



PUBLIC PROCUREMENT

AGREEMENT No. 10/LP

regarding the acquisition of the “Exhibition stand”

CPV code: 39154100-7

“24” October 2018

Chisinau

Supplier	Contracting Authority
SHANGHAI MJ CREATIVE CO., LTD. , represented by the Director Mickey WU , acting based on the Statute, hereinafter referred to as the <i>Supplier</i> , on the one hand,	PI “National Office for Vine and Wine” , represented by deputy director Irina BÎSTRÎȚCHI , acting based on Statute, hereinafter referred to as the <i>Beneficiary</i> , fiscal cod 1013620012945, on the other hand,

Both (hereinafter referred to as *Parties*) have concluded this Contract with regard to the following:

Acquisition of “Exhibition stand”, hereinafter names as a Goods, according to the public procurement procedure no. 18/04069 from October 16, 2018, based on the decision of the working group of the Beneficiary dated on October 17, 2018.

- a) The following documents shall be considered as component and integral parts of this Contract:
 1. Technical Specifications (annex nr.1);
 2. Price Specifications (annex nr.2);
- b) This Contract shall prevail over all the other component documents. In case of any discrepancies or divergences between the component documents of this Contract, the documents shall have the priority order enlisted above.
- c) As a counter value of payments to be made by the Beneficiary, the Supplier herewith undertakes to deliver Goods to the Beneficiary and to eliminate their defects in compliance with the deliveries of the Contract under all aspects.
- d) The Beneficiary herewith shall undertake to pay the counter value for the delivered Goods to the Supplier, as well as for elimination of defects, the price of the Contract or any other amount that can become payable according to the deliveries of the Contract within the terms and modality established by this Contract.
- e) The Agreement shall be send in scan version true email to each of the Parties.

1. Subject of the Contract

1.1. The Supplier shall undertake to deliver Goods according to the Specifications, which is an integral part of this Contract.

1.2. The Beneficiary shall undertake in their turn to pay for the delivered Goods by the Supplier.

1.3. The quality of Goods shall be confirmed by quality certificates indicated in the Specifications. The Goods delivered based on the contract shall comply with the standards indicated in the Specifications.

When no applicable standards or regulations are mentioned, standards or other regulations authorized in the country of origin of Goods shall be applied.

1.4. Terms of guarantee of Goods shall be indicated in the Specifications.

2. Terms and Conditions of Provision

2.1. Goods shall be delivered by the Supplier at "China Exhibition Center Import & Export Fair Complex", Guangzhou, China on November 8, 2018. The economic operator will assure stand mounting on November 8, 2018 and dismantling of the stand on November 13 till 18:00 PM, 2018.

2.2. Accompanying documentation for Goods includes:

a) Act of delivery-reception.

2.3. Original of the above document stipulated in 2.2 shall be presented to the Beneficiary at the moment of Goods delivery to the final destination at the latest. Delivery of Goods shall be considered finalized at the moment, when the above document is presented.

3. Contract Price and Conditions of Payment

3.1. The price of Goods delivered under this Contract shall be established in Euro, invoking Specifications to this Contract.

3.2. The total amount of this Contract, without VAT, shall be established in Euro and make up: 33 120,00 (thirty-three thousand one hundred and twenty,00) Euro, including VAT make up: 34 776 (thirty-four thousand seven hundred and seventy-six,00) Euro.

3.3. Payment for delivered Goods shall be made in Euro, invoking Specifications to this Contract.

3.4. The following method and conditions of payment shall be applied by the Beneficiary:

a) Payment shall be made within thirty days, from the time of delivered Goods and the signed by both Parties of Act of delivery-reception.

3.5. Payments shall be made through bank transfer to the settlement account of the Supplier indicated in this Contract.

4. Receipt Conditions

4.1. Goods shall be considered delivered by the Supplier and received by the Beneficiary if:

a) The quantity/ quality/ integrity of Goods corresponds to the information indicated in the List of Goods and the delivery schedule and accompanying documents according to point 2.2 of this Contract;

4.2. The Supplier shall undertake to present the original of the Act of delivery-reception to the Beneficiary for payment along with delivery of Goods. Should the Supplier fail to comply with this clause, the Beneficiary reserves the right to increase the term of payment delivered for under point 3.4 corresponding to the number of days of delay, and to be exempted from payment of penalties established under point 10.3.

5. Standards

5.1. The applicable standards and / or regulations will be complied with in accordance with the legislation in force in the Republic of Moldova.

6. Obligations of the Parties

6.1. Based on this Contract, the Supplier shall undertake:

a) To deliver Goods under the conditions stipulated by this Contract;

b) To announce the Beneficiary within 5 calendar days after signing this Contract by telephone/fax/email or an authorized telegram about the availability to deliver Goods;

c) To ensure corresponding conditions for receipt of Goods by the Beneficiary under the established terms, in compliance with the requirements of this Contract;

d) To ensure integrity and quality of Goods for the entire period until their receipt by the Beneficiary.

6.2. Based on this Contract, the Beneficiary shall undertake:

a) To take all the necessary measures to ensure receipt of the delivered Goods within the established terms in compliance with the requirements of this Contract;

b) To ensure payment for delivered Goods, respecting the modalities and terms indicated in this Contract.

7. Force Majeure

7.1. The parties shall be exempted from liability for partial or integral failure to fulfill their obligations according to this Contract, if this is caused by emergence of certain force majeure circumstances (war, natural disasters: fire, floods, earthquakes, as well as other circumstances that do not depend on the will of the Parties).

7.2. The party invoking a force majeure clause shall undertake to inform immediately (not later than in 10 days) the other Party about the incurrence of force majeure circumstances.

7.3. The incurrence of force majeure circumstances, the moment of starting and the term of action have to be supported by a certificate issued in an established order by a domestic competent body in the country of the Party invoking such circumstances.

8. Contract Termination

8.1. The Contract can be terminated by a mutual agreement of the Parties.

8.2. The Contract can be terminated unilaterally by:

- a) The Beneficiary, if the Supplier refuses to deliver Goods under this Contract;
- b) The Beneficiary, if the Supplier does not respect the terms of established delivery;
- c) The Supplier, if the Beneficiary does not comply with the terms of payment for Goods;
- d) The Supplier or the Beneficiary, if one of the Parties does not satisfy the claims presented according to this Contract.

8.3. The party initiating Contract termination shall undertake to inform the other Parties about their intentions within 5 working days by a motivated letter.

8.4. The informed party shall undertake to respond within 5 working days from notification receipt. If the dispute is not settled within the established terms, the initiating party will initiate termination.

9. Claims

9.1. Claims regarding quantity of delivered Goods shall be presented to the Supplier at the moment of their receipt and confirmed by an act drawn up jointly with the representative of the Supplier.

9.2. Claims regarding the quality of delivered Goods shall be presented to the Supplier within 5 working days from detection of quality deficiencies and have to be supported by a certificate issued by an authorized neutral independent organization.

9.3. The Supplier shall undertake to examine the presented claims within 5 working days from the date of their receipt and to communicate the made decision to the Beneficiary.

9.4. Should the claims be recognized, the Supplier shall undertake to deliver additionally the non-delivered quantity of Goods to the Beneficiary within 5 days, while in case of established quality non-compliance – to substitute them or to correct in compliance with the Contract requirements.

9.5. The Supplier shall be liable for the quality of Goods within the established limits, including for hidden vices.

9.6. In case of deviation from the quality, confirmed by the quality certificate drawn up by a neutral independent organization or authorized in this sense, the expenditures for downtime or delay shall be incurred by the guilty party.

10. Sanctions

10.1. The form of the contract performance guarantee, as approved by the Beneficiary, shall be 2% of the contract price.

10.2. For refusal to deliver Goods under this Contract, the contract performance guarantee shall be deducted, if it was made under point 10.1. In case if the delay exceeds the date 12.11.2018, it will be regarded as a refusal to deliver Goods mentioned in this Contract and the contract performance guarantee will be deducted from the Supplier, if it was made under point 10.1.

10.3. For delayed payment, the Beneficiary shall be financially liable in the amount of 0,01% of the amount of unpaid Goods for each day of delay, but not more than 0,03% of the total amount of this contract.

11. Intellectual Property Rights

11.1. The supplier shall undertake to compensate the procurer against any:

a) Claims and actions in court resulting from violation of certain intellectual property rights (registered patents, names, trademarks, etc.) related to equipment, materials, installations or outfits used for or in relation to the procured goods, and

b) Related damages-interests, costs, fees and expenditure of any nature, except for the situation, in which such a violation results from following the Terms of Reference drawn up by the procurer.

12. Final Delivery

12.1. The disputes that could result from this Contract shall be solved by the Parties amiably. Otherwise, they shall be transmitted for examination to the competent court according to the legislation of the Republic of Moldova.

12.2. All the negotiations held and documents drawn up earlier shall lose their validity from the date of signing this Contract.

12.3. The contracting parties have the right to convene on alteration to the contract clauses within contract clause by an additional act, only in case of emergence of certain circumstances damaging their legitimate commercial interests that could not have been foreseen on the date of contract signing. Amendment and addenda to this Contract shall be valid only if processed in writing and signed by both Parties.

12.4. Neither of the Parties shall have the right to hand over their obligations and rights under this Contract to a third person without a written consent of the other party.

12.5. This Contract is drawn up in two copies, a copy for the Supplier and Beneficiary each.

12.6. This Contract shall be considered concluded at the date of signing and shall be valid till 31.12. 2018.

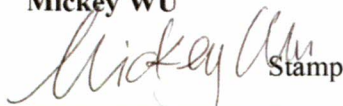

12.7. This Contract represents an agreement of will of both parties and is signed today, on "24" October 2018.

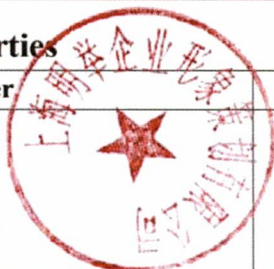
12.8. In order to confirm the above-said, the Parties have signed this Contract in compliance with the legislation of the Republic of Moldova, on the above-indicated date and year.

13. Legal, Postal and Banking Data of the Parties

Supplier	Contracting Authority
SHANGHAI MJ CREATIVE CO.,LTD	MF-TR Chisinau – bugetul de stat, PI National Office for Vine and Wine
Adress: 7F, Unit 9, No.803, Shuangcheng Road, Shanghai 200940, China Tel: +86 2158649846 Bank: China Construction Bank Shanghai Bank adress: no.900, Lujiazui Ring Road, Shanghai, China Code IBAN: 3105016845000000127 Bank code: PCBCCNBJSHX	Address: Republic of Moldova, Chisinau, Mitropolit Dosoftei, 126 Tel./Fax: +373 22 105 560 Bank: BC Moldova-Agroindbank SA Bank address: Republic of Moldova, Chisinau, Constantin Tănase 7 Code IBAN: MD96AGPGAD518430A00053AA Bank code: AGRNMD2X

14. Signatures of Parties

Supplier	Contracting Authority
Authorized signature: Mickey WU  Stamp	Authorized signature: Irina BÎSTRÎȚHI  Stamp



Technical Specifications (F4.1)

Tender number:	18/04069	Data: „24” October 2018				Alternative no.: N/A	
Name of Tender:	Exhibition stand	Lot: 1				Pagina: 1din 3	
Cod CPV	Name of Goods	Item Sample	Country of Origin	Producer	Full Technical Specifications Requested by the Contracting Authority	Full Technical Specifications Proposed by the Bidder	Reference Standards
1	2	3	4	5	6	7	8
	Goods						
	Lot 1						
39154100-7	Exhibition stand		China	Shanghai MJ Creative CO., LTD	<p>4 sides open exhibition stand construction: stand size 1 6,00m x L21,00m, 126 sq.m.</p> <p>1.Design according to graphical representation attached to the bidding documents.</p> <p>-Colours range according to brand-book “Wine of Moldova”</p> <p>-Dull colours on the entire stand surface</p> <p>2. Floor: red moquette, closer to red colour used by the brand “Wine of Moldova”</p> <p>3. Storage room: Size W 3,0 x L 4,0 x H 4,5m</p> <p>Material used for the manufacture of the storage room: 18mm melamine fibreboard</p> <ul style="list-style-type: none"> - Door with lock and key - The front and back sides of the storage room (3m sides) contain the logotype “Wine of Moldova” with interior lighting and “WINE OF MOLDOVA A LEGEND ALIVE” in Chinese language and on other two sides the logo “WINE OF MOLDOVA A LEGEND ALIVE” in English. <p>The storage room, on the front side contain a 2m x 3m LED screen and on the back side the map of Europe, with parallels which cross the Republic of Moldova.</p> <ul style="list-style-type: none"> - 2 fridges with 4 shelves and capacity of 300 liters at least. - 1 coffee machine, coffee beans, cups, sugar, sticks. - 1 cooler with 2 bottles of 20 liters of water 	<p>4 sides open exhibition stand construction: stand size 1 6,00m x L21,00m, 126 sq.m.</p> <p>1.Design according to graphical representation attached to the bidding documents.</p> <p>-Colours range according to brand-book “Wine of Moldova”</p> <p>-Dull colours on the entire stand surface</p> <p>2. Floor: red moquette, closer to red colour used by the brand “Wine of Moldova”</p> <p>3. Storage room: Size W 3,0 x L 4,0 x H 4,5m</p> <p>Material used for the manufacture of the storage room: 18mm melamine fibreboard</p> <ul style="list-style-type: none"> - Door with lock and key - The front and back sides of the storage room (3m sides) contain the logotype “Wine of Moldova” with interior lighting and “WINE OF MOLDOVA A LEGEND ALIVE” in Chinese language and on other two sides the logo “WINE OF MOLDOVA A LEGEND ALIVE” in English. <p>The storage room, on the front side contain a 2m x 3m LED screen and on the back side the map of Europe, with parallels which cross the Republic of Moldova.</p> <ul style="list-style-type: none"> - 2 fridges with 4 shelves and capacity of 300 liters at least. - 1 coffee machine, coffee beans, cups, sugar, sticks. - 1 cooler with 2 bottles of 20 liters of water 	

N/A

<ul style="list-style-type: none"> - 200 bottles of bottled water (of 0,5 litres) - Metallic racks for wine bottles, size L 8,00m x l 0,50m x h 2,00m, at least 5 shelves, and load capacity of 250 kg each - The lower part of the storage room is luminescent (10 cm) <p>4. Furniture:</p> <ul style="list-style-type: none"> - Bar counter – 1 pcs. - Size: L 6,0m x l 0,75m x h 4,50m; - 18mm melamine fibreboard - The top side is mat, white, illuminated from inside. - The top side is made from 10 mm secured glass - 14 bar stools <p>b) Exhibitors' work table:</p> <ul style="list-style-type: none"> - Size: L 0,80m x l 0,55m x h 1,10m - Quantity: 30 pcs - Material – white melamine fibreboard <ul style="list-style-type: none"> - Each work table will contain on the front side the logotype of the companies applied on white oracal - The interior of the work table shall contain a rack (shelf) of 18mm melamine fibreboard, mounted 25cm down of the upper part of the table - The lower part of the work table is luminescent (10cm) - 30 white bar chairs <p>c) Conversation table:</p> <ul style="list-style-type: none"> - Round glass conversation tables (H70-80cm) – 6 pcs. - Chairs (ordinary, not bar chairs) – 24 pcs. - Two-level glass display case, which will display the most medal wines. Size: L 3m x l 0,5m x h 1,2m. <p>5. The lightning of the stand will white (warm) so that the whole surface of the stand is evenly lightened. The exhibition stand is built for the Interwine exhibition, which will be held in Guanghou, in the China Import & Export Fair Complex.</p>	<ul style="list-style-type: none"> - 200 bottles of bottled water (of 0,5 litres) - Metallic racks for wine bottles, size L 8,00m x l 0,50m x h 2,00m, at least 5 shelves, and load capacity of 250 kg each - The lower part of the storage room is luminescent (10 cm) <p>4. 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