

**CONTRACT AGREEMENT**  
**No. MERP/AF/G/ICB-02/2-2-3-7**

THIS AGREEMENT made the 12 day of *August, 2020*.

*On 08.09.2020 signed  
by Purchaser*

BETWEEN:

- (1) **Ministry of Education, Culture and Research of the Republic of Moldova**, fiscal code: 1006601000107, having its principal place of business at 1 Piata Marii Adunari Nationale, *Government building*, mun. Chisinau, Republic of Moldova (hereinafter called "the Purchaser"), of the one part, and
- (2) **"Ascenda IT" SRL**, fiscal code: 1015600003378, having its principal place of business at 6/1 Kiev str., MD-2068, Chisinau, Moldova (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *Special education equipment for Lot 2 - Keyboard equipment; Lot 3 - AAC equipment and Lot 7 - Access equipment*, and has accepted a Bid by the Supplier for the supply of those Goods and Services in the total contract amount of **136,886.31** (one hundred thirty six thousand eight hundred eighty six, 31 cents) **US Dollars**.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. – N/A
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.


*C. Borceanu*

*Ascenda*

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Republic of Moldova* on the day, month and year indicated above.

**For and on behalf of the Purchaser:**

Signed:  **Mr. Sarov Igor**  
in the capacity of *Minister of Education,  
Culture and Research of the Republic of Moldova*




*Signed on  
08.09.2020*

**Bank data:**

Minister of Education, Culture and Research of the Republic of Moldova  
Fiscal code: 1006601000107  
MF-TR Chisinau – Bugetul de stat,  
Ministerul Finantelor-Trezoreria de stat  
Bank account no.: 227201  
Bank code: TREZMD2X  
IBAN: MD54TRPIAA314110A15326AC

**For and on behalf of the Supplier:**

Signed:  **Mr. Paladii Alexandru**  
in the capacity of *Director of "Ascenda IT" SRL*



**Bank data:**

ASCENDA IT SRL,  
Fiscal code: 1015600003378  
MD-2068, mun. Chisinau, 6/1 Kiev street  
Bank: BC "Comertbank" S.A. Chisinau,  
Bank code: CMTBMD2X  
IBAN: MD38CM000225104980142854

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## General Conditions of Contract

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (e) “Day” means calendar day.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (l) “SCC” means the Special Conditions of Contract.

- (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the



parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

- 6. Joint Venture, Consortium or Association** 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility** 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices** 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the SCC.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of** 10.1 The Purchaser and the Supplier shall make every effort to resolve



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- Disputes** amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)



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- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the



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Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### **18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

#### **19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

#### **20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other

information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and



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standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

**24. Insurance**

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation and Incidental Services**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

## 26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain



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from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, 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 specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of

the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and



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- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30 Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated



damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 32.3 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 the Force Majeure event.

**33. Change Orders**

- 33.1 The Purchaser may at any time order the Supplier through notice

- 
- and Contract Amendments**
- in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26,

unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### 35. Termination

#### 35.1 Termination for Default


- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

#### 35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such



termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX TO GENERAL CONDITIONS

### Bank's Policy- Corrupt and Fraudulent Practices

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

**“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>1</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>2</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>4</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>5</sup>
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into

<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>5</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>7</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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<sup>6</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## II. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: <i>Republic of Moldova</i>
GCC 1.1(j)	The Purchaser is: <i>Ministry of Education, Culture and Research of the Republic of Moldova</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: <i>Storehouse of the state enterprise "Mold-Didactica", 16/1 Socoleni str, Chisinau, Republic of Moldova</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>Not available</i>
GCC 4.2 (b)	The version edition of Incoterms shall be " <i>Incoterms 2010</i> ". The price should not include custom duties, excise-duty, custom procedures tax and Value Added Tax (VAT) in Moldova due to the fact that the procured goods and services under this contract are subject to VAT with deduction right ( <i>Government Decision of the Republic of Moldova no. 246 as of April 08, 2010 (in its latest revision <a href="http://lex.justice.md/md/334259/">http://lex.justice.md/md/334259/</a>)</i> ). This Decision exempt from paying these taxes and impose the Value Added Tax with deduction right in Moldova to all goods and services procured under " <i>Moldova Education Reform Project</i> ".
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be:  <i>Attention: Sergiu Harea</i> <i>Address: 180 Stefan cel Mare str.</i> <i>Floor 13, room 1307</i> <i>City: Chisinau; ZIP Code: MD-2012</i> <i>Country: Republic of Moldova</i> Telefon: +373-22-23-25-02 Fax: +373-22-23-25-02 <i>Electronic mail address: <a href="mailto:merp@mecc.gov.md">merp@mecc.gov.md</a>;</i> <i><a href="mailto:cezar.captaciuc@gmail.com">cezar.captaciuc@gmail.com</a> and <a href="mailto:cbordeianu@consultant.com">cbordeianu@consultant.com</a></i>
GCC 9.1	The governing law shall be the law of: <i>Republic of Moldova</i>

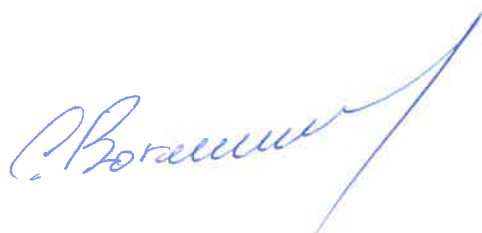


GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>(a) Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser's country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><b>On Shipment</b></p> <p>1) <i>Invoice, to be issued by Supplier, including description of Goods, quantity, price per item, total price, reference to Contract number and Lot, if necessary;</i></p> <p>2) <i>Manufacturer's or Supplier's warranty certificate (if applicable);</i></p> <p>3) <i>Delivery protocol / Certificate issued by Supplier and signed by the representatives of Supplier and Purchaser on delivery of Goods;</i></p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b>On Acceptance</b></p> <p>4) <i>Acceptance protocol / Certificate issued by Purchaser and signed by the representatives of Supplier and Purchaser on acceptance of the Goods, which also includes testing and training of at least 4 persons per item and final acceptance of the Goods.</i></p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>Not Available</i></p>
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to



	<p>the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <i>currency of the Contract Price</i> in the following manner<sup>8</sup>:</p> <p>(i) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid upon delivery within thirty (30) days of receipt of documents specified in GCC Clause 13.</p> <p>(ii) <b>On Acceptance:</b> Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt, testing and acceptance of the Goods and provision of relevant training upon submission of claim supported by the documents specified in GCC Clause 13.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <b>30 (thirty)</b> days.</p> <p>The interest rate that shall be applied is <i>0.01 % per day</i></p>
<b>GCC 18.1</b>	<p>A Performance Security <i>shall be required.</i></p> <p><i>The amount of the Performance Security shall be: 5 (five)% of the Contract price</i></p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of: <i>Demand Guarantee</i></p> <p>If required, the Performance security shall be denominated in <i>the currencies of payment of the Contract, in accordance with their portions of the Contract Price</i></p>
<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: <i>After delivery, testing and acceptance of Goods, the Performance Security shall be reduced to (2%) two percent of the value of goods to cover the warranty obligations of the Suppliers. The Performance Security must be valid for the entire warranty period and shall be discharged and returned to the Supplier as provided in GCC 18.4".</i></p>

<sup>8</sup> *The payment to local supplier, within Republic of Moldova, shall be made in MDL according to NBM's exchange rate at the date of payment*



GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>All goods must be safely packed to protect from damage and breakage during transportation. Marking shall include the following data: Project Name; Loan No; Contract No; Supplier; Purchaser. Fragile parts shall be packed separately with warning signs posted on the outer box.</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	<i>“The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s country, defined as the Project Site, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”.</i>
GCC 25.2	Incidental services to be provided are: <i>No additional services.</i>
GCC 26.1	The inspections and tests shall be:  <i>The Goods and shall be tested on basic functionality by the Purchaser’s representatives, in the presence of Supplier’s representatives upon delivery at the destination site (according to BDS: ITB 14.8 (b) (i) and (c) (v)).</i>  <i>The acceptance certificate for the Goods and/or Software shall be issue by the Purchaser and signed by the Parties.</i>
GCC 26.2	The Inspections and tests shall be conducted at:  <i>Location: Storehouse of the state enterprise “Mold-Didactica”, 16/1 Socoleni str, Chisinau, Republic of Moldova</i>  <i>Purchaser: Ministry of Education, Culture and Research of the Republic of Moldova</i>
GCC 27.1	The liquidated damage shall be: <i>0.5 % per week</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10 %</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>as per Section VII. Schedule of Requirements, 3. Technical Specifications per each Item</i>  For purposes of the Warranty, the place(s) of final destination(s) shall be:  <i>Storehouse of the state enterprise “Mold-Didactica”, 16/1 Socoleni str, Chisinau, Republic of Moldova</i>
GCC 28.5	The period for repair or replacement shall be: <i>15 days.</i>

### III. Schedule of Requirements

#### 1. List of Goods and Delivery Schedule

##### LOT 2 – Keyboard equipment

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date	
					Earliest Delivery Date,	Latest Delivery Date Bidder's offered Delivery date
1	<b>KYB-MON2VIS-UCUH Accuratus Monster 2 - USB High Visibility Visual Impairment Keyboard with Extra Large Keys &amp; 2 Port USB Hub, with stickers in Romanian language</b>	89	units	16/1 Socoleni str, Chisinau	60 days	100 days
2	<b>KYB-MON2VIS-UCUH Accuratus Monster 2 - USB High Visibility Visual Impairment Keyboard with Extra Large Keys &amp; 2 Port USB Hub, with stickers in Russian language, for Low Vision people but also for dyslexics and other students.</b>	18	units	16/1 Socoleni str, Chisinau	60 days	100 days
3	<b>Ablenet BigKeys LX QWERTY Keyboard -- Romanian language</b>	89	units	16/1 Socoleni str, Chisinau	60 days	100 days
4	<b>Ablenet BigKeys LX QWERTY Keyboard -- Russian language</b>	18	units	16/1 Socoleni str, Chisinau	60 days	100 days
5	<b>KB-U-103-RU - Gembird with self-sticking plastic labels, small and caps letters, in Romanian language.</b>	356	units	16/1 Socoleni str, Chisinau	60 days	100 days
6	<b>KB-U-103-RU - Gembird with self-sticking plastic labels, small and caps letters, in Russian language.</b>	72	units	16/1 Socoleni str, Chisinau	60 days	100 days
7	<b>PROSOPIS Bigkeys LX Keyguard Keyboard made of clear plexiglass for the BigKeys Lx Keyboard Fits perfectly with the BigKeys Lx Keyboard Plexiglass thickness minimum 3mm</b>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days



### LOT 3 – Alternative and augmentative communication equipment

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date, [days from the contract signing date]	Latest Delivery Date [days from the contract signing date]	Bidder's offered Delivery date [to be provided by the bidder]
1	<p><b>AbleNet QuickTalker 7</b>  Messages/Levels: 4+ 3 core/5  Recording Time: 6-min.  Switch Input: No  Toy/Appliance Output/EUCU: No  Activation Surface: 2.2 x 1.2-in (8.6 x 6.7-cm) – 3 core locations ; 3.4 x 2.6-in (5.5 x 3-cm) – 4 main locations  Weight with Battery: 26.4-oz/748-g  Battery Type: 4 AA  Mounting Connection: No, includes carrying handle  HCPC Code: E2500</p>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days
2	<p><b>AbleNet QuickTalker 12</b>  Messages/Levels: 9+ 3 core /5  Recording Time: 12-min.  Switch Input: No  Toy/Appliance Output/EUCU: No  Activation Surface: 2.2 x 1.2-in (8.6 x 6.7-cm) – 3 core locations ; 2.2 x 1.7-in (5.5 x 4.3-cm) – 9 main locations  Weight with Battery: 26.4-oz/748-g  Battery Type: 4 AA</p>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days
3	<p><b>AbleNet QuickTalker 23</b>  Messages/Levels: 20+ 3 core/5  Recording Time: 20-min  Switch Input: No  Toy/Appliance Output/EUCU: No  Activation Surface: 2.2 x 1.2-in (8.6 x 6.7-cm) – 3 core locations ; 1.2 x 1.2-in (3 x 3-cm) – 20 main locations  Weight with Battery: 26.4-oz/748-g  Battery Type: 4 AA</p>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days

4	<p><b>TTS Chatter Boards LI10193</b></p> <ul style="list-style-type: none"> <li>- Dry wipe tiles with 10 second recording time each. Perfect for literacy and numeracy activities. Small images may also be inserted.</li> <li>- Easy to operate</li> <li>- Add impact to wall displays with a recorded message</li> <li>- Re-recordable so you can use time and time again</li> <li>- Use with 2 x AAA batteries (not included).</li> <li>- 44 tiles on each board, each of which are recordable and can be played back.</li> <li>- Size of device: L27cm, W21cm, H3cm</li> <li>- Size of cells: Approx. 2x2cm</li> <li>- 1 year manufacturer guarantee</li> </ul>	100	sets	16/1 Socoleni str, Chisinau	60 days	100 days	100 days
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## LOT 7 – Access equipment

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date, [days from the contract signing date]	Latest Delivery Date [days from the contract signing date]	Bidder's offered Delivery date [to be provided by the bidder]
1	<p><b>Praetorian Optima Joystick SKU: OPMAJ</b>  Robust Construction and Ergonomic Design.  Light touch joystick movement (0.5 Newtons).  Precise tracking and cursor control.  Four Cursor speed settings (With Audible Alert).  Double click option  Left handed button option  Buzzer may be turned off if not required  Low profile providing a natural hand rest for comfortable operation.  Left/Right and Drag Lock buttons.  Colour coded buttons mounted sub-flush to prevent accidental activation.  Sockets to operate Left/Right click buttons from remote switches.  Easy 'plug and play' installation.  Does not require driver software - ideal for contract managed computer systems  Auto detecting PS2 and USB protocols.</p> <p><b>AbleNet BIGtrack 2 PN 1200006</b>  BIGtrack 2 Includes:  Large 3-in / 7.62-cm trackball  Two switch jacks for left and right click  Color differentiated right and left click buttons  USB connection (USB Type A receptacle required)</p>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days
2		100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days

3	<p><b>Pretorian Smoothie 125</b> Operates over the whole switch area. Angled towards the user. Extremely low profile and operating force. Tactile, Auditory, feedback Available in four colours (red, yellow, blue, green). Switch top cannot be removed by user - prevents distraction (coloured tops can be changed only with tools). Can be mounted via industry-standard fixing holes on mounting systems Need a switch interface to be connected to a computer Smoothie 125 cable length = 1.86m Smoothie 125 operating force 150g</p>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days
4	<p><b>Pretorian Smoothie 75</b> Operates over the whole switch area. Angled towards the user. Extremely low profile and operating force. Tactile, Auditory, feedback Available in four colours (red, yellow, blue, green). Switch top cannot be removed by user - prevents distraction (coloured tops can be changed only with tools). Can be mounted via industry-standard fixing holes on mounting systems Need a switch interface to be connected to a computer Smoothie 75 cable length = 1.95m Smoothie 75 operating force 125g</p>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days
5	<p><b>Pretorian SIMPLYWORKS SEND-6</b> Works with any SimplyWorks receiver for computer or stand-alone switch access. Six 3.5mm jack socket inputs from any switches. Identical functions to SimplyWorks Switch 125 with the addition of mouse emulator functions 10 metre operating range. Integrated LED display to allow switch function to be selected when used for computer access. Automatic power saving mode - no on/off switch. Long battery life.</p>	100	units	16/1 Socoleni str, Chisinau	60 days	100 days	100 days



## 2. List of Related Services and Completion Schedule

### LOT 2 – Keyboard equipment

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Testing of Goods	Per each item	Test services	16/1 Socoleni str, Chisinau	110 days
2	Trainings for at least 4 persons on basic functionality of Goods and/or Software	Per each item	Trainings	16/1 Socoleni str, Chisinau	110 days

### LOT 3 – Alternative and augmentative communication equipment

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Testing of Goods	Per each item	Test services	16/1 Socoleni str, Chisinau	110 days
2	Trainings for at least 4 persons on basic functionality of Goods and/or Software	Per each item	Trainings	16/1 Socoleni str, Chisinau	110 days

### LOT 7 – Access equipment

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Testing of Goods	Per each item	Test services	16/1 Socoleni str, Chisinau	110 days
2	Trainings for at least 4 persons on basic functionality of Goods and/or Software	Per each item	Trainings	16/1 Socoleni str, Chisinau	110 days



### 3. Technical Specifications

#### LOT 2 - Keyboard equipment

<b>Item#1</b>	<p><b>Large Keys keyboard with high visibility, with stickers in Romanian language, for Low Vision people but also for dyslexics and other students.</b></p> <p><b>Description:</b> A special keyboard with larger keys than a standard keyboard, designed for users with vision impairment. It offers high contrast, high visibility keys, numbers, letters and function keys. The keys are black on yellow font, or other contrasted colors, which makes them easier to see for people with vision problems.</p> <p>These are in English but with self- sticking labels can be adjusted to the Romanian language.</p>
<b>1</b>	Manufacturer/Supplier:
<b>2</b>	Model:
<b>3</b>	URL:
<b>4</b>	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
<b>5</b>	To include labels for large keys keyboard.
<b>6</b>	Background color yellow or black (to be suggested by Purchaser).
<b>7</b>	Font size and font series to be suggested by Purchaser.
<b>8</b>	Size of label suitable for large keyboard (to be suggested by Purchaser).
<b>9</b>	Type of font to be suggested by Purchaser.
<b>10</b>	Number of labels 30-40 for each set with deviation of +/- 20%. Enough labels for the large keys keyboard.
<b>11</b>	Detailed manual/brochure to be sent electronically.
<b>12</b>	<b>At least one year of warranty.</b>

<b>Item#2</b>	<p><b>Large Keys keyboard with high visibility, with stickers in Russian language, for Low Vision people but also for dyslexics and other students.</b></p> <p><b>Description:</b> A special keyboard with larger keys than a standard keyboard, designed for users with vision impairment. It offers high contrast, high visibility keys, numbers, letters and function keys. The keys are black on yellow font, or other contrasted colours, which makes them easier to see for people with vision problems.</p> <p>These are in English but with self- sticking labels can be adjusted to the Russian language.</p>
<b>1</b>	Manufacturer/Supplier:
<b>2</b>	Model:
<b>3</b>	URL:
<b>4</b>	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
<b>5</b>	To include labels for large keys keyboard.
<b>6</b>	Background color yellow or black (to be suggested by Purchaser).

7	Font size and font series to be suggested by Purchaser.
8	Size of label suitable for large keyboard (to be suggested by Purchaser).
9	Type of font to be suggested by Purchaser.
10	Number of labels 30-40 for each set with deviation of +/- 20%. Enough labels for the large keys keyboard.
11	Detailed manual/brochure to be sent electronically.
12	<b>At least one year of warranty.</b>

<b>Item#3</b>	<b>Large Keys keyboard with about one inch square keys, for easy accessibility. Romanian language.</b>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	SPECIAL CHARACTERISTICS:
5	Large keys of about one inch diameter (deviation +/- 5%) in Romanian language.
6	Number of keys 62 (deviation +/- 5%).
7	Has all alphabet letters and basic punctuation (?, !).
8	Has numbers 0 to 9.
9	Has the basic control keys (Alt, Shift, Spacebar, Enter, Backspace, Control, Delete, Home, Escape, Caps Lock, End).
10	Self sticking labels on the buttons are acceptable.
11	Has four arrow keys.
12	USB connection.
13	No drivers required. If drivers are needed to be provided electronically or on USB, CD.
14	Keyboard's size: 48 X 18 X 2.5 cm (deviation +/- 10%)
15	Weight: 1050 g (deviation +/- 20%)
16	Detailed manual/brochure to be sent electronically.
17	<b>At least one year of warranty.</b>

<b>Item#4</b>	<b>Large Keys keyboard with about one inch square keys, for easy accessibility. Russian language.</b>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	SPECIAL CHARACTERISTICS:
5	Large keys of about one inch diameter (deviation +/- 5%) in Russian language.
6	Number of keys 62 (deviation +/- 5%).
7	Has all alphabet letters and basic punctuation (?, !).
8	Has numbers 0 to 9.
9	Has the basic control keys (Alt, Shift, Spacebar, Enter, Backspace, Control, Delete, Home, Escape, Caps Lock, End).

10	Self sticking labels on the buttons are acceptable.
11	Has four arrow keys.
12	USB connection.
13	No drivers required. If drivers are needed to be provided electronically or on USB, CD.
14	Keyboard's size: 48 X 18 X 2.5 cm (deviation +/- 10%)
15	Weight: 1050 g (deviation +/- 20%)
16	Detailed manual/brochure to be sent electronically.
17	One year of warranty.

<b>Item#5</b>	<b>Adapted normal keyboard with self-sticking plastic labels, small and caps letters, in Romanian language.</b>
1	Manufacturer/Supplier:
2	Model: sample to be submitted before delivery. Layout to be agreed with Ministry.
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	Labels for normal keyboard.
6	Background colour and font colour to be suggested by Purchaser.
7	Font size, font type and font series to be suggested by Purchaser.
8	One size of label suitable for normal keyboard (to be suggested by the Purchaser).
9	Two sets of labels. One set for caps letters and one set for small letters. Number of labels in each set 30-40 with deviation of +/- 20%. To be decided by Purchaser). Each set to include alphabet letters, basic punctuation marks.
10	Detailed manual/brochure to be sent electronically.
11	<b>At least one year warranty.</b>

<b>Item#6</b>	<b>Adapted normal keyboard with self sticking plastic labels, small and caps letters, in Russian language.</b>
1	Manufacturer/Supplier:
2	Model: sample to be submitted before delivery. Layout to be agreed with Purchaser.
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	Labels for normal keyboard.
6	Background colour and font colour to be suggested by Purchaser.
7	Font size, font type and font series to be suggested by Purchaser.
8	One size of label suitable for normal keyboard (to be suggested by the Purchaser).
9	Two sets of labels. One set for caps letters and one set for small letters. Number of labels in each set 30-40 with deviation of +/- 20%. To be decided by Purchaser). Each set to include alphabet letters, basic punctuation marks.
10	Detailed manual/brochure to be sent electronically.

11	At least one year warranty.
Item#7	<b>Keyguard for large keys keyboards, for the physically impaired to be fixed on top of the keyboard . Facilitates keyboard buttons' access for severely spastic children.</b>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	Plastic or metal grid with holes which can be placed on top of a large keys keyboard to facilitate data entry and use of the keyboard by children with motor control problems (i.e. with spasticity).
6	Thickness of the keygard (approximately 3 mm) to be enough strong to hold the hand of a user whilst trying to type.
7	Material of keygard to be child friendly.
8	To be easily fixed and removed on top of the large keys keyboard.
9	The keyguard to have exactly the same number of holes as the number of buttons of the keyboard.
10	The cutting of the holes to be smooth for the fingers to hit the keyboard buttons.
11	Detailed manual/brochure to be sent electronically.
12	At least one year warranty.

### **LOT 3 – Alternative and augmentative communication (AAC) equipment**

<b>Item # 1</b>	<p><b>Communication device with at least 2 permanent-main buttons and 4 secondary-multilevel buttons for students who are severely physically impaired and communicatively impaired at the same time.</b></p> <p><b>Description:</b> This device is an Alternative and Augmentative Communication (AAC) device, with 4 secondary-multilevel cells on which a picture can be placed and will speak on behalf of people with nonverbal communication. Expected to have 5 recording levels and in this way the number of messages becomes bigger. For a 4 cells AAC device there are at least two permanent-main buttons and four secondary-multilevel buttons (5 different messages in each button). The number of recorded messages, in this case, is at least 22. The tool is very helpful for communication at the very first level. Good for young children and autistics or children with brain damages who cannot talk.</p> <p>It includes blank overlays with grids, to let the user write/draw or stick pictures on them. Users can also create their own overlays using a computer. This needs a software (to be included in the price).</p> <p>Possible activities:</p> <ul style="list-style-type: none"> <li>• Communication of personal information</li> <li>• Communication of wishes</li> </ul>
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	<ul style="list-style-type: none"> <li>• Communication of feelings</li> <li>• Communicating basic answers for educational reasons.</li> </ul> <p>Note: Recordings can be in Romanian or Russian language or any language.</p> <p>Use/support: Helps mostly communicatively impaired students. Training on AAC methodology is important for the professionals who will use an AAC devices.</p>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	Simple communication device with cells with possibility to record one message on each permanent-main button and 5 messages on each secondary-multilevel button. The device to come with at least 2 permanent-main buttons and 4 secondary-multilevel buttons.
6	To have integrated microphone & speaker.
7	To come with a carrying handle.
8	To include empty overlays with grids.
9	To have overlays storage compartment.
10	To have a level button.
11	To have a level LED light.
12	To have a record LED light or auditory feedback.
13	To have volume + - controls.
14	To have at least 2 permanent-main message buttons.
15	To have at least 4 secondary-multilevel message buttons.
16	Comes with battery hatch.
17	There is a RECORD button.
18	There is ON/OFF switch.
19	Acceptable size range: (from 30 – to 32)cm x (from 22 – to 30)cm x (from 2.5- to 4)cm (deviation 20% +/-)
20	Weight: 630 g (deviation 20% +/-)
21	Messages: One on each permanent-main message button and five on each secondary-multilevel message button.
22	Battery operated (batteries to be included).
23	Message levels: 5.
24	Recording time: 6 Minutes (deviation 20% +/-).
25	Comes with free software for the quick development of the overlays.
26	Detailed manual/brochure to be sent electronically.
27	<b>At least one year of warranty.</b>

<b>Item # 2</b>	<b>Communication device with at least 3 permanent-main buttons and 9 secondary-multilevel buttons for students who are severely physically impaired and communicatively impaired at</b>
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	<p><b>the same time.</b></p> <p><b>Description:</b>  Exactly like product item #1 but with one more permanent-main button and more secondary-multilevel buttons (nine in this case). It has at least 3 permanent-main buttons and the number of messages is much bigger. For this device at least 48 recorded messages can be available.  Possible activities:</p> <ul style="list-style-type: none"> <li>• Communication of personal information</li> <li>• Communication of wishes</li> <li>• Communication of feelings</li> <li>• Communication of basic answers for educational reasons.</li> </ul> <p>Note: Recordings can be in Romanian or Russian language or any language.  Use/support: Helps mostly communicatively impaired students.</p>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	Simple communication device with cells with possibility to record one message on each permanent-main button and 5 messages on each secondary-multilevel button. The device to come with at least 3 permanent-main buttons and 9 secondary-multilevel buttons (at least 5 levels are required).
6	Has integrated microphone & speaker.
7	Has a carrying handle.
8	Has overlays with grids.
9	Has overlays storage compartment.
10	Has a level button.
11	Has a level LED light.
12	Has a record LED light or auditory feedback.
13	Has volume + - buttons.
14	There are at least 3 permanent-main message buttons.
15	There are 9 secondary-multilevel message buttons.
16	There is battery hatch.
17	There is a RECORD button.
18	There is ON/OFF switch.
19	Acceptable size range: (from 30 – to 32)cm x (from 22 – to 30)cm x (from 2.5- to 4)cm (deviation 20% +/-)
20	Weight: 630 g (deviation 20% +/-)
21	Messages: One on each permanent-main message button and five on each secondary-multilevel message button.
22	Battery operated (batteries to be included).
23	Message levels: 5.
24	Recording time: 10 minutes, deviation 20% +/-.
25	Comes with free software for the quick development of the overlays.
26	Detailed manual/brochure to be sent electronically.

27	At least one year of warranty.
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<b>Item #3</b>	<p><b>Communication device with at least 3 permanent-main buttons and 20 secondary-multilevel buttons for students who are severely physically impaired and communicatively impaired at the same time.</b></p> <p><b>Description:</b> Exactly like products item #1 and #2 but with more buttons-cells. It has at least 3 permanent-main buttons and and 20 secondary-multilevel buttons. The number of recorded messages is at least 103.</p> <p>Possible activities:</p> <ul style="list-style-type: none"> <li>• Communication of personal information</li> <li>• Communication of wishes</li> <li>• Communication of feelings</li> <li>• Communication basic answers for educational reasons.</li> </ul> <p>Note: Recordings can be in Romanian or Russian language or any language. Use/support: Helps mostly communicatively impaired students.</p>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	Simple communication device with cells with possibility to record one message on each permanent-main button and 5 messages on each secondary-multilevel button. The device to come with at least 3 permanent-main buttons and 20 secondary-multilevel buttons.
6	Integrated microphone & speaker.
7	It has a carrying handle.
8	Has overlays with grids.
9	Has overlays storage compartment.
10	Has a level button.
11	Has a level LED light.
12	Has a record LED light or auditory feedback.
13	Has volume + - buttons.
14	There are at least 3 permanent-main message buttons.
15	There are at least 20 multilevel-secondary message buttons.
16	There is battery hatch.
17	There is a RECORD button.
18	There is ON/OFF switch.
19	Acceptable size range: (from 30 – to 32)cm x (from 22 – to 30)cm x (from 2.5- to 4)cm (deviation 20% +/-)
20	Weight: 630 g (deviation 20% +/-)
21	Messages: One on each permanent-main message button and five on each secondary-multilevel



	message button.
22	Battery operated (batteries to be included).
23	Message levels: 5.
24	Recording time: 18 minutes, deviation 20% +/-.
25	To include a free overlays design and printing software.
26	Detailed manual/brochure to be sent electronically.
27	<b>At least one year of warranty.</b>

<b>Item#4</b>	<p><b>Phonology and communication device with around 40-45 cells, to take picture, sound, text.</b></p> <p><b>Description:</b> A board with 40-45 small dry wipe cells (erasable, use of whiteboard markers) which can take 10 seconds recording time on each cell. Perfect for literacy and numeracy activities. There is a removable keyguard. Can use also customized grids made on Excel. The grid can be placed on top of the cells under the keyguard.</p> <p>Possible activities:</p> <ul style="list-style-type: none"> <li>• Learn the alphabet</li> <li>• Sound awareness</li> <li>• Phoneme grapheme association</li> <li>• Communication board</li> <li>• Syntax</li> <li>• Auditory discrimination</li> <li>• Sequencing</li> <li>• Maths and multiplication tables</li> <li>• Many-more.</li> </ul>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	A communication device with 40-45 cells.
6	Possibility to record and play a sound on each cell.
7	To have a keyguard.
8	To accept boards with picture or text, symbols (anything in writing).
9	Possibility to press and listen to each of the messages in the cells.
10	Message length at least 10 seconds on each cell.
11	Battery operated (batteries to be included).
12	Size of the device:20X26X3 cm (10% deviation +/-).
13	Size of the cells: 2.0X2.00 cm (5% deviation +/-).
14	Detailed manual/brochure to be sent electronically.
15	<b>At least one year of warranty.</b>



## LOT 7 – Access equipment

<b>Item #1</b>	<p><b>Joystick with 3 different removable handles for people with motor control problems.</b></p> <p><b>Description:</b> An alternative mouse aiming to be used by people with motor control difficulties. It connects to the computer through a USB port and it has a very large ball. It is designed to respond to the lightest movement, which makes it easier to use. It can be controlled by three different handles. It also has three small buttons for left click, right click and drag lock, two switch jacks for left and right click and large empty area under the buttons to use as a hand rest.</p> <p>Possible activities:</p> <ul style="list-style-type: none"> <li>• The tool is for accessibility, as an alternative mouse</li> <li>• Navigate on screen</li> <li>• Select on screen</li> <li>• Drag and drop on screen.</li> </ul> <p>Note: USB connection Use/support: Helps students with physical impairment, fine and gross motor problems but also very young students.</p>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	<b>SPECIAL CHARACTERISTICS:</b>
5	Special joystick for people with motor control problems.
6	Comes with three handles
7	USB connection, plug in, no drivers required.
8	Allows for left and right click of a mouse with the thumb.
9	The three handles to be easily changed without the need of any tools.
10	Compatible with Windows 7, 8, 10 and any last version of Windows.
11	Has integrated ports for two binary switches (left and right click).
12	Switches not included
13	Detailed manual/brochure to be sent electronically.
14	<b>At least one year of warranty.</b>

<b>Item #2</b>	<p><b>Trackball, special mouse with a big ball, left mouse button, right mouse button and 2 switch ports.</b></p> <p><b>Description:</b> An alternative mouse aiming to be used by people with motor control difficulties. It connects to the computer through a USB port and it is very large, with a big ball, which makes it easier to use. It is also very heavy with rubber base, to prevent accidental movement. It has at least two large mouse buttons for left and right click. The mouse pointer moves on the screen slowly because of the big ball. Two switches can get connected to it, (left and right click of the mouse), through two ports (switches not included in the price).</p> <p>Possible activities:</p> <ul style="list-style-type: none"> <li>• Easy accessibility</li> <li>• Easily navigating on a screen.</li> </ul> <p>Note: Very popular among physically impaired and young children.</p>
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	Use/support: Helps all abilities, all disabilities.
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	SPECIAL CHARACTERISTICS:
5	A device to help children with motor control problems.
6	Has a big ball.
7	Has at least two big buttons (left and right).
8	Has two ports (left and right) for binary switches.
9	Allows for dragging as well.
11	Ball diameter: 7.50 cm (deviation 20% +/-).
12	Button diameter: 3 cm (deviation 10% +/-).
13	Number of buttons/switches: 2.
14	Weight: 800 g ((deviation 20% +/-).
15	Functions: right click, left click, drag lock.
16	Connectivity: USB and PS/2 (Windows, Mac).
17	Detailed manual/brochure to be sent electronically.
18	<b>At least one year of warranty.</b>

<b>Item #3</b>	<b>Pressure binary switch, 12 cms.</b>
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	SPECIAL CHARACTERISTICS:
5	A special device with round surface.
6	Activated with pressure.
7	Switch Type: Mechanical.
8	Connection Type: Wired.
9	Cord Length: 5.5 ft (167 cm), deviation 20% +/-.
10	Activation Surface: 5in/12.7-cms diameter (deviation 20% +/-).
11	Activating Force: 5.5-oz/156-g (deviation 20% +/-).
12	Feedback: Auditory click, Visual, Tactile.
13	Can be mounted on a mounting arm.
14	Can get connected to a computer switch interface.
15	Detailed manual/brochure to be sent electronically.
16	<b>At least one year of warranty.</b>

Item #4	Pressure binary switch, 6 cms.
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	SPECIAL CHARACTERISTICS:
5	A special device with round surface.
6	Switch Type: Mechanical.
7	Connection Type: Wired.
8	Cord Length: 5.5 ft (167 cm), deviation 20% +/-.
9	Activation Type: Pressure
10	Activation Surface: 6 cms diameter (deviation 15% +/-)
11	Activating Force: 5.5-oz/156-g (deviation 20% +/-)
12	Feedback: Auditory click, Visual, Tactile.
13	Can be mounted on a mounting arm.
14	Can get connected to a computer switch interface.
15	Detailed manual/brochure to be sent electronically.
16	<b>At least one year of warranty.</b>

Item #5	Computer switch interface, 6 ports.
1	Manufacturer/Supplier:
2	Model:
3	URL:
4	Serial number – Part Number:
	SPECIAL CHARACTERISTICS:
5	Facilitates communication of a switch with a computer through 3.5mm jacks port.
6	Has six 3.5mm jacks ports for connection to switches: Space Bar, Enter, Escape, Tab, F7, F8.
7	Connects to a computer via a USB port.
8	Needs no drivers (plug and play).
9	Works on Windows 7, 8 and 10.
10	Detailed manual/brochure to be sent electronically.
11	<b>At least one year of warranty.</b>

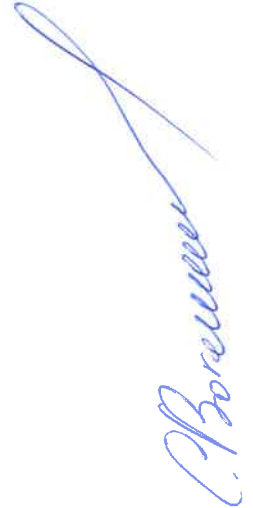
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#### 4. Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

##### LOT 2 – Keyboard equipment

(Group C bids, goods to be imported) Currencies in accordance with ITB 15								
Date: 29 May 2020 ICB No: <b>MERP/AF/G/ICB-02/2</b>								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>Chisinau</i> in accordance with ITB 14.8(b)(i), USD	CIP Price per line item (Col. 5x6), USD	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8) US Dollars
1	Large Keys keyboard with high visibility, with stickers in Romanian language, for Low Vision people but also for dyslexics and other students.	Ceratech/ United Kingdom	100 days	89 pcs	48.91	4,352.63	0.00	<b>4,352.63</b>
2	Large Keys keyboard with high visibility, with stickers in Russian language, for Low Vision people but also for dyslexics and other students.	Ceratech/ United Kingdom	100 days	18 pcs	48.91	880.31	0.00	<b>880.31</b>
3	Large Keys keyboard with about one inch square keys, for easy accessibility – Romanian language	Ablenet/ United States	100 days	89 pcs	163.35	14,538.15	0.00	<b>14,538.15</b>
4	Large Keys keyboard with about one inch square keys, for easy accessibility – Russian language	Ablenet/ United States	100 days	18 pcs	163.35	2,940.30	0.00	<b>2,940.30</b>
5	Adapted normal keyboard self-sticking plastic labels, small and caps letters (price per set of 35 to 40), in Romanian language.	Gembird/ China	100 days	356 pcs	7.82	2,784.28	0.00	<b>2,784.28</b>
6	Adapted normal keyboard self-sticking plastic labels, small and caps letters (price per set of 35 to 40), in Russian language.	Gembird/ China	100 days	72 pcs	7.82	563.11	0.00	<b>563.11</b>
7	Keypad for keyboards for the physically impaired to be fixed on top of the large keys keyboard. Facilitates keyboard buttons' access for severely spastic children.	MK Prospolis/ Cyprus	100 days	100 pcs	89.10	8,910.00	0.00	<b>8,910.00</b>
<b>Total Price</b>								<b>34,968.78</b>



### LOT 3 – Alternative and augmentative communication equipment

(Group C bids, goods to be imported) Date: 29 May 2020 Currencies in accordance with ITB 15 ICB No: <u>MERP/AF/G/ICB-02/2</u>								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [ <i>insert place of destination</i> ] in accordance with ITB 14.8(b)(i), USD	CIP Price per line item (Col. 7x6), USD	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8), US Dollars
1	Communication device with at least 2 permanent-main buttons and 4 secondary-multilevel buttons for students who are severely physically impaired and communicatively impaired at the same time.	Ablenet/ United States	100 days	100	148.65	14,864.85	0.00	14,864.85
2	Communication device with at least 3 permanent-main buttons and 9 secondary-multilevel buttons for students who are severely physically impaired and communicatively impaired at the same time.	Ablenet/ United States	100 days	100	164.86	16,486.47	0.00	16,486.47
3	Communication device with at least 3 permanent-main buttons and 20 secondary-multilevel buttons for students who are severely physically impaired and communicatively impaired at the same time.	Ablenet/ United States	100 days	100	179.67	17,966.52	0.00	17,966.52
4	Phonology and communication device with around 40-45 cells, to take picture, sound, text.	TTS/	100 days	100	28.44	2,844.27	0.00	2,844.27
<b>Total Price</b>								<b>52,162.11</b>

## LOT 7 – Access equipment

(Group C bids, goods to be imported) Currencies in accordance with ITB 15								
Date: 29 May 2020 ICB No: <b>MERP/AF/G/ICB-02/2</b> Alternative No: _____ Page No: _____ of _____								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>Chisinau</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
1	Joystick with 3 different removable handles for people with motor control problems.	Pretorian/ United Kingdom	100 days	100	216.22	21,621.60	0.00	<b>21,621.60</b>
2	Trackball, special mouse with a big ball, left mouse button, right mouse button and 2 switch ports	Ablenet/ United States	100 days	100	97.30	9,729.72	0.00	<b>9,729.72</b>
3	Pressure switch binary, 12 cms	Pretorian/ United Kingdom	100 days	100	38.61	3,861.00	0.00	<b>3,861.00</b>
4	Pressure switch binary, 6 cms	Pretorian/ United Kingdom	100 days	100	38.61	3,861.00	0.00	<b>3,861.00</b>
5	Computer switch interface, 6 ports.	Pretorian/ United Kingdom	100 days	100	106.82	10,682.10	0.00	<b>10,682.10</b>
<b>Total Price</b>								<b>49,755.42</b>



## Price and Completion Schedule - Related Services

### LOT 2 – Keyboard equipment

Currencies in accordance with ITB 15						
1	2	3	4	5	6	7
1	Testing of Goods and/or Software	China; USA; UK; Taiwan; Cyprus	110 days	Test services per each item	0	0
2	Trainings for at least 4 persons on basic functionality of Goods and/or Software	China; USA; UK; Taiwan; Cyprus	110 days	Trainings per each item	0	0
Total Bid Price						0

### LOT 3 – Alternative and augmentative communication equipment

Currencies in accordance with ITB 15						
1	2	3	4	5	6	7
1	Testing of Goods and/or Software	China; USA; UK; Taiwan; Cyprus	110 days	Test services per each item	0	0
2	Trainings for at least 4 persons on basic functionality of Goods and/or Software	China; USA; UK; Taiwan; Cyprus	110 days	Trainings per each item	0	0
Total Bid Price						0

### LOT 7 – Access equipment

Currencies in accordance with ITB 15						
1	2	3	4	5	6	7
1	Testing of Goods and/or Software	China; USA; UK; Taiwan; Cyprus	110 days	Test services per each item	0	0
2	Trainings for at least 4 persons on basic functionality of Goods and/or Software	China; USA; UK; Taiwan; Cyprus	110 days	Trainings per each item	0	0
Total Bid Price						0