

**INVITATION TO QUOTE**  
**No. SH- 1.2.1.3**  
**“Medical equipment: Membrane plasmapheresis apparatus – 2 pcs.”**

  20     May   2020

1. The Government of Ukraine has received a loan from the International Bank for reconstruction and Development #8475-UA to finance implementation of the project “Serving People, Improving Health” (hereinafter referred to as the **Project**). Part of the funds from the loan shall be used to cover the expenses under the contract to which this Invitation to Quote (hereinafter – the **Invitation**) relates.
2. Health Care Department of Dnipropetrovsk oblast state administration (hereinafter referred to as the **Purchaser**) hereby invites you to submit your price quotation for the following items:

<b>No.</b>	<b>Procurement items</b>	<b>Total quantity</b>
Item 1	Membrane plasmapheresis apparatus	2

Information regarding these items and the final destination is specified in Annex 2 “Technical requirements”.

3. Quotes has to be complete (include all the items) combined under this Invitation. Incomplete quotations will be rejected. Quotations shall be evaluated by all items and the contract shall be awarded to the firm that offers the lowest estimated value of the entirety of items.

Bidders shall comply with the following qualification requirements:

- Availability of minimum 3 (three) years of experience in manufacturing and/or selling of similar goods;
- Successful completion/procurement of minimum 1 (one) similar contract worth the minimum amount of \$50 thousand.

4. Quotations in the Ukrainian language and in the form provided in Annex 3 “Quotation”, as well as any necessary supplementary information shall be sent to the following address:

Health Care Department of Dnipropetrovsk oblast state administration  
Address: room 150, 2 Oleksandra Polya Ave., Dnipro, 49000, Ukraine.

Attention of: V. M. Serdyuk – Director of Health Care Department of Dnipropetrovsk oblast state administration, Deputy Head of SMU, Head of the Commission for the selection of consultants, goods and non-consulting services

Tel./ Fax: +38 (056) 742-87-62

Telephone: +380 - (056) - 770-90-38

E-mail: guoz@adm.dp.gov.ua; mandatory CC to: vrv07@ukr.net; dnipro\_project@ukr.net

By applying to the above address, the bidders may also receive additional information.

5. The deadline for receipt of the quotations by the Purchaser at the address indicated in the paragraph 4 above shall be: **11 June 2020, at 4:00 pm local time**. Your price quotation may be submitted by hand, mail, fax or sent to e-mail address or physical address above. Your quotation should be accompanied by adequate documentation and catalogue(-s) and other printed material or pertinent information for each item quoted (they may be submitted by e-mail), as well as the names and addresses of the organizations that provide service in the city of Dnipro and the city of Pavlograd, Dnipropetrovsk oblast, Ukraine.
6. Your quotation must be submitted in accordance with the following instructions and according to the attached Contract, according to the Annex 4 “Form of Contract”. Attachment 1 “Terms and Conditions of Supply” makes an integral part of the Contract.

(i) **PRICES.** The prices shall be in any currency (taxes must be indicated separately) for the Total Cost of Goods at the destination, set out in Table 1, Annex 1, inclusive of all taxes, VAT, customs payments, transportation inside the country and insurance, loading and unloading. In accordance with clauses of applicable Ukrainian laws, the Supplier that shall offer the contract currency other than Ukrainian Hryvnia, shall, subject to delivery of goods, be entitled to payment in Ukrainian Hryvnia (), calculated at the currency exchange rate, established by the National Bank of Ukraine (<http://www.bank.gov.ua>) at the moment of signing by both parties of the delivery and acceptance certificate.

(ii) **EVALUATION OF QUOTATIONS.** Offers found to be substantially compliant with the appropriate technical requirements, shall be evaluated by way of comparing the total price at final destination, as provided in paragraph (i) above. For evaluation and comparison purposes, the currency of the Quote shall be converted to the currency of the Purchaser’s domicile country (Ukrainian Hryvnia) at sell exchange rate, established by the National bank of Ukraine (<http://www.bank.gov.ua>). The deadline for the submission of Quotations, indicated in paragraph 5 of this Invitation to Quotation shall be the exchange rate date.

In evaluating the quotations, the Purchaser shall determine for each bid the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where there is a discrepancy between the unit rate and the total amount resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- (c) if the Supplier refuses to accept the correction, its quotation will be rejected.

(iii) **AWARD OF THE CONTRACT.** The award will be made to the bidder offering the lowest total price and that meets the supply, technical and qualification requirements. The Contract (hereinafter – the Contract) shall be executed with the Supplier that would make the best offer. The form of the Contract is set out in the Annex 4 “Contract”.

(iv) **VALIDITY OF THE OFFER.** Your quotation should be valid for a period of thirty (45) days from the deadline for receipt of quotations indicated in Paragraph 5 of this Invitation to Quote.

For more information, please contact:  
Health Care Department of Dnipropetrovsk oblast state administration  
Address: room 207, 1 Oleksandra Polya Ave., Dnipro city, 49000.  
Telephone: +380 - (056) - 770-90-38  
E-mail: guoz@adm.dp.gov.ua; CC: vrv07@ukr.net; dnipro\_project@ukr.net

## **7. INSPECTIONS AND AUDITS**

7.1 The Supplier shall undertake to follow the entirety of the Purchaser's instructions, which are not in conflict with the applicable laws of the Services designated country.

7.2 The Supplier shall allow the Bank and/or to the individuals, appropriately authorized by the Bank, to inspect the Supplier's offices and the entirety of accounts and records, which are related to the performance under the Contract and the submission of the Quote, and, subject to the Bank's request, to give opportunity to the auditors, appointed by the Bank, to conduct audits of such accounts and records. The Supplier must also ensure that similar permissions are granted to the Bank by the entirety of the Supplier's sub-contractors and consultants. The Supplier and their subcontractors and consultants must pay attention to Clause 8 "Fraud and Corruption" of the Form of Contract, which reads, inter alia, that the acts intended to materially impede exercising by the Bank of its rights to conduct inspections and audits, constitute a prohibited practice and may result in contract termination (as well as in declaring the Supplier ineligible for participation in the Bank's projects, pursuant to the Bank's applicable sanctions procedures).

## **8. Please confirm by e-mail the receipt of this invitation and whether or not you will submit the price quotation.**

### **Annexes:**

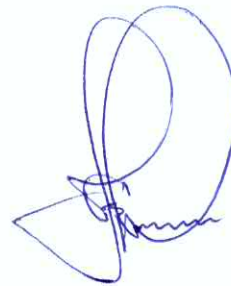
Annex 1 – Terms and Conditions of Supply

Annex 2 – Technical Requirements

Annex 3 – The Quotation

Annex 4 – The Contract

**Director of Health Care Department  
of Dnipropetrovsk oblast state administration**



**Valeriy SERDYUK**

**ANNEX 1**  
to the Invitation to  
Quote No. SH – 1.2.1.3  
“Medical equipment: Membrane plasmapheresis apparatus – 2 pcs.”

**TERMS AND CONDITIONS OF SUPPLY**

Project name: Serving People Improving Health Project  
 Procurement package #: SH – 1.2.1.3 “Medical equipment: Membrane plasmapheresis apparatus – 2 pcs.”  
 Purchaser: Health Care Department of Dnipropetrovsk oblast state administration

**1. Prices**

No.	Description (detailed description is presented in relevant clause of Technical Requirements)	Quantity (pcs.)	Price per unit (inclusive of all taxes, customs duties, cost of internal transportation, loading and unloading, exclusive of VAT), [ <i>indicate quotation currency</i> ]	Total price (inclusive of all taxes, customs duties, cost of internal transportation, loading and unloading, exclusive of VAT), [ <i>indicate quotation currency</i> ]	Delivery date  Not later than 30 calendar days following the Contract signing date
1.	Membrane plasmapheresis apparatus [ <i>indicate brand and model</i> ]	2			
<b>TOTAL QUOTATION PRICE w/o VAT</b>					
<b>VAT</b>					
<b>TOTAL QUOTATION PRICE with VAT</b>					

**Note:** In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail.

**2. Validity of the offer**

The quotation is valid during thirty (30) days from the final date for quotation submission as indicated in clause 5 of the Invitation to Quote.

**3. Fixed price**

Indicated prices are fixed and include all taxes, transportation costs, insurance, loading and unloading of the Goods at the final destination and may not be changed, including during the term of the Contract performance.

**4. Terms and conditions of supply**

The Goods must be supplied (Table 1, Annex 1 «Final destination of goods») in full scope, include the appropriate documentation and instructions (according to added technical requirements) during 30 days following the Contract signing date. The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract

## 5. Payment

The Purchaser will pay to the Supplier one hundred percent (100%) of the Goods Price within thirty (30) days after the date of the Goods delivery based on original invoice from the Purchaser and the goods delivery note signed by the Purchaser upon the Supplier's completion of all the obligations under this Contract, except for the warranty obligations.

If the quotation currency shall be different from Ukrainian Hryvnia, then the payments shall be made in Ukrainian Hryvnia at the official exchange rate of the National Bank of Ukraine on the day of signing by both Parties of the appropriate acceptance and delivery certificates for the services provided.

## 6. Warranty

The Goods shall be covered with the warranty that shall be valid for the period of minimum twelve (12) months following the Goods' delivery. The Supplier shall provide warranty documents along with the original invoice from the Purchaser and the goods delivery note.

All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address \_\_\_\_\_ [PLEASE, INDICATE THE ADDRESS]  
\_\_\_\_\_

## 7. Event of default

The Purchaser may terminate the Contract if the Supplier shall fail to deliver the Goods in accordance with the above terms and conditions, regardless of the appropriate notice that shall be submitted by the Purchaser 21 days prior to the target delivery date. Herewith, no obligations shall emerge with the Purchaser before the Supplier.

## 8. Technical requirements

These requirements are set out in Annex 2 to this Invitation to Quote. The Supplier must declare the compliance of the Goods with the specifications or report any instances of discrepancy.

Table 1

### Final destination of goods

No.	Address	Name and quantity of goods (pcs.)
1	Recipient: Municipal non-commercial enterprise "Clinical emergency health care hospital" of Dnipropetrovsk municipal council. Final destination: 65 Volodymyra Antonovycha Str., Dnipro city, Dnipropetrovsk oblast, 49000, Ukraine	Membrane plasmapheresis apparatus – 1 pcs.
2	Recipient: Municipal non-commercial enterprise "Pavlograd intensive treatment hospital" of Pavlograd municipal council. Final destination: 541 Dniprovska Str., Pavlograd city, Dnipropetrovsk oblast, 51400, Ukraine	Membrane plasmapheresis apparatus – 1 pcs.

[NAME OF THE SUPPLIER]

Authorized representative:

SEAL HERE

Place:

Date:

[Note: Please, sign and seal EACH page of the document.]

“Medical equipment: Membrane plasmapheresis apparatus – 2 pcs.”

## TECHNICAL REQUIREMENTS

Project name: Serving People Improving Health Project  
Procurement package: SH – 1.2.1.3 “Medical equipment: Membrane plasmapheresis apparatus – 2 pcs.”  
Purchaser: Health Care Department of Dnipropetrovsk oblast state administration

### IMPORTANT:

Technical specifications are **minimal**.

Suppliers must fill the “Responsiveness and offered goods description” column for all items offered and indicate goods’ manufacturer and model. Suppliers shall mark the goods as «responsive» only subject to the latter’s responsiveness to all requirements of the Purchaser. In case of discrepancies with the Purchaser’s requirements, the Supplier must indicate such discrepancies for each particular item.

The Object of procurement is Medical equipment: Membrane plasmapheresis apparatus – 2 pcs. The list of these equipment items and their specifications are provided below.

### 1 General Requirements

- 1.1 All goods shall be of either new or current model, produced by the manufacturer and shall not be previously used.
- 1.2 All mentioned equipment must be accompanied with instructions in either Russian or Ukrainian language, i.e., inscriptions on the equipment, the whole indication and operation manuals (which must include technical passports) must be either in Russian or in Ukrainian language.
- 1.3 Validity period of the Supplier’s Warranty must be not less than 5 (five) years from the goods delivery date for all products. Warranty must include prevention, replacement of defective equipment/parts, equipment repair, manpower for equipment repair and/or replacement of parts.
- 1.4 Supplier must unload all products within each party to the final destination at every delivery.
- 1.5 Supplier shall provide, together with a quotation, where appropriate, the Certificate of state registration issued by Responsiveness assessment bodies, authorized by the Ministry of Economic Development and Trade of Ukraine.
- 1.6 State registration certificate

Medical products must be registered in Ukraine or authorized for civil turnover and/or operation (application) in accordance with the law. This requirement shall be certified with:

- certified copy of declaration or copies of documents confirming the possibility of placing for civil turnover and/or operation (use) of the medical product following passage of the responsiveness

assessment procedures according to the requirements of technical regulations, or

- certified copy of the Medical product registration certificate, indicating the availability of medical product in the State register of medical equipment and medical devices.

If necessary, the Supplier shall provide the conclusion of the state sanitary and epidemiological expertise.

## **2. Technical documentation for the maintenance and repair of the goods supplied**

For each proposed item of goods the Supplier shall provide technical documentation to perform maintenance and current repair of the Goods by technicians of consignee and/or by end users. Such documentation must include all necessary electrical diagrams, drawings, specifications of devices and their parts, information on troubleshooting, safety instructions, etc., which allow maintenance personnel of the Consignee and/or end users to service and conduct current repair in strict compliance with the goods' manufacturer's recommendations. The minimum set of technical documents provided with each unit of the supplied equipment is as follows:

- User manual (in Ukrainian or in Russian language)
- Technical maintenance guidance (in Ukrainian or in Russian language)

The Supplier must confirm the list and contents of the documentation to be submitted together with the goods.

All tags / marks on the equipment must be either in Ukrainian or in Russian language

## **3. Tools**

The Supplier must provide a complete set of tools required for each type of goods, as required by the operating manuals and technical specifications for each type of goods supplied.

## DETAILED REQUIREMENTS

### 1. Membrane plasmapheresis apparatus.

sub paragraph No.	Requirements	Responsiveness to requirements and availability of function (Yes/No), with reference to the page number in the Bidding Documents
1	There must be an autonomous apparatus, designated for in vitro treatment, preferentially for emergency situations at the intensive care stations and at diffusion centers.	
2	The apparatus must be used in cases of acute renal failure, multi-organ failure and intoxication.	
3	The apparatus must be fully autonomous and must not require any water supply or water purification for its operation.	
4	The apparatus must provide the opportunity of changing the therapy type in the process of treatment, preserving all the parameters.	
5	Filling and washing of the apparatus must be conducted automatically.	
<b>6</b>	<b>The apparatus for conducting acute dialysis must have:</b>	
6.1	weight scale that ensure the opportunity of dialysate circulation	
6.2	infusion completion detector	
6.3	display must reflect all parameters before, during and after the completion of treatment	
6.4	opportunity of changing treatment parameters at any time	
<b>7</b>	<b>Electric power parameters must be as follows:</b>	
7.1	voltage 110/230	
7.2	The device must be equipped with pneumatic safety detector	
7.3	The consumed power not more than 800 W	
<b>8</b>	<b>The approximate ranges of the system parameters are as follows:</b>	
8.1	blood flow 20-400 ml/min.	
8.2	The weighing system must feature a volumetric balance and control the ultrafiltration pump productivity	
8.3	arterial pressure -400 up to +100 mm Hg	
8.4	venous pressure from 0 to 400 mm Hg	
8.5	incoming pressure from 0 to 500 mm Hg	
<b>9</b>	<b>Requirements to weighing system:</b>	
9.1	dialysate flow 10 – 250 ml/min.	
9.2	replacing liquid flow 0 – 250 ml/min.	
9.3	filter flow 0 - 300 ml/min.	
9.4	Measurement range not worse than 0 - 27,000 g	
9.5	The heating temperature within the minimum range of 30-39°C in case of periodic treatment and within	



	the minimum range of 30 - 37°C in case of planned treatment	
9.6	incoming/outcoming pressure in filter -500 up to +500 mm Hg	
10	Minimum required lifespan of the product is not less than 10 years	

**[NAME OF THE SUPPLIER]**

**Authorized representative:**

**SEAL HERE**

**Place:**

**Date:**

**[Note:** Please, sign and seal EACH page of the document.]

**[LETTERHEAD]**

**FORM OF QUOTATION**

Health Care Department of  
Dnipropetrovsk oblast state administration  
Attention of: V. M. Serdyuk – Director of Health Care Department of Dnipropetrovsk oblast state  
administration  
49000, Ukraine, Dnipro city, 2 Oleksandra Polya Ave., room 101

Dear Sir/Madam!

We would herewith like to offer to execute the contract # SH - 1.2.1.3 “Medical equipment: Membrane plasmapheresis apparatus – 2 pcs” in accordance with the Terms and Conditions of Supply and the Terms of Reference, which are attached to this Quote at the contract price \_\_\_\_\_ (please, indicate the amount both in figures and in words) (\_\_\_\_\_) \_\_\_\_\_ (*currency*). We propose to deliver the Goods, indicated in the Contract within the period of \_\_\_\_\_ calendar days following the Contract signing date.

This Quotation and your written acceptance will constitute an obligation to sign a binding Contract between us under the form provided in the Invitation to № SH - 1.2.1.3 “Medical equipment: Membrane plasmapheresis apparatus – 2 pcs”. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation is valid for a period of thirty (30) days from the deadline for receipt of quotations indicated in Paragraph 5 of this Invitation to Quote No. SH - 1.2.1.3 “Medical equipment: Membrane plasmapheresis apparatus – 2 pcs”.

\_\_\_\_\_  
[Signature of the Authorized Person of the Supplier] Date: \_\_\_\_\_  
[DD/MM/YYYY]

Name and Title of the Authorized Person of the Supplier \_\_\_\_\_

[NAME OF THE SUPPLIER] \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax \_\_\_\_\_

Annex 1 “Terms and Conditions of Supply”

Annex 2 – Technical Requirements

**[Note:** Please, sign and seal EACH page of the Quote.]

**ANNEX 4**  
to the Invitation to  
Quote No. SH – 1.2.1.3  
“Medical equipment: Membrane plasmapheresis apparatus – 2 pcs”

**Contract No. SH – 1.2.1.3/\_\_\_\_\_**

made in Dnipro city \_\_\_\_\_ on \_\_\_\_\_ 2020

THIS Contract (hereinafter – the Contract) was entered into on this day \_\_\_\_\_ of the year 2020 by and between Public Health Care Department of Dnipropetrovsk regional state administration (hereinafter – the Purchaser), represented by its Head, Mr./Ms. \_\_\_\_\_, who is acting under the authority of \_\_\_\_\_ dated \_\_\_\_\_ on Public Health Care Department of Dnipropetrovsk regional state administration, and \_\_\_\_\_ (hereinafter – the Supplier), represented by \_\_\_\_\_, who is acting under the authority of \_\_\_\_\_, who shall hereinafter be collectively referred to as the Parties and individually the Party.

WHEREAS the Government of Ukraine has received a loan № 8475-UA (hereinafter referred to as the Loan) from the International Bank for Reconstruction and Development towards the cost of “Serving People, Improving Health” Project (the Project) and part of the Loan funds shall be used to pay for goods to be procured under the Project in accordance with procurement procedures of the International Bank for Reconstruction and Development (hereinafter – the Bank),

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

### **1. SUBJECT MATTER OF CONTRACT**

1.1. The Supplier shall supply to the Purchaser the following medical equipment: Membrane plasmapheresis apparatus – 2 pcs (hereinafter referred to as the “Goods”), while the Purchaser shall purchase (accept and pay for) the Goods as per the terms and conditions of this Contract.

1.2. Price, assortment, quantity and technical specifications of the Goods are listed in the Annex 1 “Terms and conditions of supply” and Annex 2 “Technical requirements”, construed as an integral part of this Contract.

### **2. DELIVERY AND ACCEPTANCE**

2.1. The Supplier shall supply the Goods to the Purchaser not later than 30 (thirty) days following the Contract signing date. The Total Cost at final destination (pursuant to Table 1, Annex 1 «Final destination of goods») must include taxes, customs duties, cost of inland transportation and necessary insurance, loading and unloading.

2.2. The date of signing by the Parties of the waybill shall be deemed the Goods supply date. On the Goods supply day, the Purchaser must sign the waybill, or submit to the Supplier substantiated refusal from signing of the waybill during the same day. Signing of the waybill by the Parties shall mean the transition of ownership title to the Goods from the Supplier to the Purchaser.

### **3. CONTRACT PRICE AND PAYMENT**

3.1. Contract Price shall be \_\_\_\_\_ (\_\_\_\_\_), incl. VAT worth \_\_\_\_\_. Contract Price and unit price of the Goods and of the related services are set out in Annex 1, shall be fixed and shall not be changed.

3.2. The Purchaser will pay to the Supplier one hundred (100%) of the Goods Price within thirty (30) days after the date of the Goods delivery based on original invoice from the Supplier and after the implementation by the Supplier of all obligations under the Agreement except warranty.

3.3. Payment under the Contract shall be made out of the Loan funds (Loan Agreement № 8475-UA as of 19.03.2015 between Ukraine and International Bank for Reconstruction and Development), envisaged in the Special Fund of the State Budget.

#### **4. TERMINATION**

##### 4.1 Termination for Default:

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, to the mind of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract. if the Supplier, to the mind of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
- (b) 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 similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

##### 4.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

##### 4.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion of such Goods completed and delivered pursuant to the Contract terms and prices; and/or
  - (ii) to cancel the supply of the remainder of the Goods and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts, previously supplied by the Supplier.

#### **5. FRAUD AND CORRUPTION**

5.1. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days'

notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract. Herewith, the provisions of paragraph 4 shall apply, as if termination of Contract under subparagraph 4.1. would have taken place.

## **6. INSPECTIONS AND AUDITS**

6.1. 6.1 The Supplier shall follow the entirety of the Purchaser's instructions, which comply with the applicable laws where the destination is located.

6.2. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 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).

## **7. WARRANTY**

7.1. The Goods shall be covered by a warranty for the period of twelve (12) months after the Goods' delivery. The Supplier shall provide warranty documents along with the original invoice from the Purchaser and the goods delivery note.

7.2. During the warranty period all defects shall be corrected by the Seller without any expenditures by the Purchaser no later than 30 day after receipt of such Purchaser's claim.

## **8. FORCE MAJEURE**

8.1. None the Party shall not be liable for non-fulfilment of its obligations if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of means or an event beyond the control of the Parties and not involving the Parties' fault or negligence and not foreseeable (force majeure).

8.2. For the purpose of the Article "force majeure" means a circumstance or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. This may include, but are not restricted to, acts of the Purchaser strictly within its competence, acts of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and shipment embargo.

8.3. In the event of Force Majeure situation the Supplier shall immediately notify the Purchaser in writing of this condition and its cause. Unless the Purchaser otherwise stated in its writing instruction, the Supplier shall continue to fulfil its obligations under the Contract until practicable, and seek all feasible alternatives to perform not prevented by the Force Majeure.

## **9. LIABILITIES OF THE PARTIES**

9.1. The Parties shall be liable for non-fulfilment or undue fulfilment their obligations under the Contract in accordance with the Contract and currently applicable Ukrainian legislation.

9.2. If the Supplier delays delivery of any or all of the Goods The Purchaser may terminate the Contract for more than one (1) week after the deadline for the Goods delivery as provided in paragraph 2.1 of the Contract.

9.3. In case of non-observance of delivery terms for Goods as per para 2.1, the Supply shall pay liquidated damages at the rate of 0,2% of the Goods value, which delivery is delayed, per day of delay to a maximum of ten (10) percent of the Contract Price for the Goods. Payable liquidated damages shall not exceed 10% of the cost of the delayed Goods.

9.4. If the Supplier engage subcontractors, transport operators, forwarders, and other companies for timely and duly implementation of the contract, the Supplier shall be liable for all damages, losses or unduly performance.

## 10. SETTLEMENT OF DISPUTES

10.1. If any dispute or difference of any kind whatsoever shall arise between the Client and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by way of negotiations.

10.2. Any dispute arising out of the Contract, which cannot be amicably settled between the Parties, will be referred to adjudication/arbitration in accordance with currently applicable laws of Ukraine.

## 11. TERM OF THE CONTRACT

11.1 The Contract shall enter into force on the day of its signing and remain valid until the Parties fulfil their obligations in full, in particularly, in part of Goods supply – as per terms indicated in the Clause 2, in part of settlements – until their fulfilment, but not later December 31, 2016.

11.2. This Contract shall be signed in two (2) counterparts, one for each Party, herewith, each counterpart shall be considered as an official original Contract.

## 12. MISCELLANEOUS

12.1. All changes and amendments to the Contract shall be made in written by signing of relevant Amendments what made an integral part of this Contract.

12.2 All notifications of any Party of the Contract to other Party shall be sent by mail, e-mail or fax to the addressed indicated in the Contract.

12.3. In case of any changes in addresses, bank details, contact phone numbers indicated in the Contract, the Party shall inform the other Party on such changes within three (3) business days.

## 13. APPLICABLE LAWS

13.1. Applicable laws: This Contract must be interpreted in accordance with the laws of the Purchaser's domicile country.

## 14. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

### The Purchaser

Health Care Department of Dnipropetrovsk  
oblast state administration  
Address: 49000, 2 Oleksandra Polya Ave.,  
Dnipro city, Ukraine  
Bank details:  
s/a UA478201720344231011130011311,  
UA438201720344251011110011311 at the  
State Treasury Service of Ukraine, Kyiv, bank  
Index code USRCEU code 33769381

### The Supplier

Signature

\_\_\_\_\_  
SEAL HERE

/V. M. Serdyuk/

\_\_\_\_\_  
SEAL HERE

/ /