

Terms and Conditions of Supply

Project Name: **“Strengthening Tuberculosis control and reducing AIDS related mortality in the Republic of Moldova”**

Purchaser: **Public Institution “Coordination, Implementation and Monitoring Unit of the Health System Projects”**

Package No: **# 139/GD/H**

1. Prices and Schedules for Supply

The Supplier acknowledges that he will also be responsible for:

- a) Delivery of goods to the consignee address (according the Delivery Schedule)

LOT I. “Condoms Extra Strong”:

No	Item	Q-ty	Unit Price DDP Chisinau, [MDL]	Total Price DDP Chisinau, [MDL]	Delivery Time
1.	Prezervative cu duritatea sporita (Condoms Extra Strong)	425 652	1.80	766173.60	Quarterly, based on the Order Note of Purchaser <i>The first delivery within 60 calendar days from signing the contract.</i>
TOTAL:				766173.60	

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

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance. We are confirming that the prices do not include the custom duties, excise-duty, custom procedures tax and Value Added Tax (VAT) in Moldova.
3. Country of Origin: The goods offered should have their origin in World Bank member countries, and you will be required to furnish a certificate of origin for each item.
4. Delivery Schedule: The products will be delivered *in the 2-3 tranches*, based on the Order Note sent to the Provider by the Purchaser(PCIMU), to projects / NGOs carrying out risk mitigation activities throughout the Republic of Moldova (right bank). *The quantity of products per syringe type in each delivery will be different, according to the requests received from the beneficiaries*

The first delivery should not exceed **60** calendar days from contract signature. The delivery period will last no more than 2 weeks after the Seller has announced the availability of the delivery of the goods..

The delivery will be made by the Supplier at the address indicated by the PCIMU, without incurring additional handling and handling costs.

The delivery should be completed as per delivery conditions from the Terms and Conditions of Supply from the date of signing of contract.

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

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

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

14. Required Technical Specifications

(i) **General Description**

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

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

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

15. Failure to Perform: The Purchaser may cancel the Contract if the Supplier fails to deliver the goods and provide Related Services, in accordance with the above terms and conditions, in spite of a 10 day notice given by the Purchaser, without incurring any liability to the Supplier.
16. Delays: If the Supplier fails to deliver any or all of the goods by the date of delivery or perform the Related Services within the period specified in the Contract (as provided by Delivery schedule above), the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of **0.1%** of the delivered price of the delayed goods or unperformed services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage of ten **(10)%** of the contract price.
17. Fraud and Corruption: It is the Global Fund's policy to require that all bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Global Fund-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts.¹ Under these circumstances the Global Fund has developed a **Code of Conduct for Suppliers** which is aimed to insure that Suppliers and Suppliers Representatives will participate in procurement process in a manner that is transparent, fair, accountable and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice. The detailed document (Code of Conduct for Suppliers) can be found and must be read on the web site: https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf
18. As bidder, we hereby confirm that we have read the Code of Conduct for Suppliers as stated in clause 17 above and by our below signature we assume the responsibility on the actions taken by us within this procurement.

NAME OF SUPPLIER_____TRIUMF-MOTIV SRL_____

Authorized Signature and Stamp _____ Place: _____ Date: _____

03.01.2023

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

Specific details and technical standards

LOT I. “Condoms Extra Strong”:

№	Name of product	Minimal requirements/technical specifications	Offered specifications	Manufacturer (name & country)
1.	Prezervative cu duritatea sporita Condoms (male) Extra Strong	Precalificare în conformitate cu standardele OMS/UNFPA https://www.unfpaprocurement.org/prequalification-programme https://www.unfpa.org/resources/unfpa-prequalified-male-condom-manufacturing-sites <u>Grosimea peretelui</u> – mai mare sau egală cu 0,1mm <u>Lungimea</u> – minimum 180 mm – maximum 200mm <u>Lărgimea</u> – minimum 52 mm – maximum 55mm <u>Forma de prezentare si materiale de împachetare:</u> - împachetat individual, a câte: 3, 6 sau 12 unități în cutie; - ambalajul individual si marcarea în conformitate cu cerințele OMS/UNFPA; - ambalajul individual și cutia vor fi marcate cu inscripție adițională: ”SE DISTRIBUIE GRATUIT” Termen de valabilitate restant - minim 24 luni de la data livrării	Grosimea peretelui – mai mare sau egală cu 0,1mm Lungimea – minimum 180 mm – maximum 200mm Lărgimea – minimum 52 mm – maximum 55mm Forma de prezentare si materiale de împachetare: - împachetat individual, a câte: 3, 6 sau 12 unități în cutie; - ambalajul individual si marcarea în conformitate cu cerințele OMS/UNFPA; - ambalajul individual și cutia vor fi marcate cu inscripție adițională: ”SE DISTRIBUIE GRATUIT” Termen de valabilitate restant - minim 24 luni de la data livrării	Fitone Healthcare BVBA
Certification and Quality standards requirements		• Certificat ISO 13485 • Confirmarea de corespundere standardelor ISO 4074 (4074:2014) • Declarație de Conformitate CE (Directiva C93/42/EEC pentru dispozitive medicale) <i>UCIMP DS își rezervă dreptul de a solicita și alte documente în cadrul evaluării.</i>		

- All presented certificates should be valid

- **All goods will be tested by the beneficiary.**
- **The goods will be accepted and the acts of receipt will be signed upon positive lab testing performed by beneficiary.**

NAME OF SUPPLIER_____TRIUMF-MOTIV SRL_____

Authorized Signature and Stamp_____

Place:

Date:03.01.2023