



Ministerul Agriculturii, Dezvoltării Regionale și Mediului
al Republicii Moldova

Unitatea Consolidată pentru Implementarea și Monitorizarea
Programului de Restructurare a Sectorului Vitivinicol



Letter of Acceptance

date: 22 February, 2019

To: *Primobil-Lux SRL, Moldova*

Subject: *Notification of Award Contract No. LAB_UASM_UTM_2018 (Lot 4)*

This is to notify you that your Bid dated *November 16, 2018* for execution of the *Supply and installation of laboratory furniture procured within the INVESTMENTS IN INFRASTRUCTURE component of the "Fruit Garden of Moldova" Project (Lot 4)* for the Accepted Contract Amount of *1,354,094.10 MDL (one million, three hundred fifty four thousand, ninety four lei MD, 10 bani)*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program (UCIMPRSVV - Unitatea Consolidata pentru Implementarea si Monitorizarea Programului de Restructurare a Sectorului Vitivinicol)*.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms, included in Section X, - Contract Forms, of the Bidding Document (attached hereto).

Authorized Signature: _____

Name and Title of Signatory: *Iurie BRUMAREL, Executive Director*

Name of Agency: *Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program*

Attachments: *Contract Agreement; Performance Security Form; Advance Payment Security Form.*

Contract Agreement

Contract No: LAB_UASM_UTM_2018 (LOT 4)

THIS AGREEMENT made the 22 day of February, 2019.

BETWEEN

- (1) **Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program (UCIMPRSVV)**, a Public Institution of the Ministry of Agriculture, Regional Development and Environment of the Government of the Republic of Moldova, and having its principal place of business at 18, Calea Basarabiei str., Chisinau, Republic of Moldova, MD-2023, 2nd floor, office 10, Phone:(+373) 260901; office@winemoldova.md (hereinafter called “the Purchaser”), of the one part, and
- (2) **Primobil-Lux SRL**, a corporation incorporated under the laws of Republic of Moldova and having its principal place of business at MD 2005, Republic of Moldova, Chisinau, bd. Grigore Vieru, 21, Phone: (+373 22) 542523; Fax: (+373 22) 542548; primobil-lux@mail.ru Primobil.office@gmail.com (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., **Supply and installation of laboratory furniture procured within the INVESTMENTS IN INFRASTRUCTURE component of the “Fruit Garden of Moldova” Project (Lot 4)** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of: **1,354,094.10 MDL (one million, three hundred fifty four thousand, ninety four lei MD, 10 bani)**, (hereinafter called “the Contract Price”)

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) Special Conditions of Contract
 - (d) General Conditions of Contract
 - (e) the Specification (including Schedule of Requirements and Technical Specifications)
 - (f) the completed Schedules (including Price Schedules)
 - (g) 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.

Section VIII - General Conditions of Contract

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Section VIII - 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 European Investment Bank (EIB).
 - (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. Fraud and Corruption 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in <http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm> Sanctions Framework, 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 specified in the SCC.
- (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 Supplier 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 Disputes
- 10.1 The Purchaser and the Supplier shall make every effort to resolve 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 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, 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 subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
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 arbitrage 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 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. Confidentialia
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not,

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Information
- 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. Specification
- 22.1 Technical Specifications and Drawings

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

33.1 The Purchaser may at any time order the Supplier through notice 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 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the

existing contract requirements;

- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 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
n 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 paragraph 2.2 a of the Appendix to the GCC, 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

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 This annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, 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;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - 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;
 - 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;
 - v. “obstructive practice” is:
 - (a) 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 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
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank 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 process, selection and/or execution 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. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has 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.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - 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>Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program (UCIMPRSVV – the PIU)</i>
GCC 1.1 (o)	<p>For Technical University of Moldova (TUM): <u>Lot 2 (#TUM FURN) Laboratory Furniture:</u> City Chisinau, Studentilor street, no. 9/9, building 5.</p> <p>For Agrarian State University of Moldova (ASUM): <u>Lot 4 (#ASUM FURN) Laboratory Furniture:</u> City Chisinau, Mircesti street, no. 48 (Horticulture Faculty); City Chisinau, Mircesti street, no. 50 (Agronomy Faculty).</p>
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 applicable</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2000</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Mr. Iurie Brumarel, Executive Director of UCIMPRSVV, Address: 18, Calea Basarabiei str., MD-2023, 2nd floor, office # 1 City: Chisinau Country: Republic of Moldova Fax: +373 22 260906 Email: <u>office@winemoldova.md</u></p>
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) Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier</p>

	<p>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>D) Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> a) invoice b) insurance certificate; c) Manufacturer's or Supplier's warranty certificate; d) Supplier's shipping details; e) Certificate of Conformity which certifies the conformity of the products to the international standards (ISO 9001:2000). f) Certificate of Origin, issued by the Supplier's factory report. <p><i>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.</i></p> <p>II) In addition, the Supplier will provide the following documents upon transmission of goods:</p> <ul style="list-style-type: none"> 1) way bill (factura de expeditie/fiscala). 2) act of receipt-transmission of Quantity of goods (involving the Supplier, the Purchaser and the final user(s). 3) act on Technical conformity and Acceptance of Goods (involving the Supplier and the Final User(s)). 4) act of completion of training in the use and general maintenance requirements of the delivered goods. The act shall involve the Supplier and the appointed staff of the Final Beneficiary. 5) warranty certificates with full contact information (address, contact phone/fax, names of contact engineer(s) of the service center where the goods shall be technically maintained. 6) User's Guide and Technical Manual for use of the goods - in Romanian language.
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>
GCC 16.1	<p>Payment for Goods supplied from abroad:</p> <p>GCC 15.1 — The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract,

	<p>and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: Seventy (70) percent of the Contract Price of the Goods shipped shall be paid within thirty (30) days, upon submission of an invoice and upon submission of documents specified in GCC Clause 13.1 (except II 3, 4, 5, 6).</p> <p>(iii) On Acceptance: Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser (including the documents specified in GCC Clause 13.1 (para II)).</p> <p><i>For local Suppliers (residents of Moldova), payment for Goods and Services shall be made in MD Lei at the official exchange rate of the EUR to the MDL, fixed by the National Bank of Moldova from the date of bill (factura fiscala) issue and/or date of customs declaration for delivered goods (la data emiterii facturii fiscale).</i></p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is 10 %</p>
GCC 18.1	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be not less than 5% of the Contract Price.</p>
GCC 18.3	<p>The required Performance Security shall be in the form of a Bank Guarantee.</p> <p>The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</p> <p>After full delivery and acceptance of the Goods, the Performance Security shall be reduced to two (2) percent of the Contract Price, or replaced with another acceptable security previously agreed with the Purchaser, to cover the Supplier's warranty obligations in accordance with Clause GCC 28.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place 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.</p>

GCC 23.2	<p>The packing, marking and documentation: <i>As per manufacturer's requirements (including transportation).</i></p> <p><i>In addition: The goods/equipment packaging will have clear marking of the Lot number, name of the equipment and the name of the Final Beneficiary.</i></p>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	<p><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></p>
GCC 25.2	<p>Incidental services to be provided are:</p> <p><i>As per GCC Clause 25. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.</i></p>
GCC 26.1	<p>The inspections and tests shall be: <i>Quantitative and Qualitative.</i></p> <ul style="list-style-type: none"> • <i>Quantitative inspection:</i> the Final Beneficiaries, together with the buyer, shall verify the quantity of the supplied items and adjacent services in order to see its compliance with the quantities stipulated in the contract entered upon with the supplier. • <i>Qualitative inspection:</i> the buyer or his/her empowered representative shall verify the compliance of the goods and adjacent services with the technical specifications stipulated in the contract entered upon with the supplier. Full qualitative inspection shall be executed and the Supplier shall present a <i>Quality Acceptance Certificate</i>, signed by the <i>Quality and Technical Acceptance Committee of the Final Beneficiaries.</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>at Final Beneficiary site(s).</i>
GCC 27.1	The liquidated damage shall be: 0.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10%
GCC 28.3	<p>The period of validity of the Warranty shall be: 24 months</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>For Technical University of Moldova (TUM): <u>Lot 2 (#TUM FURN) Laboratory Furniture:</u> City Chisinau, Studentilor street, no. 9/9, building 5.</p>

	<p>For Agrarian State University of Moldova (ASUM): <u>Lot 4 (#ASUM FURN) Laboratory Furniture:</u> City Chisinau, Mircesti street, no. 48 (Horticulture Faculty); City Chisinau, Mircesti street, no. 50 (Agronomy Faculty).</p> <p><i>Sample provision</i></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be 24 months from date of full acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p>or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees.</p>
<p>GCC 28.5, GCC 28.6</p>	<p>a) Servicing at the site of operation will be done within a 1 week response. b) Spare parts and consumables should be available for at least 5 years after installation and shall provide post warranty services.</p>
<p>GCC 33.4</p>	<p>If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be <u>50</u> % (insert appropriate percentage).</p>

Section X - Contract Forms

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Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program (UCIMPRSVV – the PIU)*

Address: 18, Calea Basarabiei str., MD-2023, 2nd floor,

City: Chisinau; Country: Moldova

Telephone/fax: +373 22 260906

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Letter of Bid

Date of this Bid submission: 16.11.2018

RFB No.: LAB_UASM_UTM_2018

To: Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program (UCIMPRSVV – the PIU) - Purchaser

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: Lot No 2 and lot No 4;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

(a) Total price of each lot

Price lot 2	<i>1295135.95 mdl</i>	one thousand two hundred ninety-five thousand one hundred thirty-five point ninety-nine mdl
Price lot 4	<i>1354094.1 mdl</i>	one thousand three hundred fifty-four thousand nine hundred four point one mdl

(b) Total price of all lots (sum of all lots)

Price all lotts 2 and 4	<i>2649230.05 mdl</i>	two million six hundred forty-nine thousand two hundred thirty point zero five mdl
--------------------------------	-----------------------	--

Discounts: The discounts offered and the methodology for their application are:

Not allowed

- (f) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension:** "The EIB shall not provide finance, directly or indirectly, to or for the benefit of, award a contract under any EIB Project to, or enter into any relationship with, an individual or entity who is subject to financial sanctions imposed by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union or article 215 of the Treaty on the Functioning of the European Union, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter. This applies without the need for the Exclusion Proceedings.";

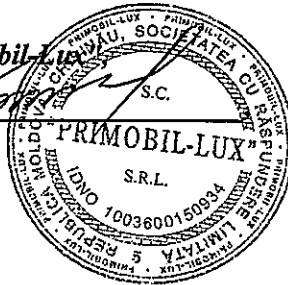
- (j) **State-owned enterprise or institution:** *We are not a state-owned enterprise or institution*
- (k) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract:

None
- (l) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of Bidder **SRL "Primobil-Lux"**

Signature of Bidder _____

Date **16.11.2018**



Covenant of Integrity to UCIMPRSVV from the Bidder:

"We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [specify the contract or tender invitation] (the "Contract") and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-american Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

In the event that we are awarded the Contract, we grant the Project Owner, the European Investment Bank (EIB) and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract."

For the purpose of this Covenant, Prohibited Conduct includes 12,

- Corrupt Practice is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- 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.
- Coercive Practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
- Collusive Practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- Obstructive Practice is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; 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 (b) acts intended to materially impede the exercise of the EIB's contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, implement such law, regulation or treaty;
- Money Laundering is defined in the Bank's Anti-Fraud Policy
- Terrorist Financing is defined in the Bank's Anti-Fraud Policy
- Project Owner means the person designated as such in the tender documents or the Contract.

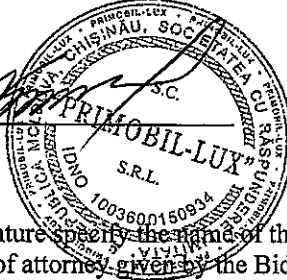
Name of the Bidder: SRL "Primobil-Lux"

Name of the person duly authorized to sign the Bid on behalf of the Bidder: Vasiliu Ana

Title of the person signing the Bid: manager

Signature of the person named above: _____

Date signed 16 day of 11, 2018



*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



Price Schedule: Goods Manufactured in the Purchaser's Country

Date: **16.11.2018**

RFB No: #LAB_UASM_UTM_2018

Lot number: Lot 4 (#ASUM FURN) Laboratory Furniture

Alternative No: _____

Page N° 1 of 2

Purchaser's Country

(Group A and B Bids)

Republica Moldova

Currencies in accordance with ITB 15

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
Laboratory for Horticulture, Furniture (see Anexa lab. H-112)									
1	Linear table	8 weeks	2	5015	10030.00	300.90	165.50	.-	10330.90
2	Mobile underbench element	8 weeks	2	1900	3800.00	114.00	62.70	.-	3914.00
3	Mobile underbench element	8 weeks	1	3245	3245.00	97.35	107.09	.-	3342.35
4	Suspended storage element	8 weeks	4	1350	5400.00	162.00	44.55	.-	5562.00
5	Linear table	8 weeks	2	4370	8740.00	262.20	144.21	.-	9002.20
6	Mobile underbench element	8 weeks	2	1815	3630.00	108.90	59.90	.-	3738.90
7	Mobile underbench element	8 weeks	1	3065	3065.00	91.95	101.15	.-	3156.95
8	Suspended storage element	8 weeks	3	1350	4050.00	121.50	44.55	.-	4171.50
9	Sanitary module	8 weeks	1	17430	17430.00	522.90	575.19	.-	17952.90
10	Secure cabinet for chemical reagents	8 weeks	1	8350	8350.00	250.50	275.55	.-	8600.50
11	High cabinet for documents / laboratory supplies	8 weeks	2	4365	8730.00	261.90	144.05	.-	8991.90
12	Linear table	8 weeks	8	4370	34960.00	1048.80	144.21	.-	36008.80
13	Mobile underbench element	8 weeks	8	1815	14520.00	435.60	59.90	.-	14955.60
14	Mobile underbench element	8 weeks	8	3065	24520.00	735.60	101.15	.-	25255.60
15	Sanitary module	8 weeks	2	19690	39380.00	1181.40	649.77	.-	40561.40
16	High center console for tables	8 weeks	4	20220	80880.00	2426.40	667.26	.-	83306.40
17	Suspended dryer for glassware	8 weeks	2	3770	7540.00	226.20	124.41	.-	7766.20
18	Ergonomic laboratory seat	8 weeks	4	2900	11600.00	348.00	95.70	.-	11948.00
Laboratory for Horticulture, Furniture (see Anexa lab. H-207)									
19	Linear table	8 weeks	2	5015	10030.00	300.90	165.50	.-	10330.90
20	Mobile underbench element	8 weeks	2	1900	3800.00	114.00	62.70	.-	3914.00
21	Suspended storage element	8 weeks	4	1350	5400.00	162.00	44.55	.-	5562.00
22	Linear table	8 weeks	3	4370	13110.00	393.30	144.21	.-	13503.30
23	Mobile underbench element	8 weeks	3	1815	5445.00	163.35	59.90	.-	5608.35
24	Mobile underbench element	8 weeks	3	3065	9195.00	275.85	101.15	.-	9470.85
25	Suspended storage element	8 weeks	4	1350	5400.00	162.00	44.55	.-	5562.00

26	Sanitary module	8 weeks	1	17430	17430.00	522.90	575.19	-	17952.90
27	Secure cabinet for chemical reagents	8 weeks	1	8350	8350.00	250.50	275.55	-	8600.50
28	High cabinet for documents / laboratory supplies	8 weeks	2	4365	8730.00	261.90	144.05	-	8991.90
29	Linear table	8 weeks	8	4370	34960.00	1048.80	144.21	-	36008.80
30	Mobile underbench element	8 weeks	8	1815	14520.00	435.60	59.90	-	14955.60
31	Mobile underbench element	8 weeks	8	3065	24520.00	735.60	101.15	-	25255.60
32	Sanitary module	8 weeks	2	19690	39380.00	1181.40	649.77	-	40561.40
33	High center console for tables	8 weeks	4	20220	80880.00	2426.40	667.26	-	83306.40
34	Suspended dryer for glassware	8 weeks	2	3770	7540.00	226.20	124.41	-	7766.20
35	Ergonomic laboratory seat	8 weeks	4	2900	11600.00	348.00	95.70	-	11948.00
Laboratory for Soil analysis, Furniture (see Anexa lab. A-104)									
1	Linear table	8 weeks	5	4370	21850.00	655.50	144.21	-	22505.50
2	Mobile underbench element	8 weeks	5	1815	9075.00	272.25	59.90	-	9347.25
3	Mobile underbench element	8 weeks	3	3065	9195.00	275.85	101.15	-	9470.85
4	Suspended storage element	8 weeks	8	1350	10800.00	324.00	44.55	-	11124.00
5	Sanitary module	8 weeks	1	19690	19690.00	590.70	649.77	-	20280.70
6	Linear table	8 weeks	8	3265	26120.00	783.60	107.75	-	26903.60
7	Mobile underbench element	8 weeks	8	1815	14520.00	435.60	59.90	-	14955.60
8	Sanitary module	8 weeks	2	20480	40960.00	1228.80	675.84	-	42188.80
9	High center console for tables	8 weeks	4	16740	66960.00	2008.80	552.42	-	68968.80
10	Suspended dryer for glassware	8 weeks	2	3770	7540.00	226.20	124.41	-	7766.20
11	Ergonomic laboratory seat	8 weeks	4	2900	11600.00	348.00	95.70	-	11948.00
12	Rectangular operational desk	8 weeks	25	3400	85000.00	2550.00	112.20	-	87550.00
		8 weeks	5	3400	17000.00	510.00	112.20	-	17510.00
13	Operational chairs	8 weeks	25	1900	47500.00	1425.00	62.70	-	48925.00
		8 weeks	5	1900	9500.00	285.00	62.70	-	9785.00
Total Bid Price (MDL)									1017094.10

Name of Bidder *SRL "Primobil-Lux"*, Signature of Bidder _____



Date **16.11.2018**

The supplied furniture shall be in compliance with the European standards:

1. EN14175 (part 3) Fume cupboards. Type test methods.
2. EN 14056 Laboratory furniture. Recommendations for design and installation.
3. EN 14727 EN 13150 Laboratory benches.
4. EN 13792: 2002 Color coding of taps and valves for use in laboratories.
5. EN 14470 (part1) Fire safety storage cabinets: Safety storage cabinets for flammable liqu
6. EN 14470 (part2) Fire safety storage cabinets: Safety storage cabinets for pressurised gas cylinders. Certificare TROX Technik (Germany) in concordanta cu EN 14175 (Part 3) din 2008.
7. EN 13150 Workbenches for laboratories - Dimensions, safety requirements and test meth
8. EN 61010 Safety requirements for electrical equipment for measurement, control and laboratory use - Part 2-012: Particular requirements for climatic and environmental testing and other temperature conditioning equipment

General note: all supplied furniture working surfaces must be of 16 mm thickness, resistant to acids and alkalines, antiseptic, antioxidant, fire retardant, antistatic, wear-resistant, smooth.

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

(Group C Bids, goods to be imported)							Date: 16.11.2018	
Currencies in accordance with ITB 15							RFB No: #LAB_UASM_UTM_2018	
							Lot number: Lot 4 (#ASUM FURN)	
							Laboratory Furniture	
							Alternative No: _____	
							Page N° 1 of 1	
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 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	Chemical niche L-1635	Turcia	8 weeks	2	78000	156000	1000	157000
2	Chemical niche L-1935	Turcia	8 weeks	2	89500	179000	1000	180000
							Total Price and MDL	337000

Name of Bidder **SRL "Primobil-Lux"**, Signature of Bidder



Date **16.11.2018**

The supplied furniture shall be in compliance with the European standards:

1. EN14175 (part 3) Fume cupboards. Type test methods.
2. EN 14056 Laboratory furniture. Recommendations for design and installation.
3. EN 14727 EN 13150 Laboratory benches.
4. EN 13792: 2002 Color coding of taps and valves for use in laboratories.
5. EN 14470 (part1) Fire safety storage cabinets: Safety storage cabinets for flammable liq
6. EN 14470 (part2) Fire safety storage cabinets: Safety storage cabinets for pressurised gas cylinders. Certificare TROX Technik (Germany) in concordanta cu EN 14175 (Part 3) din 2008.
7. EN 13150 Workbenches for laboratories - Dimensions, safety requirements and test met
8. EN 61010 Safety requirements for electrical equipment for measurement, control and laboratory use - Part 2-012: Particular requirements for climatic and environmental testing and other temperature conditioning equipment

Lot 4 (ASUM FURN) Laboratory FURNITURE



Line Item No	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date
<i>Laboratory for Horticulture (see Anexa lab. H-112)</i>							
<i>Laboratory Furniture, Lot 4</i>							
1.	Linear table	pcs	2	Lab room H-112	4weeks	8 weeks	8 weeks
2.	Mobile underbench element	pcs	2	H-112	4weeks	8 weeks	8 weeks
3.	Mobile underbench element	pcs	1	H-112	4weeks	8 weeks	8 weeks
4.	Suspended storage element	pcs	4	H-112	4weeks	8 weeks	8 weeks
5.	Linear table	pcs	2	H-112	4weeks	8 weeks	8 weeks
6.	Mobile underbench element	pcs	2	H-112	4weeks	8 weeks	8 weeks
7.	Mobile underbench element	pcs	1	H-112	4weeks	8 weeks	8 weeks
8.	Suspended storage element	pcs	3	H-112	4weeks	8 weeks	8 weeks
9.	Sanitary module	pcs	1	H-112	4weeks	8 weeks	8 weeks
10.	Chemical niche	pcs	1	H-112	4weeks	8 weeks	8 weeks
11.	Secure cabinet for chemical reagents	pcs	1	H-112	4weeks	8 weeks	8 weeks
12.	High cabinet for documents / laboratory supplies	pcs	2	H-112	4weeks	8 weeks	8 weeks
13.	Linear table	pcs	8	H-112	4weeks	8 weeks	8 weeks
14.	Mobile underbench element	pcs	8	H-112	4weeks	8 weeks	8 weeks
15.	Mobile underbench element	pcs	8	H-112	4weeks	8 weeks	8 weeks
16.	Sanitary module	pcs	2	H-112	4weeks	8 weeks	8 weeks
17.	High center console for tables	pcs	4	H-112	4weeks	8 weeks	8 weeks
18.	Suspended dryer for glassware	pcs	2	H-112	4weeks	8 weeks	8 weeks
19.	Ergonomic laboratory seat	pcs	4	H-112	4weeks	8 weeks	8 weeks
<i>Laboratory for Horticulture (see Anexa lab. H-207)</i>							
<i>Laboratory Furniture, Lot 4</i>							
20.	Linear table	pcs.	2	H-207	4weeks	8 weeks	8 weeks
21.	Mobile underbench element	pcs.	2	H-207	4weeks	8 weeks	8 weeks
22.	Suspended storage element	pcs.	4	H-207	4weeks	8 weeks	8 weeks
23.	Linear table	pcs.	3	H-207	4weeks	8 weeks	8 weeks
24.	Mobile underbench element	pcs.	3	H-207	4weeks	8 weeks	8 weeks
25.	Mobile underbench element	pcs.	3	H-207	4weeks	8 weeks	8 weeks
26.	Suspended storage element	pcs.	4	H-207	4weeks	8 weeks	8 weeks
27.	Sanitary module	pcs.	1	H-207	4weeks	8 weeks	8 weeks

28.	Chemical niche	pcs.	1	H-207	4weeks	8 weeks	8 weeks
29.	Secure cabinet for chemical reagents	pcs.	1	H-207	4weeks	8 weeks	8 weeks
30.	High cabinet for documents / laboratory supplies	pcs.	2	H-207	4weeks	8 weeks	8 weeks
31.	Linear table	pcs.	8	H-207	4weeks	8 weeks	8 weeks
32.	Mobile underbench element	pcs.	8	H-207	4weeks	8 weeks	8 weeks
33.	Mobile underbench element	pcs.	8	H-207	4weeks	8 weeks	8 weeks
34.	Sanitary module	pcs.	2	H-207	4weeks	8 weeks	8 weeks
35.	High center console for tables	pcs.	4	H-207	4weeks	8 weeks	8 weeks
36.	Suspended dryer for glassware	pcs.	2	H-207	4weeks	8 weeks	8 weeks
37.	Ergonomic laboratory seat	pcs.	4	H-207	4weeks	8 weeks	8 weeks
Laboratory for Soil Analysis (see Anexa lab. A-104)							
Laboratory Furniture, Lot 4							
1.	Linear table	pcs.	5	A-104	4weeks	8 weeks	8 weeks
2.	Mobile underbench element	pcs.	5	A-104	4weeks	8 weeks	8 weeks
3.	Mobile underbench element	pcs.	3	A-104	4weeks	8 weeks	8 weeks
4.	Suspended storage element	pcs.	8	A-104	4weeks	8 weeks	8 weeks
5.	Chemical niche	pcs.	2	A-104	4weeks	8 weeks	8 weeks
6.	Sanitary module	pcs.	1	A-104	4weeks	8 weeks	8 weeks
7.	Linear table	pcs.	8	A-104	4weeks	8 weeks	8 weeks
8.	Mobile underbench element	pcs.	8	A-104	4weeks	8 weeks	8 weeks
9.	Sanitary module	pcs.	2	A-104	4weeks	8 weeks	8 weeks
10.	High center console for tables	pcs.	4	A-104	4weeks	8 weeks	8 weeks
11.	Suspended dryer for glassware	pcs.	2	A-104	4weeks	8 weeks	8 weeks
12.	Ergonomic laboratory seat	pcs.	4	A-104	4weeks	8 weeks	8 weeks
13.	Rectangular operational desk	pcs.	25	Horti Agro	4weeks	8 weeks	8 weeks
14.	Operational chairs	pcs.	25	Horti Agro	4weeks	8 weeks	8 weeks

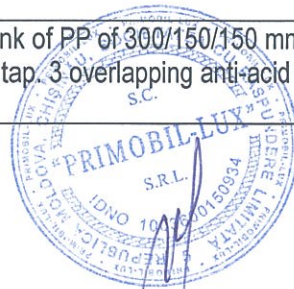
Name of Bidder SRL "Primobil-Lux", Signature of Bidder


Date 16.11.2018





Lot 4 (ASUM FURN) Laboratory FURNITURE
Laboratory for Horticulture

No	Description of goods	Minimum Requested technical parameters	Unit	Qty.	Laboratory no
Laboratory for Horticulture, Furniture (see Anexa lab. H-112)					
1.	Linear table	Liniar laboratory table, dimensions 1800/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	2	H-112
2.	Mobile underbench element	Mobile underbench element. Dimensions 600/510/810 mm - equipped with a drawer and a full door + interior shelf	pcs.	2	H-112
3.	Mobile underbench element	Mobile underbench element. Dimensions 1100/510/810 mm - equipped with a drawer and a full door + interior shelf	pcs.	1	H-112
4.	Suspended storage element	Suspended storage element, dimensions 800/300/700 mm - 2 full doors and inner shelf	pcs.	4	H-112
5.	Linear table	Liniar laboratory table, dimensions 1500/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	2	H-112
6.	Mobile underbench element	Mobile underbench element. Dimensions 500/510/810 mm - equipped with a drawer and a full door + interior shelf	pcs.	2	H-112
7.	Mobile underbench element	Mobile underbench element. Dimensions 900/510/810 mm - equipped with 2 drawers and 2 full doors + interior shelf	pcs.	1	H-112
8.	Suspended storage element	Suspended storage element, dimensions 800/300/700 mm - 2 full doors and interior shelf	pcs.	3	H-112
9.	Sanitary module	Sanitary module - dimensions 900/750/900 mm - compact anti-acid laminated countertop, PP sink without drain of dimensions 500/400/300 mm, ACAR tap with fitting on countertop, PP siphon + 2-sided fixed sink mask with 2 full doors - 900 mm wide	pcs.	1	H-112
10.	Chemical niche	Chemical niche - dimensions 1635/850/2400 mm - countertop and sink of antiacid technical ceramics, vertical sliding sash, ventilated metallic underbench element with 3 full doors. Suction / exhaust system included, three phase feed	pcs.	1	H-112
11.	Secure cabinet for chemical reagents	Secure cabinet for chemical reagents - acids and bases - dimensions 600/500/1998 mm	pcs.	1	H-112
12.	High cabinet for documents / laboratory supplies	High cabinet for documents / laboratory supplies - dimensions 800/400/2000 mm - 2 full doors and lock, and two glass doors, 4 shelves inside	pcs.	2	H-112
13.	Liniar table	Liniar laboratory table, dimensions 1500/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	8	H-112
14.	Mobile underbench element	Mobile underbench element. Dimensions 500/510/810 mm - equipped with one drawer and one full door + interior shelf	pcs.	8	H-112
15.	Mobile underbench element	Mobile underbench element. Dimensions 900/510/810 mm - equipped with 2 drawers and 2 full doors + interior shelf	pcs.	8	H-112
16.	Sanitary module	Sanitary module - dimensions 1700/750/900 mm compact anti-acid laminated countertop, PP sink without drain of dimensions 500/400/300 mm, ACAR tap with fitting on countertop, PP siphon + 2-sided fixed sink mask with 2 full doors - 900 mm wide	pcs.	2	H-112
17.	High center console for tables	High center console for central tables - sink of PP of 300/150/150 mm at the countertop level + cold water suspended tap. 3 overlapping anti-acid shelves - made of compact anti-acid laminate	pcs.	4	H-112



18.	Suspended dryer for glassware	Suspended dryer for glassware – made of PP – dimensions 450/110/630 mm.	pcs.	2	H-112
19.	Ergonomic laboratory seat		pcs.	4	H-112
		Ergonomic laboratory seat, on wheels - metal base			
Laboratory for Horticulture, Furniture (see Anexa lab. H-207)					
20.	Linear table	Linear laboratory table, dimensions 1800/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	2	H-207
21.	Mobile underbench element	Mobile underbench element. Dimensions 600/510/810 mm - equipped with a drawer and a full door + interior shelf	pcs.	2	H-207
22.	Suspended storage element	Suspended storage element, dimensions 800/300/700 mm - 2 full doors and inner shelf	pcs.	4	H-207
23.	Linear table	Linear laboratory table, dimensions 1500/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	3	H-207
24.	Mobile underbench element	Mobile underbench element. Dimensions 500/510/810 mm - equipped with a drawer and a full door + interior shelf	pcs.	3	H-207
25.	Mobile underbench element	Mobile underbench element. Dimensions 900/510/810 mm - equipped with a drawer and 2 full doors + interior shelf	pcs.	3	H-207
26.	Suspended storage element	Suspended storage element, dimensions 800/300/700 mm – 2 full doors and interior shelf	pcs.	4	H-207
27.	Sanitary module	Sanitary module – dimensions 900/750/900 mm – compact anti-acid laminated countertop, PP sink without drain of dimensions 500/400/300 mm, ACAR tap with fitting on countertop, PP siphon + 2-sided fixed sink mask with 2 full doors - 900 mm wide	pcs.	1	H-207
28.	Chemical niche	Chemical niche - dimensions 1635/850/2400 mm - countertop and sink of antiacid technical ceramics, vertical sliding sash, ventilated metallic underbench element with 3 full doors. Suction / exhaust system included, three phase feed	pcs.	1	H-207
29.	Secure cabinet for chemical reagents	Secure cabinet for chemical reagents – acids and bases – dimensions 600/500/1998 mm	pcs.	1	H-207
30.	High cabinet for documents / laboratory supplies	High cabinet for documents / laboratory supplies – dimensions 800/400/2000 mm – 2 full doors and lock, and two glass doors, 4 shelves inside	pcs.	2	H-207
31.	Linear table	Linear laboratory table, dimensions 1500/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	8	H-207
32.	Mobile underbench element	Mobile underbench element. Dimensions 500/510/810 mm – equipped with one drawer and one full door + interior shelf	pcs.	8	H-207
33.	Mobile underbench element	Mobile underbench element. Dimensions 900/510/810 mm – equipped with 2 drawers and 2 full doors + interior shelf	pcs.	8	H-207
34.	Sanitary module	Sanitary module – dimensions 1700/750/900 mm compact anti-acid laminated countertop, PP sink without drain of dimensions 500/400/300 mm, ACAR tap with fitting on countertop, PP siphon + 2-sided fixed sink mask with 2 full doors - 900 mm wide	pcs.	2	H-207
35.	High center console for tables	High center console for central tables - sink of PP of 300/150/150 mm at the countertop level + cold water suspended tap. 3 overlapping anti-acid shelves - made of compact anti-acid laminate	pcs.	4	H-207
36.	Suspended dryer for glassware	Suspended dryer for glassware – made of PP – dimensions 450/110/630 mm.	pcs.	2	H-207



37.	Ergonomic laboratory seat		pcs.	4	H-207
Ergonomic laboratory seat, on wheels - metal base					
Laboratory for Soil analysis, Furniture (see Anexa lab. A-104)					
1.	Linear table	Linear laboratory table, dimensions 1500/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	5	A-104
2.	Mobile underbench element	Mobile underbench element. Dimensions 500/510/810 mm - equipped with a drawer and a full door + interior shelf	pcs.	5	A-104
3.	Mobile underbench element	Mobile underbench element. Dimensions 900/510/810 mm - equipped with 2 drawers and 2 full doors + interior shelf	pcs.	3	A-104
4.	Suspended storage element	Suspended storage element, dimensions 800/300/700 mm – 2 full doors and interior shelf	pcs.	8	A-104
5.	Chemical niche	Chemical niche - dimensions 1935/850/2400 mm - countertop and sink of antiacid technical ceramics, vertical sliding sash, ventilated metallic underbench element with 4 full doors. Suction / exhaust system included, three phase feed	pcs.	2	A-104
6.	Sanitary module	Sanitary module - dimensions 1700/750/900 mm - compact anti-acid laminated countertop, PP sink without drain of dimensions 500/400/300 mm, ACAR tap with fitting on countertop, PP siphon + 2-sided fixed sink mask with 2 full doors - 900 mm wide	pcs.	1	A-104
7.	Linear table	Linear laboratory table, dimensions 1200/750/900 mm - metal support frame with H-side edges and 16 mm thick compact anti-acid laminated countertop	pcs.	8	A-104
8.	Mobile underbench element	Mobile underbench element. Dimensions 500/510/810 mm - equipped with a drawer and a full door + interior shelf	pcs.	8	A-104
9.	Sanitary module	Sanitary module - dimensions 1775/900 mm - compact anti-acid laminated countertop, PP sink without drain of dimensions 500/400/300 mm, ACAR tap with fitting on countertop, PP siphon + 2-sided fixed sink mask with 2 full doors - 900 mm wide	pcs.	2	A-104
10.	High center console for tables	High center console for central tables - sink of PP of 300/150/150 mm at the countertop level + cold water suspended tap. 3 overlapping anti-acid shelves - made of compact anti-acid laminate	pcs.	4	A-104
11.	Suspended dryer for glassware	Suspended dryer for glassware – made of PP – dimensions 450/110/630 mm	pcs.	2	A-104
12.	Ergonomic laboratory seat		pcs.	4	A-104
Ergonomic laboratory seat, on wheels - metal base					
13.	Rectangular operational desk	Rectangular operational desk - metallic aluminum structure - with cable passage included - 36 mm thick melamine top. Rollbox with 3 drawers included - dimensions 420/550/560 mm. Maximum dimensions for the desk - 1400/700/750 mm	pcs. pcs.	25 5	Horti Agro
14.	Operational chairs	Operational chair with black polyurethane structure, arms and wheels. Lumbar and height adjustment, fabric upholstery of different colors for seat and back.	pcs. pcs.	25 5	Horti Agro

The supplied furniture shall be in compliance with the European standards:

- EN14175 (part 3) Fume cupboards. Type test methods.



10. EN 14056 Laboratory furniture. Recommendations for design and installation.
11. EN 14727 EN 13150 Laboratory benches.
12. EN 13792: 2002 Color coding of taps and valves for use in laboratories.
13. EN 14470 (part1) Fire safety storage cabinets: Safety storage cabinets for flammable liquids
14. EN 14470 (part2) Fire safety storage cabinets: Safety storage cabinets for pressurised gas cylinders.
Certificare TROX Technik (Germany) in concordanta cu EN 14175 (Part 3) din 2008.
15. EN 13150 Workbenches for laboratories - Dimensions, safety requirements and test methods
16. EN 61010 Safety requirements for electrical equipment for measurement, control and laboratory use
- Part 2-012: Particular requirements for climatic and environmental testing and other temperature conditioning equipment

General note: all supplied furniture working surfaces must be of 16 mm thickness, resistant to acids and alkalines, antiseptic, antioxidant, fire retardant, antistatic, wear-resistant, smooth.

Name of Bidder *SRL "Primobil-Lux"*, Signature of Bidder _____,
Date *16.11.2018*

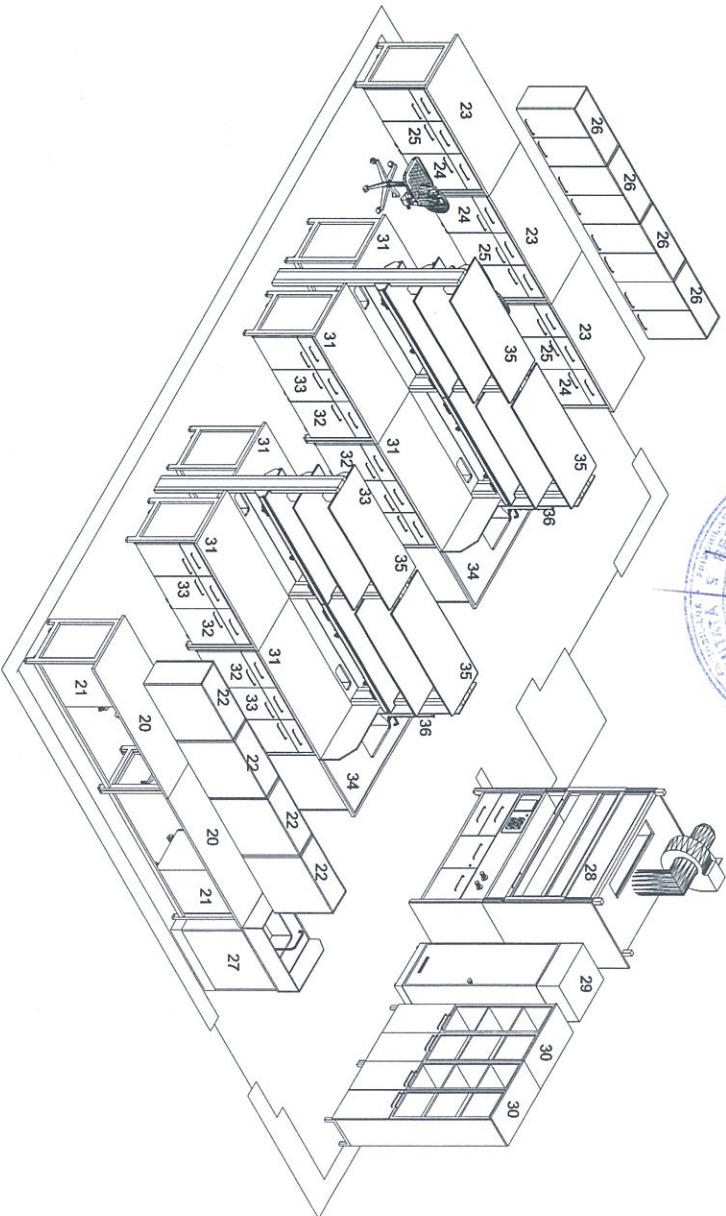
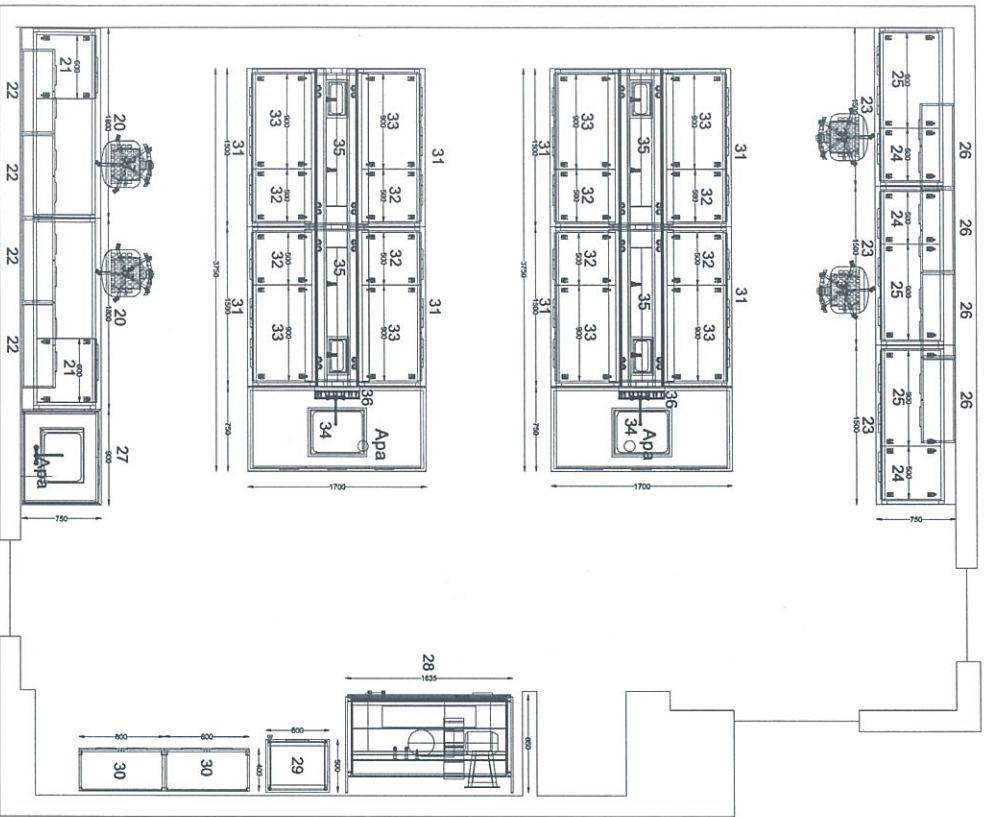


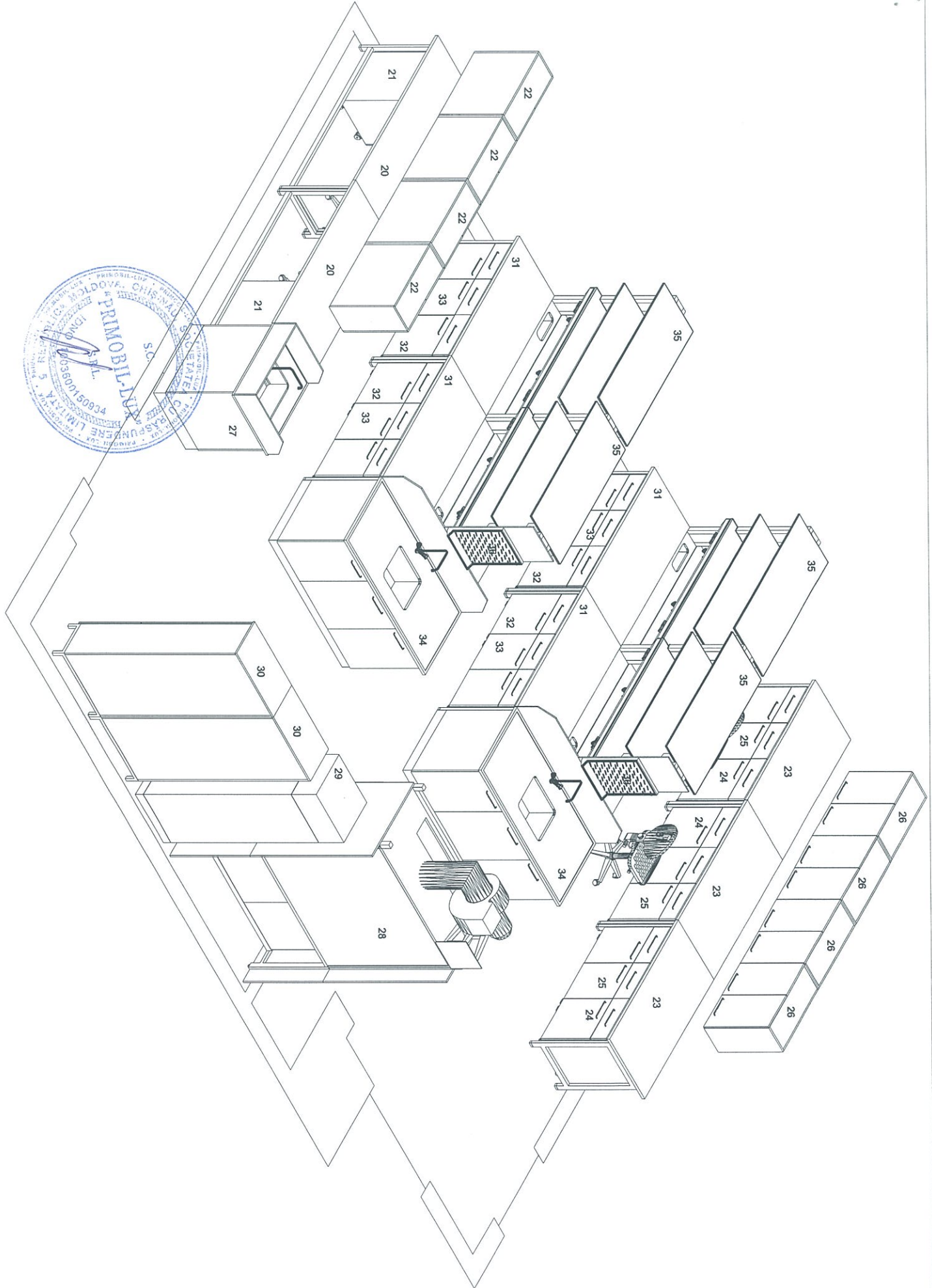
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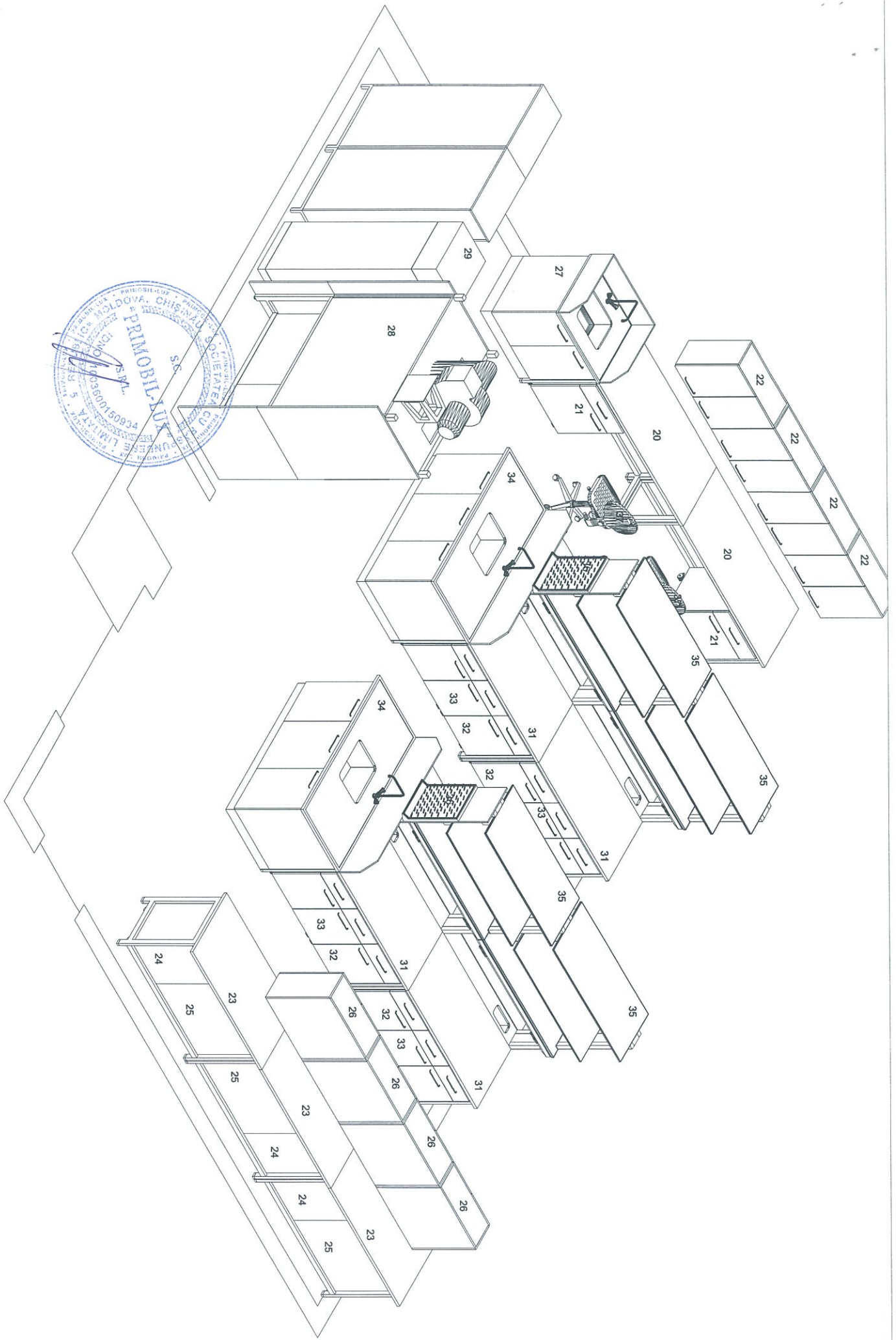
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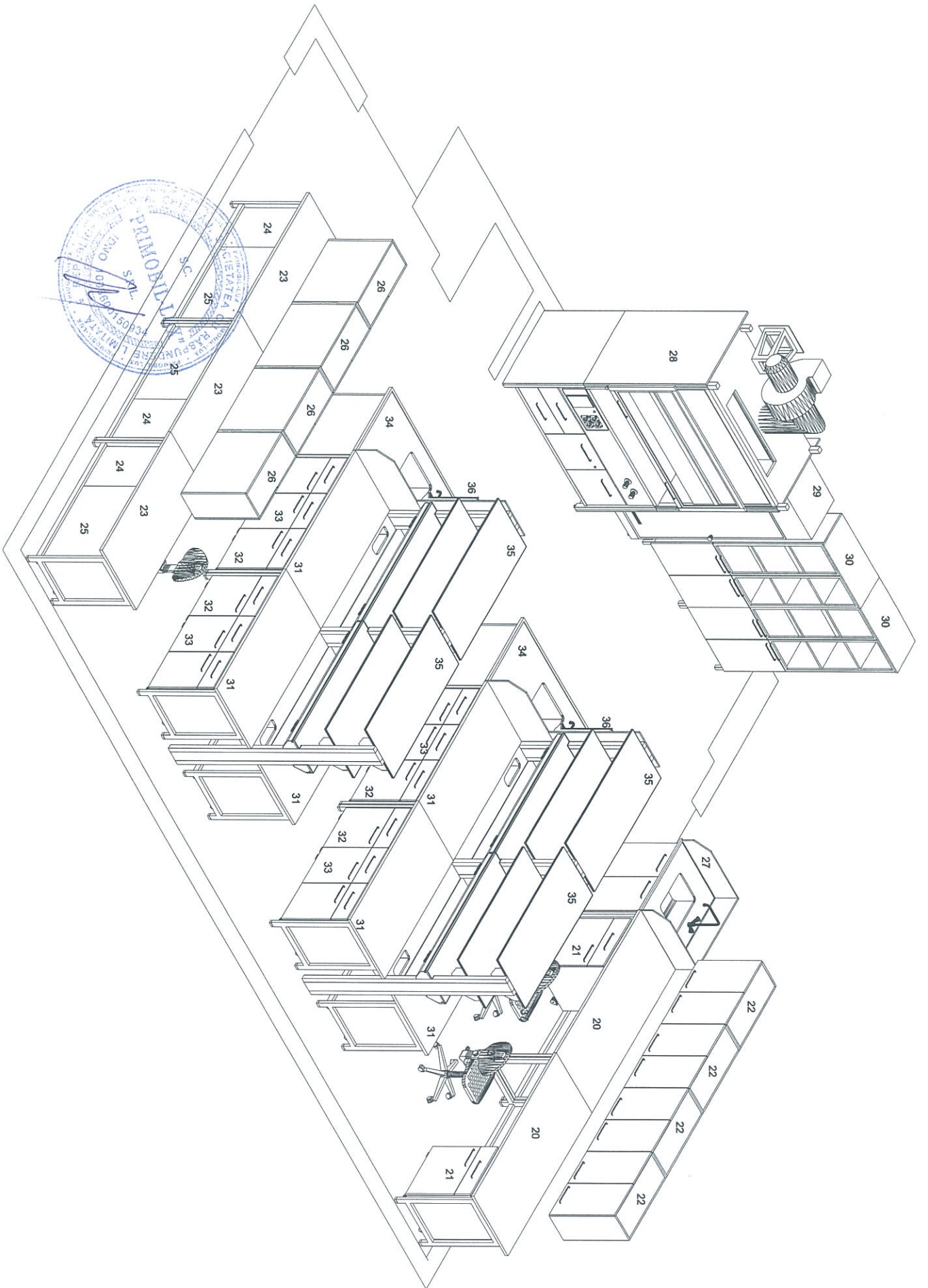
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