

Request for Quotations of Goods

Procurement of Equipment for automatic extraction

Ref No: *MD-MHLSP-229950-GO-RFQ*

Project: *Moldova Emergency COVID-19 Project*

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

Country: *Republic of Moldova*

Issued on: *April 27, 2021*

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Request for Quotations

COVID-19 Emergency Response Procurement

RFQ Ref No.: MD-MHLSP-229950-GO-RFQ

RFQ Date: April 27, 2021

Dear Suppliers,

Request for Quotation (RFQ)

This RFQ is for the procurement of Goods and the Related Services, required in response to the COVID-19 emergency. It is subject to accelerated emergency procurement procedures.

The Government of the Republic of Moldova has received financing from the World Bank (Bank) toward the cost of the Moldova Emergency COVID-19 and intends to apply part of the proceeds toward payments under the contract for Procurement of Equipment for automatic extraction.

The Ministry of Health, Labor and Social Protection now invites quotations from suppliers for the Goods and the Related Services, described in Annex 1: Purchaser's Requirements, attached to this RFQ.

Eligible Goods and Related Services

All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country except for the following countries: **"none"**.

Performance Security

N/A

Manufacturer's Authorization

A supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.

Validity of offers

The offers shall be valid until *June 6th, 2021*.

Quoted Price

Prices shall be quoted in the following manner and taking into consideration that the Client has obtained an exemption for the Supplier from payment VAT, customs duties, excises etc. in the Client's country as per Governmental Decision no. 246 from 08.04.2010:

- (a) For Goods to be supplied from within the Purchaser's Country:

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- (i) the price of the Goods quoted EXW, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) if known, any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Supplier; and
- (b) For Goods to be supplied from outside the Purchaser's Country:
- (i) **the price of the Goods, quoted CIP named place of destination in the Purchaser's Country: Ministry of Health, Labor and Social Protection of the Republic of Moldova.**
- (c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, **whenever such Related Services are specified in the Schedule of Requirements**, the price of each item comprising the Related Services (inclusive of any applicable taxes).

The contractual unit prices shall be fixed during the Supplier's performance of the Contract and not subject to adjustment.

The Supplier may quote its price in a foreign currency (EUR or US Dollars) of its choice in addition to the currency of the Purchaser's Country (for any local costs as applicable).

Clarifications

Any clarification request regarding this RFQ may be sent in writing to *Natalia Belicov, Project Coordinator/Procurement Consultant*

Ministry of Health, Labor and Social Protection

e-mail: Natalia.belicov@msmps.gov.md

before April 30, 2021, 12:00.

The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

- a. Quotations are to be submitted in the form attached at Annex 2 and **by email**. Quotations submitted as email attachments shall be in the form of scanned non- editable images.

To facilitate the procurement process, the Purchaser may require copies of the same quotations in other formats (such as in Word or Excel)]

- b. The deadline for submission of Quotations is **May 6th, 2021, 14:00 hrs.**
- c. The address for submission of Quotations is:

Attention: *Natalia Belicov*

E-mail address: Natalia.belicov@msmps.gov.md

Opening of Quotations

Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations.

Evaluation of Quotations

Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.

The comparison shall be on the basis of CIP (place of final destination) prices for Goods to be supplied from outside the Purchaser's country and EXW prices plus cost of inland transportation and insurance to place of destination, for Goods supplied from within the Borrower's country; together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.

Quotation will be evaluated for the whole lot/package under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison.

For evaluation and comparison purposes, the currency (ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: **Moldovan Leu**. The source of exchange rate shall be: **the National Bank of the Moldova**. The date for the exchange rate shall be: **May 6th, 2021, the deadline for presenting the Quotations**.

Contract Award

The Contract will be awarded to the Supplier/s who:

- a. offers the lowest evaluated price/s,
- b. technically compliant quotation, and
- c. guarantees delivery, in accordance with the delivery period/s

in accordance with the Evaluation of Quotations above.

The Purchaser shall invite by the quickest means [e.g. e-mail] the successful Supplier/s for any discussion/ negotiation [*this is expected to be virtual in light of the emergency situation*] that may be needed to conclude the contract or otherwise for contract signature.

The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.

The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract

or as soon as practicable thereafter. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

Fraud and Corruption

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 the attachment to the Contract Conditions (Attachment A).

In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

On behalf of the Purchaser:

Signature:

Name: Belicov Natalia

Title/position: Project Coordinator/Procurement Consultant, Moldova Emergency COVID-19 Response Project

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Contract Forms

1.2 List of Related Services and Completion Schedule

N/A

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
1.	<i>Installation</i>	<i>For all listed equipment</i>	<i>All</i>	<i>According to National Agency for Public Health Distribution List</i>	<i>5 days from the delivery date</i>
2.	<i>Training of medical staff</i>				
3.	<i>Maintenance</i>				

1.3 Technical Specifications

Detailed Technical Specifications and Standards:

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

Item No	Name of Goods or Related Service	Technical Specifications and Standards
1.	<i>Automatic Extraction System with accessories</i>	<p>Automatic dosing station with accessories for extraction of DNA and RNA from various biological samples</p> <p>Possibility to process 1 to 96 samples in each run</p> <p>Possibility to add during extraction of 1 to 24 samples</p> <p>Station desktop configuration to supports the use of all the most commonly used types of primary sample tubes and extraction tubes,</p> <p>Possibility to work directly with primary tubes</p> <p>Possibility of cooling of reagents and eluates</p> <p>Possibility UV worktable decontamination</p> <p>NA extraction process fully automated,</p> <p>Additional reagents or consumables in the process is not required</p> <p>Compatibility with plate and rotary type PCR machines</p> <p>Built-in automatic barcode scanner for sampling tracking</p> <p>Auto-loading module for samples, accessories and consumables with simultaneous scanning</p> <p>Software with validation functions for downloaded accessories and supplies</p> <p>Possibility to embed in LIS</p> <p>Extraction kit for 20000 tests included:</p> <p>a) Purification ARN kit</p> <p>b) all consumables (plastic) required for automatic extraction for 20000</p>

ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	<i>[Insert Supplier's name]</i>
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Email:	<i>[Insert Supplier's email address]</i>

To:	Ministry of Health, labor and Social Protection
Purchaser's Representative:	Natalia Belicov
Title/Position:	Procurement Consultant, Moldova Emergency COVID-19 Response Project
Address :	Chisinau, 2 Vasile Alecsandri str.
RFQ Ref No.:	MD-MHLSP-229950-GO-RFQ
Date of Quotation:	

Dear *[insert name of Purchaser's Representative]*:

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, *[add if applicable: "and the Related Services,"]* as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

If awarded the Contract, the Goods *[add if applicable: "and Related Services,"]* that we supply shall be sourced from an eligible country.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

3. Quotation Price

The total price of our offer is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*].

4. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

5. Performance Security [*delete if performance security is not required*]

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

6. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[*If none has been paid or is to be paid, indicate "none."*]

Name of Recipient	Address	Reason	Amount

7. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.

8. 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.

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier: [*insert complete name of person duly authorized to sign the Quotation*]

Title of the person signing the Quotation: [*insert complete title of the person signing the Quotation*]

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

Price Schedules

[The following forms may be used by the Supplier for submitting its quotation. The forms may also be used for the contract subsequent to any negotiations.]

Quotation for Goods: Price Schedule 1 For Goods to be supplied from outside the Purchaser' 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 <i>[insert place of destination]</i> <i>[as applicable, FCA (named place)]</i>	CIP (or FCA as applicable) Price per line item (Col. 5x6)	<i>[FOR CIP, IF REQUIRED]</i> 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 RFQ	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date quoted phased Delivery periods if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Quotation Price	

Quotation for Goods: Price Schedule 2

For Goods to be supplied from within the Purchaser' 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	Total EXW price per line item (Col. 4x5)	[IF REQUIRED] 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 RFQ	[if known] Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Quotation Price								

Quotation for Related Services: Price Schedule 3

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	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Quotation Price							

Total Quotation: Price Schedule 4

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

Price Schedule	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Related Services: Price Schedule 3 <i>[if applicable]</i>	
Total Quotation	

Manufacturer's Authorization

[The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Quotation submission]*
RFQ No.: *MD-MHLSP-229950-GO-RFQ*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of the Supplier]* to submit a quotation the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ (i) forced labor or persons subject to trafficking in accordance with Clause 27 or (ii) child labor in accordance with Clause 28, of the Conditions of Contract. We also confirm that we comply with applicable health and safety obligations in accordance with Clause 29 of the Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX 3: Contract Forms

Contract Agreement

THIS AGREEMENT made the [*insert: number*] day of [*insert: month*], [*insert: year*].

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) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, **Procurement of Equipment for automatic extraction** 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:

Name: ***Mr. Igor CUROV***

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

For and on behalf of the Supplier:

Signed:

Name:

in the capacity of

Conditions of Contract

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) “CC” means the Conditions of Contract. (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. (d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (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. (f) “Day” means calendar day. (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. (h) “CC” means the Conditions of Contract. (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. (j) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them. (k) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (l) “Purchaser’s Country” is the country specified in the CC 2. (m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation,
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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>
<p>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</p>	<p>2.1 The Purchaser is: <i>the Ministry of Health, Labor and Social Protection</i></p> <p>2.2 The Purchaser’s Country is: <i>the Republic of Moldova</i></p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: <i>National Agency for Public Health, Gh.Asachi str., no.67A, Chisinau, Republic of Moldova</i></p>
<p>3. Incoterms</p>	<p>3.1 The edition of Incoterms that shall apply is: <i>Incoterms 2020</i></p>
<p>4. Notices and Addresses for notices</p>	<p>4.1 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.</p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>Natalia Belicov</i> <i>Project Coordinator/Procurement Specialist</i> <i>Moldova Emergency COVID-19 Project, Ministry of Health, Labor and Social Protection</i> <i>#2 Vasile Alecsandri str., MD 2009, Chisinau, Republic of Moldova</i></p> <p>Natalia.belicov@msmps.gov.md</p> <p><u>Address for notices to the Supplier:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i></p>

	<i>[Electronic mail address]</i>
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 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. 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 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> - <i>GDP Distributor certificate.</i> The above documents shall be received by the Purchaser: <i>on shipment.</i>
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: <p style="text-align: center;">(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (15) days of signing of the Contract upon submission of a claim for the amount.</p> <p style="text-align: center;">(ii) On Delivery and Acceptance: Ninety (90) percent of</p>

	<p>the Contract Price shall be paid on receipt of the Goods and of the acceptance certificate for the respective delivery (in accordance to the Attachment C. Delivery Schedule) issued by the Purchaser and within 15 days after submission of the documents specified in CC 7, for each shipment/invoice/bill.</p> <p>9.2 For the purpose of payment, the Supplier's bank account details are:</p>
10. Taxes and Duties	<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>
11. Performance Security	<p>11.1 A Performance Security <u>shall not be required</u></p>
12. Subcontractors	<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>
13. Specifications and Standards	<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>
14. Packing, marking and documentation	<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,</p>

	<p>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.</p> <p>14.2 The Supplier will provide a tracability report from the forwarder to prove that the the goods were shipped according to manufacturer's temperature requirements for transportation.</p> <p>14.3 The packing, marking and documentation within and outside the packages shall be: in accordance with Technical Specifications.</p>
15. Insurance cover	15.1 The insurance coverage shall be as specified in the Incoterms.
16. Transportation	16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.
17. Site of inspections and tests	17.1 The inspections and tests shall be conducted at: [insert name(s) of location(s); if applicable; or refer to the Technical Specifications].
18. Delivery Date and Completion Date	18.1 The Delivery Date of the Goods shall be: _____ [Insert the Delivery Date]. If phased delivery is allowed specify the acceptable delivery schedule].
19. Liquidated damages and bonuses	<p>19.1 The liquidated damage shall be 0,5 % of the price of the delayed Goods for each week or part thereof of delay until actual delivery or performance.</p> <p>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.</p>
20. Warranty	<p>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.</p> <p>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.</p> <p>20.3 The warranty shall remain valid for [insert number] 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 [insert number] months after the date of shipment from the</p>

	<p>port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be <i>10 days</i>.</p> <p>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.</p> <p>20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: <i>National Agency for Public Health, Gh.Asachi str., no.67A, Chisinau, Republic of Moldova</i></p>
21. Copyright	<p>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.</p>
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	<p>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</p>

	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	<p>25.1 The Supplier shall not be liable for forfeiture of its 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</p>

	notice to the other Party.
26. Termination	<p data-bbox="521 247 935 279">26.1 Termination for Default</p> <p data-bbox="615 300 1430 407">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"> <li data-bbox="618 436 1430 543">(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; <li data-bbox="618 573 1430 638">(ii) if the Supplier fails to perform any other obligation under the Contract; or <li data-bbox="618 667 1430 774">(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 data-bbox="626 810 1430 1094">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 continue performance of the Contract to the extent not terminated.</p> <p data-bbox="521 1119 1003 1150">26.2 Termination for Convenience</p> <ul style="list-style-type: none"> <li data-bbox="626 1171 1430 1423">(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. <li data-bbox="626 1453 1430 1866">(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: <ul style="list-style-type: none"> <li data-bbox="688 1663 1430 1728">(i) to have any portion completed and delivered at the Contract terms and prices; and/or <li data-bbox="688 1757 1430 1866">(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.
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, 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	<p>29.1 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health</p>

obligations	and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
Additional Clauses	<i>[insert any additional clauses as necessary, otherwise delete this row]</i>

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

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

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

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.

For and on behalf of the Supplier:

Signed:

Name:

in the capacity of

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.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Contract No.**

In reference to the RFQ *[insert reference number and date]*, your Quotation *[insert reference number and date]* has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract