

CONTRACT - TEMPLATE

**CONTRACT no. _____
on the purchase of services**

1. GENERAL PART

**Object of purchase: Technical support services for the EJBCA software product
CPV Code: 72250000-2**

<p>„____” _____ 2024</p> <p style="text-align: right;">Chisinau Municipality</p> <p style="text-align: center;">The Provider</p> <p>_____, <i>the full name of the enterprise, association, organization</i>) represented by _____, <i>(position, last name, first name)</i> acting on the basis of _____, <i>(Statute, Regulation, Decision etc.)</i> hereinafter referred to as the <i>Provider</i>, _____ <i>(the number and date of registration in the State Register)</i> on the one part,</p>	<p style="text-align: center;">The Beneficiary</p> <p>Public Institution „Public Services Agency”, represented by _____, <i>(position, last name, first name)</i> acting on the basis of the Statute, hereinafter referred to as the <i>Beneficiary</i>, IDNO 1002600024700, date of registration in the State Register of Legal Entities: 19.07.2017, on the other part,</p>
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hereinafter jointly referred to as the *Parties*, and each separately as the *Party*, have concluded this Contract relating to the following:

- a. The procurement of Technical support services for the EJBCA software product hereinafter referred to as the Services, according to the procurement procedure – Request for Price Quotations no. _____ of _____, based on the Decision of the Beneficiary’s Working Group on Public Procurement no. ____ of _____.
- b. The following documents shall be deemed to be component parts of the Contract:
 - a) Technical Specifications - Annex no. 1;
 - b) Price Specifications - Annex no. 2.
- c. In case of any discrepancies or inconsistencies between the component documents of the Contract, the documents shall have the order of priority as specified above.
- d. As a counter value of payments to be made by the Beneficiary, the Provider hereby undertakes to provide the Services to the Beneficiary in compliance with the Contract provisions in all the aspects.
- e. The Beneficiary hereby undertakes to pay to the Provider, as a counter value of the Services provided, the price of the Contract under the terms and modality established in the Contract.

1. Object of the Contract

- 1.1. The Provider undertakes to provide the Services in accordance with the specifications stated in Annexes no.1 and 2 to this Contract.
- 1.2. The Beneficiary, in turn, undertakes to pay for and accept the Services provided by the Provider.
- 1.3. The Services provided under the Contract shall comply with the requirements indicated in Annex no. 1 to this Contract.
- 1.4. The warranty terms of the Services are indicated in Annex no. 1, Technical Specifications.

2. Terms and Conditions of Service Provision

2.1. The Services shall be performed by the Provider upon the Beneficiary's request, remotely, via telephone and e-mail/Internet, for the period January - December 2025, according to the specifications stated in Annexes no. 1 and 2 to this Contract.

2.2. The accompanying documentation for the Services shall include:

- Invoice/Tax Invoice;
- Act of provision of Services.

2.3. The original of the Invoice/Tax Invoice will be presented to the Beneficiary after the signing of the Contract. The Act of provision of Services will be presented after the full execution of the Contract.

3. Price and Conditions of Payment

3.1. The price of the Services provided under this Contract shall be established in _____MDL/EURO, being indicated in the Price Specifications stated in Annex no. 2 to this Contract.

3.2. The total amount of this Contract is: _____MDL/EURO, without VAT. According to the exchange rate of the National Bank of Moldova dated 00.00.0000 (the date of opening the offer) 1 EUR = 00,00 MDL, the amount of the offer in MDL is 0000,00 MDL without VAT.

3.3. Payments for the provided Services shall be made in MDL/EURO.

3.4. The method and conditions of payment by the Beneficiary will be: in advance, within 20 (twenty) working days after the presentation of the Invoice/Tax Invoice issued through the SIA "e-Invoice", accepted without objection by the Beneficiary.

3.5. Payments will be made by bank transfer to the settlement account of the Provider as indicated in this Contract.

4. Conditions of handing-over and acceptance

4.1. The Services shall be deemed to have been provided by the Provider and accepted by the Beneficiary, if:

- a) the quantity of Services corresponds to the information indicated in the specifications stated in Annexes no.1 and no.2 to this Contract and the accompanying documents according to point 2.2 to this Contract.
- b) the quality corresponds to the information indicated in the requirements specified in Annex no.1 to this Contract.

4.2. The Provider is obliged to submit the original of the Invoice/Tax Invoice to the Beneficiary after signing the Contract, for advance payment. For the Provider's failure to comply with the provisions of this clause, Beneficiary reserves the right to extend the payment term provided in the clause 3.4 by the respective number of days of delay and shall be exempted from the liability to pay the penalty provided in the clause 10.4.

5. Standards

5.1. The Services provided under the Contract shall meet the requirements of Annex no. 1.

5.2. When no applicable standard or regulation is mentioned, the standards or other regulations authorized in the Republic of Moldova will be respected.

6. Obligations of the Parties

6.1. Pursuant to this Contract, the Provider undertakes to:

- a) provide the Services in accordance with the provisions of this Contract;
- b) notify the Beneficiary, after signing this Contract, within 5 calendar days, by telephone/fax or electronic means, about the availability of Services provision;
- c) to ensure the appropriate conditions for receiving the Services by the Beneficiary within the established time limits, in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of the Services for the entire period of the Contract validity.

6.2. Pursuant to this Contract, the Beneficiary undertakes to:

- a) take all necessary measures to ensure the acceptance of provided Services within the established time limit in accordance with the requirements of this Contract;
- b) to ensure the due payment for the Services, in accordance with the terms and conditions indicated in this Contract.

7. Circumstances justifying non-performance of the contract

7.1. The parties shall be exempted from liability for the partial or complete non-fulfillment 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 modification of the terms of execution, in case of a subsequent execution of the Contract. When sub-clauses 7.1. and 7.3. are executed, the Parties modify the Contract by an Additional Agreement, regarding the partial or complete non-fulfillment of the obligations, including the modification of terms in case of suspension and subsequent execution of the Contract.

8. Termination

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

8.2. The Contract may be terminated unilaterally by:

- a) The Beneficiary, if the Provider refuses to provide the Services under this Contract;
- b) The Beneficiary, in case the Provider fails to observe the established delivery terms;
- c) The Provider, in case the Beneficiary fails to observe the payment due dates for the Services;
- d) The Provider or Beneficiary, in case one of the Parties fails to satisfy the claims submitted under this Contract.

8.3. The Beneficiary may unilaterally terminate this contract during its validity period in any of the following situations:

- a) The Provider was, at the moment of awarding the contract, in one of the situations that would determine its exclusion from the awarding procedure pursuant to the art. 19 of the Law no.131/2015 on the public procurements;
- b) The Contract has been the subject of a substantial amendment requiring a new public procurement procedure in accordance with the art. 76 of the Law no.131/2015 on the public procurements;
- c) the Contract should not have been awarded to the respective Provider, bearing in mind a serious breach of obligations resulting from the Law no. 131/2015 on public procurements and/or any international treaties to which the Republic of Moldova is party, which was ascertained by a decision of a national or, as the case may be, international judiciary authority.

8.4. The Party initiating the process of Contract termination shall be obliged to notify the other Party about its intentions by a reasoned letter within 5 working days.

8.5. The notified Party is obliged to answer within 5 working days from the receipt of the notification. If the answer is not given within the established time limits, the initiating Party shall initiate the Contract termination.

9. Complaints

9.1. The complaints on the quantity of the provided Services shall be submitted to the Provider at the time of their acceptance, being confirmed by a document drawn up jointly with the Provider.

9.2. The claims on quality of the provided Services shall be submitted to the Provider within 20 working days from the moment of quality defects identification.

9.3. The Provider is obliged to examine the submitted complaints within 5 working days from their acceptance and inform the Beneficiary about the decision made.

9.4. In case of the recognition of claims the Provider is obliged to additionally deliver to the Beneficiary the quantity of not performed Services within 5 days and, if inappropriate quality is detected – to substitute or correct them in accordance with the requirements of the Contract, within a term nominated above, without additional costs for the Beneficiary.

9.5. The Provider shall bear responsibility for the quality of Services within the established limits, including for the hidden defects.

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

9.7. Upon the resolution of the dispute, the Party that claims the violation of the provisions of this Contract shall be obliged to submit a prior complaint to the other Party in accordance with the following requirements:

- Complaints must be made in writing and sent by post with advice of receipt;

- The complaint must contain:

- The circumstances and attached documents, which confirm the violation of the provisions of this Contract;

- Proposals to resolve the dispute that has arisen.

9.8. If the response to the complaint is not presented within the established term, the Party that has received the complaint shall be deemed to have agreed with the requirements for resolving the dispute.

9.9. In case of impossibility of settlement, within 30 (thirty) days from the date of presentation 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 point 12.1 of this Contract.

10. Penalties

10.1 The form of the Performance guarantee: is not required for this Contract.

10.2 In case of refusal to provide the Services or for their improper provision, the Provider shall bear a penalty in the amount of 5.0 % of the total amount of this Contract.

10.3 In case of the late provision of the Services, the Provider shall bear the compensation in the amount of 0.1% of the amount of not provided Services, for each day of delay, but not more than 5% of the total amount of this Contract. If the delay in the provision of Services or the delay in removing the shortcomings related to their provision exceeds 10 (ten) days, it shall be deemed to be a refusal to provide the Services laid down herein and the penalty provided for in clause 10.2 shall be applied to the Provider.

10.4 In case of the late payment for the Services, the Beneficiary shall bear the compensation in the amount of 0.1% of the amount for Services not paid on time, for each day of delay, but not more than 2% of the total amount of this Contract.

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

11. Intellectual Property Rights

11.1. The Provider shall be obliged to indemnify the Beneficiary 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 provided 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 Beneficiary.

12. Final Provisions

12.1. Disputes that could result from this Contract shall be solved by the Parties amicably. Otherwise, they shall be submitted for examination to the court (at the Beneficiary's headquarters), 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. Amendments and additions to this Contract shall be valid only if they are made in writing and signed by both Parties.

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

12.4. This Contract is signed electronically by both Parties and is automatically delivered by electronic means in Romanian and translated into English, one copy in each language for the Provider and the Beneficiary, priority being given to the copies drawn up in Romanian. In the case of signing the Contract by both Parties on paper, it is drawn up in two copies in Romanian and two copies translated into English, one copy in each language for the Provider and the Beneficiary, priority being given to the copies drawn up in Romanian.

12.5. This Contract is considered concluded on the date of signing and enters into force on January 1, 2025.

12.6. This Contract is valid until **December 31, 2025**.

12.7. This Contract is an agreement of the will of the Parties and is deemed to be signed on the date of application of the last signature by one of the Parties.

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

II. SPECIAL CONTRACT CONDITIONS

1. The place of provision of Services: remotely, for the software product installed at the address: 42, Aleksandr Pushkin street, Chisinau municipality.

2. In order to apply the provisions of international treaties regarding the avoidance of double taxation on non-residents, the Provider shall present the “Certificate of residence” issued by the competent authority in its state of residence, otherwise, the Beneficiary will withhold the income tax in the amount of 12% from the amount 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 Romanian language, except for the one issued in English.

Legal, postal and bank details of the Parties:

The Provider	The Beneficiary Public Institution “Public Services Agency”
Legal address: IDNO : EUR Acc. No: SWIFT: Phone number: E-mail:	Legal address: 42, Aleksandr Puskin Street, Chisinau municipality. 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 Provider	The Beneficiary Public Institution “Public Services Agency”
<i>Authorised signature:</i>	<i>Authorised signature:</i>
_____	_____

Annex no.1
to the Contract no. _____

TECHNICAL SPECIFICATIONS - according to data from Annex no. 22

Object of purchase: Technical support services for the EJBCA software product

Signatures of the Parties

The Provider	The Beneficiary Public Institution “Public Services Agency”
<i>Authorised signature:</i> <hr/>	<i>Authorised signature:</i> <hr/>

to the Contract no. _____
of _____ 2024

PRICE SPECIFICATIONS - according to data from Annex no. 23

Object of purchase: Technical support services for the EJBCA software product

Signatures of the Parties

The Provider	The Beneficiary Public Institution “Public Services Agency”
<i>Authorised signature:</i> _____	<i>Authorised signature:</i> _____