

# PUBLIC PROCUREMENT

De acord cu modelul de contract propus

CONTRACT No. \_\_/CMV

Subject of procurement:

CPV Code:

Chişinău Municipality

Service Provider	The Beneficiary / Contracting Authority
<p>„BDR Associates Communication Group” S.R.L. (full name of the company, association, or organization) represented by <b>Mr. Tudor STAN</b>, (position, first and last name) acting based on <b>the company’s statute</b> hereinafter referred to as the <b>Supplier/Service Provider</b>, <b>Tax Identification Number</b> <b>RO8046178/22.01.1996</b>, <b>EUID</b> <b>ROONRC.J1995009578401</b>  of the first part,</p>	<p>The Public Institution "Investment Agency", represented by its Director, <b>Ms. Natalia BEJAN</b>, acting pursuant to the Statute approved by Government Decision No. 439/2023, Tax Identification Number 1006601001078, hereinafter referred to as "the Beneficiary",</p>

hereinafter collectively referred to as "the Parties", have concluded this Contract regarding the following:

- Promotion services for Moldovan brands – Germany and Switzerland, hereinafter referred to as "the Services", in accordance with the *Open Tender Procedure*.
- The following documents shall be considered integral parts of the Contract:
  - Annex – Technical and Price Specifications.
- In the event of discrepancies or inconsistencies between the Contract documents, the documents shall prevail in the order listed above.
- In exchange for the payments to be made by the Beneficiary, the Service Provider agrees to provide the Services and remedy any defects thereof in full compliance with the terms of the Contract.
- The Beneficiary agrees to pay the Service Provider the Contract price for the provision of the Services in accordance with the terms and conditions set forth herein.

## 1. Subject of the Contract

- The Service Provider undertakes to deliver the Services in accordance with the Service Specification (Annex), which forms an integral part of this Contract.
- The Beneficiary, in turn, agrees to receive and pay for the Services provided by the Service Provider.

## **2. Terms and Conditions of Service Delivery**

2.1. The Services shall be provided by the Service Provider upon request of the Beneficiary, in the timeframes stipulated in the Service Specification (Annex).

2.2. The accompanying documentation for the Services shall include:

- a) The tax invoice ("e-Invoice"), issued during the validity period of the Contract;
- b) The service delivery and acceptance report.

2.3. The originals of the documents listed in Clause 2.2 shall be submitted to the Beneficiary on a monthly basis. The service delivery shall be deemed completed upon submission of these documents.

## **3. Price and Payment Terms**

3.1. The total value of this Contract is established in MDL and amounts to: \_\_\_\_\_, **VAT included.**

3.2. Payments shall be made by bank transfer to the Service Provider's settlement account specified in this Contract. 3.3. The method and payment terms shall be: within 30 days after the provision of the Services in accordance with the Contract and based on the documents listed in Clause 2.2.

## **4. Delivery and Acceptance Conditions**

4.1. The Services shall be deemed delivered by the Service Provider and accepted by the Beneficiary if:

the quantity of the Services matches the information provided in the Price and Technical Specification (Annex) and the accompanying documents as per Clause 2.2.

## **5. Standards**

5.1. The Services provided under the Contract shall comply with the standards presented by the Service Provider in its technical proposal.

5.2. In the absence of specified standards or regulations, the Services shall comply with the standards or other authorized regulations in the country of origin.

## **6. Obligations of the Parties**

6.1. The Service Provider shall:

- a) provide the Services under the conditions set forth in this Contract;
- b) notify the Beneficiary within 5 calendar days from the signing of the Contract, by phone or electronic means, regarding the readiness to provide the Services;
- c) ensure appropriate conditions for the receipt of the Services by the Beneficiary within the established deadlines and in accordance with the requirements of the Contract;
- d) ensure the integrity and quality of the Services until their acceptance by the Beneficiary.

6.2. The Beneficiary shall:

- a) take all necessary measures to ensure the receipt of the Services within the established deadlines in accordance with the Contract;
- b) pay for the Services in accordance with the terms and conditions stipulated in the Contract.

## **7. Force Majeure**

7.1. The Parties shall be exempted from liability for partial or total failure to perform their obligations under this Contract if such failure results from force majeure events (wars, natural disasters: fires, floods, earthquakes, and other circumstances beyond the control of the Parties).

7.2. The Party invoking force majeure shall notify the other Party immediately (but not later than 10 days) about the occurrence of such circumstances.

7.3. The occurrence, beginning, and duration of force majeure must be confirmed by a certificate issued by a competent authority in the country of the Party invoking such circumstances.

7.4. In case of force majeure, the Contract may be amended by an addendum, including the modification of execution terms. If Clauses 7.1 and 7.3 apply, the Parties shall amend the Contract via an addendum regarding partial or full non-performance, including rescheduling the performance.

## **8. Termination**

- 8.1. The Contract may be terminated by mutual agreement of the Parties.
- 8.2. The Contract may be unilaterally terminated by: a) the Beneficiary in case of refusal by the Service Provider to deliver the Services; b) the Beneficiary in case of non-compliance with the delivery deadlines; c) the Service Provider in case of non-payment by the Beneficiary; d) either Party if justified claims under the Contract are not resolved.
- 8.3. The Beneficiary may unilaterally terminate the Contract during its validity if: a) the contractor was, at the time of award, in a situation that would have led to exclusion under Article 19 of Law No. 131/2015 on Public Procurement; b) the Contract was substantially amended in violation of Article 76 of Law No. 131/2015; c) the Contract should not have been awarded due to a serious breach of obligations under Law No. 131/2015 or international treaties of the Republic of Moldova, confirmed by a court decision.
- 8.4. The initiating Party shall notify the other Party of its intention within 5 working days by a reasoned letter. 8.5. The notified Party must respond within 5 working days. If unresolved, the initiating Party may proceed with termination.

## **9. Claims**

- 9.1. Claims regarding the quantity of Services shall be submitted at the time of acceptance and confirmed by a jointly signed report.
- 9.2. Claims regarding quality must be submitted within 5 days of discovering deficiencies and confirmed by a certificate from an independent, authorized organization.
- 9.3. The Service Provider must respond to claims within 5 days of receipt.
- 9.4. If claims are acknowledged, the Service Provider must provide the missing Services or correct defective ones within 5 days. 9.5. The Service Provider is liable for the quality of Services, including hidden defects.

## **10. Penalties**

- 10.1. The agreed performance guarantee is 5 % of the Contract value.
- 10.2. Refusal to provide Services shall result in withholding the performance guarantee if established, or a penalty of 5% of the total Contract amount.
- 10.3. For delays, the Service Provider shall pay 0.1% per day of delay (maximum 5%) of the undelivered Services' value. Delays over 10 days require written explanation.
- 10.4. For delayed payments, the Beneficiary shall pay 0.1% per day (maximum 5%) of the unpaid amount.
- 10.5. The first business day following the delivery or payment deadline is considered the first day of delay.
- 10.6. Penalties may be deducted from payments due to the Service Provider.

## **11. Intellectual Property Rights**

- 11.1. The Service Provider shall indemnify the Beneficiary against any: a) claims or legal actions for infringement of intellectual property rights (patents, trademarks, etc.) related to goods/services; b) damages, costs, or expenses, unless such infringement arises from following the Beneficiary's technical specifications.

## **12. Final Provisions**

- 12.1. Disputes shall first be resolved amicably; otherwise, they shall be referred to competent courts in Moldova.
- 12.2. Contract amendments are valid only in writing, via addendum, and signed by both Parties, in case of unforeseeable circumstances affecting legitimate interests.
- 12.3. Neither Party may assign obligations or rights under the Contract to third parties without written consent.
- 12.4. This Contract is signed in handwriting and prepared in two original copies in English – one copy for the Service Provider and one for the Beneficiary.
- 12.5. The Contract is concluded and enters into force on the date of signing.

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

12.7. The Contract represents the will of the Parties and is deemed signed on the date the last signature is applied.

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

## II. SPECIAL CONDITIONS

LEGAL, POSTAL AND BANKING DETAILS OF THE PARTIES	
Service Provider	Beneficiary / Contracting Authority:
	Public Institution "Investment Agency"
<b>Legal, Postal and Banking Details:</b> <b>Legal Address:</b> _____ <b>Tax Identification Number (TIN):</b> _____ <b>IBAN:</b> _____ <b>Commercial Bank:</b> _____ <b>Bank Code (BIC/SWIFT):</b> _____ <b>VAT Code:</b> _____ <b>Telephone:</b> _____ <b>Email:</b> _____	<b>Postal Address:</b> Republic of Moldova, Chişinău Municipality, MD-2005, 2 Eugen Doga Street <b>Telephone:</b> +373 22 273 654 <b>Paying Authority (Service Provider):</b> <b>Paying Authority:</b> Ministry of Finance – State Treasury (on behalf of the Beneficiary) <b>Bank's Postal Address:</b> <i>(not provided – you may add if needed)</i> <b>Bank Code (SWIFT/BIC):</b> TREZMD2X <b>Tax Identification Number (TIN):</b> 1006601001078 <b>IBAN:</b> MD59TRPCCC518430A00034AA
SIGNATURES OF THE PARTIES	
Authorized Signature:	Authorized Signature:
<b>Tudor STAN</b>	<b>Natalia BEJAN</b>
„BDR Associates Communication Group” S.R.L. Romania, Bucureşti, str. Dr Mihai Ciuca, nr 13, sector 5 Reg Com: J1995009578401 Numărul cod TVA RO 8046178 Cod poştal: 050673	

Annex to the Service Procurement Contract  
No. \_\_\_\_/CMV dated as of the date  
of the last applied electronic signature

**TECHNICAL AND PRICE SPECIFICATION**

No.	Activity carried out under the service provision contract	Frequency of activity implementation
1.		
Amount in MDL VAT included.		_____