

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: **# 120/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 of the Beneficiary: mun. Chisinau, str. Costiujeni, 5/1 (SDMC).

LOT I. “Printer/scaner”:

No	Item	Q-ty	Unit Price DDP Chisinau, [MDL]	Total Price DDP Chisinau, [MDL]	Delivery Time	Consignee
1.	Printer/scanner	8	3.750,00	30.000,00	Within 30-45 calendar days from the date of contract signing	SDMC mun. Chisinau, str. Costiujeni, 5/1
	TOTAL:			30.000,00		

Note: *In case of discrepancy between unit price and total derived from unit price, the correction will be done as provided in Paragraph 8 (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 delivery should be completed as per delivery conditions from the Terms and Conditions of Supply from the date of signing of contract.

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

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 SC «Venomnet Lux» SRL

Authorized Signature and Stamp



Place: Chișinău, R. Moldova
Date: 2023 January, 23

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. "Printer/scaner":

Nº	Name of product	Minimal requirements/technical specifications		Offered specifications	Manufacturer
1	Printer /Scanner All in One HP Laser MFP 135W (4ZB83A)	Functions	Printer & Scanner	Mono Printer/copier/color Scanner, Print Tehnology: laser, B&W Duplex printing, Manual (driver support provided) Print resolution: Up to 1200x1200 dpi Copy resolution: Up to 600x600 dpi Scan resolution: Up to 600x600 dpi Enhanced scan resolution: Up to 4800x4800 dpi Print speed black, 20 ppm, Paper handling input, standard: 150 sheet tray Media sizes supported: A4; A5; A5 (LEF); B5 (JIS); Oficio; Envelope (DL, C5) Memory: 128 Mb Duty cycle (monthly, letter), Up to 10,000 pages Connectivity, standard Hi-Speed USB 2.0; Wireless 802.11 b/g/n Compatible Operating Systems, Windows® 7 or higher (32/64-bit), 2008 Server R2, 8 (32/64-bit), 8.1 (32/64 bit), 10 (32/64-bit), 2012 Server, 2016 Server; macOS v10.14 Mojave, macOS v10.13 High Sierra, macOS v10.12 Sierra, OS X v10.11 El Capitan 5 Replacement cartridges, W1106A HP 106A Black Original Laser Toner Cartridge(1,500 pgs) Included in the box: HP Laser MFP 135w Printer; Preinstalled introductory HP Laser Black print cartridges (500 pages); Setup guide; Reference guide; Regulatory statements flyer; Power cord; USB cable	Hewlett Packard Made in China
	Technology	Laser, B&W			
	Quality	At least 600 X 600 DPI			
	Speed	At least 20 ppm			
	Paper trays	At least 150 Sheet tray			
	Media size	B5-A4			
	Standard memory	At least 32 MB			
	Monthly capacity	Min 2 000 Pages			
	Connectivity	USB, LAN			
	Additional requirements	Certified for MS Microsoft Windows family, USB connection cable.			
	Garanție pentru toate produsele:	Cel puțin 12 luni (va fi susținut prin prezentarea unui certificat/confirmare respectiva)		Manufacturer Warranty 12 months https://support.hp.com/lt-en/document/c06271550	

- 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 SC «Venomnet Lux» SRL

Authorized Signature and Stamp _____

Place: Chișinău, R. Moldova

Date: 2023.01.23

