

CONTRACT-TEMPLATE

**CONTRACT No. _____
on the procurement of goods**

I. GENERAL PART

Object of purchase: Portable biometric data collection equipment

CPV Code: 30210000-4

„_____” _____ 2025

Chisinau municipality

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 **the Portable biometric data collection equipment**, hereinafter referred to as the "Goods", under the open tendering procurement procedure No. _____ of _____, based on the Decision of the Procurement Working Group of the Buyer No. _____ of _____.
- b. The following documents will be considered parts of the Contract:
 - a) Technical Specifications - **Annex no. 1**;
 - b) Technical Requirements - **Annex no. 1.1**;
 - c) 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 the Goods to the Buyer and provide Support Services of the integration/adaptation of the integrated operating system to the existing system, according to the Buyer's requirements for the commissioning of the Goods and the training of the Buyer's personnel (hereinafter "*Related Services*") 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 of the delivery of Goods/provision of the related Services, the Contract price within the time and in the manner provided for in the Contract.

1. Object of the Contract

- 1.1. The Supplier undertakes to deliver the Goods/provide the Related Services according to the provisions of **Annexes no. 1, 1.1 and 2**, which are integral parts of this Contract.
- 1.2. The Buyer undertakes, in turn, to pay for and receive the delivered Goods /Related Services provided by the Supplier.

1.3. The quality of Goods/ Related Services must meet the requirements set out in **Annexes no. 1, 1.1** to this Contract.

1.4. The warranty period for the delivered Goods/ provided Related Services is indicated in **Annex no. 1.1** to this Contract.

2. Delivery terms and conditions

2.1. The Goods will be delivered and the Related Services will be provided within up to 150 (one hundred and fifty) calendar days from the date of signature of the Contract, under INCOTERMS 2020 rules - DAP Republic of Moldova, Chisinau municipality, 42, Aleksandr Puşkin street, according to the provisions of Annexes no. 1, 1.1 and 2 of this Contract.

2.2. The documentation accompanying the Goods shall include:

- a) Invoice/Tax Invoice issued through the SIA "e-Invoice";
- b) International transport invoice (CMR/AWB);
- c) Certificate of preferential origin of Goods (EUR.1);
- d) Declaration of Conformity EC;
- e) Copy of the export declaration;
- f) Act of delivery-receipt of the Goods (with the indication of the serial number for each separate Good).
- g) Act of provision of Services;
- h) Technical documentation (Technical Passport of the equipment, the operating and technical servicing instructions of the equipment).

2.3. The originals of the documents referred to in point 2.2. shall be presented to the Buyer at the latest at the time of delivery of Goods/the provision of Services. Delivery of Goods/provision of Services is considered completed at the time when the above documents are presented and accepted by the Buyer without objection.

3. Price and payment conditions

3.1. The price of delivered Goods / provided Services under this Contract is set out 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 is: _____ (*amount in figures and letters*) MDL/EUR, excluding/including VAT.

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

3.4. The method and terms of payment by the Buyer shall be: **within up to 20 (twenty) business days after delivery of the Goods, and the provision of the Related Services, submission of the accompanying Documentation as per point 2.2 and their 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 Contract.

4. Conditions of delivery-receipt

4.1. The Goods/Related Services are deemed delivered/provided by the Supplier and received by the Buyer if:

- a) the quantity of Goods/Related Services corresponds to the information indicated in Annex no. 2 and the accompanying documents according to point 2.2. of this Contract;
- b) the quality of Goods/Related Services corresponds to the requirements specified in **Annexes no. 1 and 1.1** of this Contract;
- c) the packaging and integrity of the delivered Goods allow their use according to their intended purpose.

4.2. The Supplier is obliged to present to the Buyer the documents specified in point 2.2., together with the delivery of the Goods/the provision of Related Services, for payment. Failure by the Supplier to comply with this clause, the Buyer reserves the right to increase the payment term specified in point 3.4. by the number of days of delay and to be exempted from paying the penalty established in point

5. Standards

5.1. The Goods/related Services delivered/provided under the Contract shall comply with the requirements set out in **Annexes no. 1 and 1.1** of this Contract.

5.2. The Goods supplied shall comply with the standards indicated in **Annex no. 1.1** to this Contract.

6. Obligations of Parties

6.1. Under this Contract, the Supplier undertakes:

- a) to deliver/provide the Goods/Related Services under the conditions provided for in this Contract;
- b) to notify the Buyer after signing this Contract, within **5 calendar days**, by telephone/fax or electronic means, about the availability of delivery/provision of the Goods/Related Services;
- c) to ensure appropriate conditions for the receipt of the Goods/Related Services by the Buyer, within the established deadlines, in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of the Goods/Related Services until their receipt by the Buyer.
- e) to ensure the functionality of the Goods and the free replacement of non-conforming Goods in accordance with the requirements indicated in the Contract.
- f) to reimburse the Buyer for all direct costs related to the receipt of substandard/non-conforming Goods, as well as to reimburse the expenses for payment of import duties.

6.2. Under this Contract, the Buyer undertakes:

- a) to take all necessary measures to ensure the timely receipt of the Goods/Related Services delivered/provided in accordance with the requirements of this Contract;
- b) to ensure payment for the delivered Goods/provided Related Services, in accordance with the terms and conditions indicated in this Contract.
- c) notify the Supplier of the quantity of non-conforming Goods and the cost of expenses incurred for delivery, based on the legislation in force of the Republic of Moldova and the amount of VAT.

7. Circumstances justifying the non-performance of the Contract

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

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

7.3. The occurrence of circumstances that justify the non-performance of the Contract, the time of triggering 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-performance of the Contract occur, it shall be modified by an additional agreement, including the modifications of the terms of execution, in case of a subsequent execution of the Contract. When points 7.1. and 7.3. are executed, the Parties modify the Contract by an additional agreement, concerning the partial or complete non-fulfillment of the obligations, including the modification of terms in case of suspension and subsequent execution of the Contract.

8. Termination

8.1. Termination of the Contract may be carried out with the joint 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/provision Related Services under this Contract;
- b) the Buyer in the event of the Supplier's failure to meet the delivery deadlines set;
- c) the Supplier in case of failure by the Buyer to meet the deadlines for the payment of Goods;
- d) the Supplier or the Buyer in the event of non-fulfilment by one of the Parties of the claims made under this Contract.

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

- a) the Supplier is, at the time of its assignment, 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 notify the other Party within **10 (ten) calendar days** of its intentions by a reasoned letter.

8.5. The Party notified undertakes to reply within **10 (ten) calendar days** of receipt of the notification. If no reply is given within the time limits, the initiating Party shall initiate the termination.

9. Claims

9.1. Complaints regarding the quantity of the delivered Goods/provided Related Services are submitted to the Supplier upon their receipt, being confirmed by a document drawn up jointly with the Supplier's representative.

9.2. Claims regarding the quality of the delivered Goods/provided Related Services are submitted to the Supplier within 30 (thirty) calendar days from the detection of quality deficiencies.

9.3. The Supplier is obliged to examine the submitted claims within 10 (ten) calendar days from the date of their receipt and to notify the Buyer of the decision made.

9.4. In case of recognition of the claims, the Supplier is obliged, within 30 (thirty) calendar days, to additionally deliver/provide to the Buyer the undelivered/not provided quantity of the Goods/Related Services, and in case of detection of inadequate quality, to correct them in accordance with the requirements indicated in point 6 of Part II Special Conditions of the Contract.

9.5. The Supplier is liable for the quality of the Goods/Related Services within the established limits, including for hidden defects.

9.6. In case of deviation from the quality of the Goods/Related Services, the expenses for detention or delay are borne by the guilty party.

9.7. When resolving the dispute, the Party claiming violation of the provisions of this Contract is obliged to submit a preliminary complaint to the other party, in accordance with the following requirements:

- complaints must be made in writing and sent by mail with acknowledgment of receipt;
- the complaint must contain:
 - the circumstances and attached documents, confirming the violation of the provisions of this Contract;
 - proposals for resolving the dispute that has arisen.

9.8. If the response to the complaint is not submitted within the established term, it shall be considered that the party that received the complaint agrees with the requirements for resolving the dispute.

9.9. In the event of impossibility of settlement, within 30 (thirty) days from the date of submission of the complaint, the dispute arising from or in connection with the Contract, including its conclusion, execution or termination, will be submitted for examination in accordance with the provisions of section 12.1 of this Contract.

10. Sanctions

10.1. The form of Performance Security of the Contract agreed by the Buyer is the payment order for the transfer of the amount to the Buyer's settlement account, in the amount of **10.0 %** of the total amount of the Contract.

10.2. For refusal to deliver/provide the Goods/Related Services, or for their improper delivery, the Performance Security established in accordance with the provisions of sub-clause 10.1 shall be withheld from the Supplier.

10.3. For late delivery/provision of Goods/ Related Services, the Supplier shall bear material liability in the amount of **0.5 %** of the cost of undelivered/not provided Goods/ Related Services for each day of delay, but not more than **10.0 %** of the total amount of this Contract. If the delay in the delivery/provision of Goods/Related Services or the delay in the removal of defects in their delivery/provision exceeds 10 (ten) calendar days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the mentioned delays are not considered to be refusal to deliver/provide the Goods/Related Services, applying only the penalties set forth

above. Otherwise it shall be considered as a refusal to deliver/provide the Goods/ Related Services provided for in this Contract and the Performance security established in accordance with the provisions of point 10.1 shall be withheld from the Supplier.

10.4. For late payment of Goods/related Services, 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 delivered Goods/ provided related Services.

11. Intellectual property rights

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

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/provided Goods/related Services, and

b) damages, costs, related taxes and expenses of any kind, except for the situation in which such a violation results from compliance with the Technical Specifications required by the Buyer.

12. Final provisions

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

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

12.3. Neither Party shall have the right 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 Agreement is considered concluded on the date of signing.

12.6. **This Contract is valid until 31 December 2025. The rights and obligations of Parties regarding the warranty on the delivered Goods/provided Related Services remain valid until the expiration of the warranty period established in this Contract.**

12.7. This Contract represents the agreement of will of the Parties and shall be deemed signed on the date of the last signature by one of the Parties.

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

II. SPECIAL CONTRACT CONDITIONS

1. **The related Services are included in the price of the Goods and will be provided at the Buyer's headquarters and/or remotely (as the case may be) at the address: Chisinau municipality, 42, Aleksandr Puşkin street.**

2. **The right of ownership over the Goods and the risks related to them pass from the Supplier to the Buyer at the time of delivery of Goods according to DAP INCOTERMS 2020 rules.**

3. **Without prejudice to DAP INCOTERMS 2020 rules, all prices indicated in the Contract 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.**

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. The copy/extract of 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. The copy/extract of Certificate of Residence will be presented until payment is made by the Buyer.

5. The Goods will be transported packaged in such a way as to ensure their integrity during transportation and receipt by the Buyer. The packaging of Goods must contain the following inscriptions in English (marking):

Careful when transporting

Do not throw away

Store in a dry place

Contract: _____ Supplier: _____

Street: _____

City: _____ Country: _____

Palette no.: _____

Order: _____

Type: _____

6. In the event of detection of non-compliance of the quality of delivered Goods with the established requirements, the Buyer has the right to refuse their reception, and the Supplier undertakes to ensure their free replacement within 30 (thirty) calendar days and reimburse the Buyer for all direct costs related to the receipt of the non-conforming Goods, as well as to reimburse the expenses for the payment of import duties (customs duty, customs procedures, VAT – value added tax). In this respect, the Buyer shall notify the Supplier of the quantity of non-compliant Goods and shall indicate the amount of expenses (in foreign currency - Euro) incurred for the payment of import customs duties (customs duty, customs procedures, etc, VAT – value added tax) according to the legislation of the Republic of Moldova. On the basis of the calculations provided by the Buyer, the Supplier shall draw up a Credit Note for the amount indicated in the notification and shall submit it to the Buyer. The amount of the Credit Note will be paid by the Supplier to the settlement account of the Buyer within 5 (five) business days from the date of its presentation.

7. Unless expressly provided for 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 e-mail addresses of the Parties.

8. The final acceptance of the Goods will be based on the operational tests carried out at the time of commissioning. The Goods must be able to perform all the processes and performances specified in Annexes no 1 and 1.1 of the Contract.

The final receipt of the Goods will be confirmed by the Parties' signature without objection of the Act of handing over of the Goods and the Act of Provision of Services drawn up in 2 copies.

9. Contact details of the Parties:

The Buyer:

Public Institution „Public Services Agency”

Address: MD 2012, Republic of Moldova, Chisinau municipality, no. 42, Aleksandr Pushkin street.

Fax: +373 22

Phone no.: +373 22

E-mail: asp@asp.gov.md

Contact person:

Phone no.: +373

E-mail: asp@asp.gov.md

The Supplier:

Address:

Fax: +

Phone no.: +

E-mail:

Contact person:

Phone no.: +

E-mail:

10. Notifications shall be deemed to have been received:

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

11. The Parties undertake to inform each other of any changes to the contact details for notifications, indicated in this section of the Contract within 7 (seven) business days of the date on which such changes occur.

12. Language of communication: English or Romanian.

Legal, postal and bank details of the Parties:

The Supplier	The Buyer
Legal address: IDNO : EUR Acc. No: SWIFT: Phone number: E-mail:	Legal address: no. 42, Aleksandr Puskin street, Chisinau municipality, MD 2012 Phone number: 022-50-44-20 Bank: „Victoriabank” JSC Branch no. 12, Chisinau municipality, IBAN: MD76VI000000002224912402MDL MD76VI000000002224912402EUR Tax code: 1002600024700 Bank code: VICBMD2X884

Signatures of the Parties:

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

TECHNICAL SPECIFICATIONS - according to data from Annex no. 22

Object of purchase: Portable biometric data collection equipment

Signatures of the Parties:

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

Technical requirements – **as indicated in the Annex to the Announcement of Participation**

Object of purchase: Portable biometric data collection equipment

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

Object of purchase: Portable biometric data collection equipment

Signatures of the Parties:

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