

CONTRACT – TEMPLATE

**CONTRACT No. _____
on the purchase of goods**

I. GENERAL PART

Object of purchase: FTIR Spectrometer

CPV Code: 38433000-9

„_____” _____ 2024

Chisinau municipality

The Supplier of Goods	The Contracting Authority
<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>Public Institution "Public Services Agency", represented by _____, <i>(position, name, surname)</i> Acting under the Statute, hereinafter referred to as <i>the Buyer</i>, IDNO 1002600024700, 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

Translated from Romanian into English language

- 1.1. The Supplier undertakes to deliver the Goods - FTIR Spectrometer, **including installation, 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. **Delivery of Goods, including installation, setting/adjustment, commissioning, and training of the Buyer's personnel shall be made by the Supplier within 120 calendar days from the date of signing the Contract.**

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

2.2. The documentation accompanying the Goods shall include:

- a) Invoice/Tax Invoice;
- b) International transport invoice (CMR/AWB);
- c) Certificate of preferential origin of goods;
- d) EC declaration of conformity;
- e) Copy of the export 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 objection 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:

Translated from Romanian into English language

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

Translated from Romanian into English language

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 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-fulfilment 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

Translated from Romanian into English language

defects.

9.6. In case of deviation from the quality of Goods, the costs for stoppage or delay shall be borne by 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 indemnify the Buyer against any and all:

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 referred for examination in accordance with the provisions **indicated in clause no. 8 of Part II. Special Contract Conditions**.

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

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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 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 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 Goods, informing the Buyer of the delivery tracking number, date of dispatch, list of all accompanying documents shipped.
2. The Goods shall be transported packed in such a way as to ensure their integrity during transportation, handling and reception by the Buyer. Each part or accessory shall be packed 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 transport, 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.

Translated from Romanian into English language

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 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 in accordance with the legislation of the Republic of Moldova and the amount of Value Added Tax. 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 into the Buyer's settlement account within 5 (five) working days from the date of its submission.
8. The parties shall use their best endeavours to settle disputes and disagreements, which may arise in the performance of this Contract on an equal basis and by negotiation. At the settlement of the dispute, the Party claiming breach of the provisions of this Contract undertakes to submit a prior claim to the other Party in accordance with the following requirements:
 - claims must be made in writing and sent by post with acknowledgement of receipt;
 - the claim must contain:
 - the circumstances and attached documents confirming the breach of the provisions of this Contract,
 - proposals for resolving the dispute that has arisen.If the reply to the claim is not submitted within the set time limit, the party who received the claim shall be deemed to have agreed to the requirements for the settlement of the dispute. In case of impossibility of settlement within 30 (thirty) calendar days from the date of submission of the claim, the dispute, arising out of or in connection with the Contract, including its conclusion, performance or termination, shall be referred to the International Commercial Arbitration Court under the Rules of the Chamber of Commerce and Industry of the Republic of Moldova. The decision of the court shall be final and binding on the Parties. The law of the Republic of Moldova shall apply to the Contract and its interpretation. The Arbitration Court will be composed of 3 arbitrators: one elected by each party and a chairman elected by two arbitrators. The language of the dispute shall be Romanian. Place of examination - Chisinau municipality, Republic of Moldova. In the case of the Supplier from the Republic of Moldova the dispute, arising out of or in connection with the Contract, including its conclusion, performance or termination, shall be referred to the competent court of the Republic of Moldova in accordance with the provisions of the Code of Civil Procedure.
9. 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:

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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.

10. Language of communication: Romanian or English.

Legal, postal and payment data of the Parties:

The Supplier	The Buyer Public Institution „Public Services Agency”
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, Branch no. 12, Chisinau municipality
IBAN: _____	Bank code: VICBMD2X884
Bank code: _____	Tax code: 1002600024700
VAT code: _____	
Tax xcode: _____	
Email: _____	

Translated from Romanian into English language

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