

CONTRACT - TEMPLATE

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

I. GENERAL PART

**Object of the procurement: Test equipment of machine-readable passports (MRP) and
identification cards (ID)**

CPV Code: 38540000-2

” _____ ” _____ 2024

Chisinau municipality

The Supplier of Goods	The Contracting Authority
_____, <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 test equipment of machine-readable passports (MRP) and identification cards (ID), hereinafter referred to as the "Goods", according to the public procurement procedure type - Request for Price Quotations no. _____ of _____, based on the Decision of the Buyer's Working Group on Public Procurement no. _____ of _____.
- b. The following documents shall be considered as component and integral parts of the Contract:
 - 1) Technical specifications - Annex no.1;
 - 2) Technical requirements - Annex no. 1.1;
 - 3) Price specifications - Annex no. 2.
- c. In the event of discrepancies or inconsistencies between the component documents of the Contract, the documents shall have the order of priority as listed above.
- d. As a counter value of payments to be made by the Buyer, the Supplier hereby undertakes to deliver the Goods / provide installation, setting/adjustment, commissioning of Goods and training of the Buyer's

personnel (hereinafter „related Services”) and remove their defects in compliance with the Contract provisions in all aspects.

e. The Buyer hereby undertakes to pay to the Supplier, as a counter value of the delivery of the Goods/provision of related Services, the price of the Contract under the terms and modality established 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 of this Contract.

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

1.3. The quality of Goods shall meet the requirements indicated in Annexes no. 1 and 1.1 to this Contract.

1.4. The warranty period for the delivered Goods: 12 months from the date of signing the Act of delivery-receipt of Goods.

2. Delivery terms and conditions

2.1. The delivery of Goods, including installation, setting/adjustment, commissioning of Goods and training of the Buyer's personnel is carried out by the Supplier from the date of contract signing until December 27, 2024, according to technical requirements indicated in Annexes no. 1 and no.1.1 of this Contract.

The goods will be delivered under the conditions of DAP INCOTERMS 2020 rules, Republic of Moldova, Chisinau municipality, 28, Salcânilor Street. In case of delivery of Goods by road transport the Supplier shall contract vehicles accompanied by TIR carnet or other customs guarantees applicable throughout the transportation period to the destination.

2.2. Documentation accompanying the Goods includes:

- Invoice/Tax invoice;
- International transport waybill (CMR/AWB);
- Certificate of Preferential Origin of Goods (EUR.1);
- EC Declaration of Conformity;
- Copy of export declaration;
- Technical documentation (Technical passport of the equipment, instructions for operation and maintenance of Goods);
- Act of delivery-receipt of Goods (2 copies);

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

3. Price and payment conditions

3.1. The price of Goods delivered under this Contract shall be set in _____ MDL/EUR, being indicated in Annex no. 2 . Price specifications to this Contract.

3.2. The total amount of this Contract is: _____ (amount in figures and letters) MDL/EUR, excluding /including VAT. 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 will be made in MDL/EUR.

3.4. The method and conditions of payment made by the Buyer shall be: within 20 (twenty) business days after the delivery of the requested Goods, including installation, setting/adjustment, commissioning of Goods and training of the Buyer's personnel, presentation of the accompanying Documentation specified in article 2.2 accepted without objection by the Buyer.

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

4. Conditions of delivery and receipt

4.1. The Goods are deemed delivered/ related Services 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 article 2.2 of this Contract.

b) the quality of Goods / related Services corresponds to the requirements specified in Annexes no. 1 and no. 1.1 of this Contract;

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

4.2. The Supplier undertakes to provide to the Buyer the documents specified in point 2.2, along with the delivery of Goods, in order to make the payment. For the Supplier's failure to comply with the provisions of this clause, the Buyer reserves the right to increase the payment period set out in article 3.4 by the respective number of days of delay and shall be exempted from the liability to pay the penalty set out in article 10.4.

5. Standards

5.1. The goods provided under the Contract shall comply with the requirements set out in Annexes no. 1 and 1.1 of 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 / provide the related Services under the conditions provided for in this Contract;

b) to notify the Buyer after the signing of this Contract, within 5 calendar days, by telephone/fax or electronic means, about the availability of the Goods delivery;

c) to ensure appropriate conditions for the reception of Goods / provision of related services by the Buyer, within the established time limits, in accordance with the requirements of this Contract;

d) to ensure the integrity and quality of the delivered Goods/ provided Services until their reception by the Buyer;

g) to reimburse the Buyer all direct costs related to the receipt of non-qualitative Goods, as well as to reimburse the expenses for the payment of import customs duties.

6.2. Under this Contract, the Buyer undertakes:

a) to take all necessary steps to ensure the timely acceptance of the delivered Goods / provided related Services in accordance with the requirements of this Contract;

b) to ensure the payment for the delivered Goods /provided related Services in compliance with the modalities and terms indicated in this Contract;

c) to ensure the functionality of the Goods and the free replacement of non-compliant Goods according to the requirements indicated in the Contract ;

d) to notify the Supplier regarding the quantity of non-compliant Goods and the cost of the expenses (in foreign currency - Euro) incurred for the payment of import customs duties (customs duty, customs procedures, VAT – value added tax) according to the legislation of the Republic of Moldova.

7. Circumstances justifying 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-execution 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-execution 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-execution of the Contract.

7.3. The occurrence of circumstances that justify the non-execution 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-execution 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 articles 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 by mutual agreement of the Parties.

8.2. The Contract may be terminated unilaterally by:

- a) The Buyer, in the event of Supplier's refusal to deliver the Goods/ provide related Services under this Contract;
- b) The Buyer, in the event of Supplier's failure to comply with the established time limits for the delivery of Goods / provision of related Services;
- c) The Supplier, in the event of the Buyer's failure to comply with the time limits for payment of the delivered Goods / provided related Services;
- d) The Supplier or the Buyer in the event of non-fulfilment by either Party of claims made under this Contract.

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

- a) At the moment of awarding the Contract, the Supplier is in one of the situations that would have determined its exclusion from the awarding procedure pursuant to art. 19 of Law no. 131/2015 on public procurement;
- b) The Contract has been the subject of a substantial amendment 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 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, where appropriate, international judiciary authority.

8.4. The Party initiating the termination of the Contract shall be bound to inform the other Party within 10 business days about its intentions by a motivated letter.

8.5. The notified Party shall be bound to answer within 10 business days from the receipt of the notice. If the answer is not given within the established time limits, the initiating Party shall initiate the termination.

9. Claims

9.1. Complaints concerning the quantity of the delivered Goods/ provided related Services shall be forwarded to the Supplier at the moment of their receipt, being confirmed by a document drawn up jointly with the Supplier's representative.

9.2. Complaints concerning the quality of the delivered Goods / provided related Services shall be submitted to the Supplier within 20 calendar days from the detection of quality deficiencies.

9.3. The Supplier is obliged to examine the submitted claims within 10 business days from the date of their receipt and to inform the Buyer of the decision taken.

9.4. In case of acknowledgement of claims, the Supplier is bound, within 10 calendar days, to additionally deliver to the Buyer / provide related Services the undelivered quantity of Goods /unprovided services, and in case of a finding of inadequate quality, to replace them in time or to correct them in accordance with the requirements of the Contract.

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

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

10. Sanctions

10.1. The form of Performance Security of the Contract agreed by the Buyer shall be a bank guarantee letter in original (hand-signed paper document without the application of the electronic signature or the document confirmed by electronic signature of the economic operator - electronic signature recognized on the territory of the Republic of Moldova) or a payment order for the transfer of the amount to the Buyer's settlement account, in the amount of 5,0 % of the total amount of the Contract.

10.2. For refusal to deliver the Goods/ provide the related Services, or for their improper delivery/provision, the Performance Security established in accordance with the provisions of article 10.1 shall be withheld.

10.3. For late delivery of Goods/provision of related Services, the Supplier shall bear material liability in the amount of 0.1 % of the amount of undelivered Goods/unprovided related Services for each day of delay, but not more than 5,0 % of the total amount of this Contract. If the delay in the delivery of Goods/provision of related Services or the delay in the removal of defects in their delivery/provision exceeds 10 calendar days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the Supplier shall extend the period of validity of the Performance Security, otherwise it shall be considered as a refusal to deliver the Goods/ provide related Services set out in this Contract and the Performance Security established in accordance with the provisions of article 10.1 shall be withheld.

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 is 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/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.

11.2. In the event that a part of the Goods will be considered a violation of the industrial or intellectual property rights of a third party, and will result in illegality or impossibility of use, the Supplier shall, at its own expense, at its option, acquire for the Buyer the right to continue using the Goods or to replace them with equivalent Goods which do not infringe the rights of third parties, but having the same functionality, or to change the Goods in such a way as not to infringe the anyone's rights but with preservation of the functional equivalents.

11.3. The Supplier warrants that it owns all intellectual rights in the Goods which enable unlimited use/management thereof 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 sent for examination to the competent court according to 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 clauses of the Contract, by 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 the Contract. The amendments and additions to this Contract shall be valid only if they are made in writing and signed by both Parties.

12.3. Neither Party shall have the right to transmit its obligations and rights stipulated in this Contract to third parties without the written consent of the other Party.

12.4. This Contract is hand-signed by both parties, it is drawn up in four copies (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 signing by both Parties.

12.6. This Contract is valid until December 31, 2024. The rights and obligations of the Parties regarding the warranty for the delivered Goods shall remain valid until the expiry of the warranty period set out 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. Copies of the documents referred to in letter a) to f) of article 2.2 of the General Part of the Contract shall be sent by the Supplier to the Buyer's electronic address no later than 2 (two) business days until the delivery of the Goods, with the notification of the Buyer on the delivery tracking number, the date of dispatch, the list of all accompanying documents sent.

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 INCONTERMS 2020 rules.
3. The place of delivery of Goods to the Buyer: according to DAP INCOTERMS 2020 rules 28, Sălcișilor Street, Chisinau municipality, Republic of Moldova. .
4. The costs of transportation, installation, setting/adjustment, commissioning of the Goods and training of the Buyer's personnel are included in the price of the Goods.
5. The Goods shall be transported packaged in such a way as to ensure their integrity during transportation, handling and storage until they are handed over to the Buyer. Each part or accessory shall be packaged so as to protect it during transportation.
6. 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: _____
 - Container No.: _____
7. The related services of installation, setting/adjustment, commissioning of the Goods and training of the Buyer's personnel shall be carried out in the presence of the Supplier's representative or online through remote consultation and guidance. The Supplier shall provide all necessary assistance for the commissioning of the Goods, including the provision of related Services, which will be confirmed by the signing without objections by the Parties of the Act of delivery-receipt of Goods, drawn up in 2 copies.
8. The final reception of the related Goods/Services will be based on the operational tests carried out at the time of commissioning. The goods must be capable of carrying out all the processes and performances specified in Annexes 1 and 1.1 of the Contract.
9. Without prejudice to DAP INCONTERMS 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.
10. 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 Buyer 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.
11. 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. In this case, the Supplier is bound to reimburse to the Buyer all direct costs related to reception of non-conforming Goods, including the payment of import duties according to the legislation of the Republic of Moldova. 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 Note for the amount indicated in the notification and shall submit it to the Buyer. The amount of the 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.
12. Except for the cases expressly provided for in this Contract, all notifications regarding the sending of messages, requests, letters and other types of correspondence between the Parties, or notifications under this Contract must be made in writing, handed over personally or sent by registered

letter to the postal address or electronic address or by other means of communication, previously agreed by Parties.

The Buyer:

Recipient: Public Institution „Public Services Agency”

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

Fax: +373 22

Phone no.: +373 22

E-mail: asp@asp.gov.md

Contact person:

Phone no.: +373

Email: asp@asp.gov.md

The Supplier:

Sender:

Address:

Fax: +

Phone no.: +

E-mail:

Contact person:

Phone no.: +

Email:

Notifications shall be deemed to have been received:

- on the date of transmission if sent by e-mail;
- 7 (seven) calendar days if sent by registered mail;
- on the date of confirmation if sent by fax.

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) calendar days of the date on which such changes occur.

13. Language of communication: English or Romanian.

14. During the warranty period, the Supplier shall ensure the proper functioning of the Goods by removing any defects or non-compliant operation for no more than 15 business days from the moment of the request.

15. The validity period of the Performance Security is 30 days longer than the validity period of the Contract.

Legal, postal and payment data of the Parties:

The Supplier	The Buyer Public Institution "Public Services Agency"
Address: _____ _____	Address: MD-2012, Chisinau municipality, 42, Aleksandr Pushkin street
Phone no.: _____	Phone no.: (022) 50-44-20
Bank: _____	Bank: "Victoriabank" S.A.
Branch _____	IBAN: MD97VI000002224212555MDL, Branch no. 12, Chisinau municipality
IBAN: _____	Bank code: VICBMD2X884
Bank code: _____	Tax code: 1002600024700

VAT code: _____	
Tax code: _____	
E-mail: _____	

Signatures of the Parties:

The Supplier

The Buyer

Annex no. 1
to the Agreement no. _____
of _____ 2024

Technical Specifications

Test equipment of machine-readable passports (MRP) and identification cards (ID)

CPV Code: 38540000-2

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Signatures of the Parties

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

Technical requirements

According to the annex to the procurement notice

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Signatures of the Parties

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

Annex no. 2
to the
Agreement no. _____
of _____ 2023

Price Specifications

Test equipment of machine-readable passports (MRP) and identification cards (ID)

CPV Code: 38540000-2

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Signatures of the Parties

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