

CONTRACT – TEMPLATE

CONTRACT no. _____
regarding procurement of goods

I. GENERAL PART

**Subject of procurement: Specialized software product for the graphical security of the portrait image
by applying the holder's personal data (IPI/Letter Screen) for the period 2026–2030**

CPV code: 48300000-1

„_____” _____ 2025

Chisinau mun.

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

both hereinafter referred to as the "Parties" and separately as the "Party", have entered into this Contract with regard to the following:

a. The procurement of **Specialized software product for the graphical security of the portrait image by applying the holder's personal data (IPI/Letter Screen) for the period 2026–2030** as well as activation of the related licenses and provision of training services on the operation of the specialized software product, hereinafter referred to as "Goods", according to the procurement procedure – Open tender no. _____ of _____, based on the Decision of the Buyer's Working Group on Public Procurement no _____ of _____

b. The following documents will be considered parts of the Contract:

- a) **Annex no. 1 - Technical Specifications;**
- b) **Annex no. 1.1 - Technical Requirements;**
- c) **Annex no. 2 - Price Specifications.**

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

e. The Buyer hereby undertakes to pay to the Supplier, as consideration for the delivery of goods, the Contract price within the time and in the manner provided for in the Contract.

1. Subject of the Contract

1.1. The Supplier undertakes the obligation to deliver the Goods in accordance with the provisions of the Specifications set out in **Annexes no. 1, 1.1 and 2** to this Contract.

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

1.3. The quality of the Goods shall comply with the requirements set out in **Annexes no.1 and 1.1** to this Contract.

1.4. The warranty period for delivered Goods is indicated in **Annex no. 1** to this Contract.

2. Terms and conditions of delivery

2.1. The specialized software product shall be delivered and installed within 10 calendar days from the date of signing the Contract.

The licenses shall be activated within up to 10 calendar days from the date of the Buyer's request, in accordance with the technical requirements specified in Annexes no. 1 and 1.1 to the Contract, and shall be valid for a period of 5 years (60 months) from the activation date. Activation shall be confirmed by the Parties signing the License Activation Confirmation Document.

Training services on the operation of the specialized software product will be initiated within 2 business days after the activation of the licenses, with a minimum duration of 3 business days (8 working hours per day) at the Buyer's premises. The training will be confirmed by the signing of the Buyer's Personnel Training Act by both Parties.

2.2. The documentation accompanying the Goods shall include:

a) Invoice / Tax Invoice issued through SIA "e-Factura" system;

b) License Activation Confirmation Document for a 5-year period (60 consecutive months), indicating the effective date of activation;

c) Personnel Training Act (2 copies).

2.3. The originals of the documents provided for in item 2.2. shall be presented to the Buyer at the latest at the time of delivery of the Goods. Delivery of the Goods shall be considered completed at the time the above documents are presented and accepted by the Buyer without objections.

3. Price and payment terms

3.1. The price of the delivered Goods under this Contract is set in _____ MDL/EURO and is indicated in the Price Specifications in Annex no. 2 to this Contract.

3.2. The total amount of this Contract is: _____ MDL/EURO. According to the exchange rate of the National Bank of Moldova of 00.00.0000 (on the date of bid opening) 1 Euro = 00,0000 MDL the amount constitutes 0000000,00 MDL, excluding/including VAT.

3.3. Payment for the delivered Goods shall be made in _____ MDL/EURO.

3.4. The method and terms of payment by the Buyer shall be: annually, in equal installments, within up to 20 (twenty) business days after the delivery of the Goods, submission of the accompanying documentation, and their acceptance without objections by the Buyer, as follows:

- For the year 2026: based on the Invoice / Tax Invoice issued through SIA "e-Factura" system, the License Activation Confirmation Document for a 5-year period (60 consecutive months), indicating the effective date of activation, and the Buyer's Personnel Training Act signed by both Parties;

- For the years 2027–2030 (separately): based on the Invoice / Tax Invoice issued through SIA "e-Factura" system.

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

4. Delivery-receipt conditions

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

a) the quantity of the Goods corresponds to the information indicated in Annex no. 2 to this Contract and in the accompanying documents stipulated in item 2.2. of this Contract;

b) the quality of the Goods complies with the requirements specified in Annexes no. 1 and 1.1 to this Contract;

c) the packaging and integrity of the delivered Goods allow their use according to their intended purpose.

4.2. The Supplier is bound to present to the Buyer with the documents specified in item 2.2. together with the delivery of the Goods, separately for each year, for payment purposes. For the Supplier's failure to comply with this clause, the Buyer shall reserve the right to increase the payment term provided for in item 3.4. corresponding to the number of days of delay and to be exempted from paying the penalty set out in item 10.4

5. Standards

5.1. The Goods supplied under the Contract shall comply with the requirements provided for in Annexes no. 1 and 1.1 to this Contract.

5.2. When no applicable standard or regulation is mentioned, the standards or other regulations authorised in the country of origin of Goods shall be complied with.

6. Obligations of the Parties

6.1. Under this Contract, the Supplier undertakes:

- a) to deliver the Goods under the conditions set out in this Contract;
- b) to notify the Buyer, within 5 (five) calendar days after the signing of this Contract, by telephone/fax or electronic means, about the availability of the Goods for delivery;
- c) to ensure appropriate conditions for taking delivery of the Goods by the Buyer, within the time limits set, in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of the Goods until their acceptance by the Buyer.

6.2. Under this Contract, the Buyer undertakes:

- a) to take all necessary measures to ensure the receipt within the established term of the delivered Goods, in accordance with the requirements of this Contract;
- b) to ensure payment for the delivered Goods, in accordance with the terms and within the time limits specified in this Contract.

7. Circumstances justifying non-performance of the Contract

7.1. The Parties are exempt from liability for partial or complete non-fulfilment of obligations under this Contract, if this is caused by the occurrence of circumstances justifying non-fulfilment 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) about the occurrence of circumstances justifying non-performance of the Contract.

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

7.4. In the event of circumstances justifying non-performance of the Contract, the Contract shall be modified by additional agreement, including modification of the performance terms, in the event of subsequent performance of the Contract. In the event of the performance of the item 7.1. and item 7.3., the Parties shall amend the Contract by an additional agreement, concerning partial or full non-performance of the obligations, including the modification of the deadlines in the event of suspension and subsequent execution of the Contract.

8. Resolution

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

8.2. The Contract may be unilaterally terminated by:

- a) the Buyer in the event of the Supplier's refusal to deliver the Goods under this Contract;
- b) the Buyer in the event of failure by the Supplier to comply with the delivery deadlines set;
- c) the Supplier in the event of failure by the Buyer to comply with the terms of payment for the Goods;
- d) the Supplier or the Buyer in the event of failure by either Party to meet the claims made under this Contract.

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

- a) The Supplier is, at the time of its award, in one of the situations that would have led to its exclusion from the award procedure pursuant to Article 19 of Law no. 131/2015 on Public Procurement;
- b) The contract has been subject to a substantial modification that required 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 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, as the case may be, international court.

8.4. The Party initiating the termination of the Contract is obliged to notify the other Party within **5 (five) business days** of its intentions by a reasoned letter.

8.5. The notified Party is bound to reply within **5 (five) business days** of receipt of the notification. If the reply is not given within the time limits, the initiating Party shall initiate the resolution.

9. Claims

9.1. Claims concerning the quantity of the delivered Goods 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 delivered Goods shall be submitted to the Supplier within 20 (twenty) business days of the detection of quality deficiencies.

9.3. The Supplier is bound to examine the claims submitted within 5 (five) business days from the date of their

receipt and to notify the Buyer of the decision made.

9.4. In the event of acknowledgment of claims regarding the quantity of undelivered Goods, the Supplier is bound, within 5 (five) calendar days, to deliver the undelivered quantity of Goods additionally to the Buyer and, in the event of ascertainment of inadequate quality, to replace them within the deadline or to correct them in accordance with the requirements of the Contract.

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

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

10. Sanctions

10.1. The form of performance security agreed by the Buyer shall be the payment order for the transfer of the amount to the Buyer's settlement account, in the amount of **2,0 %** of the total Contract amount.

10.2. For refusal to deliver the Goods, provided for in this Contract, or for improper delivery thereof, the performance security lodged in accordance with the provisions of item 10.1. shall be withheld from the Supplier.

10.3. For late delivery of the Goods, the Supplier shall be materially liable in the amount of **0,5 %** of the value of the undelivered Goods for each day of delay, but not more than **2,0 %** of the total amount of this Contract. If the delay in delivery of the Goods or the delay in remedying the defects in the delivery of the Goods exceeds 5 (five) calendar days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the delay shall not be deemed to be a refusal to deliver the Goods and only the penalties set out above shall apply to the Supplier. Otherwise, it shall be considered as a refusal to deliver the Goods provided for in this Contract and the Supplier shall forfeit the performance security lodged in accordance with the provisions of item 10.1.

10.4. For late payment of the Goods, the Buyer shall be materially liable for **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 after the date which is the final date for delivery as well as the final date for payment shall be considered as the day of delay.

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

11. Intellectual property rights

11.1. The Supplier shall 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 Technical Specifications required by the Buyer.

11.2 The Supplier warrants that it owns all intellectual property rights to the Goods, which allows for their unlimited use/administration by the Buyer.

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 to the competent court of law (at the Buyer's premises), in accordance with 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 the terms of the Contract, by means of an additional agreement, only in case of the occurrence of circumstances that harm their legitimate interests and that could not be foreseen at the date of conclusion of the Contract. Modifications and additions to this Contract shall only be valid if they have been made in writing and signed by both Parties.

12.3. 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.

12.4. This Contract is signed electronically by both Parties, and will be delivered automatically by electronic means in Romanian and one copy translated into English, one copy in each language for the Supplier and the Buyer, priority is given to the copy drawn up in Romanian. If this Contract is hand-signed by both Parties, it shall be drawn up in two copies in Romanian and two copies translated into English, one copy in each language for the Supplier and the Buyer, priority is given to copies drawn up in Romanian.

12.5. This Contract shall be deemed concluded and shall enter into force on the date of signature.

12.6. This Contract is valid until **31.12.2030**. The rights and obligations of the Parties shall remain valid for a period of 5 (five) years from the date of license activation.

12.7. This Contract represents the agreement of both Parties and shall be deemed to have been signed on the date of application of the last signature by one of the Parties.

12.8. In confirmation of the above, the Parties have signed this Contract in accordance with the laws of the Republic of Moldova, on the date and in the year indicated above.

II. SPECIAL CONDITIONS OF THE CONTRACT

1. The place of delivery of the Goods to the Buyer: 42, A. Pushkin Street, Chisinau municipality.

2. The Supplier guarantees that the software product is not available free of charge and/or easily accessible for private individuals.

3. The Supplier guarantees that the software product is offered for use (accessible) only to the governmental and state institutions and organizations holding special certification (e.g. banks, printing houses producing secure documents, etc.).

4. In order to apply the provisions of international treaties regarding the avoidance of double taxation on non-residents, the Supplier shall present the copy of Certificate of Residence issued by the competent authority in its state of residence, or an extract from the official website of the authority from the state of residence (if it is issued in Romanian or English) certifying fiscal 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. Copy/extract of Certificate of Residence issued in a foreign language shall be presented with the translation into Romanian, except for the one issued in English. Copy/extract of Certificate of Residence will be presented for each year separately until payment is made by the Buyer.

5. All travel, transportation, accommodation, daily allowance, and any other expenses incurred by the Supplier's representatives are included in the Contract amount.

Legal, postal and payment details of the Parties:

| The Supplier | The Buyer Public Institution "Public Services Agency" |
|------------------------------|--|
| Address: | Address: MD-2012, Chisinau municipality, |
| Phone: | 42, Aleksandr Pushkin street |
| Bank: | Phone: (022) 50-44-20 |
| Branch | Bank: "Victoriabank" S.A. |
| IBAN: | IBAN: MD76VI000000002224912402EUR |
| Bank code: | Bank code: VICBMD2X |
| VAT code: | Tax code: 1002600024700 |
| Tax code: | |
| E-mail: | |

Signatures of the Parties:

| The Supplier | The Buyer Public Institution "Public Services Agency" |
|------------------------------|--|
| Authorised signature: | Authorised signature: |

to the Contract no. _____
of _____ 2025

TECHNICAL SPECIFICATIONS –
according to data from Annex no. 22
to Standard Documentation approved by Order of the Minister of Finance no. 115 of
15.09.2021

Object of purchase: Specialized software product for the graphical security of the portrait image by applying the holder's personal data (IPI/Letter Screen) for the period 2026–2030

Signatures of the Parties:

| The Supplier | The Buyer |
|---|---|
| <i>Authorised signature:</i> _____ | <i>Authorised signature:</i> _____ |

TECHNICAL REQUIREMENTS

Object of purchase: Specialized software product for the graphical security of the portrait image by applying the holder's personal data (IPI/Letter Screen) for the period 2026–2030

Signatures of the Parties:

| The Supplier | The Buyer |
|---|---|
| <i>Authorised signature:</i> _____ | <i>Authorised signature:</i> _____ |

PRICE SPECIFICATIONS –
*according to data from Annex no. 23 to Standard Documentation approved by Order of the Minister of
Finance no. 115 of 15.09.2021*

Object of purchase: **Specialized software product for the graphical security of the portrait image by applying the holder's personal data (IPI/Letter Screen) for the period 2026–2030**

Signatures of the Parties:

| The Supplier | The Buyer |
|---|---|
| <i>Authorised signature:</i> _____ | <i>Authorised signature:</i> _____ |