

Terms and Conditions of Supply

Project Name: "2022 COVID-19 Response Mechanism Additional Funding for Moldova"

Purchaser: Public Institution "Coordination, Implementation, and Monitoring Unit of the Health System Projects"

Consignee: IFP - (Chisinau); Bender TB Hospital.

Package No: 115/GD/RM

1. Prices and Schedules for Supply

The Supplier acknowledges that he will also be responsible for:

- a) Delivery of the goods to the consignee addresses (Chisinau). Installation and training at the beneficiaries' premises (Chisinau; Bender).

LOT 1. "Laboratory oven ":

<u>Nº</u>	<u>Item</u>	<u>Quantity</u>	Unit Price Chisinau, <u>MDL</u>	Total Price Chisinau, <u>MDL</u>	<u>Delivery Time</u>	<u>Consignee</u>
1	Laboratory oven, (Coagulator pentru medii de cultură)	5	37 955,00	189 775,00	60 days *depending on the availability of the manufacturer's stock	IFP (Chisinau).
TOTAL:				189 775,00		

Note: In case of discrepancy between the unit price and total derived from unit price, the correction will be done as provided in Paragraph 9 (iii) of the Invitation to quote

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance. We are confirming that the prices do not include the customs duties, excise duty, custom procedures tax, and Value Added Tax (VAT) in Moldova.
3. Country of Origin: The goods offered should have their origin in World Bank member countries, and you will be required to furnish a certificate of origin for each item.
4. Delivery Schedule: The delivery should be completed as per delivery conditions from the Terms and Conditions of Supply from the date of signing of the contract.
5. Applicable Law: The Contract shall be interpreted under the laws of the Purchaser's country.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or

in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by the provisions of the laws of the Purchaser's country.

7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser by cable or fax of the full details of the shipment, including contract number, description of goods, quantity, etc.
8. Payment for your invoice will be made 100% against delivery of goods, by bank transfer in favor of the Supplier's Bank, within ten (10) days from receipt of the goods, and related services as provided by paragraph 1 of these Terms and Conditions of supply (hereinafter referred to as the "Related Services"), and a final acceptance document for goods and related services issued by the Purchaser and confirmed by the Consignee (hereinafter referred to as the "Final Acceptance Document").
9. Warranty: The goods offered should be covered by the manufacturer's warranty (shelf life) as indicated in Annex A to Terms and Conditions of supply from the date of the Final Acceptance Document. **Please specify the warranty period and terms in detail according to Annex A requirements.**
10. Manufacturer's Authorization. The Purchaser can require the Supplier before awarding the contract to provide the Manufacturer's Authorization for the goods.
11. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.
12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser.
13. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, "Force-Majeure" means events beyond the control of the Supplier and do not involve the Supplier's fault or negligence and are not foreseeable. Such events may include, but are not restricted to, the act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. Required Technical Specifications
 - (i) **General Description**

- a. All goods must be new, unused, of the most recent and current models, incorporating all recent improvements in design and materials, unless otherwise provided for in these specifications.

(ii) **Specific details and technical standards** - as per Annex A to Terms and Conditions of Supply

The supplier confirms compliance with the above specifications (In case of deviations supplier to list all such deviations)

15. **Failure to Perform:** The Purchaser may cancel the Contract if the Supplier fails to deliver the goods and provide Related Services, following the above terms and conditions, despite a 10-day notice given by the Purchaser, without incurring any liability to the Supplier.
16. **Delays:** If the Supplier fails to deliver any or all of the goods by the date of delivery or perform the Related Services within the period specified in the Contract (as provided by the Delivery schedule above), the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of 0.1% of the delivered price of the delayed goods or unperformed services for each working day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage of ten (10)% of the contract price.
17. **Fraud and Corruption:** It is the Global Fund's policy to require that all bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers, and suppliers under Global Fund-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts.¹ Under these circumstances, the Global Fund has developed a **Code of Conduct for Suppliers** which is aimed to ensure that Suppliers and Suppliers' Representatives will participate in the procurement process in a manner that is transparent, fair, accountable, and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice. The detailed document (Code of Conduct for Suppliers) can be found and must be read on the website: <https://www.theglobalfund.org/en/governance-policies/>
18. **As a bidder,** we hereby confirm that we have read the Code of Conduct for Suppliers as stated in clause 17 above, and by our below signature we assume the responsibility for the actions taken by us within this procurement.

NAME OF SUPPLIER: **Lokmera SRL**

Authorized Signature and Stamp: **CEO Iasibaş Nicolai**

Place: **Chisinau**

Date: **11.08.2022**



¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

