

CONTRACT – TEMPLATE

CONTRACT no. _____
Regarding the procurement of low-value goods

I. GENERAL PART

Subject of procurement: Spare parts for the maintenance of production machinery/equipment

CPV code: 42991500-4

„_____” _____ 2026

Chisinau mun.

The Supplier	The Buyer
_____ <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,	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,

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

- a. The procurement of Spare parts for the Laser Engraver Equipment VLS 4.60, hereinafter referred to as the "Goods", according to the low-value public procurement procedure no. _____ of _____, based on the Decision of the Buyer's Working Group on Public Procurement no ____/26 of _____ 2026.
- b. The following documents will be considered parts of the Contract:
 - a) Annex no. 1 - Technical Specifications;
 - b) Annex no. 2 - Price Specifications.
- 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. Subject of the Contract

- 1.1. The Supplier undertakes the obligation to deliver the Goods in accordance with the provisions of the Specifications set out in Annexes no. 1 and 2 to this Contract.
- 1.2. The Buyer undertakes, in turn, to pay for and receive the Goods delivered by the Supplier.
- 1.3. The quality of the Goods shall comply with the requirements set out in **Annex no.1** to this Contract.
- 1.4. The warranty period for the delivered Goods shall be at least 12 months from the date of delivery of the Goods.

2. Terms and conditions of delivery

2.1. The Goods shall be delivered within 120 (one hundred twenty) calendar days from the date of signing the Contract, under INCOTERMS 2020 – DAP, Republic of Moldova, Chisinau municipality, 42, A. Pushkin Street, in accordance with the requirements set out in Annexes no. 1 and 2 to this Contract..

2.2. The documentation accompanying the Goods shall include:

- a) Invoice / Tax Invoice issued through the SIA “e-Factura” system;
- b) International transport invoice (CMR/AWB);
- c) Act of delivery-receipt of the Goods (2 copies)

2.3. The originals of the documents provided for in point 2.2. shall be presented to the Buyer at the latest at the time of delivery of the Goods. Delivery of the Goods shall be considered completed at the time the above documents are presented and accepted by the Buyer without objections.

3. Price and payment terms

3.1. The price of the delivered Goods under this Contract is set in _____ MDL/EURO/USD and is indicated in the Price Specifications in Annex no. 2 to this Contract.

3.2. The total amount of this Contract is: _____ MDL/ EURO/USD with/without VAT. According to the exchange rate of the National Bank of Moldova of 00.00.0000 (on the date of bid opening) 1 Euro/1USD = 00,0000 MDL the total amount of the Contract constitutes 0000000,00 MDL, with/without VAT.

3.3. Payment for the delivered Goods shall be made in _____ MDL/EURO/USD.

3.4. The method and terms of payment by the Buyer shall be: within up to 20 (twenty) business days after delivery of the Goods, submission of the accompanying Documentation provided under point 2.2. and their acceptance without objections by the Buyer.

3.5. Payments shall be made by bank transfer to the Supplier's settlement account indicated in this Contract.

4. Delivery-receipt conditions

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

- a) the quantity of the Goods corresponds to the information indicated in Annex no. 2 to this Contract and in the accompanying documents stipulated in point 2.2. of this Contract;
- b) the quality of the Goods complies with the requirements specified in Annexe no. 1 to this Contract;
- c) the packaging and integrity of the delivered Goods allow their use according to their intended purpose.

4.2. The Supplier is bound to present to the Buyer with the documents specified in point 2.2. together with the delivery of the Goods, for payment purposes. For the Supplier's failure to comply with this clause, the Buyer shall reserve the right to increase the payment term provided for in point 3.4. corresponding to the number of days of delay and to be exempted from paying the penalty set out in point 10.4

5. Standards

5.1. The Goods supplied under the Contract shall comply with the requirements provided for in Annex no. 1 to this Contract.

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

6. Obligations of the Parties

6.1. Under this Contract, the Supplier undertakes:

- a) to deliver the Goods under the conditions set out in this Contract;
- b) to notify the Buyer, within 5 (five) calendar days after the signing of this Contract, by telephone/fax or electronic means, about the availability of the Goods for delivery;
- c) to ensure appropriate conditions for taking delivery of the Goods by the Buyer, within the time limits set, in accordance with the requirements of this Contract;
- d) to ensure the integrity and quality of the Goods until their acceptance by the Buyer.

6.2. Under this Contract, the Buyer undertakes:

- a) to take all necessary measures to ensure the receipt within the established term of the delivered Goods, in accordance with the requirements of this Contract;
- b) to ensure payment for the delivered Goods, in accordance with the terms and within the time limits specified in this Contract.

7. Circumstances justifying non-performance of the Contract

7.1. The Parties are exempt from liability for partial or complete non-fulfilment of obligations under this Contract, if this is caused by the occurrence of circumstances justifying non-fulfilment of the Contract (wars, natural disasters: fires, floods, earthquakes, and other circumstances beyond the control of the Parties).

7.2. The Party invoking the clause of circumstances justifying non-performance of the Contract is bound to inform the other Party immediately (but not later than 10 days) about the occurrence of circumstances justifying non-performance of the Contract.

7.3. The occurrence of the circumstances justifying non-performance of the Contract, the time of triggering and the time limit for action must be confirmed by a duly issued attestation notice issued by the competent authority of the country of the Party invoking such circumstances.

7.4. In the event of circumstances justifying non-performance of the Contract, the Contract shall be modified by additional agreement, including modification of the performance terms, in the event of subsequent performance of the Contract. In the event of the performance of the point 7.1. and point 7.3., the Parties shall amend the Contract by an additional agreement, concerning partial or full non-performance of the obligations, including the modification of the deadlines in the event of suspension and subsequent execution of the Contract.

8. Resolution

8.1. The Contract may be terminated by mutual agreement of the Parties.

8.2. The Contract may be unilaterally terminated by:

- a) the Buyer in the event of the Supplier's refusal to deliver the Goods under this Contract;
- b) the Buyer in the event of failure by the Supplier to comply with the delivery deadlines set;
- c) the Supplier in the event of failure by the Buyer to comply with the terms of payment for the Goods;
- d) the Supplier or the Buyer in the event of failure by either Party to meet the claims made under this Contract.

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

- a) The Supplier is, at the time of its award, in one of the situations that would have led to its exclusion from the award procedure pursuant to Article 19 of Law no. 131/2015 on Public Procurement;
- b) The contract has been subject to a substantial modification that required 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 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, as the case may be, international court.

8.4. The Party initiating the termination of the Contract is obliged to notify the other Party within **5 (five) business** days of its intentions by a reasoned letter.

8.5. The notified Party is bound to reply within **5 (five) business** days of receipt of the notification. If the reply is not given within the time limits, the initiating Party shall initiate the resolution.

9. Claims

9.1. Claims concerning the quantity of the delivered Goods shall be submitted to the Supplier at the time of their receipt, and shall be confirmed by a document drawn up jointly with the Supplier's representative.

9.2. Claims concerning the quality of the delivered Goods shall be submitted to the Supplier within **20 (twenty) business days** of the detection of quality deficiencies.

9.3. The Supplier is bound to examine the claims submitted within **5 (five) business days** from the date of their receipt and to notify the Buyer of the decision made.

9.4. In the event of acknowledgment of claims regarding the quantity of undelivered Goods, the Supplier is bound, within 5 (five) calendar days, to deliver the undelivered quantity of Goods additionally to the Buyer and, in the event of ascertainment of inadequate quality, to replace them within the deadline or to correct them in accordance with the requirements of the Contract. **(point 2, Part II – „Special Conditions of the Contract”)**.

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

9.6. In the event of deviations from the quality of the Goods, the costs for standstill or delay shall be borne

by the party at fault.

10. Sanctions

10.1. The form of Performance Security of the contract agreed by the Buyer is the the payment order for the transfer of the amount to the Buyer's settlement account, in the amount of 5,0 % of the total Contract amount.

10.2. For refusal to deliver the Goods provided for in this Contract, or for their improper delivery, the Performance Security established in accordance with the provision of point 10.1., shall be withheld from the Supplier.

10.3. For late delivery of Goods, the Supplier shall be liable to pay a penalty of 0,5 % of the amount of 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 Goods or the delay in the removal of defects in their delivery exceeds 10 (ten) calendar days, the Supplier shall provide the Buyer with a written explanation. If the Buyer accepts the Supplier's explanation, the mentioned delays are not considered to be refusal to deliver the Goods, applying only the penalties set forth above. 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 point 10.1 shall be withheld from the Supplier.

10.4. For late payment of Goods, the Buyer shall be liable to pay a penalty 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 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:

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.

11.2 The Supplier warrants that it owns all intellectual property rights to the Goods, which allows for their unlimited use/administration 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 to the competent court of law, at the Buyer's premises, in accordance with the legislation of the Republic of Moldova.

12.2. The Contracting Parties have the right, during the performance of the Contract, to agree on the modification of the terms of the Contract, by means of an additional agreement, only in case of the occurrence of circumstances that harm their legitimate interests and that could not be foreseen at the date of conclusion of the Contract. Modifications and additions to this Contract shall only be valid if they have been made in writing and signed by both Parties.

12.3. Neither Party shall be entitled 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 signature.

12.6. This Contract is valid until **31.12.2026**. The rights and obligations of the Parties regarding the ~~guarantee-warranty~~ on the delivered Goods, remain valid until the expiration of the ~~guarantee-warranty~~ ~~term~~period established in this Contract.

12.7. This Contract represents the agreement of both Parties and shall be deemed to have been signed on the date of application of the last signature by one of the Parties.

12.8. In confirmation of the above, the Parties have signed this Contract in accordance with the laws of the Republic of Moldova, on the date and in the year indicated above.

II. SPECIAL CONDITIONS OF THE CONTRACT

1. Copies of the documents referred to in letters a) and b) of point 2.2. of the General Part of the Contract shall be sent by the Supplier to the Buyer's electronic address no later than 2 (two) business days before the delivery of Goods, with notification of the Buyer on the delivery tracking number, the date of dispatch, the list of all accompanying documents sent.
2. The Goods shall be transported in appropriate packaging to ensure their integrity during transportation, handling, and acceptance by the Buyer. Each part or accessory shall be packaged in a manner as to ensure adequate protection during transportation.
3. The Supplier shall ensure the transportation of the Goods, with all related costs included in the price thereof.
4. In the event of detection of non-compliance of the quality of delivered Goods with the established requirements, the Buyer has the right to refuse their reception, and the Supplier undertakes to ensure their free replacement within 60 (sixty) calendar days and reimburse the Buyer for all direct costs related to the receipt 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). On the basis of the calculations provided by the Buyer, the Supplier shall draw up a Credit Note for the amount indicated in the notification and shall submit it to the Buyer. The amount of the Credit Note will be paid by the Supplier to the settlement account of the Buyer within 5 (five) business days from the date of its presentation.
5. The Supplier shall deliver a new Laser tube CO₂, and the Buyer undertakes to return the used (empty) laser tube to the Supplier within 15 (fifteen) calendar days from the receipt of the new one. All transportation costs related to the return of the used (empty) laser tube shall be borne by the Supplier.
6. In order to apply the provisions of international treaties regarding the avoidance of double taxation on non-residents, the Supplier shall present a Certificate of Residence issued by the competent authority in its state of residence, or an extract from the official website of the authority from the state of residence (if it is issued in Romanian or English) certifying fiscal residence, otherwise, the Buyer shall withhold the income tax at the rate of 12% from the payments to be made, in accordance with the provisions of the Tax Code of the Republic of Moldova. The Certificate of Residence issued in a foreign language shall be submitted with the translation into Romanian, except for the one issued in English. The Certificate of Residence shall be presented to the Buyer at the latest upon submission of the Invoice for payment.
7. 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 or e-mail addresses of the Parties.
8. Upon the resolution of the dispute, the Party claiming a violation of the provisions of this Contract shall be obliged to submit a prior complaint to the other Party in accordance with the following requirements:
 - complaints must be made in writing and sent by post with advice of receipt;
 - the complaint must contain:
 - the circumstances and attached documents, which confirm the violation of the provisions of this Contract;
 - proposals to resolve the dispute that has arisen.
9. If the response to the complaint is not provided within the established term, the Party that has received the complaint shall be deemed to have agreed with the requirements for resolving the dispute.
10. In case of impossibility of settlement, within 30 (thirty) calendar days from the date of presentation of the complaint, the dispute arising from or in connection with the Contract, including its conclusion,

execution or termination, will be submitted for examination in accordance with the provisions of point 12.1. of this Contract.

11. Notifications shall be deemed to have been received:

- on the date of transmission if sent by e-mail;
- 5 (five) business days if sent by registered mail;
- on the date of confirmation if sent by fax.

12. 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) business days of the date on which such changes occur.

13. The Parties shall each appoint a person responsible for coordinating the execution of the Contract, providing their contact details:

a) On behalf of the Buyer:

Public Institution „Public Services Agency”

Address: MD 2012, Republic of Moldova, Chisinau municipality, no. 42, Aleksandr Pushkin street.

Fax: +373 22

Phone no.: +373 22

E-mail: asp@asp.gov.md

Contact persons:

Phone no.: +373

Email: asp@asp.gov.md

b) On behalf of the Supplier :

Address:

Fax: +

Phone no.: +

E-mail:

Contact persons:

Phone no.: +

E-mail:

14. The law of the Republic of Moldova shall apply to the Contract and its interpretation.

Legal, postal and payment details of the Parties:

The Supplier	The Buyer Public Institution "Public Services Agency"
Address: Phone: Bank: Branch IBAN: Bank code: VAT code: Tax code: E-mail:	Address: MD-2012, Chisinau municipality, 42, Aleksandr Pushkin street Phone: (022) 50-44-20 Bank: "Victoriabank" S.A. IBAN: MD76VI000000002224912402EUR / MD76VI000000002224912402EUR MD76VI000000002224912402USD Bank code: VICBMD2X Tax code: 1002600024700

Signatures of the Parties:

The Supplier	The Buyer Public Institution "Public Services Agency"
Authorised signature:	Authorised signature:

Annex no. 1
to the Contract no. _____
of _____ 2026

TECHNICAL SPECIFICATIONS – in accordance with the data in Annex no. 22

Signatures of the Parties:

The Supplier	The Buyer Public Institution "Public Services Agency"
<i>Authorised signature:</i> _____	<i>Authorised signature:</i> _____

Annex no. 2
to the Contract no. _____
of _____ 2025

PRICE SPECIFICATIONS - in accordance with the data in Annex no. 23

Signatures of the Parties:

The Supplier	The Buyer Public Institution "Public Services Agency"
<i>Authorised signature:</i> _____	<i>Authorised signature:</i> _____