



Empowered lives.  
Resilient nations.

**CONTRACT No.** \_\_\_\_\_

The Parties, "IM Agropiese TGR Grup" SRL, in the person of Director, Mr. Hamurari Vladimir, hereinafter "Supplier" and UNDP Moldova, in the person of Deputy Resident Representative, Ms. Narine Sahakyan, hereinafter "Customer", have concluded the present contract.

## 1. SUBJECT OF THE CONTRACT

- 1.1. "Supplier" undertakes the obligation to deliver "1 Mower (Mulcher), 1 Rotary drum mower, 1 Disc harrow, 1 Seeder (sowing machine), 1 Roll, 1 Rake (for collecting grass in swaths), 1 Subsoiler (Purpose: for deep cultivation with simultaneous)", hereinafter "Product", as per Annex 1, attached hereto, to "Customer" in accordance with the delivery terms. "Customer" bears the responsibility for providing of all conditions, necessary for "Product" delivery.

## 2. PRICE, DELIVERY AND PAYMENT CONDITIONS, PENALTIES

- 2.1. "Customer" undertakes the obligation to execute payment of "Product" price to "Supplier" on the basis of delivery conditions DAP Chisinau INCOTERMS 2010, in amount of **USD 24,890.00 (twenty four thousand, eight hundred and ninety US Dollars, 00 cent)** upon acceptance of "Product" certified in writing by "Customer". "Product" price does not include VAT, excise and other customs duties or taxes.
- 2.2. The payments will be made in Moldovan Lei at the UN Operational Rate of Exchange on the day of payment within 30 days from the date of acceptance by bank transfer. Partial delivery acceptance is subject to a separate record in the present Contract. "Customer" shall make a payment of 20% of contract amount upon issuance of the Purchase Order.
- 2.3. The "Product" shall be delivered in the date of payment. In case of delay of delivery (or partial delivery) within the time period stipulated in the present Contract, "Supplier" will pay a penalty fee of 0.1% of the late delivery value per each day of delay up to a maximum deduction of 10% which will be deducted from the present Contract value, without prejudice to its other provisions. In case the penalty value excess 10% a note will be submitted to "Supplier", announcing the termination of the Contract for late delivery of all or part of the "Product".
- 2.4. In case of termination of the Contract, "Customer" is to pay for the part of the "Product" properly delivered, as of the date of termination, according to the calculations agreed by both Parties.

## 3. PROHIBITION ON ADVERTISING

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any other purposes, than those related to the tasks set in the Terms of Reference. The "Supplier" shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

## 4. FORCE-MAJEURE

If force-majeure circumstances emerge and impede the fulfilment of this contract, "Supplier" is to immediately notify "Customer" in writing, with certifying documents about such circumstances or their insuperable appearance (at least 10 days before), with the purpose of further "Customer" decision about the Contract development.

## 5. SETTLEMENT OF DISPUTES

### 5.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

### 5.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## 6. PRIVILEGES AND IMMUNITIES

Nothing in or related to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## 7. FINAL CLAUSES

7.1 The amendment or completion of the present Contract shall be made in written form only and by agreement of both Parties. Amendments shall be cleared by means of additional acts, which shall get legal power and become an integral part of the present Contract from the moment of their signing by Parties.

7.2 The UN General Conditions for Contracts represent an integral part of present Contract and will be the governing one, and supersede all other conditions of the Contract.

## 8. LEGAL ADDRESSES OF THE PARTIES

### "Customer"

131, 31 August 1989 Street,  
MD-2012 Chisinau, Moldova  
Tel.: +373-22-220045  
Fax: +373-22-220041

BC EXIMBANK Gruppo Veneto Banca  
Bank account: 222440007  
Bank code: EXMMMD22  
C/f: 12626016



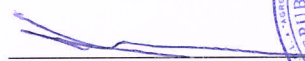
Ms. Narine Sahakyan  
Deputy Resident Representative  
UNDP Moldova

Date: 14.12.2015

### "Supplier"

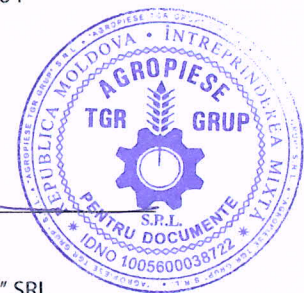
18/1 Alecu Rosso, app 72,  
Chisinau, Moldova MD-2040  
Tel.: +373-22-50 33 40  
Fax: +373-22-52 71 94

"Moldova-Agroindbank" SA  
Bank account: 2251499391  
Bank code: AGRNMD2X864  
C/f: 1005600038722



Mr. Hamurari Vladimir  
Director  
"IM Agropiese TGR Grup" SRL

Date: 14.12.2015



## Product Specification

Items to be Supplied*	Quantity	Description / Specifications of Goods	Requested Delivery Date
1.	1 peace	<p><b>Mower (Mulcher)</b>  Cutting width, meters – min. 1.8  Turning angle in vertical plane - (vertical - 90°, down – min. 45°).  Blade speed rate, rot/min – min. 500.  Hummers, pcs. – min. 25  Knives (optional) - min. 50 pieces  Possibility to mow branches of bushes with thickness of min 30 mm  Weight, kg – max. 800 kg  Required tractor power, hp – max. 100 hp.  Guarantee – min. 12 months  Presence of the official dealer in Moldova</p>	17 - December 2015
2.	1 peace	<p><b>Rotary drum mower</b>  Type – mounted  Cutting width, m – min. 1.8 m  Number of drums (rotors) – min. 2 units  Required tractor power, hp – max. 100 hp.  Height of grass cut – max. 8 cm.  speed of rotation of the drums – min 1800 rotations  Weight, kg – max. 500 kg  Guarantee – min. 12 months  Presence of the official dealer in Moldova</p>	17 - December 2015
3	1 peace	<p><b>Disc harrow</b>  Width of work, meters – min. 2,5 m  Depth of sowing – min. 5 cm – max. 20 cm  Productivity of work – min. 1.5 hectares/hr  Number of horrows – min. 14 pieces  Weight, kg – min. 800 kg  Guarantee – min. 12 months  Presence of the official dealer in Moldova</p>	17 - December 2015
4	1 peace	<p><b>Seeder (sowing machine)</b>  Width of work – min. 3,5 m  Two compartments  Volume of tank (seeds) – min. 400 dm<sup>3</sup>  Volume of tank (fertilizers) - min. 200 dm<sup>3</sup>  Seeding rate (for seeds), kg/ha - 15-400 kg/ha  Seeding rate (for fertilizers), kg/ha - 25-200 kg/ha  Number of rows – min. 24  Guarantee – min. 12 months  Presence of the official dealer in Moldova</p>	17 - December 2015

5	1 peace	<b>Roll</b> Width of work - min. 6 m Productivity of work - min. 3 hectares/hr Weight - min. 2700 kg Guarantee – min. 12 months Presence of the official dealer in Moldova	17 - December 2015
6	1 peace	<b>Rake</b> (for collecting grass in swaths) Type of machine - mounted Width of work - min. 2.5 m Number of blades, pcs – min.5 Weight - min. 165 kg Guarantee – min. 12 months Presence of the official dealer in Moldova	17 - December 2015
7	1 peace	<b>Subsoiler</b> Purpose: for deep cultivation with simultaneous treatment of the upper layer. Width of work – min. 2 m Active working unit bodies – min. 4. Depth of sowing– from min 10 to maximum60 cm Productivity of work – min. 0,8 hectares/hr. Weight – min.1000 kg Guarantee – min. 12 months Presence of the official dealer in Moldova	17 - December 2015


"Customer"



Ms. Narine Sahakyan  
Deputy Resident Representative  
UNDP Moldova

Date: 14.12.2015

"Supplier"



Mr. Hamurari Vladimir  
Director

"IM Agropiese TGR Grup" SRL

Date: 14.12.2015






2 ex. – la beneficiar  
экз. – получателю

Formular tipizat  
Типовая форма  
Anexa 1 la Ordinul Ministerului Finanțelor  
al Republicii Moldova nr. 47 din 31.03.2010  
Приложение 1 к приказу Министерства Финансов  
Республики Молдова № 47 от 31.03.2010 г.

FACTURĂ  
НАКЛАДНАЯ

Seria **WI** Nr. **7444799**

\*WI7444799\*

банк

FACTURA НАКЛАДНАЯ		WI7444799		FOAIA DE PARCURS ПУТЕВОЙ ЛИСТ		SERIA СЕРИЯ						
Seria Серия		WI		TRANSPORTATOR ПЕРЕВОЗЧИК		PROGRAMUL NATIUNILOR UNITE PENTRU DEZVOLTARE						
Nr. №		7444799		MULOCUL DE TRANSPORT ТРАНСПОРТНОЕ СРЕДСТВО		marca марка						
din от		16.12.2015		SOFER ВОДИТЕЛЬ		Nr. remorca(semiremorca) прицеп(полуприцеп)						
1. FURNIZOR ОТПРАВИТЕЛЬ		IM "AGROPIESE TGR GRUP" SRL Chisinau, Muncesti 271/7 c/d 2224710SV23107367100 BC*Mobiasbanca-Grroupe Societe Generale' SA., c/b MOVBMD22		Cod fiscal/IDNO Фискальный код/IDNO		1005600038722/0402949						
2. BENEFICIAR ПОЛУЧАТЕЛЬ		PROGRAMUL NATIUNILOR UNITE PENTRU DEZVOLTARE Chisinau str.31 August 131 222440007 EXMMMD22477 BC EXIMBANK GRUPPO VENETO BANKA SA FIL.NR20		Cod fiscal/IDNO Фискальный код/IDNO		12626016						
3. PUNCT INCARCARE ПУНКТ ПОГРУЗКИ		Chisinau, Muncesti 271/7		4. PUNCT DESCARCARE ПУНКТ РАЗГРУЗКИ		Chisinau str. 31 August 131						
5. DOCUMENTE ANEXATE ПРИЛАГАЕМЫЕ ДОКУМЕНТЫ												
6. REDIRIJARI ПЕРЕАДРЕСОВАНО												
7.1 Codul Marfii Код Товара	7.2 Denumirea Наименование	7.3 Un. М Ед. Изм	7.4 Cant. activelor/vo l. serv./lucr. Кол. активов/об услуг/рабо т.	7.5 Pret unitar lei Цена ед. лев.	7.6 Valoarea, lei Стоимость еев	7.7 TVA lei НДС леев	7.8 Accize lei Акциз ы леев	7.9 Suma lei Сумма леев	7.10 Tipul de ambalaj Вид уп.	7.11 Numar de locuri Количество мест	7.12 Volum m/cub Объем м/куб	7.13 Masa bruta, tone Масса брутто тонн
MEL225	Tocator INO ELIT 225()	buc	1.00	73995.84	73995.84	-	-	73995.84				
PDM-2,5	Grupa cu discuri modernizata PDM-2,5 (mod 2)(83490000)	unit.	1.00	82485.85	82485.85	-	-	82485.85				
KZK-6	Tăvălug de tă sare 6 m()	un	1.00	85061.02	85061.02	-	-	85061.02				
MK195	Cositoare tip rotor 1.95 Metkarsan()	buc.	1.00	33195.53	33195.53	-	-	33195.53				
OT50	Grebila OT50 (5 roti)(OT50)	buc	1.00	10461.62	10461.62	-	-	10461.62				
SPA-2	Cizel-scarificator SPA-2.0 (Moldagrotehnica)(SPA-2)	unit.	1.00	74720.11	74720.11	-	-	74720.11				
C3-3.6A-HO	103-15@2015 Semanatoare cu buncherul marit SZ-3.6A()	unit.	1.00	140829.50	140829.50	-	-	140829.50				
<b>TOTAL/ИТОГО</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>500749.47</b>	<b>-</b>	<b>-</b>	<b>500749.47</b>	<b>X</b>	<b>X</b>	<b>X</b>	

9. Total eliberat in valoare de  
Всего отпущено на сумму  
cinci sute mii șapte sute patruzeci și nouă lei 47 bani

10. Permis eliberarea:  
Отпуск разрешил:  
Casier Daria Sabina

11. Primit, transportator (sofer)  
Принял, перевозчик (водитель)  
12. Predat, transportator (sofer)  
Сдал, перевозчик (водитель)

semnatura/подпись

13. Primit, beneficiar:  
Принял, получатель:

semnatura/подпись

funcția, numele, prenumele și semnatura  
должность, Ф.И.о. и подпись

L.S.  
M.P.

14. In baza delegatiei ser. nr.  
По доверенности сер. №

STAMPILA

din  
от

Eliberată  
Выданной  
Primit  
Получил

funcția, numele, prenumele și semnatura /должность, Ф.И.о. и подпись