

21.10.2019

CONTRACT № 12 - L/19

mun. Chişinău

“Lokmera” SRL (Moldova), hereinafter referred as **Supplier**, in the person of Director Mr. Nicolai Iasibaş on the one part, and Úřad pro technickou normalizaci, metrologii a státní zkušebnictví (Czech Office for Standards, Metrology and Testing) hereinafter referred to as the **(Buyer)** represented by Miroslav Chloupek, First Deputy President, on the other part have concluded the present Contract on the following terms.

1. SUBJECT OF THE CONTRACT

1.1. The **Supplier** sells, the **Buyer** pays and the **Beneficiaries** receive the goods in compliance to the Specification (Annex №1) which is integral part to this Contract.

1.2 The value of the Contract is VAT exemption with the right to deduct and is exempt from import taxes on the supply of goods / services, following the signing of Contract between the Government of the Republic of Moldova and the Government of the Czech Republic on development cooperation, signed in Chisinau on November 23, 2012 and ratified by Law № 9 of February 22, 2013. The **project nr. 872111299299 „Implementation of Eurocodes in the Republic of Moldova”** being included in Annex № 1 „List of ongoing technical assistance projects, which fall within the scope of international treaties, for the application of exemptions to income tax, excise duties, customs duties, fees for carrying out customs procedures, fees for goods which, in the process of use, cause environmental pollution, as well as applying the exemption VAT deductible for goods and services intended for them” from the Government Decision № 246 of 08.04.2010, as subsequently amended. In case the customs facilities according to the Government Decision № 246 of 08.04.2010 are canceled, the buyer is obliged to pay the total amount including VAT.

2. TERMS OF PRICING

2.1. Prices for goods is established in EURO in accordance to **Specification (Annex №1)** to the present Contract, and consist **19 996, 00 (nineteen thousand nine hundred ninety – six), 00 EUR**, VAT exempted with the right to deduct.

Bank fees charged by the bank for any payments made by the Buyer shall be paid by Buyer.

3. THE OBLIGATIONS OF THE PARTIES

3.1. The Supplier is obliged:

3.1.1. To deliver the goods without any defects, in the quantity and assortment established in Annex №1 to this Contract, according to Incoterms 2010 DAP Chisinau (Beneficiary addresses given in Annex №2).

3.1.2. To deliver the products in accordance with the provisions of Chapter 5 of this Contract.

3.1.3. To comply with other obligations established by this Contract and the legislation in force.

3.1.4. To bear responsibility for the non-performance or improper execution of the obligations established in this Contract.

3.2. The Buyer is obliged to:

3.2.1. To pay the price of the goods indicated in Annex №1, according to the conditions agreed in Chapter 4 of this Contract.

3.2.2. To receive the goods according to the conditions agreed in Chapter 5 of this Contract.

3.2.3. To comply with other provisions of this Contract as well as the obligations established by the legislation in force;

3.2.4. To bear responsibility for the non-performance or improper execution of the obligations established in this Contract.

3.2.5 At the request of the Supplier, to provide in time, all the necessary documents, in order to benefit the tax facilities.

4. TERMS OF PAYMENT

4.1. Payments for the Contract shall be effected in EUR, as following:

- 100% in advance within 5 (five) days, from the moment of signing the Contract, according to the proforma-invoice issued by the Supplier.

SUPPLIER				BUYER		
LOKMER SRL Str.Bucuresti 23a,bir.415,Chisinau,MD-2001,Moldova Reg no: 1007600011105; Bank name: ProCreditBank, Chisinau, Moldova SWIFT: PRCBMD22 IBAN : MD19PR002251174993001978 (EURO) Correspondent account: DE32502108000001560069 Correspondent Bank: ProCredit Bank AG, Frankfurt am Main, Germany SWIFT:PRCBDEFF				The Czech Office for Standards, Metrology and Testing Biskupský dvůr 1148/5, 110 00 Praha 1, Czech Republic Czech National Bank, Prague Account No: 10014-21622001/0710		
NOTES				SHIP TO		
Ref.:Project nr.872111299299 "Implementation of Eurocodes in the Republic of Moldova" Ref.:Contract № 12-L19 dated 21.10.2019				1 Î.S. "Administrația de Stat a Drumurilor" 2. ICSC „INCERCOM” I.S., 3.Centrul de Metrologie Aplicata si Certificare		
TERMS OF PAYMENT:				5 days from invoice date		
TERMS OF DELIVERY:				75 days after the receiving of the advance payment		
Item	Part nr.	Description	UoM	Q-ty	Unit Price without VAT in	Total Price in Euro
1	48-D5242/G	Micro-Deval testing machine for determination of resistance to wear of aggregates, complete with soundproof protection. Conforming to EN 1097-1, EN 13450 and to CE directive. Supplied with 4 stainless steel cylinders 200 mm dia. x 154 mm length and without steel spheres. User interface: large size graphic display and membrane keyboard. 230V, 50Hz, 1ph.	un	2		
2		Soundproof protection and safety cover	un	2		
3		Stainless steel cylinders 200 mm dia. x 154 mm length and without steel spheres.	un	2		
4		Graphic display and membrane keyboard	un	2		
5	48-D0524/7	Stainless steel spheres, 10 mm dia. Pack of 20 kg.	un	2		
6	81-B0135/A	Digital Pensky Martens closed cup flash tester.	un	1		
7		Digital thermometer with PT100A probe	un	1		
8		Pensky Martens brass cup	un	1		
9		Gas tube 5 m, 5 millibars pressure reducer, cooling fan	un	1		
10		Spare calibrated brass cup for Pensky Martens	un	1		
16		Official origin cert. issued by chamber commerce	un	1		
17		Installation	un	1		
18		Training	un	1		
19		Order management	un	1		
TOTAL VALUE, EUR						19996,00

TOTAL VALUE OF PROFORMA - INVOICE: 19 996,00 (nineteen thousand nine hundred ninety – six), 00EUR

NOTE Please Instruct your bank that all bank fees inside and outside your country from the transfer should be charged to your account!

Director

Nicolai IASÎBAS