
CONTRACT no. MD-MHLSP-212232-GO-DIR

*Procurement of Medical Equipment
(Oxygen generators, 54,5 mc/h)*

Project: *Moldova Emergency COVID-19 Project*

Purchaser: *Ministry of Health, Labor and Social Protection*

Country: *Republic of Moldova*

Contract Agreement

THIS AGREEMENT made the 26 day of *January, 2021*.

BETWEEN

- (1) **Ministry of Health, Labor and Social Protection (MoHLSP) of the Republic of Moldova**, having its principal place of business at #2 Vasile Alecsandri str., MD 2009, Chisinau, Republic of Moldova (hereinafter called "the Purchaser"), of the one part, and
- (2) **"Romedcom" Ltd**, a corporation incorporated under the laws of the Republic of Moldova and having its principal place of business at # 6 Sciusev street, MD-2001, Chisinau, Republic of Moldova (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, *Procurement of Medical Equipment (Oxygen Generators, 54,5 mc/h)* and has accepted a quotation by the Supplier for the supply of those Goods and Services

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 Award of Contract
 - (b) the Supplier's quotation
 - (c) Conditions of Contract
 - (d) the Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed 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 Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[the Purchaser's country, unless agreed otherwise]* on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

For and on behalf of the Purchaser:

Signed:

✓ *J. Zatic*



Name: **Mrs. Tatiana ZATIC**

in the capacity of State Secretary of Minister of Health, Labor and Social Protection of the RM

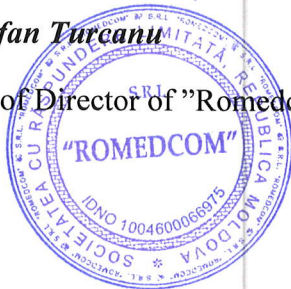
For and on behalf of the Supplier:

Signed:

Stefan Turcanu

Name: **Mr. Stefan Turcanu**

in the capacity of Director of "Romedcom" Ltd



Conditions of Contract

<p>1. Definitions</p>	<p>1.1 <i>The following words and expressions shall have the meanings hereby assigned to them:</i></p> <p>(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(b) “CC” means the Conditions of Contract.</p> <p>(c) “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.</p> <p>(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(f) “Day” means calendar day.</p> <p>(g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(h) “CC” means the Conditions of Contract.</p> <p>(i) “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.</p> <p>(j) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.</p> <p>(k) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</p> <p>(l) “Purchaser’s Country” is the country specified in the CC 2.</p> <p>(m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation,</p>
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		<p>training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.</p> <p>(n) “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.</p> <p>(o) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(p) “The Project Site,” where applicable, means the place named in the CC.</p>
2. Purchaser, Purchaser’s Country, Project Site/Final Destination	2.1 2.2 2.3	<p><i>The Purchaser is: Ministry of Health, Labor and Social Protection</i></p> <p><i>The Purchaser’s Country is: the Republic of Moldova</i></p> <p><i>The Project Site(s)/Final Destination(s) is/are: As per MoHLSP distribution list</i></p>
3. Incoterms	3.1	<i>The edition of Incoterms that shall apply is: Incoterms 2020</i>
4. Notices and Addresses for notices	4.1	<p><i>Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</i></p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>Natalia Belicov Project Coordinator/Procurement Specialist Moldova Emergency COVID-19 Project, Ministry of Health, Labor and Social Protection #2 Vasile Alecsandri str., MD 2009, Chisinau, Republic of Moldova Natalia.belicov@msmps.gov.md</i></p> <p><u>Address for notices to the Supplier:</u></p> <p><i>„Romedcom” Ltd Mincev Olga Public Procurement specialist Chisinau, 16 Sciusev street, off.6 romedcom@gmail.com</i></p>

5. Governing Law	5.1 The Contract shall be governed by and interpreted in accordance with the laws of "the Purchaser's Country".
6. Settlement of Disputes	6.1 Contracts with Supplier national of the Purchaser's Country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.
7. Shipping and other documents to be provided	7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Details of Shipping and other Documents to be furnished by the Supplier are: <ul style="list-style-type: none"> - <i>Handover receipt;</i> - <i>Invoice (in the Contract currency);</i> - <i>Fiscal bill (in Leu Moldovenesc);</i> - <i>Copy of CE Declaration of conformity or</i> - <i>Copy of the Certificate of registration in the country of origin for non EU countries;</i> - <i>Quality test report or certificate of quality if applicable (copy);</i> - <i>ISO certificate, if applicable (instead of copy of CE Declaration of conformity);</i> The above documents shall be received by the Purchaser: (i) on shipment.
8. Contract Price	8.1 The Contract Price is specified in Price Schedule 4. 8.2 The unit 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 and accepted by the Purchaser.
9. Terms of payment	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: The Purchaser "shall not", process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing. Payment for Goods and Services shall be made in Moldovan leu, as follows: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract upon submission of a claim for the amount. (ii) On Delivery and Acceptance: Ninety (90) percent of the Contract Price shall be paid on receipt of the Goods and of the acceptance certificate for the Goods and the Related Services, (in

	<p>accordance Schedule 1.) issued by the Purchaser and within 15 days after submission of the documents specified in CC 7.</p> <p>9.2 For the purpose of payment, the Supplier's bank account details are:</p> <p><i>Name of the Bank: BC "Moldova Agroindbank" S:A.</i></p> <p><i>Bank Address: Chisinau, 9 Constantin Tanase Street</i></p> <p><i>IBAN: MD87AG000000022513656045</i></p> <p><i>Swift: AGRNMD2X</i></p> <p><i>Fiscal Code: 1004600066975</i></p>
<p>10. Taxes and Duties</p>	<p>10.1 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.</p> <p>10.2 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.</p> <p>10.3 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.</p>
<p>11. Performance Security</p>	<p><i>Not Applicable</i></p>
<p>12. Subcontractors</p>	<p>12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>
<p>13. Specifications and Standards</p>	<p>13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications 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.</p>
<p>14. Packing, marking and documentation</p>	<p>14.1 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</p>

	destination and the absence of heavy handling facilities at all points in transit.
15. Insurance cover	15.1 <i>The insurance coverage shall be as specified in the Incoterms.</i>
16. Transportation	16.1 <i>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</i>
17. Site of inspections and tests	17.1 <i>The inspections and tests shall be conducted at: Manufacturer premises</i>
18. Delivery Date and Completion Date	18.1 <i>The Delivery Date of the Goods shall be: 60 days from the date of contract signature.</i> 18.2 <i>The Completion Date of Related Services shall be: 14 days from the delivery date.</i>
19. Liquidated damages and bonuses	19.1 The liquidated damage shall be 0,5 % of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. The maximum amount of liquidated damages shall be 10 % of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
20. Warranty	20.1 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. 20.2 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. 20.3 The warranty shall remain valid for 24 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for 26 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. 20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be five (5) days. 20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, 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. For purposes of the warranty, the place(s) of final destination(s) shall

	be: <i>In accordance with MOHLSP distribution list.</i>
21. Copyright	21.1 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.
22. Fraud and Corruption	<p>22.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.</p> <p>22.2 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 request for quotations 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.</p>
23. Inspections and Audit by the Bank	23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) 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).
24. Limitation of Liability	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(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.</p>
25. Force Majeure	25.1 The Supplier shall not be liable for forfeiture of its

	<p>Performance Security (if required), 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.</p> <p>25.2 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, and freight embargoes.</p> <p>25.3 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.</p> <p>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p>26. Termination</p>	<p>26.1 Termination for Default</p> <p>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:</p> <ul style="list-style-type: none"> (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; (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, in competing for or in executing the Contract. <p>In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable 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 if applicable. However, the Supplier shall</p>

	<p>continue performance of the Contract to the extent not terminated.</p> <p>26.2 Termination for Convenience</p> <p>(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.</p> <p>(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:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.</p>
27. Forced Labor	<p>27.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.</p> <p>27.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
28. Child Labor	<p>28.1 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>28.2 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental,</p>

	<p>spiritual, moral, or social development.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
29. Health and safety obligations	<p>29.1 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.</p>
30. Final provisions	<p>30.1 After installing the oxygen station, the economic agent is obliged to hand over the service manuals, access keys, pin codes, passwords and user manuals in Romanian for each component part of the station.</p>

Attachment A to the Conditions of Contract

Fraud and Corruption

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and 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.

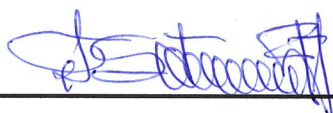
¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer 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.

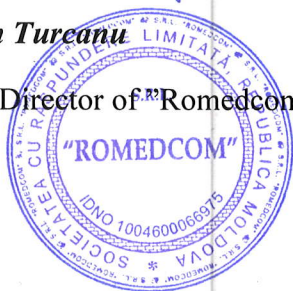
For and on behalf of the Supplier:

Signed:



Name: *Mr. Stefan Tureanu*

in the capacity of Director of "Romedcom" Ltd



Schedule 1.
Table 1.1 List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP)	Place of Final Destination (Project Site)	Applicable Incoterms	Delivery Period from Date of
1.	Oxygen Generators (54,5 mc/h)	4	units	Chisinau, Republic of Moldova	<i>As per Ministry of Health Labor and Social Protection distribution list (attached)</i>	Incoterms 2020	60 days from the date of contract signature
2.	Container (electrical and pneumatic connections, tubes and pipes)	4	units	Chisinau, Republic of Moldova	<i>As per Ministry of Health Labor and Social Protection distribution list (attached)</i>	Incoterms 2020	60 days from the date of contract signature

Table 1.2 Delivery Schedule

Line Item N°	Description of Goods	Physical unit	Total Quantity required	Delivery period and minimum quantity requirements			
				Periods 1: <i>Within 45 days from the date of contract signature</i>		Period 2: <i>within 15 days from the end of period 1</i>	
				Minimum acceptable quantity	Maximum quantity required for period	Minimum acceptable quantity	Maximum quantity required for period
1.	Oxygen Generators (54,5 mc/h)	units	4	2	2	2	2
2.	Container (electrical and pneumatic connections, tubes and pipes)	units	4	2	2	2	2

Schedule 2

Technical Specifications

Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
1.	Oxygen Generators (54,5 mc/h)	<i>As per Specification Sheet</i>
2.	Container (electrical and pneumatic connections, tubes and pipes)	

Stație de producere a oxigenului care va genera oxigen utilizat în scop medical, min. 44 mc/h	
1. Stație de producere a oxigenului medical	1 buc.
Metoda de obținere a oxigenului	Pressure Swing Adsorption (PSA)
Puritatea oxigen	93%, +/- 3 %
Debit de oxigen la concentrația de 93%	≥ 44 mc/ora
Reductor presiune la ieșire din rezervorul de oxigen ce va opera la valori cuprinse între	0,1 – 7,0 bar
Alimentarea electrică	220 / 50 V / Hz
Presiune intrare aer comprimat	5-7 bar
Instalația să nu afecteze mediul înconjurător și stratul de ozon	da
Temperatura de funcționare, cu valorile cuprinse între	+5°C - +45°C
Panou central de comandă	da
Monitorizarea continuă a presiunii de intrare a aerului comprimat în generatorul de oxigen	da
Monitorizarea continuă a presiunii de ieșire a oxigenului din generatul de oxigen	da
Monitorizarea permanentă a purității oxigenului produs de generator – afișare dublă	da, prin intermediul unui senzor paramagnetic / zirconium
Monitorizarea temperaturii aerului la intrarea în generator	da
Monitorizarea continuă a presiunii de încărcare a tancurilor de separare	da
Monitorizarea de la distanță prin interfață TCP / IP a parametrilor de bază	da
Soft PC inclus pentru monitorizare de la distanță prin interfața TCP/IP, cu licență nelimitată	da, înscris pe CD sau flash

Monitorizarea permanentă a debitului instantaneu de oxigen în rețea (litri/minut sau m3/oră)	da
Monitorizarea permanentă a presiunii oxigenului în rețeaua spitalului	da
Monitorizarea permanentă a timpului de funcționare a generatorului	da
Alarmare acustică și vizuală la scăderea purității oxigenului sub limita de 90%	da
Alarma acustică și vizuală la scăderea presiunii de intrare a aerului comprimat în generator	da
Alarmarea acustică la creșterea peste limita admisă a temperaturii în interiorul generatorului	da
Memorarea internă a datelor și parametrilor de funcționare	da
Memorarea internă a alarmelor cu data și ora care s-au produs	da
Port USB/SD pentru colectarea datelor și parametrilor de funcționare și stocarea lor în PC	da
Senzor de presiune la intrare și la ieșire	da
Marcaj de conformitate tip CE	da
Montat prealabil în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da
UPS cu sistem de stabilizare a tensiunii	da
2. REZERVOR DE OXIGEN	1 buc.
Sa se indice modelul oferit	<i>modelul oferit</i>
Capacitatea	Min. 2000 litri
Rezervor special destinat pentru oxigen	da
Presiunea maximă de lucru suportată de vas	11 bar
Supapă de siguranță și manometru de presiune	da
Marcaj de conformitate tip CE	da
Montat prealabil în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da
Produs conform Directivei Europene	97/23/EEC-oxigen, comp. 1 2014/68/CE
3. SISTEM FILTRARE OXIGEN MEDICAL	1 buc.
Sa se indice modelul oferit	<i>modelul oferit</i>
Debit filtrare oxigen	min. 7 bar
Presiune de lucru maximal	min. 11 bar
Filtru reținere particule solide	Până la 0,01 μm
Manometru indicator colmatare	da
Montat prealabil în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da
Marcaj de conformitate tip CE	da
4. SISTEM AER COMPRIMAT	1 buc.

Compresor profesional	da
Calitatea aerului comprimat să corespundă standartelor	ISO 1217 sau ISO 8573 – 1:2010 – 1.4.1
Presiune de lucru normala, reglabila	Min. 10 bar
Debit	≥ 7.7 m ³ /min.
Alimentare electrică	380 / 50 V / Hz
Putere motor in diapazon	45 -55 kW
Clasa izolare / grad protecție motor	F / IP 55
Nivel de zgomot	Max 75 dB (A)
Temperatura mediului ambiant	+5°C – 45°C
Control al rotației (protejat la inversarea de faze)	da
Valvă de admisie electropneumatică	da
Elemente de siguranță pentru supraîncălzire compresor – motor, alarmă la 105°C, oprire la 110°C	da
Sistem repornire automată în caz de cădere de curent	da
Sistem comandă electronic cu display	da, ecran min. 3 inch
Monitorizarea de la distanță prin interfață TCP / IP (transmission control protocol / internet protocol)	da
Soft PC inclus pentru monitorizare de la distanță prin interfața TCP/IP, cu licență nelimitată	da, înscris pe CD sau flash
Sistem intern de autodiagnosticare și afișare erori	da
Indicatori pentru: presiune și temperatură	da
Contor pentru : număr total de ore de operare și pentru număr total de ore pe faza de încărcare	da
Montat prealabil în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da
Robinet sferic	da
Marcaj de conformitate tip CE	da
5. SISTEM USCARE AER COMPRIMAT	1 buc.
Sa se indice modelul oferit	<i>modelul oferit</i>
Presiunea normala de lucru	min. 7 bar
Presiune de lucru suportată de vas	min. 12 bar
Capacitate de uscare	min. 630 mc/ora
Agent frigorific	Ecologic
Punct de rouă garantat	+3 - +5°C
Senzor pentru măsurarea punctului de rouă	da
Alarmarea în momentul depășirii punctului de rouă	da
Alimentare electrică	220 / 380 / 50 V / Hz
Temperatura mediului ambiant	+5 - +40°C
Separator de condens cu purjare automată	da
Uscătorul să funcționeze în regim continuu	da

Montat prealabil în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da
Marcaj de conformitate tip CE	da
6. REZERVOR DE AER COMPRIMAT	1 buc.
Sa se indice modelul oferit	<i>modelul oferit</i>
Rezervor galvanizat	da
Capacitatea	Min. 2000 litri
Presiunea maximă de lucru suportată de vas	min. 12 bar
Supapă de siguranță și manometru de presiune	da
Separator de condens cu purjare automată	<i>da, modelul oferit</i>
Montat prealabil în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da
Marcaj de conformitate tip CE	da
Galvanizare fierbinte împotriva coroziei în conformitate cu	ISO 1461
Produs conform Directivei Europene	PED 97 / 23 / EEC
7. SISTEM FILTRARE AER COMPRIMAT	1 buc.
1. Filtru grosier, sa se indice modelul oferit	<i>da, modelul oferit</i>
Filtrare, debit la 7 bar, capacitate	min. 630 mc/ora
Cantitate max. de ulei remanent	0,07 mg/m ³
Presiune de lucru	min. 12 bar
Filtru reținere particule solide	Până la 0,1 μm
Manometru indicator colmatare	da
2. Filtru de înaltă eficiență	<i>da, modelul oferit</i>
Filtrare, debit la 7 bar, minim	min. 630 mc/ora
Presiune de lucru	min. 12 bar
Reținere particule solide, până la	0,01 μm
Cantitate max. de ulei remanent	0,01 mg/m ³
Manometru indicator colmatare	da
3. Turn de carbon pentru vapori de ulei și mirosuri	<i>da, modelul oferit</i>
Filtrare, debit la 7 bar, minim	min. 630 mc/ora
Presiune de lucru	min. 12 bar
Cantitate max. de ulei remanent	0,003 mg/m ³
Montat prealabil în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da
Marcaj de conformitate tip CE	da
8. Filtru medical steril	<i>da, modelul oferit</i>
9. Container sau construcție din panouri tip sandwich	1 buc.
Totate sistemele în ansamblu (1-8) să fie montate în container sau să fie montat pe loc la beneficiar o construcție din panouri tip sandwich	da

Sistem de climatizare calculat astfel încât să mențină temperatura optimă în interiorul containerului strict în conformitate cu recomandărilor prevăzute de producător	da
Containerul sau construcția să fi instalat sub cerul liber, se va ține cont de hidroizolare și termoizolare	da
Panou cu automate pentru conectarea cablului de tensiune trifazat și monofazat	da
Sistem de iluminare pe interior	da
Containerul sau construcția să fi tratat și vopsit pe suprafață cu scop de prevenire a coroziunii	da
10. Rampa cu buteliile de rezervă	da, modelul oferit
Sistem de distribuție a oxigenului din butelii de 40 l	da
Debit total	≥ 60 m ³ h
Amplasare butelii: 2x2	da
Panou de schimbare a colectoarelor automat	da
Rampa de conectare la presiune înaltă cu supapa de retur (4 butelii)	da, 4 butelii
Conectarea rampelor la sistemul de reducere-2 unitati	da
Conectarea buteliilor la rampe	4 butelii
Sistem de fixare de protecție pentru 4 butelii	da
Standard: HTM 02-01	da
Butelii de oxigen incluse	da, 4 butelii
CERINȚE FAȚĂ DE INSTALAȚIA DE OXIGEN	
Să fie inclus toate conductele necesare (țavă - 20metri, cablu electrici - 20metri, etc.) pentru conectarea, instalarea și buna utilizare a stației de oxigen la rețeaua existentă în dotare	da
Toate aprobările și autorizările necesare pentru instalare și punerea în exploatare a stației de oxigen sunt efectuate de agentul economic.	da
Să dețină certificat privind conformitatea cu ISO 9001:2008 (Managementul calității)	da
Echipamentele trebuie să fie în totalitate conforme cu standardele naționale și internaționale purtătoare de marcaj CE. Pentru toate modulele stației sunt necesare prezentarea certificatelor de calitate CE.	da
Termen de garanție	Min. 24 luni
Timpul de intervenție în caz de avariere	max. 3 ore
Toate componentele sistemului să fie noi (neutilizate)	da
Instruirea unui bioinginer în procesul de utilizare tehnica a sistemului cit și de efectuarea lucrărilor de mentenanță preventivă și corectivă. După instalarea stației agentul economic este obligat să predea cheile de acces, pin codurile, parolele și manulele de utilizare în limba română	da, obligatoriu

Suport tehnic din partea companiei cistigatoare pentru procesul de utilizare sistemului cit si de efectuarea lucrarilor de mentenanta preventiva si corectiva	Min. 24 luni
Sa fie inclus toate consumabilele (ulei, filtre, etc.) pentru buna functionare a sistemului in decurs de doi ani	da, doi ani
Prezentarea graficului de inlocuire a tuturor consumabilelor, piselor necesare conform recomandarii producatorului pe parcursul a 5 ani, cu indicarea pretului pentru fiecare pozitie	da

Other requirements:

After installing the oxygen station, the economic agent is obliged to hand over the service manuals, access keys, pin codes, passwords and user manuals in Romanian for each component part of the station.

Schedule 3. Price Schedule

Table 1. Goods to be supplied from outside the Purchaser's country

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 EURO	CIP (Col. 5x6) EURO	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 the invitation for direct contracting EURO	Total Price per Line item (Col. 7+8) EURO
1.	Oxygen Generators (54,5 mc/h)	Germany/Be lgium	60 days from the date of contract signature	4	115 790,00	463 160,00	1 640,00	464 800,00
							Offered Price VAT 0	464 800,00

Price Schedule 2

Goods to be supplied from within the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW EURO	Total EXW price per line item (Col. 4x5) EURO	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in the invitation for direct contracting	Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7) EURO
1.	Container (electrical and pneumatic connections, tubes and pipes)	60 days from the date of contract signature	4	53 300,00	213 200,00	N/A	N/A	213 200,00
							Offered Price, VAT 0	213 200,00

Table 2: Related Services

1	2	3	4	5	6	7	
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price, Euro	Total Price per Service, Euro
1	<i>Installation</i>	Installation on customer site	Republic of Moldova	14 days from the delivery date	4	10 000,00	40 000,00
2	<i>Training for health workers</i>	Medical staff training	Republic of Moldova	5 days after installation	4 (3 health workers from each institution)	500,00	2 000,00
3	<i>Maintenance</i>	Maintenance during warranty period	Republic of Moldova	24 months	4	10 000,00	40 000,00
						Total Price	82 000,00

Schedule 4 Total Price

The total cost for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 3. Table 1.	678 000,00
Related Services: Price Schedule 3. Table 2	82 000,00
Total Price	760 000,00 EURO

Distribution List

Denumire beneficiar Instituția Medico-Sanitară Publică	Unități de radiografie mobile (buc.)
IMSP SCM „Sfânta Treime”;	1
IMSP SCR „Timofei Moșneaga”;	1
Institutul de Medicină de Urgență;	1
IMSP Spitalul Clinic Bălți.	1



**MINISTERUL
SĂNĂTĂȚII, MUNCII ȘI
PROTECȚIEI SOCIALE
AL REPUBLICII MOLDOVA**



**MINISTRY
OF HEALTH, LABOUR AND
SOCIAL PROTECTION OF THE
REPUBLIC OF MOLDOVA**

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www.mmps.gov.md

25.01.2021 Nr. 21-17/148P.

La nr. _____ din _____

To: **Mr. Stefan Turcanu**
“Romedcom” SRL

Letter of Award of Contract

Subject: **Notification of Award of Contract No. MD-MHLSP-212232-GO-DIR**

In reference to the Invitation for Direct Contracting No. MD-MHLSP-212232-GO-DIR dated January 14, 2021, for Procurement of Medical Equipment (Oxygen Generators, 54,5 mc/h), your Offer No. MD-MHLSP-212232-GO-DIR dated January 20th, 2021 in the amount of **760 000,00 EURO** has been accepted.

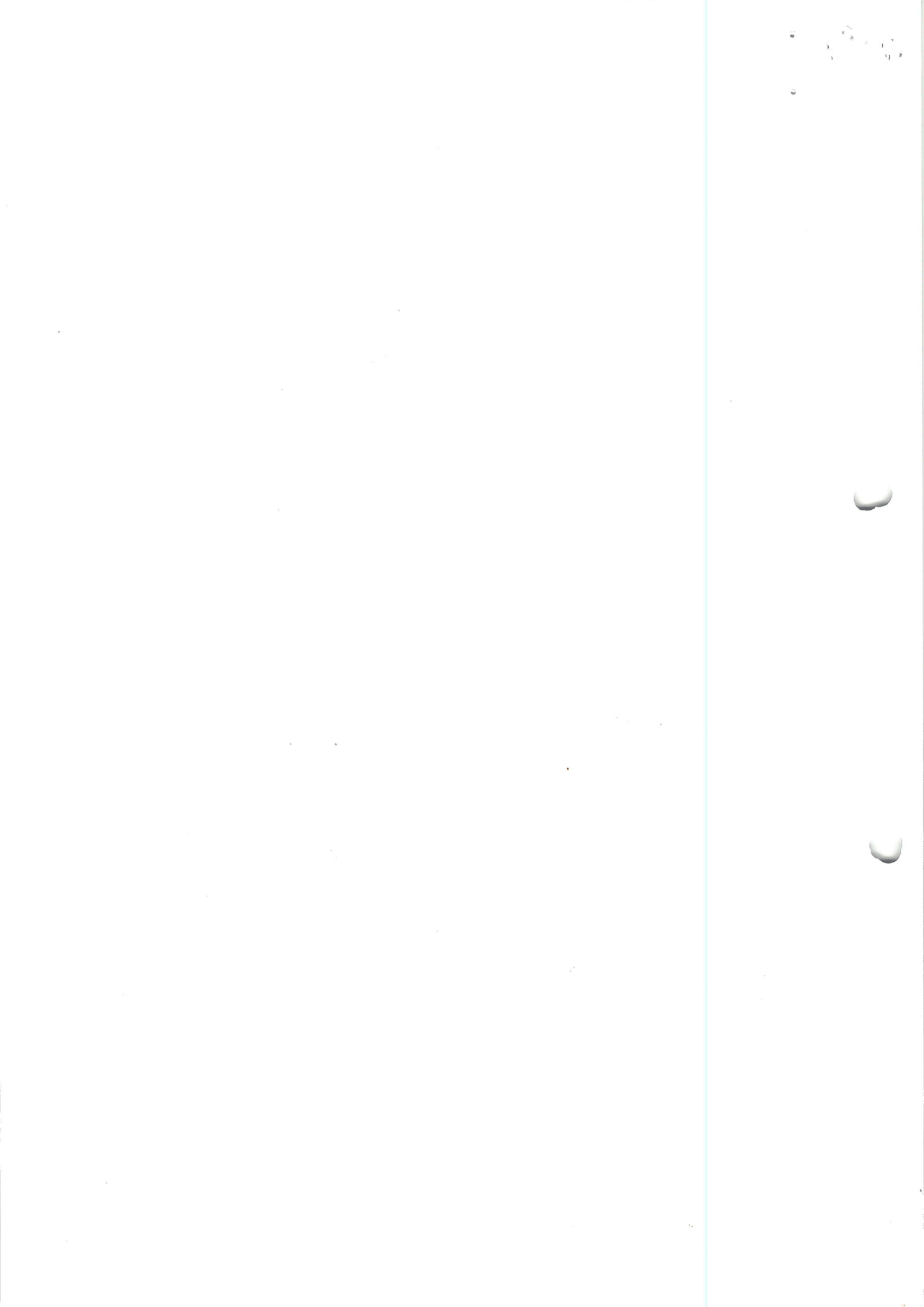
Please find inclosed herewith the Contract. You are requested to sign the contract within *2 days*.

Authorized Signature: _____

Name and Title of Signatory: **Mrs. Tatiana ZATIC, State Secretary**

Name of Agency: **Ministry of Health, Labor and Social Protection of the RM**

Attachment: Contract



AMENDMENT No. 1

to the Contract no. MD-MHLSP-212232-GO-DIR

Procurement of Medical Equipment

(Oxygen generators, 54,5 mc/h)

The present Amendment no.1 is signed on February 24th, 2021, by and between Ministry of Health, Labor and Social Protection of the Republic of Moldova, represented by Mrs. Tatiana Zatic, State Secretary, (“the Purchaser”) having its principal place of business at #2 Vasile Alecsandri str., MD 2009, Chisinau, Republic of Moldova, , tel: + (373 22) 72 92 07, fax: + (373 22) 73 87 81, and ”Romedcom” Ltd., represented by Mr. Stefan Turcanu, Director (“the Supplier”) having its principal place of business at # 16 Sciusev street, office 6, MD-2001,Chisinau, Republic of Moldova.

Any modification applied by this amendment is mandatory for each party of the Contract, all other not modified provisions will remain mandatory.

Through the present Amendment, the following changes will be applied to the *Contract*:

1. **Clause 18.1, Delivery Date and Completion Date** is modified and will be read as follows:

The Delivery Date of the Goods shall be: **160 days from the date of contract signature.**

2. **Schedule 1. List of Goods and Delivery Period** is modified and will be read as follows:

Table 1.1 List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP)	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW, FCA etc.)	Delivery Period from Date of
1.	Oxygen Generators (54,5 mc/h)	6	units	Chisinau, Republic of Moldova	As per Ministry of Health Labor and Social Protection distribution list (attached)	Incoterms 2020	160 days from the date of contract signature
2.	Container (electrical and pneumatic connections, tubes and pipes)	6	units	Chisinau, Republic of Moldova	As per Ministry of Health Labor and Social Protection distribution list (attached)	Incoterms 2020	160 days from the date of contract signature

Table 1.2 Delivery Schedule

Line Item N°	Description of Goods	Physical unit	Total Quantity required	Delivery period and minimum quantity requirements			
				Periods 1: <i>Within 80 days from the date of contract signature</i>		Period 2: <i>within 80 days from the end of period 1</i>	
				Minimum acceptable quantity	Maximum quantity required for period	Minimum acceptable quantity	Maximum quantity required for period
1.	Oxygen Generators (54,5 mc/h)	units	6	4	4	2	2
2.	Container (electrical and pneumatic connections, tubes and pipes)	units	6	4	4	2	2

3. **Schedule 3. Price Schedule** is modified and will be read as follows:

Table 1. Goods to be supplied from outside the Purchaser's country

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 EURO	CIP (Col. 5x6) EURO	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 the invitation for direct contracting EURO	Total Price per Line item (Col. 7+8) EURO
1.	Oxygen Generators (54,5 mc/h)	Germany/Belgium	160 days from the date of contract signature	6	115 790,00	694 740,00	2 460,00	697 200,00
							Offered Price	697 200,00
							VAT 0	

4. **Schedule 3. Price Schedule 2** is modified and will be read as follows:

Goods to be supplied from within the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW EURO	Total EXW price per line item (Col. 4x5) EURO	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in the invitation for direct contracting	Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7) EURO
1.	Container (electrical and pneumatic connections, tubes and pipes)	160 days from the date of contract signature	6	53 300,00	319 800,00	N/A	N/A	319 800,00
							Offered Price, VAT 0	319 800,00

5. **Schedule 3. Price Schedule** is modified and will be read as follows:

Table 2: Related Services

1	2	3	4	5	6	7	
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price, Euro	Total Price per Service, Euro
1	<i>Installation</i>	Installation on customer site	Republic of Moldova	14 days from the delivery date	6	10 000,00	60 000,00
2	<i>Training for health workers</i>	Medical staff training	Republic of Moldova	5 days after installation	6 (3 health workers from each institution)	500,00	3 000,00
3	<i>Maintenance</i>	Maintenance during warranty period	Republic of Moldova	24 months	6	10 000,00	60 000,00
						Total Price	123 000,00

6. **Schedule 4. Total Price** is modified and will be read as follows:

The total cost for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 3. Table 1.	1 017 000,00
Related Services: Price Schedule 3. Table 2	123 000,00
Total Price	1 140 000,00 EURO

7. **Distribution List** is modified and will be read as follows:

Denumire beneficiar Instituția Medico-Sanitară Publică	Unități de radiografie mobile (buc.)
IMSP SCM „Sfânta Treime”;	1
IMSP SCR „Timofei Moșneaga”;	1
Institutul de Medicină de Urgență;	1
IMSP Spitalul Clinic Bălți.	1
IMSP SCM ”Sf. Arh. Mihail”	1
IMSP Institutul Mamei și Copilului	1

For and on behalf of the Purchaser:

Signed:

Name: **Mrs. Tatiana ZATIC**

in the capacity of Minister of Health,

Labor and Social Protection of the RM

For and on behalf of the Supplier:

Signed:

Name: **Mr. Stefan Turcanu,**

in the capacity of Director,

”Romedcom” Ltd.”

