

TEMPLATE

CONTRACT NO. _____
for the procurement of goods

I. GENERAL PART

Object of purchase: Specialized secure graphics software product

CPV Code: 48300000-1

“ ____ ” 2023

(locality)

The Supplier	The Contracting Authority
<p>_____, (the full name of the enterprise, association, organization) represented by _____, (position, last name, first name) acting on the basis of _____, (Statute, Regulation, Decision etc.) hereinafter referred to as the “Supplier”, _____, (the number and date of registration in the State Register) on the one hand,</p>	<p><u>Public Institution „Public Services Agency”</u>, (the full name of the enterprise, association, organization) represented by _____, (position, last name, first name) acting on the basis of _____, (Statute, Regulation, Decision etc.) hereinafter referred to as the “Buyer”, <u>IDNO 1002600024700, date of registration</u> <u>19.07.2017.</u>, (the number and date of registration in the State Register) on the other hand,</p>

hereinafter jointly referred to as the „Parties” and separately the „Party” have concluded this Contract regarding the following:

a) The purchase of the Specialized secure graphics software product (*Corvina Plus Application, ArtScreen module, Rainbow module, Legacy module, Training services Corvina*), hereinafter referred to as the **„Goods”**, according to the open tendering public procurement procedure no. ____ of _____, based on the Decision of the **Buyer’s** Working Group on Public Procurement no. ____ of „____” _____ 20__.

b) The following documents shall be considered as component parts of the Contract:

a) Technical Specifications - Annex no. 1;

b) 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 to the Buyer and remove their defects in compliance with the Contract provisions in all aspects.

e) The Buyer hereby undertakes to pay the Supplier, as a counter value of the Goods delivery, 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 (Specialized secure graphics software product (Corvina Plus Application, ArtScreen module, Rainbow module, Legacy module, Training services Corvina)), in accordance with the provisions of Annexes no. 1 and no. 2 to this Contract.

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

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

1.4. The warranty period (license support and subscription for software product) for the delivered Goods is specified in the Annex no. 1 to this Contract.

2. Terms and conditions of delivery

2.1. The licences will be activated no later than 15 days from the time of request, in accordance with technical requirements and quantities specified in Annexes no. 1 and no. 2 to this Contract, with Manufacturer support and warranty valid for 12 consecutive months from the date of activation and will be confirmed by the Confirmatory act of activation of the licenses signed by the Parties .

Training services for the operation of specialized secure graphics software product „CorvinaPlus Application” and the selected modules shall be initiated in maxim 2 working days after licenses activation for a minimum period of 10 working days (8 working hours per day) at the Buyer's premises, 42, Aleksandr Pushkin street, Chisinau municipality, and will be confirmed by the Act of training of the Buyer's staff.

Technical support will be made remotely/online via telephone and e-mail/Internet during working days, from Monday till Friday, between 09.00 – 17.00. In more complex cases, the intervention will be carried out for up to 2 working days from the date of request of the Buyer.

2.2. The documentation accompanying the Goods shall include:

- Tax Invoice – **in case of a resident Supplier** / Invoice – **in the case of a non-resident Supplier**;
- Confirmatory act of activation of the licenses for 12 consecutive months with indication of current date of activation;
- Act of training of the Buyer's staff.

2.3. The originals of the documents provided for in sub-clause 2.2 shall be presented to the Buyer at the latest at the time of delivery of Goods. The delivery of Goods is deemed to be completed when the above documents are presented by the Supplier and accepted by the Buyer without any objection.

2.4. The place for delivery of Goods: Public Services Agency, Chisinau municipality, 42, Aleksandr Pushkin street.

3. Price and terms of payment

3.1. The price of the Goods delivered according to this Contract is set in Moldovan Lei (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. 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 shall be made in MDL/EURO.

3.4. The method and conditions of payment made by the **Buyer** shall be the following: within 20 (twenty) working days after the delivery of Goods/Services, presentation of the accompanying Documentation (Tax Invoice - for residents of Republic of Moldova; Invoice, Certificate of Residence - for non-residents), the confirmatory Act of activation of the licenses for 12 consecutive months, Act of training of the Buyer's staff 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.

3.6. 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 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 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.

4. Terms of delivery and acceptance

4.1. The Goods shall be deemed to be delivered by the Supplier and accepted by the Buyer if:

a) the quantity of the Goods corresponds to the information indicated in the Annex no. 2 to this Contract;

b) the quality of the Goods corresponds to the information indicated in the Technical Specifications stated in Annex no. 1 to this Contract.

4.2. The Supplier shall be obliged to present to the Buyer the documents specified in sub-clause 2.2 along with the delivery of the Goods, in order to make the payment. In case if the Supplier fails to comply with this clause, the Buyer shall reserve the right to extend the payment time limit provided for in sub-clause 3.4 by the number of days of delay and the right to be exempted from paying the penalty established in sub-clause 10.4.

5. Standards

5.1. The Goods supplied under this Contract shall meet the requirements of Technical Specifications stated in Annex no. 1 to this Contract.

5.2. When no applicable standard or regulation is mentioned, the Goods shall be complied with the standards or other regulations authorised in the country of origin of Goods.

6. Obligations of the Parties

6.1. Pursuant to this Contract, the Supplier undertakes:

- a) to deliver the Goods/to provide services under the conditions stipulated in this Contract;
- b) to notify the Buyer, within 5 calendar days, by telephone/fax or authorised telegram, about the availability of the Goods delivery;
- c) to ensure the appropriate conditions for the Goods acceptance by the Buyer (including the training services), within the established terms, in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of the Goods for the entire period until their acceptance by the Buyer;
- e) to ensure the functionality of the Goods during the warranty period;
- f) to ensure the technical support in accordance with the requirements specified in Part no. II (Special conditions) to this Contract.

6.2. Pursuant to this Contract, the Buyer undertakes:

- a) to take all the necessary measures to ensure the acceptance within the established term of the Goods delivered in accordance with the requirements of this Contract;
- b) to ensure the payment for the ordered and delivered Goods/provided services, with due observance of methods and terms indicated in this Contract.

7. Circumstances justifying non-performance of the Contract

7.1. The Parties shall be exonerated from liability for 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 moment of occurrence 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 Contract, 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 Contract, 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 can be terminated by mutual agreement of the Parties.

8.2. The Contract can be terminated unilaterally by:

- a) the Buyer, in case the Supplier refuses to deliver the Goods provided for in this Contract;
- b) the Buyer, in case the Supplier fails to comply with the established time limits for the delivery;
- c) the Supplier, in case the Buyer fails to comply with the time limits for payment for the Goods;
- d) the Supplier or Buyer, in case one of the Parties fails to satisfy the claims submitted 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 Contractor was in one of the situations that would have determined his exclusion from the awarding procedure pursuant to the article 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 article 76 of Law no. 131/2015 on public procurement;

c) the Contract should not have been awarded to the respective Supplier, in view of a serious breach of the 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, as the case may be, international judiciary authority.

8.4. The Party initiating the termination of Contract shall be obliged to notify the other Party about its intentions by a letter of motivation within 5 business days before the initiation of termination.

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

9. Complaints

9.1. Complaints regarding the quantity of the delivered Goods shall be forwarded to the Supplier at the moment of their receipt, being confirmed by a document drawn up by responsible persons of the Buyer.

9.2. Complaints concerning the quality of the delivered Goods shall be submitted to the Supplier within 5 business days from the detection of quality deficiencies.

9.3. The Supplier shall be obliged to examine the submitted complaints within 5 business days from the date of their receipt and inform the Buyer about the decision made.

9.4. In case the complaints are recognised, the Supplier within 5 days shall be obliged to deliver to the Buyer the undelivered quantity of the Goods, to compensate the non-conforming Goods or to conform them in accordance with the requirements of the Contract.

9.5. The Supplier shall bear responsibility for the quality of the Goods, including hidden defects.

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

10. Sanctions

10.1. The form of Performance Security of the Contract accepted by the Buyer is the letter of bank guarantee or the payment order, in the amount of **5,0%** of the total value of the Contract including VAT.

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

10.3. For late delivery of the Goods/Services the Supplier shall pay the Buyer a penalty amounting to **0,1%** of the value of the undelivered Goods, 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 the Goods exceeds 15 days, the Supplier shall present to the Buyer a written explanation. If the Buyer accepts the Supplier's explanation, the latter shall extend the validity period of the Performance Security, otherwise it shall be considered as a refusal to deliver the Goods provided for in this Contract, and the Performance Security of the Contract, constituted in accordance with the provisions of sub-clause 10.1, shall be withheld from the Supplier.

10.4. For late payment, the Buyer shall be liable to pay a compensation amounting to 0,1% of the value of unpaid Goods, for each day of delay, but not more than 2,0 % of the amount not paid on time.

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.

10.6. The amount of the penalty calculated to the Supplier under this Contract can be deducted (withheld) by the Buyer from the amount of payment for the delivered Goods.

11. Intellectual property rights

11.1. The Supplier shall be 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,

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 requirements drawn up by the Buyer.

11.2. The Supplier shall guarantee that it owns all the intellectual rights over the Goods, that allow their unlimited use/administration by the Buyer.

12. Final provisions

12.1. Disputes that could result from this Contract shall be solved by the Parties amicably. In the event it is not possible to settle the dispute, within 45 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, shall be sent to the competent court according to the legislation of the Republic of Moldova. In the case of a Supplier from abroad, the dispute shall be sent to the International Court of Commercial Arbitration under the Chamber of Commerce and Industry of the Republic of Moldova based on the Regulations of this court. The court's decision shall be final and binding on the Parties. The Court of Arbitration shall be composed of 3 arbitrators: one chosen by each Party and a chairman chosen by two arbitrators, its decision will be final and binding on the Parties. The legislation of the Republic of Moldova shall apply to the Contract and its interpretation. The language of dispute examination shall be Romanian.

12.2. The contracting Parties have the right, during the performance of the Contract, to agree on the modification of the Contract clauses, by an Additional Contract, provided that the price of the Goods is not changed. 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 shall be signed electronically or holographically and is drawn up in two copies in Romanian and two copies translated into English, one copy in each language for the Supplier and the Buyer.

12.5 This Contract is considered to be concluded and enters into force on the date it is signed by both Parties.

12.6. This Contract is valid until **31.12.2024**.

12.7. This Contract is an Contract 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 CONDITIONS

1.1. The Supplier guarantees that the software product is not available free for sale and/or easily commercial accessible to individuals.

1.2. The Supplier guarantees that the software product is offered for use only to state and government institutions and organizations with special certification (banks, printing companies producing secure documents, etc.).

Legal, postal and bank details of the Parties:

The Supplier	The Buyer Public Institution „Public Services Agency”
	Address: MD 2012, 42 Aleksandr Pushkin Street, Chisinau municipality, the Republic of Moldova Telephone: 0-22-50-44-20 MD76VI000000002224912402EUR Bank: „Victoriabank” JSC Bank’s postal address: Branch no. 12, Chisinau BIC: VICBMD2X884 Fiscal Code: 1002600024700

Signatures of the Parties:

The Supplier	The Buyer Public Institution „Public Services Agency”
Authorised signature: _____ L.S.	Authorised signature: Director Mircea ESANU _____ L.S.

TECHNICAL SPECIFICATIONS

In accordance with Annex no. 22 to the Standard Documentation

Object of purchase: Specialized secure graphics software product

Signatures of the Parties

The Supplier	The Buyer Public Institution „Public Services Agency”
Authorised signature	Authorised signature
	Director Mircea ESANU
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L.S.	L.S.

Price Specifications

In accordance with Annex no. 22 to the Standard Documentation

Object of purchase: Specialized secure graphics software product

Signatures of the Parties

<p align="center">The Supplier</p>	<p align="center">The Buyer Public Institution „Public Services Agency”</p>
<p align="center">Authorised signature</p> <hr/> <p align="center">L.S.</p>	<p align="center">Authorised signature</p> <p align="center">Director Mircea ESANU</p> <hr/> <p align="right">L.S.</p>

