



CHEMONICS

# PURCHASE ORDER

**Purchase Order Number:** DPF-FPPO-051-01

**Effective Date:** October 10, 2014

**Delivery Due Date:** November 24, 2014

**Delivery Incoterm:** DDU delivery locations stated under "Description"

**Payment Terms:** Net 30 Days

**Supplier:**

Toreco SRL  
Attention: Natalia Frunza  
1, Uzinelor street  
Chisinau, Moldova

**Consign To:**

LGSP Moldova  
Attention: Vasile Munteanu, Operations Manager  
65 Stefan cel Mare Bd.  
Chisinau, Moldova  
Telephone: +373 22 626 113

**Bill To:**

LGSP Moldova  
Attention: Vasile Munteanu, Operations Manager  
65 Stefan cel Mare Bd.  
Chisinau, Moldova  
Telephone: +373 22 626 113

Line Item	Description	Unit	Qty	Unit Price (MDL)	Total Price (MDL)
1	<b>Plastic Euro Bins (240L)</b>	each	<del>2,388</del>	<del>XXXXXX</del>	1,110,000.00
	Dimensions: 58,2 x 72,8 x 106,40 cm				
	Weight: 14 kg				
	Volume: 240L				
	Load: max. 96 kg				
	With side wheels				
	Standard EN 840-1				
	Color: Black				
	<b>Delivery locations:</b>				
	(750) units - Orhei town, 160 V Mahu str, MD 3501				
	(250) units - Briceni town, 28 Independentei str, MD-4701				
	(1500) units - Ialoveni, 45 Al. cel Bun str, MD 6801				
<b>Total Purchase Order Amount (MDL):</b>					<b>1,110,000.00</b>

**Additional Notes:**

- This purchase order is issued by Chemonics International, Inc. ("Chemonics") on behalf of the Local Government Support Project (LGSP), USAID Contract No. AID-117-C-12-00001. This project is being implemented by Chemonics in the Cooperating Country of the Republic of Moldova.
- The authorized USAID Geographic Code for this purchase order is Geographic Code 110.
- The terms and conditions (Attachment 1) found in the following pages are incorporated into and form an integral part of this purchase order.

**Chemonics Authorization of Purchase Order:**

Name:  
Title:  
Date:

*Scott Johnson*

Signature



**Supplier Acceptance of Purchase Order:**

Name:  
Title:  
Date:

*Lupin Ion*  
*Director*  
*15.10.2014*

Signature



## Attachment 1: Chemonics International Purchase Order Standard Terms and Conditions

I. **DEFINITIONS:** The following definitions apply to this purchase order and any related correspondence:

- a. "Chemonics" means Chemonics International Inc.
- b. "Cooperating Country" means the country(ies), identified on the purchase order cover page, where the equipment will be used.
- c. "Delivery Incoterm" refers to the international commerce term (Incoterm) established by the International Chamber of Commerce, [www.iccwbo.org](http://www.iccwbo.org)
- d. "FAR" means the United States Federal Acquisition Regulation.
- e. "Geographic Code" means the country(ies) or area(s) assigned by USAID to a certain three digit code, as defined in United States Code of Federal Regulations (CFR) in 22 CFR §228, available at <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>
- f. "Supplier" means the individual or firm, identified on the purchase order cover page, supplying the goods and/or services under this order
- g. "U.S." or "United States" means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- h. "USAID" means the United States Agency for International Development.

II. **CONTRACT:** This purchase order (PO), when properly completed and signed by both parties, is the only form which will be recognized by Chemonics and will constitute the fixed-price contract. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing by Chemonics. The purchase order may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Chemonics; absent such written consent, any assignment is void.

III. **PAYMENT:** Payment shall be made—via check or wire transfer—in the currency identified on the purchase order cover page for items that have been delivered to the delivery destination(s) set forth in the purchase order and that have been inspected and accepted by Chemonics. The Supplier shall submit an original invoice (or electronic invoice, if authorized) that includes, at a minimum: (a) name and address of the Supplier; (b) invoice date and number; (c) PO number; (d) description, quantity, unit of measure, unit price and extended price of the items delivered. Payment will only be issued to the Supplier identified on the purchase order cover page; payment will not be issued to a third party.

IV. **ELIGIBILITY OF COMMODITIES AND SUPPLIERS:** The Supplier shall adhere to the following in carrying out this purchase order:

- a. All commodities must be new and unused unless otherwise authorized in writing by Chemonics.
- b. All electrical commodities must operate on the voltage and frequency identified on the purchase order cover page. Transformers will not be accepted. Auto-sensing, multi-voltage power supplies are preferred over single-voltage items.
- c. All commodities supplied under this order must comply with the authorized USAID Geographic Code identified on the purchase order cover page in accordance with 22 CFR §228 ("Rules for Procurement of Commodities and Services Financed by USAID" available at <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>), unless otherwise indicated in writing by Chemonics.
- d. No commodities made in—or containing a component made in—Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, or Syria may be supplied.
- e. The Supplier must be an organization incorporated or legally organized under the laws of—or (if an individual) a citizen or legal resident of—a country in the USAID Geographic Code identified on the PO cover page. The Supplier must also meet the nationality requirements of 22 CFR 228.
- f. No commodities or services shall be eligible for payment under this order if provided by a vendor included on any list of suspended, debarred, or ineligible bidders used by USAID or the United States Government.

V. **ELIGIBILITY OF TRANSPORTATION SERVICES:** Any ocean or any international air shipments financed by this purchase order must be made on carriers and vessels under flag registry of the United States. If such carriers or vessels are not available, the Supplier shall notify Chemonics prior to shipment in order to request further written instructions. Failure to use such U.S. flag carriers/vessels without prior written authorization from Chemonics shall be grounds for unilateral termination for default of the purchase order by Chemonics, with no payment being issued for any shipping/transportation costs.

VI. **WARRANTY:** The Supplier warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this PO. All equipment supplied under this order must be covered by the manufacturer's standard international warranty which shall, at a minimum, protect Chemonics from any loss due to defective workmanship, material, and parts, for 12 (twelve) months (unless otherwise stated on the purchase order document) after the equipment is delivered to and accepted by Chemonics. In the event that the warranty is breached, Chemonics may require, and the Supplier is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Supplier shall be responsible for all necessary domestic transportation charges required to ship the defective commodities to the Supplier and replacement commodities to Chemonics. In the event of the Supplier's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, Chemonics may remedy such defects on its own and claim the reasonable cost of such remedial action from the Supplier.

VII. **INSPECTION AND ACCEPTANCE:** The Supplier shall only tender for acceptance those items that conform to the requirements of this PO. Chemonics reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Chemonics may require repair or replacement of nonconforming commodities or re-performance of nonconforming services at no increase in purchase order price. If repair/replacement or re-performance will not correct the defects or is not possible, Chemonics may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Chemonics must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

VIII. **GOVERNING LAW AND RESOLUTION OF DISPUTES:**

- (A) *Governing Law.* This purchase order, including any disputes related thereto, shall be governed by the laws of the District of Columbia, U.S.
- (B) *Disputes between the Parties.* The following procedures shall govern the resolution of any controversy, dispute or claim between or among the "Parties," arising out of the interpretation, performance, breach or alleged breach of this purchase order ("Dispute").
  - (1) *Negotiation.* The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (B)(2) below.
  - (2) *Executive Consultation.* For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.
  - (3) *Arbitration.* Any controversy or claim between the Parties arising out of or relating to this purchase order, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.
- (C) *Obligation to perform work.* Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.

IX. **INDEMNITY AND SUPPLIER WAIVER OF BENEFITS.** The Supplier agrees to indemnify and save harmless Chemonics and its officers, employees, and agents from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of the Supplier's provision of goods or services under this purchase order.

Purchase Order Number: DPF-FPO-051-01

Page 2 of 3

X. **EXCUSABLE DELAYS.** The Supplier shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Supplier and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Supplier shall notify Chemonics in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Chemonics of the cessation of such occurrence.

XI. **CHANGES:** Chemonics may at any time, by written order, and without notice to the sureties, make changes within the general scope of this purchase order. If any such changes cause an increase or decrease in the cost, or the time required for the performance, of any part of the work under this purchase order, an equitable adjustment shall be made in the purchase order price or delivery schedule, or both, and the purchase order shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this purchase order must be asserted within thirty (30) days from the date of receipt by the Supplier of the modification or change.

XII. **TERMINATION FOR CONVENIENCE:** Chemonics reserves the right to terminate this purchase order, or any part hereof, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this PO, the Supplier shall be paid a percentage of the PO price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of Chemonics using its standard record keeping system, have resulted from the termination. The Supplier shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Chemonics any right to audit the Supplier's records. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

XIII. **TERMINATION FOR CAUSE:** Chemonics may terminate this purchase order, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any PO terms and conditions, or fails to provide Chemonics, upon request, with adequate assurances of future performance. In the event of termination for cause, Chemonics shall not be liable to the Supplier for any amount for supplies or services not accepted, and the Supplier shall be liable to Chemonics for any and all rights and remedies provided by law. If it is determined that Chemonics improperly terminated this PO for default, such termination shall be deemed a termination for convenience.

XIV. **TITLE:** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Chemonics upon acceptance, regardless of when or where Chemonics takes physical possession. Chemonics retains the right to transfer title at any time to any organization or entity in the Cooperating Country. At the time that any items supplied under this purchase order are transferred any entity within the Cooperating Country, all rights to warranty support and service provided to Chemonics under this purchase order shall be transferred with the items to the new end-user. The Supplier shall continue to honor all warranty support and services for the duration of the warranty period.

XV. **RISK OF LOSS:** Unless the purchase order specifically provides otherwise, risk of loss or damage to the items provided under this purchase order shall remain with the Supplier until, and shall pass to Chemonics upon delivery of the items to Chemonics or Chemonics' authorized agent at the delivery location.

XVI. **WORKER'S COMPENSATION INSURANCE:** If the order involves performance of incidental services (installation of USAID-financed equipment or the training of personnel in the maintenance, operation, and use of such equipment) outside of the United States, then before commencing performance under this purchase order the Supplier shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Supplier's employee is performing services.

XVII. **TAXES:** The agreement under which this purchase order is financed does not permit the use of USAID funds to finance any taxes, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, charges, tariffs, duties or levies shall be paid under this purchase order.

XVIII. **SET-OFF CLAUSE:** Chemonics reserves the right of set-off against amounts payable to the Supplier under this purchase order or any other agreement the amount of any claim or refunds Chemonics may have against the Supplier.

XIX. **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:** The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of the Cooperating Country and their political subdivisions and with the standards of relevant licensing boards and professional associations.

XX. **TERRORIST FINANCING PROHIBITION:** The Supplier is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Supplier to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this purchase order.

XXI. **ANTI-CORRUPTION AND ANTI-KICKBACK:** No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this purchase order. Any such practice will be grounds for canceling the award of this order and for such other actions, civil and/or criminal, as may be applicable. The Supplier and its employees, whether directly or indirectly engaged in the performance of this purchase order, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Supplier to Chemonics.

XXII. **COMPLIANCE WITH U.S. EXPORT LAWS:** In furtherance of this purchase order, the Supplier warrants and agrees to comply with all U.S. laws and regulations governing its international activities, including but not limited to: (i) the export or re-export of goods, technology, and services under the International Traffic in Arms Regulations, 22 C.F.R. Parts 120 et seq.; (ii) the Export Administration Regulations, 15 C.F.R. Parts 730 et seq.; (iii) the Foreign Asset Control Regulations, 31 C.F.R. Chapter V; and (iv) other applicable U.S. laws and regulations. The Supplier undertakes to determine any export license requirements, to obtain any export license or other official authorization, and to carry out any customs formalities for the export of goods or services. The Supplier agrees to cooperate in providing any reports or other documentation related to export compliance requested by Chemonics. The Supplier agrees to indemnify and defend Chemonics for any penalties, fines, or other regulatory action taken against Chemonics as a result of the Supplier's non-compliance with this provision.

XXIII. **CLAUSES INCORPORATED BY REFERENCE:** This purchase order incorporates the following clauses of the United States Federal Acquisition Regulation (48 CFR, Chapter 1) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/loadmainre.html>. It is understood and agreed that the Supplier may be obligated by and to Chemonics for any documentation required of Chemonics under these clauses, and that references to the "Contractor" may also refer to the "Supplier". The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to "the Government" or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to "the Supplier."



FAR Clause Number	FAR Clause Title
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)