

## CONTRACT – TEMPLATE

**CONTRACT No. \_\_\_\_\_  
on the purchase of goods**

### I. GENERAL PART

**Object of purchase: FTIR Spectrometer**

**CPV Code: 38433000-9**

„\_\_\_\_\_” \_\_\_\_\_ 2024

Chisinau municipality

<b>The Supplier of Goods</b>	<b>The Contracting Authority</b>
<p>_____, <i>(full name of company, association, organisation)</i> represented by _____, <i>(position, name, surname)</i> acting on the basis of _____, <i>(statute, regulation, decision, etc.)</i> hereinafter referred to as <i>the Supplier</i>; _____, <i>(no. and date of registration in the State Register)</i> on the one hand,</p>	<p><b>Public Institution "Public Services Agency",</b> represented by _____, <i>(position, name, surname)</i> Acting under the <b>Statute</b>, hereinafter referred to as <i>the Buyer</i>, <b>IDNO 1002600024700</b>, date of registration in the State Register of Legal Entities: 19.07.2017, on the other hand,</p>

both hereinafter referred to as the "Parties" and separately as the "Party", have entered into this Contract with regard to the following :

- a. The purchase of FTIR Spectrometer, hereinafter referred to as "Goods", under the public procurement procedure Open Tender No. \_\_\_\_\_ of \_\_\_\_\_, based on the Decision of the Procurement Working Group of the Buyer No. \_\_\_\_\_ of \_\_\_\_\_.
- b. The following documents shall be considered integral parts of the Contract:
  - 1) Technical Specifications - Annex No. 1;
  - 2) Technical Requirements - Annex No. 1.1;
  - 3) 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 listed above.
- d. As consideration for the payments to be made by the Buyer, the Supplier hereby undertakes to deliver the Goods to the Buyer and to remedy their defects in accordance with the provisions of the Contract in all respects.
- e. The Buyer hereby undertakes to pay to the Supplier, as consideration for the delivery of goods, the Contract price within the time and in the manner provided for in the Contract.

#### 1. Object of the Contract

1.1. The Supplier undertakes to deliver the Goods - FTIR Spectrometer, including installation,

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setting/adjustment, commissioning, and training of the Buyer's personnel as set out in Annexes 1, 1.1 and 2 to this Contract.

1.2. The Buyer undertakes, in turn, to pay for and receive the goods delivered/services provided by the Supplier.

1.3. The quality of Goods shall meet the requirements set out in Annexes no. 1 and 1.1 to this Contract.

1.4. The warranty period for the delivered Goods is indicated in Annex no.1.1 to this Contract.

## **2. Delivery terms and conditions**

2.1. The delivery of Goods, including installation, setting/adjustment, commissioning, and training of the Buyer's personnel shall be carried out by the Supplier from the date of contract signing until December 27, 2024.

The delivery of Goods shall be carried out by the Supplier under the conditions of DAP INCOTERMS 2020 rules, Republic of Moldova, Chisinau municipality, 28, Salcamilor street. In case of delivery of Goods by road transport, the Supplier shall contract the vehicles accompanied by the TIR carnet or other applicable customs guarantees throughout the transportation route to the destination.

2.2. The documentation accompanying the Goods shall include:

- a) Invoice/Tax Invoice;
- b) International transport waybill (CMR/AWB);
- c) Certificate of origin of goods;
- d) Declaration of conformity;
- e) Copy of the export customs declaration;
- f) Technical documentation (Technical Passport of the equipment, operating instructions and technical servicing of the Goods);
- g) Act of delivery-receipt of Goods (2 copies).

2.3. The originals of the documents referred to in point 2.2. shall be presented to the Buyer at the latest at the time of delivery of the Goods, including installation, setting/adjustment, commissioning, and training of the Buyer's personnel. The delivery of Goods shall be deemed to have been completed when the above documents are submitted and accepted without objection by the Buyer.

## **3. Price and payment conditions**

3.1. The price of Goods delivered/Services provided under this Contract is set out in \_\_\_\_\_MDL/EUR and is indicated in the Price Specifications in Annex No. 2 to this Contract.

3.2. The total amount of this Contract is: \_\_\_\_\_ (*amount in figures and letters*) MDL/EUR, excluding /including VAT. 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. Payment for Goods delivered shall be made in MDL/EUR.

3.4. The method and terms of payment by the Buyer shall be: within 20 (twenty) working days after delivery of Goods, including installation, setting/adjustment, commissioning, and training of the Buyer's personnel, submission of the accompanying Documentation as per point 2.2 and its 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.

## **4. Conditions of delivery-receipt**

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

- a) the quantity of Goods/ provided services corresponds to the information indicated in Annex no. 2

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and the accompanying documents according to point 2.2. of this Contract.

b) the quality of Goods/services corresponds to the information indicated in the requirements of Annexes no. 1 and 1.1 to this Contract.

c) the packaging and integrity of the delivered Goods allow their use according to their destination.

4.2. The Supplier undertakes to provide the Buyer, the documents specified in accordance with point 2.2, together with the delivery of the Goods, in order to make the payment. In the event of non-compliance by the Supplier with this clause, the Buyer reserves the right to increase the payment period set out in point 3.4 by the number of days in arrears and to be exempted from payment of the penalty set out in point 10.4.

## **5. Standards**

5.1. The Goods supplied under the Contract shall comply with the requirements stipulated in Annexes no. 1 and 1.1 to this Contract.

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

## **6. Obligations of Parties**

6.1 Under this Contract, the Supplier undertakes:

- a) to deliver the Goods/provide the related services under the conditions provided for in this Contract;
- b) to notify the Buyer, after signing this Contract, within 5 calendar days, by telephone/fax or electronic means, about the availability of the Goods delivery;
- c) to ensure the appropriate conditions for the acceptance of Goods, including installation, setting/adjustment, commissioning, and training of the Buyer's personnel by the Buyer within the time limits set in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of delivered Goods/ provided Services until their acceptance by the Buyer;

6.2. Under this Contract, the Buyer undertakes:

- a) to take all necessary measures to ensure the timely acceptance of the delivered Goods/provided Services in accordance with the requirements of this Contract;
- b) to ensure payment for the delivered Goods/provided Services, in accordance with the terms and time limits indicated in this Contract.

## **7. Circumstances justifying the non-performance of the Contract**

7.1. The Parties shall be exempted from liability for the partial or complete non-fulfilment of the obligations under this Contract, if this is caused by the occurrence of some circumstances that justify the non-performance 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-performance 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-performance of the Contract.

7.3. The occurrence of circumstances that justify the non-performance 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-performance of the Contract occur, it shall be modified by an additional agreement, including the modifications of the terms of execution, in case of a subsequent

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execution of the Contract. When points 7.1. and 7.3. are executed, the Parties modify the Contract by an additional agreement, concerning 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. Termination of the Contract may be carried out with the joint agreement of the Parties.

8.2. The Contract may be terminated unilaterally by:

- (a) the Buyer in the event of the Supplier's refusal to deliver the Goods under this Contract (including refusal to provide Support Services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of Goods and training of the Buyer's personnel);
- b) the Buyer in the event of the Supplier's failure to meet the delivery deadlines set including refusal to provide Support Services for the integration/adaptation of the integrated operating system to the existing system for the commissioning of Goods and training of the Buyer's personnel);
- c) the Supplier in case of failure by the Buyer to meet the deadlines for the payment of Goods;
- d) the Supplier or the Buyer in the event of non-fulfillment by one of the Parties of the claims made under this Contract.

8.3. The Buyer shall have the right to unilaterally terminate the Contract during the period of its validity in one of the following situations:

- a) the Supplier is, at the time of its assignment, in one of the situations that would have led to its exclusion from the award procedure according to art. 19 of Law no. 131/2015 on public procurement;
- b) The Contract has been subject to a substantial modification requiring a new public procurement procedure in accordance with art. 76 of Law no. 131/2015 on public procurement;
- c) The Contract should not have been awarded to the Supplier in question in view of a serious breach of obligations arising from Law no. 131/2015 on Public Procurement and/or international treaties to which the Republic of Moldova is a party, which has been established by a decision of a national or, where applicable, international court.

8.4. The Party initiating the termination of the Contract shall be obliged to notify the other Party within 10 (ten) calendar days of its intentions by a reasoned letter.

8.5. The Party notified undertakes to reply within 10 (ten) calendar days of receipt of the notification. If no reply is given within the time limits, the initiating Party shall initiate the termination.

## **9. Claims**

9.1. Complaints concerning the quantity of the Goods delivered (including and/or complaints concerning the installation, setting/adjustment, commissioning, and training of the Buyer's personnel) shall be submitted to the Supplier at the time of their receipt, being confirmed by a document drawn up jointly with the Supplier's representative.

9.2. Claims concerning the quantity and quality of delivered Goods (including claims regarding the installation, setting/adjustment, commissioning, and training of the Buyer's personnel) shall be examined by the Supplier within 30 (thirty) calendar days from the detection of quality deficiencies.

9.3. The Supplier is obliged to examine the submitted complaints within 10 (ten) calendar days from the date of their receipt and to inform the Buyer about the decision made.

9.4. In case of recognition of claims, the Supplier undertakes within 15 (fifteen) calendar days to additionally deliver to the Buyer the undelivered quantity of Goods (including complaints concerning the installation, setting/adjustment, commissioning, and the training of the Buyer's personnel), and in case inappropriate quality is detected, to substitute them within no more than 15 (fifteen) calendar days, or correct them in accordance with the requirements of the Contract.

9.5. The Supplier shall be liable for the quality of the Goods within the limits laid down, including hidden defects.

9.6. In case of deviation from the quality of Goods, the costs for stoppage or delay shall be borne by

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the party at fault.

## **10. Sanctions**

10.1. The form of Performance Security agreed by the Buyer shall be a bank guarantee letter in original (hand-signed paper document without the application of the electronic signature or the document confirmed by electronic signature of the economic operator - electronic signature recognized on the territory of the Republic of Moldova) or payment order for the transfer of the amount to the Buyer's settlement account, in the amount of **5,0 %** of the total amount of the Contract.

10.2. For refusal to deliver the Goods (and/or refusal to provide services for the installation, setting/adjustment, commissioning, and training of the Buyer's personnel), or for their improper delivery, the Performance Security established in accordance with the provisions of sub-clause 10.1 shall be withheld from the Supplier.

10.3. For late delivery of Goods (and/or refusal to provide services for installation, setting/adjustment, commissioning, and training of the Buyer's personnel), the Supplier shall bear material liability in the amount of 0.1 % of the amount of undelivered Goods/not provided services 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 goods/providing the services or the delay in the removal of defects in their delivery exceeds 15 (fifteen) calendar days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the Supplier shall extend the period of validity 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 established in accordance with the provisions of sub-clause 10.1 shall be withheld from the Supplier.

10.4. For late payment of the Goods, the Buyer shall be materially liable in the amount of 0.1 % of the amount not paid on time for each day of delay, but not more than 2.0 % of the total amount of this Contract.

10.5. The first working day following the date constituting the delivery deadline and the payment deadline shall be considered a working day of delay.

10.6. The amount of the penalty calculated for the Supplier under this Contract may be deducted (withheld) by the Buyer from the amount of the 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 Specifications required by the Buyer.

## **12. Final provisions**

12.1. Disputes arising out of this Contract shall be settled by the Parties amicably. Otherwise, they shall be sent for examination to the competent court of law according to the legislation of the Republic of Moldova.

12.2. The Contracting Parties are entitled, during the performance of the Contract, to agree on the modification of the terms of the Contract by means of 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 this Contract. Amendments and additions to this Contract shall be valid only if they have been made in writing and signed by both Parties.

12.3. Neither Party shall have the right to transfer its obligations and rights under this Contract to

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third parties without the written consent of the other Party.

12.4. This Contract is signed electronically by both parties, and will be delivered automatically by electronic means in Romanian and one copy translated into English, one copy in each language for the Supplier and the Buyer, priority is given to the copy drawn up in Romanian. If this Contract is hand-signed by both Parties, it shall be drawn up in two copies in Romanian and two copies translated into English, one copy in each language for the Supplier and the Buyer, priority is given to copies drawn up in Romanian.

12.5. This Contract shall be deemed concluded and shall enter into force on the date of signing by both Parties and its registration.

12.16. This Contract is valid until **31.12.2024**. The rights and obligations of the Parties regarding the warranty of the delivered Goods remain valid until the expiration of the warranty period provided in Annex no. 1.1.

12.7. This Contract represents the agreement of will of the Parties and shall be deemed signed on the date of the last signature by one of the Parties.

12.8. In order to confirm the above, the Parties have signed this Contract in accordance with the legislation of the Republic of Moldova.

## II. SPECIAL CONTRACT CONDITIONS

1. Copies of the documents provided for in point 2.2 letters a) - f) of *Part I. General Part of the Contract*, shall be sent by the Supplier to the Buyer's electronic address, no later than 2 (two) working days, prior to delivery of the Goods, informing the Buyer of the delivery tracking number, date of dispatch, list of all accompanying documents shipped.
2. The Goods shall be transported packaged in such a way as to ensure their integrity during transportation, handling and reception by the Buyer. Each part or accessory shall be packaged in such a way as to be protected during transportation.

The packaging of the Goods must contain the following inscriptions in English (marking):

*Careful during transportation*

*Do not throw away*

*Store in a dry place*

*Contract:* \_\_\_\_\_

*Supplier:* \_\_\_\_\_

*Street:* \_\_\_\_\_

*City:* \_\_\_\_\_

*Country:* \_\_\_\_\_

*Container No.:* \_\_\_\_\_

3. The costs of transportation, installation, setting/adjustment, commissioning, and training of the Buyer's personnel are included in the price of Goods.
4. The installation, setting/adjustment, commissioning, and the training of the Buyer's personnel will be carried out at the Buyer's premises, in the presence of the Supplier's representative. The Supplier will provide all the necessary assistance for the commissioning of Goods, including provision of related services, which will be confirmed by the Parties signing without objection the Act of delivery-receipt of the Goods (2 copies).
5. The final acceptance of the Goods/ provision of services shall be based on the operational tests carried out at the time of commissioning. The Goods must be able to carry out all the processes and performances specified in Annexes no. 1 and 1.1 to the Contract.
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 Buyer will withhold the income

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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 Romanian, except for the one issued in English. The "Certificate of Residence" shall be presented to the Buyer before the submission of the Invoice for payment.

7. In the event that the quality of the delivered Goods does not meet the established requirements, the Buyer has the right to refuse their acceptance, and the Supplier undertakes to ensure their free replacement within no more than 15 (fifteen) calendar days and reimburse the Buyer for all direct costs related to the acceptance of the non-conforming Goods, as well as to reimburse the expenses for the payment of import duties (customs duty, customs procedures, VAT – Value Added Tax). In this sense the Buyer shall notify the Supplier in writing of the identified rejected quantity of the Goods and shall indicate the amount of expenses (in foreign currency - Euro) incurred for the payment of customs duties(customs procedures and other customs payments, the amount of Value Added Tax ) in accordance with the legislation of the Republic of Moldova . On the basis of the calculations provided by the Buyer, the Supplier shall draw up a Note for the amount indicated in the notification and present it to the Buyer. The amount of the Note shall be paid by the Supplier to the Buyer's settlement account within 5 (five) working days from the date of its submission.
8. Unless expressly provided for in this Contract, all notices with respect to the dispatch of messages, requests, letters, other correspondence between the Parties, or notices under this Contract shall be in writing, delivered by registered mail or other means of communication to the postal addresses or e-mail addresses of the Parties.

**The Buyer:**

Recipient: Public Institution „Public Services Agency”

Address: MD 2012, Republic of Moldova, Chisinau municipality, 42, Aleksandr Pushkin street.

Fax: +373 22

Phone no.: +373 22

E-mail: asp@asp.gov.md

Contact person:

Phone no.: +373 .....

Email: asp@asp.gov.md

**The Supplier:**

Sender: .....

Address: .....

Fax: + .....

Phone no.: + .....

E-mail: .....

Contact person: .....

Phone no.: + .....

Email: .....

Notifications shall be deemed to have been received:

- on the date of transmission if sent by e-mail;
- 7 (seven) calendar days if sent by registered mail;
- on the date of confirmation if sent by fax.

The Parties undertake to inform each other of any changes to the contact details for notifications, indicated in this section of the Contract within 7 (seven) calendar days of the date on which such changes occur.

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9. Language of communication: Romanian or English.

10. The validity period of the performance guarantee should be with 30 days longer than the contract validity period.

**Legal, postal and payment data of the Parties:**

<b>The Supplier</b>	<b>The Buyer Public Institution „Public Services Agency”</b>
Address: _____ _____	Address: MD-2012, Chisinau municipality 42, Aleksandr Puskin Street
Phone no.: _____ _____	Phone no.: (022) 50-44-20
Bank: _____	Bank: „Victoriabank” S.A.
Branch _____	IBAN: MD97VI000002224212555MDL,
IBAN: _____	Branch no. 12, Chisinau municipality
Bank code: _____	Bank code: VICBMD2X884
VAT code: _____	Tax code: 1002600024700
Tax xcode: _____	
Email: _____	

**SIGNATURES OF PARTIES**

**The Supplier**

**The Buyer**



TECHNICAL SPECIFICATIONS – according to Annex no. 22

**Object of purchase: FTIR spectrometer**

**CPV Code: 30210000-4**

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**SIGNATURES OF PARTIES**

**The Supplier**

**The Buyer**

**Annex no. 1.1**  
**to the Contract no. \_\_\_\_\_**  
**of „\_\_\_\_\_” \_\_\_\_\_ 2024**

TECHNICAL REQUIREMENTS – according to the information provided in the Annex to the Procurement Notice

**Object of purchase: FTIR spectrometer**

**CPV Code: 30210000-4**

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**SIGNATURES OF PARTIES**

**The Supplier**

**The Buyer**

**PRICE SPECIFICATIONS - according to Annex no. 23**

**Object of purchase: FTIR spectrometer**

**CPV Code: 30210000-4**

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**SIGNATURES OF PARTIES**

**The Supplier**

**The Buyer**