Public Contract

**Digitalization of utility networks by using open source GIS software**

**in Soroca, Edinet, Ungheni, Orhei, Cahul and Comrat municipalities.**

### Contracting parties:

### Contracting and Administering Authority:

Represented by:

Address

ID:

Bank account:

Account number:

IBAN:

SWIFT:

and

**Supplier:**

Represented by:

Address

ID:

Bank account:

Account number:

IBAN:

SWIFT:

and

**Tender Beneficiary with Delegated Authority:**

Represented by:

Address

ID:

Bank account:

Account number:

IBAN:

SWIFT:

entered into this contract on the day, month and year below

**Article 1**

**The subject of the contract and authorized representatives of the Parties**

* 1. The Subject of the contract is to digitize and to transfer the information pertaining to the position and other relevant information of the utility networks within a given cadaster. The processed data will be stored in a GIS database by using open source GIS tools. The obtained information about the position and related documentation will be stored in a format suggested by the Feature Catalogue 'INSPIRE application schemas', data type: Utility networks (<https://inspire.ec.europa.eu/data-model/approved/r4618-ir/fc/#overview>).
  2. The following authorized person is entitled to act on behalf of the Contracting and Administering Authority in matters of this contract:

full name: ……………

phone number:…………..

e-mail address: ………………… .

* 1. The following authorized person is entitled to act on behalf of the Supplier in matters of this contract:

full name: ……………

phone number:…………..

e-mail address: …………………

* 1. The following authorized person is entitled to act on behalf of the Tender Beneficiary with Delegated Authority in matters of this contract:

full name: ……………

phone number:…………..

e-mail address: …………………

**Article 2**

**Price of performance**

* 1. The Contracting and Administering Authority will pay the Supplier for the complete implementation of the entire subject of performance the total price in the amount of ………………… MDL (in words: ……………………). Project is exempted from paying taxes by the Government of the Republic of Moldova Decision no. 47 of 30. 01. 2019. VAT rate is 0 (zero).
  2. The contract price is accepted by all parties as non-exceed able and unchangeable.
  3. The Supplier is not entitled to demand from the contracting authority in connection with the implementation of the subject of performance any amount other than the amount specified in paragraph 2.1. this contract.

**Article 3**

**Time of realization and handover of the subject of performance**

* 1. The beginning of the implementation of the subject of performance is determined by the date of entry into force of this contract.

1. The Supplier undertakes to carry out the subject of performance no later than **15th June 2021**. The handover protocol will be signed no later than this day between all three contracting parties. This agreement is financed from the state budget of the Czech Republic within the framework of Development Cooperation between the Czech Republic and Moldova. If the work performed is not accepted by this date, it cannot be paid due to strict conditions of the donor, Czech Development Agency.

**Article 4**

**Payment**

* 1. A duly performed work will be taken over from Supplier to the Administering authority and to the Contracting authority on the basis of an Acceptance protocol.
  2. On the basis of this protocol, a cashless payment /a money transfer will be made directly to the account of the Supplier within 30 calendar days from the date of signed Protocol of Acceptance.

**Article 5**

**Rights and obligations of the Contracting parties**

* 1. The Supplier undertakes to implement the subject of performance under the conditions and in the manner specified in this Contract and in the document GIS Tender Documentation. Subject matter of this contract is described in document GIS Tender Documentation, inter alia, in the point 5.1 Specification of the Subject which is annexed to this contract.
  2. The Supplier undertakes to implement the subject of performance under the described proposal for collecting and digitizing information from network administrators listed in its price offer.
  3. The Supplier undertakes to have a regular metings on a two week basis with the representatives of the each Regional Development Agency. Supplier will submit a brief report for Reginal Developmnet agency on progress of implementation before the day of meeting.
  4. The contracting authority undertakes to pay for the realization of the subject of performance according to this contract the price according to Article 2 and in the manner according to Article 4 of this contract.
  5. The Supplier is obliged to inform the contracting authority without undue delay of all circumstances that could impede the performance of the subject of the contract.
  6. The contracting authority undertakes to cooperate with the Supplier to the extent necessary to fulfill the subject of the contract. The contracting authority shall provide the Supplier with the data necessary for the performance of the subject of the contract. The Supplier shall use the data thus obtained only for the performance of this contract.
  7. The Supplier carries out the work at its own risk, at its own expense and at its own risk. The contracting authority shall not be liable for any damages incurred during the solution of the project or in connection with the solution of the project to the Supplier or any other entity.

**Article 6**

**Withdrawal from the contract**

* 1. The contracting authority is entitled to withdraw from this contract if the Supplier:
     1. distorting the facts in order to influence the procurement procedure or the performance of the contract to the detriment of the contracting authority, including the use of fraudulent practices to suppress and reduce the benefits of free and open competition; or
     2. in the event of a material and serious breach or non-compliance with the agreed conditions by the Supplier, which for this purpose is considered an intentional breach or non-compliance with the Supplier´s obligations by non-performance or delayed performance of the subject of the contract.

**Article 7**

**Final provisions**

* 1. All amendments to this contract may only be made in the form of written amendments signed by authorized representatives of the parties.
  2. This contract is made in three identical copies with the validity of the original, one for Contracting and Administering Authority, one for Tender Beneficiary with Delegated Authority and one for the Supplier.
  3. This Agreement shall enter into force and effect on the date of signature.
  4. The contracting parties confirm that they have read this contract before signing it and agree with its content that it was not concluded in distress, even under noticeably unfavorable conditions. In proof of this, they attach their signatures.

|  |  |
| --- | --- |
| In Brno on:  …………………………….  Contracting and Administering Authority | In ………… on:  ..........................................................  Supplier  …………………………………… |

In  on:

…………………………….

Tender Beneficiary with Delegated Authority