Supplier is obliged to confirm the receipt of the Buyer's orders within 2 (two) business days from their receipt. Also within this period, the Supplier must notify its objections/disagreement regarding the received order (if applicable).

2.9. The Supplier undertakes to ensure the compensation of non-conforming Goods according to sub-clauses 4.3-4.5, based on the Credit Note and recalculation according to the provisions of this Agreement.

2.10. The Goods shall be transported packaged, so as to ensure their special properties and integrity during transportation, handling and storage until they are handed over to the Buyer. The transportation of the Goods shall be provided by the Supplier. The paper shall be delivered in sheets (flat formats) with dimensions: 640 mm x 450 mm +/-0,3%, in packages of 250 pieces. The delivered paper shall be smooth, without creases, deteriorations or other visible defects.

2.11. The Supplier, on its own account, shall pay for the insurance of the Goods against damage, destruction and/or theft. The insurance shall be valid until the Goods are handed over to the Buyer.

3. Price and terms of payment

3.1. The price of the Goods delivered according to this Agreement shall be set in Moldovan Lei (MDL)/Euro, being indicated in the Price Specifications stated in Annex no. 2 to this Agreement.

3.2. The total amount of this Agreement is _____ MDL/EURO. According to the exchange rate of the National Bank of Moldova as of 00.00.0000 (date of bid opening) 1 euro = 00,0000 MDL, the amount is 0000000,00 MDL, without VAT.

3.3. The payment for the Goods delivered shall be made in MDL/EURO.

3.4. The method and conditions of payment made by the **Buyer** shall be the following: within 20 (twenty) business days after the delivery of the ordered Goods, presentation of the accompanying Documentation of the Goods stipulated in sub-clause 2.4, the Act of Acceptance of the Goods and its acceptance without objections by the Buyer.

3.5. Payments shall be made by bank transfer to the settlement account of the Supplier indicated in this Agreement.

3.6. Without prejudice to INCOTERMS 2020 rules, all prices indicated in the Agreement shall not include taxes, fees and any other expenses in the Buyer's country, the payment of which is the exclusive obligation of the Buyer.

3.7. In order to apply the provisions of international treaties regarding the avoidance of double taxation on non-residents, the Supplier shall present the "Certificate of Residence" issued by the competent authority in its state of residence, otherwise, the contracting authority shall withhold the income tax in the amount of 12% from the amounts to be paid, 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 the translation into the state language, except for the one issued in English.

4. Terms of delivery and acceptance

4.1. The Goods shall be deemed to be delivered by the Supplier and accepted by the Buyer if:

a) the quantity of the Goods corresponds to the information indicated in a specific order, Delivery Plan and accompanying Documentation. The Buyer shall check the quantity of the Goods at the place of delivery and confirm to the Supplier, by e-mail within 10 (ten) calendar days, the information regarding the delivery. The fact of the Goods acceptance in terms of quantity shall be confirmed by the Act of Acceptance, drawn up by responsible persons of the Buyer according to its internal regulations.

- the quality of the Goods corresponds to the information indicated in the Technical Specifications stated in Annex 1;

- the packaging of the Goods corresponds to the requirements stated in sub-clause 2.10 and Technical Specifications stated in Annex 1 to the Agreement.

4.2. In the event of detection of non-compliance of the quality of the Goods with the established requirements, the Buyer has the right to refuse their acceptance and submit a Complaint to the Supplier. In this case, the Supplier shall be obliged to reimburse to the Buyer all direct costs related to the

acceptance of non-conforming Goods, as well as to reimburse the expenses related to the payment of customs and import duties.

4.3. In the event of detection of non-compliance of the quantity of the delivered Goods with the requirements specified in the Buyer's order, the Supplier shall be obliged, at its own expense, to deliver to the Buyer the undelivered quantity of the Goods.

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

4.5. Compensation for non-conforming Goods: The Buyer shall send the Supplier a written notification regarding the quantity of identified defective Goods and indicate the amount of expenses (in Euro 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 the cost of non-conforming Goods shall be made through a Credit Note/Invoice. Based on the calculations provided by the Buyer, the Supplier shall accept the Credit Note/Invoice with the amount indicated in the notification and present it to the Buyer. The amount of the Credit Note/Invoice shall be paid by the Supplier to the Buyer's settlement account within 5 (five) business days from the date of the Credit Note/Invoice submission;

4.6. The Supplier shall be obliged to take all possible measures to ensure correct packaging and safe transportation of the Goods, as well as other services of transporting and dispatching the Goods, for the use of a crane or other technical means.

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

4.8. The packaging of the Goods must contain the following inscriptions in English (markings):

Attention in transit

Do not throw

Store in a dry place

Agreement: _____

Supplier: _____

Street: _____

City: _____

Country: _____

Pallet No.: _____

Order: _____

4.9. The Supplier shall be obliged to present to the Buyer the documents specified in sub-clause 3.4 (except for the Certificate of Residence) along with the delivery of the Goods, in order to make the payment. If the Supplier fails to comply with this clause, the Buyer shall reserve the right to extend the payment time limit provided for in sub-clause 3.4 by the number of days of delay and the right to be exempted from paying the penalty established in sub-clause 10.4.

5. Standards

5.1. The Goods supplied under this Agreement shall meet the requirements of Technical Specifications stated in Annex no. 1 to this Agreement.

5.2. The Goods must have certificates of conformity with *ISO 27001*, *ISO 14001*, *ISO 9001* standards, Forest Certification FSC® (FSC®Chain on Custody certificate (Forest Stewardship Council)).

6. Obligations of the Parties

6.1. Pursuant to this Agreement, the Supplier undertakes:

a) to produce and deliver the Goods under the conditions provided for in this Agreement;
b) to notify the Buyer, within 5 calendar days, by telephone/fax or authorised telegram, about the availability of the Goods delivery;

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

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

e) in the event of detection of non-compliance of the quality of the Goods with the established requirements, the Buyer has the right to refuse their acceptance. In this case, the Supplier shall be obliged to reimburse to the Buyer all direct costs related to the acceptance of non-conforming Goods, as well as to reimburse the expenses related to the payment of customs and import duties;

f) in the event of detection of non-compliance of the quantity of the delivered Goods with the requirements of this Agreement, the Supplier shall deliver, at its own expense, to the Buyer the undelivered quantity of the Goods.

6.2. Pursuant to this Agreement, the Buyer undertakes:

a) to take all the necessary measures to ensure the acceptance within the established term of the Goods delivered in accordance with the requirements of this Agreement;

b) to ensure the payment for the ordered and delivered Goods, with due observance of methods and terms indicated in this Agreement.

7. Circumstances justifying non-performance of the Agreement

7.1. The Parties shall be exonerated from liability for partial or complete non-fulfillment of the obligations under this Agreement, if this is caused by the occurrence of some circumstances that justify the non-execution of the Agreement (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 Agreement 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 Agreement.

7.3. The occurrence of circumstances that justify the non-execution of the Agreement, 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 Agreement 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 Agreement. When sub-clauses 7.1. and 7.3. are executed, the Parties modify the Agreement 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 Agreement.

8. Termination

8.1. The Agreement can be terminated by mutual agreement of the Parties.

8.2. The Agreement can be terminated unilaterally by:

- a) the Buyer, in case the Supplier refuses to deliver the Goods provided for in this Agreement;
- b) the Buyer, in case the Supplier fails to comply with the established time limits for the delivery;
- c) the Supplier, in case the Buyer fails to comply with the time limits for payment for the Goods;
- d) the Supplier or Buyer, in case one of the Parties fails to satisfy the claims submitted under this Agreement.

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

a) at the moment of awarding the Agreement, the Contractor was in one of the situations that would have determined his exclusion from the awarding procedure pursuant to the article 19 of Law no. 131/2015 on public procurement;

b) the Agreement has been the subject of a substantial amendment requiring a new public procurement procedure in accordance with article 76 of Law no. 131/2015 on public procurement;

c) the Agreement should not have been awarded to the respective Supplier, in view of 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 was ascertained by a decision of a national or, as the case may be, international judiciary authority.

8.4. The Party initiating the termination of Agreement shall be obliged to notify the other Party about its intentions by a letter of motivation within 15 business days before the initiation of termination.

8.5. The notified Party shall be obliged to answer within 10 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 termination.

9. Complaints

9.1. Complaints regarding the quantity and quality of the delivered Goods shall be forwarded to the Supplier in accordance with the provisions of clause 4 of the Agreement.

9.2. The Supplier shall be obliged to examine the submitted complaints within 10 days from the date of their receipt and inform the Buyer about the decision made.

9.3. In case the complaints are recognised, the Supplier shall be obliged to additionally deliver to the Buyer the respective quantity of the Goods/to compensate the non-conforming Goods in accordance with the requirements of clause 4 of the Agreement.

9.4. The Supplier shall bear responsibility for the quality of the Goods, including hidden defects.

9.5. In the case of deviation from the quality of the Goods, the expenses for downtime or delay shall be borne by the guilty Party.

9.6. The Parties shall make all the necessary efforts to resolve disputes and disagreements that may arise during the implementation of this Agreement on the basis of equality and through negotiations.

9.7. Upon the resolution of the dispute, the Party that claims the violation of the provisions of this Agreement 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 delivery;
- the complaint must contain:
 - the circumstances and attached documents, which confirm the violation of the provisions of this Agreement;
 - 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.

10. Sanctions

10.1. The form of Performance Security of the Agreement accepted by the Buyer is the letter of bank guarantee or the payment order, in the amount of **5,0%** of the total value of the Agreement including VAT.

10.2. For the refusal to deliver the Goods or for their improper delivery, the Performance Security of the Agreement constituted in accordance with the provisions of sub-clause 10.1 shall be withheld.

10.3. For late delivery of the Goods the Supplier shall pay the Buyer a penalty amounting to **0,1%** of the value of the undelivered Goods, for each day of delay, but not more than **5,0%** of the total amount of this Agreement. If the delay in the delivery of the Goods exceeds **10 days**, the Supplier shall present to the Buyer a written explanation. If the Buyer accepts the Supplier's explanation, the latter shall extend the validity period of the Performance Security, otherwise it shall be considered as a refusal to deliver the Goods provided for in this Agreement, and the Performance Security of the Agreement, constituted in accordance with the provisions of sub-clause 10.1, shall be withheld from the Supplier.

10.4. For late payment, the Buyer shall be liable to pay a compensation amounting to **0,1%** of the value of unpaid Goods, for each day of delay, but not more than **2,0 %** of the amount not paid on time.

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

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

11. Intellectual property rights

11.1. The Supplier shall be obliged to indemnify the Buyer 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 purchased Goods, 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 Terms of Reference drawn up by the Buyer.

11.2. The intellectual property right over the delivered Goods belongs to the Buyer. The intellectual property right over the Design of the Goods, including the eguter roll (*metal roll used in the process of manufacturing special offset paper*) belongs to the Buyer and shall not be transferred to the Supplier, the latter having the right to manufacture and deliver the Goods only for the Buyer and only under this Agreement.

11.3. The Supplier shall be obliged not to disclose, use in his own interest or in the interest of third parties, directly or indirectly, transmit to persons not admitted by the Buyer, the information regarding the Design of the Goods, security features, eguter roll, as well as not to use them otherwise than under the Agreement.

12. Final provisions

12.1. Disputes that could result from this Agreement shall be solved by the Parties amicably. In the event it is not possible to settle the dispute, within 45 days from the date of submission of the complaint, the dispute arising from or in connection with the Agreement, including its conclusion, execution or termination, shall be sent to the competent court according to the legislation of the Republic of Moldova. In the case of a Supplier from abroad, the dispute shall be sent to the International Court of Commercial Arbitration under the Chamber of Commerce and Industry of the Republic of Moldova based on the Regulations of this court. The court's decision shall be final and binding on the Parties. The Court of Arbitration shall be composed of 3 arbitrators: one chosen by each Party and a chairman chosen by two arbitrators, its decision will be final and binding on the Parties. The legislation of the Republic of Moldova shall apply to the Agreement and its interpretation. The language of dispute examination shall be the state language of the Republic of Moldova.

12.2. The contracting Parties have the right, during the performance of the Agreement, to agree on the modification of the Agreement clauses, by an Additional Agreement, provided that the price of the Goods is not changed. Amendments and additions to this Agreement shall be valid only if they are made in writing and signed by both Parties.

12.3. Except for the cases expressly provided for in this Agreement, all notifications regarding the sending of messages, requests, letters and other types of correspondence between the Parties, or notifications under this Agreement must be made in writing, delivered by registered letter or by other means of communication to the postal or electronic addresses of the Parties.

The Buyer:

Addressee: Public Institution "Public Services Agency"

Address: MD 2012, 42 Aleksandr Pushkin Street, Chisinau municipality, the Republic of Moldova.

Fax: +373 22 XXXXX

Telephone: +373 22 50-44-20

E-mail: asp@asp.gov.md

Contact persons:

Telephone:

Email:

The Supplier:

Forwarder:

Address:

Fax:

Telephone:

E-mail:

Contact persons:

Telephone:

Email:

12.4. Notifications shall be deemed to have been received

- on the date of sending, if it is sent by e-mail;
- within 7 (seven) business days, if it is sent by post as a registered letter;
- on the date of confirmation, if it is sent by fax.

12.5. Language of communication: Romanian or English.

12.6. Neither of the Parties shall have the right to transfer its obligations and rights stipulated in this Agreement to third parties without the written consent of the other Party.

12.7. This Agreement is drawn up in two copies in Romanian and two copies translated into English (in case of the non-resident Supplier), one copy in each language for the Supplier and the Buyer; copies drawn up in Romanian shall have the priority.

12.8. This Agreement is considered to be concluded and enters into force on the date it is signed by both Parties.

12.9. This Agreement is valid until **31.12.2025** with regards to the delivery of the Goods. As for the rest, the obligations of the Parties remain valid until their complete execution.

12.10. This Agreement 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.

12.11. To confirm the aforementioned, the Parties have signed this Agreement in accordance with the legislation of the Republic of Moldova.

Legal, postal and bank details of the Parties:

The Supplier	The Buyer Public Institution „Public Services Agency”
	Address: MD 2012, 42 Aleksandr Pushkin Street, Chisinau municipality, the Republic of Moldova Telephone: 0-22-50-44-20 MD76VI000000002224912402EUR Bank: „Victoriabank” JSC Bank’s postal address: Branch no. 12, Chisinau BIC: VICBMD2X884 Fiscal Code: 1002600024700

Signatures of the Parties:

The Supplier	The Buyer Public Institution „Public Services Agency”
Authorised signature: _____	Authorised signature: Director Mircea ESANU _____
L.S.	L.S.

Technical Specifications

CPV Code	Name of the Goods	Item model	Country of origin	Manufacturer	Full Technical Specification	Reference Standards
1	2	3	4	5	6	7
30197600-2	Special offset paper for the period 2023 –2025				<i>According to the technical requirements specified in Terms of Reference ST MD 35-37603221-135:2016 Special security paper</i>	1) ISO 27001 Information Security Management System 2) ISO 14001 Environment Management System 3) ISO 9001 Quality Management System 4) Forest Certification FSC® (FSC®Chain on Custody certificate (Forest Stewardship Council))

Signatures of the Parties

The Supplier	The Buyer Public Institution „Public Services Agency”
Authorised signature	Authorised signature
_____ L.S.	Director Mircea ESANU _____ L.S.

**DELIVERY PLAN
for the period 2023 – 2025**

No.	Name of the Good	Quantity	Expected timeframes
Year 2023			
1.	Special offset paper	7 000 kg	During 2023 according to the Buyer's orders
Year 2024			
2.	Special offset paper	7 000 kg	During 2024 according to the Buyer's orders
Year 2025			
3.	Special offset paper	7 000 kg	During 2025 according to the Buyer's orders

Signatures of the Parties

The Supplier	The Buyer Public Institution „Public Services Agency”
Authorised signature: _____ L.S.	Authorised signature: Director Mircea ESANU _____ L.S.

Price Specifications

CPV Code	Name of the Goods	U.M	Quantity	Unit price (without VAT)	Unit price (with VAT)	Amount without VAT	Amount with VAT	Delivery timeframe
1	2	3	4	5	6	7	8	9
30197600-2	Special offset paper for the period 2023 –2025	kg	21 000					<i>The goods will be delivered during the period 2023 – 2025, according to the terms and conditions specified in the Agreement</i>
	TOTAL							

Signatures of the Parties

The Supplier	The Buyer Public Institution „Public Services Agency”
Authorised signature _____ L.S.	Authorised signature Director Mircea ESANU _____ L.S.