

CONTRACT NO. _____ on the Procurement of Goods

I. GENERAL PART

Object of purchase: Specialized equipment and program product for personalization of identity documents from the National passport system, driving licenses and registration certificates

CPV code: 22520000-1

202

Chisinau municipality

The Supplier of Goods	The Contracting Authority
(full name of the enterprise, organization, country of origin) represented by, (position, name, first name) acting on the basis of, (charter, regulation, decision) hereinafter referred to as "the Supplier", (please indicate the number and date of registration in the State Register) on the one hand,	Public Institution "Public Services Agency"(Republic of Moldova), represented by theDirector, Mr Mircea EŞANU, acting on the basisof the Charter, hereinafter referred to as "theBuyer", IDNO 1002600024700, date ofregistration, 2017, on the other hand,

both hereinafter referred to as the Parties hereby conclude this Contract on the following:

- a. Purchase of Specialized equipment and program product for personalization of identity documents from the National Passport System, driving licenses and registration certificates, hereinafter referred to as "Goods" or correspondingly "Equipment" and "Program product", according to the public procurement procedure of an open tender type no ._____ as of _____, based on the decision of the Buyer's Working Group no. _____ as of _____.
- b. The following documents shall be considered as component and integral parts of the Contract:
 - a) Annex no. 1 Technical specifications;
 - b) Annex no. 2 Price specifications;
 - c) Annex no. 3 Requirements concerning the specialized equipment for personalization of travel passports blanks (booklets) with polycarbonate-type data page;
 - d) Annex no. 4 Requirements concerning the Information System for personalization of identity documents from the National Passport System, driving licenses and registration certificates
- c. In case of discrepancies or inconsistencies between the component documents of the Contract,

the documents shall have the order of priority listed above.

- d. As a consideration for payments to be made by the Buyer, the Supplier hereby undertakes to deliver the Goods to the Buyer and to eliminate their defects in accordance with the provisions of the Contract in all respects.
- e. The Buyer hereby undertakes to pay to the Supplier, as a consideration for the delivery of the goods, the price of the Contract according to the provisions of the Contract within the terms and conditions stipulated by the Contract.

1. Object of the Contract

1.1. The Supplier undertakes to deliver the Equipment as well as to transfer for free use for an unlimited period the Program product, based on the Buyer's order, according to the Annexes to this Contract.

1.2. The Supplier shall ensure the installation, adjustment, commissioning and maintenance of the Goods delivered/ transmitted to the Buyer, as well as the training of the technical staff of the Buyer for the correct use of the Goods, according to the Annexes to this Contract.

1.3. The Buyer undertakes, in turn, to receive the Goods delivered/ transmitted by the Supplier and to carry out payments under the terms of this Contract.

1.4. The quality of Goods delivered shall comply with the requirements set out in the Annexes to this Contract.

1.5. The warranty terms for the Equipment are indicated in the Technical Specifications and start to run from the moment of their commissioning for the Buyer.

1.6. The term of maintenance for the Goods constitutes 3 (three) years and starts to run from the moment of their commissioning for the Buyer

2. Terms and conditions of delivery

2.1. The delivery, installation, adjustment and commissioning of the Goods shall be carried out by the Supplier within up to 120 days from the receipt of the Buyer's order.

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

2.3. The accompanying documentation for the delivery of Goods/ Equipment shall include:

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

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

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

2.6. The installation, adjustment and commissioning of Goods shall be carried out by the Supplier in the rooms offered by the Buyer from the real estate located on: 42 A. Puskin Street, Chisinau municipality, Republic of Moldova.

2.7. The installation, adjustment and commissioning of the Goods shall be confirmed by signing without objections by the Parties of *the Transfer and Acceptance Act* drawn up in 2 copies. Transmission by the Buyer for free use and unlimited period of the Adjusted Program Product shall be confirmed by the signing without objections by the Parties of *the Transfer and Acceptance Act* drawn up in 2 copies (or by the issuance of the license).

2.8. The Supplier shall be obliged to confirm the receipt of the Buyer's orders within 2

(two) working days from the receipt of such.

2.9. Equipment shall be transported packed in such a way as to ensure its integrity throughout transport, handling and storage until delivery to the Buyer. Transportation of the Goods shall be provided by the Supplier.

2.10. The Supplier is obliged to notify the Buyer, by notification sent by e-mail ($\underline{asp@asp.gov.md}$) and/ or by fax + 373 022 212 259, no later than 1 (one) working day until the date of delivery, that the Equipment is ready for delivery according to the terms and conditions of this Contract. The notification shall contain the delivery tracking number, the date of shipment, the list of all documents to be unloaded and accompanied.

2.11. The right of ownership of the Equipment and the associated risks are transferred from the Supplier to the Buyer at the time of delivery of such to the Buyer in accordance with the Incoterms rules, indicated in this Agreement.

3. Price and terms of payment

3.1. The total amount of this Contract constitutes _____ (____) ____, according to the exchange rate at the date of opening the tender offers 1 _____ = ____ constitutes _____ (_____) lei MDL and is reflected in Price Specifications.

3.2. Payment shall be carried out in accordance with the provisions of this Contract in Euro.

3.3. The method and conditions of payment shall be the following:

a) for Equipment - in three equal installments (tranches), within 6 months, after fulfilling the conditions stipulated in point 2.4. and 2.7., in the amount set forth in Price Specifications;

b) for the Program Product adjustment (adaptation) - within 20 (twenty) working days, after fulfilling the conditions stipulated in point 2.7. and presentation of the invoice, in the amount set forth in Price Specifications;

c) for the maintenance of Equipment and Program Product - quarterly payment, for the previous quarter, in equal installments (tranches) in the amount established in Price Specifications, within 20 working days after the provision of services, submission of the invoice and the act of provision of services and acceptance of such by the Buyer, without objections.

3.4. Payments shall be made via bank transfer to the Settlement Account of the Supplier indicated in this Contract.

3.5. All prices indicated in this Contract do not include taxes, fees and any other expenses in the Buyer's country, the payment of which is the exclusive obligation of the Buyer, except for the conditions established by the tax legislation of the Republic of Moldova.

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

4. Terms of transfer and acceptance

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

a) the quantity of the Equipment corresponds to the information indicated in the Order and to the Accompanying Documentation according to point 2.3. of this Contract. The Buyer verifies the quantity of the Equipment at the place of delivery and confirms to the Supplier by e-mail within 5 (five) calendar days from the moment of the de facto delivery of the Equipment, the information regarding the delivery. The fact of receipt of the Equipment in terms of quantity shall be confirmed in the Transfer and Acceptance Act, drawn up by the responsible persons of the Buyer according to its internal regulations.

b) the quality of the Goods corresponds to the requirements of the Annexes to this Contract;

c) the packaging and integrity of the Equipment ensure its exploitation (operation) according to the destination.

4.2. In case of finding the non-compliance of the quality of Goods delivered with the established requirements, the Buyer has the right to refuse their receipt. In this case, the Supplier shall be obliged to reimburse to the Buyer all direct costs related to their receipt, including the payment of import duties, according to the legislation of the Republic of Moldova.

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

4.4. The Supplier undertakes to take all possible measures for the correct packaging and safe transport of the Equipment, as well as other services for its transport and dispatch, for the use of a crane or other technical means.

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

4.6. The packaging of the Equipment shall contain the following inscriptions in English *(marking)*:

Careful when transporting	
Do not throw	
Store in a dry place	
Contract:	
Supplier:	
Street:	
City:	
Country:	
Container no.:	
Order:	

5. Standards

5.1. The goods will comply with the requirements set out in the Annexes to this Contract

5.2. When no applicable Standard or Regulation is mentioned, the Standards or other Regulations authorized in the country of origin of the Goods shall be observed.

6. Obligations of the Parties

6.1. Under this Contract, the Supplier undertakes:

a) to ensure the Goods under the conditions provided by this Contract;

b) to deliver the appropriate conditions for the receipt of the Goods by the Buyer, within the established deadlines, in accordance with the requirements of this Contract;

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

d) to ensure the installation, adjustment, commissioning and maintenance of the Goods;

e) to reimburse to the Buyer all direct costs, related to the receipt of non-quality Goods, as well as to reimburse the expenses for the payment of import duties;

f) in the event of a discrepancy between the quantity of the Equipment delivered and the requirements of this Contract, the Supplier, on his/her own account, will deliver to the Buyer within the term established, the undelivered quantity of Goods;

g) to replace the non-compliant Goods in case of non-conformity of the delivered ones (quality defects);

h) to ensure the training of the technical staff of the Buyer in order to correctly use the Goods according to the requirements set out in the Annexes to this Contract.

6.2. Under this Contract, the Buyer undertakes:

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

b) to ensure for the Supplier the proper conditions for installation, adjustment, commissioning and maintenance of the Goods;

c) to ensure carrying out payments according to the conditions of this Agreement;

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

e) to ensure the proper exploitation of the Goods;

f) to send in writing, a notification to the Supplier regarding the quantity of non-compliant Goods including the cost of expenses incurred for delivery in foreign currency _____ (including import duties) based on the legislation in force of the Republic of Moldova and the amount of VAT.

7. Circumstances justifying non-execution of the Contract

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

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

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

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

8. **Resolution**

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

8.2. The contract may be terminated unilaterally by:

a) the Buyer, in case of refusal of the Supplier to deliver the Goods provided in this Contract;

b) the Buyer, in case of non-compliance by the Supplier with the delivery terms of the Goods;

c) the Supplier, in case of non-compliance by the Buyer of the payment terms of the Goods;

d) the Supplier or Buyer, in case of dissatisfaction by one of the Parties of the claims submitted under this Contract.

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

a) the supplier is, at the time of the Contract award, in one of the situations that would have determined its exclusion from the award procedure according to art. 19 of the Law no. 131/2015 on Public Procurement;

b) significant amendments were made to the Contract, requiring a new public procurement procedure in accordance with article 76 of the Law no. 131/2015 on public procurement

c) the Contract should not have been awarded to the respective Supplier, taking into account a serious breach of the obligations resulting from Law no. 131/2015 on Public Procurement and/or international treaties to which the Republic of Moldova is a party, which has been established by a decision of a national or, where appropriate, international court.

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

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

9. Complaints and dispute resolution

9.1. Complaints regarding the quantity/ quality of the Goods delivered shall be submitted to the Supplier within 5 (five) working days from the detection of the respective deficiencies.

9.2. The Supplier shall be obliged to examine the complaints submitted within 10 (ten) working days from the date of their receipt and to inform the Buyer of the decision taken.

9.3. In case of recognition of the complaints, the Supplier shall be obliged, within 10 (ten) working days, to deliver the undelivered quantity of goods to the Buyer, and in case of finding the improper quality, to replace or correct them.

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

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

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

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

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

9.8. If the response to the complaint is not submitted within the time limit, the party who received the complaint shall be considered 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 from or in connection with the Contract, including its conclusion, execution or termination, shall be sent to the International Commercial Arbitration Court of the Chamber of Commerce and Industry of the Republic of Moldova based on the Regulation of this Court. The decision of the Court shall be final and binding on the parties.

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

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

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

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

10. Sanctions

10.1. The form of guarantee of good execution of the Contract agreed by the Buyer is a bank letter or payment order, in the amount of 10 (ten)% of the value of the Contract.

10.2. For the refusal of the Supplier to execute any part of the obligations assumed under this Contract or for their improper execution, the guarantee of good execution of the Contract, established according to point 10.1, will be retained.

10.3. For the late delivery of the Goods or the provision of maintenance services, the Supplier bears material liability in the amount of 0.1% of the amount of the Goods not delivered,

for each day of delay, but not more than 10% of the total amount of this Contract. If the delay exceeds 30 days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the latter shall extend the term of validity of the guarantee of proper performance of the Contract, otherwise, it shall be considered as a refusal to deliver the Goods provided for in this Contract, and the Supplier shall lose the guarantee of proper performance of the Contract established in accordance with the provisions of clause 10.1.

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

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

10.6. The amount of the penalty accrued to the Supplier under this Contract may be deducted (withheld) by the Buyer from the amount of payments provided for in this Agreement.

11. Intellectual property rights

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

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

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

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

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

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

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

11.6. The Supplier guarantees that he/she owns all the intellectual rights over the Equipment and the Program Product that allow their unlimited use by the Buyer, including the right to capitalize the Program Product except for its transmission to third parties.

11.7. As proof of the implementation of the provisions of point 11.6 of this Contract, the Supplier will provide the Buyer with the technical documentation related to the Equipment and Program Product.

12. Final provisions

12.1. Disputes that may arise from this Contract shall be settled amicably by the Parties. Otherwise, they will be submitted for examination in the Court indicated in Chapter 9.

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

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

The Buyer:

Consignee: Public Institution "Public Services Agency" Address: MD 2012, Republic of Moldova, Chisinau municipality, 42 Aleksandr Puskin Street Fax: +373 22 21-22-59 Phone no.: +373 22 50-46-54 E-mail: <u>asp@asp.gov.md</u> Contact person: Phone no.: E-mail:

The Supplier:

Shipper: Address: Fax: Phone no.: E-mail: Contact person: Phone no. E-mail:

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

- on the date of transmission, if transmitted in person;

- within 5 (five) working days from the date of transmission, if the notification was sent by post by registered letter;

- on the date of sending the notification, if it was sent by e-mail;

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

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

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

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

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

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

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

12.11. This Contract shall be valid until 31.12.2025.

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

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

Legal, postal and payment	requisitions of the Parties
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Supplier	Buyer Public Institution "Public Services Agency"		
	Chisinau municipality, 42 Aleksandr Puskin Street Phone no.: 0-22-50-44-32 IBAN MD97VI000002224212555MDL Bank: CB "Victoriabank" SA Postal address of the Bank: Branch office no. 12, Chisinau Code: VICBMD2X884 Fiscal code: 1002600024700		

Signatures of the Parties

Supplier	Buyer Public Institution "Public Services Agency"		
Authorized signature:	Authorized signature:		
 S. P.	Director Mircea EŞANU S. P.		

Name of goods	Item model	Country of origin	Producer	Technical specification
Equipment for personalization of travel passports blanks (booklets) with polycarbonate-type data page. Warranty months				According to the Requirements set out in Annex no. 3.
Specialized program product for personalization of identity documents from the National Passport System, driving licences and registration certificates				According to the Requirements set out in Annex no. 4.

Technical specification

Signatures of the Parties

Supplier	Buyer Public Institution "Public Services Agency"	
Authorized signature:	Authorized signature: Director Mircea EŞANU	
S. P.	S. P.	

Annex no. 2 to Contract no _____ as of _____ 2022

			e specif	ications			
No.	Name of goods	Unit of measureme nt	Qua ntity	Price (MDL) without VAT	Price (MDL) with VAT	Amount (MDL) without VAT	Amount (MDL) with VAT
1.	Specialized equipment and program product for personalization of identity documents from the National Passport System, driving licences and registration certificates						
1.1	Specialized equipment for personalization of travel passports blanks (booklets) with polycarbonate-type data page	Units	6				
1.2	Maintenance of the specialized equipment for personalization of travel passports blanks (booklets) with polycarbonate-type data page (3 years)	-	-				
1.3	Adjustment (adaptation) of the specialized program product for personalization of identity documents from the National Passport System, driving licences and registration certificates (3 years) to the requirements set out in Annex no. 4	_	-				
1.4	Maintenance of the specialized Program product for personalization of identity documents from the National Passport System, driving licences and registration certificates (3 years)	-					
		L			TOTAL		

Signatures of the Parties

Supplier	Buyer Public Institution "Public Services Agency"
Authorized signature:	Authorized signature: Director Mircea EŞANU
S. P.	S. P.

Annex no. 3 to Contract no _____ as of _____ 2022

Requirements concerning the specialized equipment for personalization of travel passports blanks (booklets) with polycarbonate-type data page

Anne	ex no. 4
to Contract no	
as of	2022

Requirements concerning the Information System for personalization of identity documents from the National Passport System, driving licenses and registration certificates