



Agenzia Italiana

per la Cooperazione allo Sviluppo

Tirana office

SUPPLY CONTRACT

Supply of a lot of consumable and reagent for the Microbiological Lab of UCCK
Location: Kosovo – Prishtinë

Contract N°8260014B2D

FINANCED FROM AICS: PROJECT AID 9302; SUPPORT TO THE HEALTH SYSTEM IN KOSOVO

Italian Agency for Development Cooperation, Tirana

(‘The contracting authority’),

of the one part,

and

BIOTEK KOSOVO L.C.C., registration number 810800161, Rr. Vicianum, Nr. 300, Arberia,
Prishtine, VAT nr. 600399217, represented by Mr. Dejan Sinadinov

(‘the contractor’)

of the other part,

have agreed as follows:

IN THE FRAMEWORK OF: PROJECT AID 9302, SUPPORT TO THE HEALTH SYSTEM IN KOSOVO. CONTRACT TITLE: Supply of a lot of consumable and reagents for the Microbiological Lab of UCCK , Identification number N° 8260014B2D

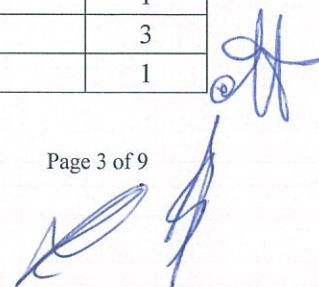
Article 1 Subject

1.1 The subject of the contract shall be the **Supply** of the following items and quantities:

No.	Article and technical specifications	Measuring unit	Quantity
1	Plastic bottles for hemocultures for cultivation of aerobic microorganisms. Must be applied to BACT ALERT 3D	100 bottles	3


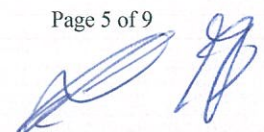
2	Plastic bottles for hemocultures (for children)for cultivation of aerobic / anaerobic. Must be applied to BACT ALERT 3D 120	100 bottles	3
3	Plastic Bottles for hemocultures for Cultivation of Anaerobic Microorganisms. Must be applied to BACT ALERT 3D 120	100 bottles	2
4	Columbia agar + 5% sheep blood	Pack of 10x10 plates with 90 mm size	8
5	Mac Conkey Agar - selective isolation and differentiation medium for the detection of enterobacteria in specimens of various origins	Pack of 2x10 plates with 90 mm size	40
6	Schaedler agar + 5 % sheep blood- isolation medium particularly suitable for the detection of obligate and facultative anaerobic bacteria.	Pack of 2x10 plates with 90 mm size	5
7	chromID® CPS® Elite agar-isolation, enumeration and identification medium for urine specimens.	Pack of 2x10 plates with 90 mm size	20
8	Chocolate agar + PolyViteX -isolation medium particularly recommended for the growth of fastidious strains belonging to the genera Neisseria and Haemophilus, and Streptococcus pneumoniae.	Pack of 2x10 plates with 90 mm size	5
9	Mueller Hinton 2 agar medium for AST by disc diffusion	Pack of 2x10 plates with 90 mm size	25
10	chromID Candida Agar -Chromogenic medium for the selective isolation of yeasts and the direct identification of Candida albicans.	Pack of 2x10 plates with 90 mm size	3
11	The VITEK® 2 Gram-Negative identification card (GN) for the automated identification of most clinically significant fermenting and non-fermenting Gram-negative bacilli	20 cards	5
12	The VITEK® 2 Gram-Positive identification card (GP) for the automated identification of most significant Gram-positive organisms.	20 cards	4
13	The VITEK® 2 Yeast identification card (YST) for the automated identification of most clinically significant yeasts and yeast-like organisms	20 cards	1
14	The VITEK® 2 Gram Negative Susceptibility Card for determine the susceptibility of clinically significant aerobic gram negative bacilli to antimicrobial agents.	20 cards	3
15	The VITEK® 2 Gram Positive Susceptibility Card for determine the susceptibility of Staphylococcus spp., Enterococcus spp., and S. agalactiae to antimicrobial agents	20 cards	3
16	The VITEK® 2 Fungal Susceptibility Card for determine the susceptibility of clinically significant yeasts to antifungal agents	20 cards	1

17	The VITEK® 2 Streptococcus Susceptibility Card for determine the susceptibility of S. pneumoniae, beta-hemolytic Streptococcus, and Viridans Streptococcus to antimicrobial agents	20 cards	2
18	Physiological sterile suspension solution with 0.45% NaCl ph = 5.0-7.2 for in vitro diagnostics.	1500ml	1
19	Sterile pasteurized pipettes individually packaged (3 ml)	pcs	50
20	Sterile Pipette Tips with 100-1000 microliter Filter Suitable for Suspension of Gram Positive Bacteria,	96 pcs	3
21	Sterile pipette tips with filter 0.5 - 250 microliters suitable for suspension of Gram Negative Bacteria,	96 pcs	3
22	PREVI Color Acetone Safranin. Applicable in Previ Color automated machine	500 ml	1
23	PREVI Color Safranin . Applicable in Previ Color automated machine	500 ml	1
24	PREVI Color Iodine . Applicable in Previ Color automated machine	500 ml	1
25	PREVI Color Crystal violet. Applicable in Previ Color automated machine	500 ml	1
26	Nozzle cleaning solution . Applicable in Previ Color automated machine	2.5 liters	1
27	Benzylpenicillin Package of 5x50 discs	1 unit	1
28	Ampicillin. Package of 5x50 discs	2	3
29	Ampicillin. Package of 5x50 discs	10	1
30	Ampicillin-sulbactam. Package of 5x50 discs	10 with 10	2
31	Amoxicillin-clavulanate Package of 5x50 discs	20-10	2
32	Piperacillin. Package of 5x50 discs	30	2
33	Piperacillin-tazobactam Package of 5x50 discs	30-6	2
34	Oxacillin. Package of 5x50 discs	1	1
35	Cefaclor. Package of 5x50 discs	30	1
36	Cefalexin . Package of 5x50 discs	30	2
37	Cefazolin. Package of 5x50 discs	30	1
38	Cefepime. Package of 5x50 discs	30	2
39	Cefixime . Package of 5x50 discs	5	2
40	Cefotaxime. Package of 5x50 discs	5	2
41	Cefoxitin . Package of 5x50 discs	30	2
42	Ceftazidime. Package of 5x50 discs	10	2
43	Ceftriaxone. Package of 5x50 discs	30	2
44	Cefuroxime . Package of 5x50 discs	30	2
45	Doripenem. Package of 5x50 discs	10	2
46	Ertapenem. Package of 5x50 discs	10	1
47	Imipenem. Package of 5x50 discs	10	2
48	Meropenem. Package of 5x50 discs	10	1
49	Aztreonam. Package of 5x50 discs	30	1
50	Ciprofloxacin\ . Package of 5x50 discs	5	3
51	Pefloxacin . Package of 5x50 discs	5	1



52	Levofloxacin. Package of 5x50 discs	5	2
53	Moxifloxacin. Package of 5x50 discs	5	1
54	Nalidixic acid . Package of 5x50 discs	30	2
55	Norfloxacin. Package of 5x50 discs	10	1
56	Ofloxacin. Package of 5x50 discs	5	1
57	Amikacin. Package of 5x50 discs	30	3
58	Gentamicin. Package of 5x50 discs	10	3
59	Gentamicin. Package of 5x50 discs	30	3
60	Streptomycin (test for high-level streptomycin resistance) Package of 5x50 discs	300	1
61	Tobramycin. Package of 5x50 discs	10	3
62	Teicoplanin. Package of 5x50 discs	30	1
63	Vancomycin. Package of 5x50 discs	5	2
64	Azithromycin. Package of 5x50 discs	15	2
65	Clarithromycin. Package of 5x50 discs	15	1
66	Erythromycin. Package of 5x50 discs	15	2
67	Clindamycin. Package of 5x50 discs	2	2
68	Quinupristin-dalfopristin. Package of 5x50 discs	15	1
69	Tetracycline. Package of 5x50 discs	30	1
70	Tigecycline. Package of 5x50 discs	15	1
71	Chloramphenicol. Package of 5x50 discs	30	1
72	Fosfomycin. Package of 5x50 discs	200	1
73	Fusidic acid. Package of 5x50 discs	10	1
74	Linezolid. Package of 5x50 discs	10	1
75	Nitrofurantoin . Package of 5x50 discs	100	2
76	Novobiocin disc for antimicrobial testing, 5x50 discs	5	1
77	Novobiocin disc for antimicrobial testing, 5x50 discs	30	1
78	Rifampicin. Package of 5x50 discs	5	1
79	Trimethoprim-sulfamethoxazole; Package of 5x50 discs	1.25-23.75	2
80	Vancomycin. Package of 5x50 discs	30	2
81	Bacitracin. Package of 5x50 discs	10 IU	2
82	Cefotaxime 5x50 discs	30	2
83	Ceftazidime 5x50 discs	30	2
84	Chromogenic agar for MRSA	Pack of 20 plates with 90 mm size	1
85	Chromogenic agar for ESBL	Pack of 20 plates with 90 mm size	1
86	Chromogenic agar for VRE	Pack of 20 plates with 90 mm size	1
87	Chromogenic agar for carbapenemase-producing Enterobacteriaceae	Pack of 20 plates with 90 mm size	1
88	Physiological Solution Isotonic diluent for preparation of microbial suspension	Pack of 20x4.5ml vials	20
89	Thioglycollate broth 16x100mm, Tube 5ml	20 tub/box	10
90	Anaerob atmosphere generation bags	Package of 10	3
91	Anaerobic indicator	Package of 50 strips	2

92	Anaerobic jar. Supplied complete with jar base of 2.5-3.0 litre capacity and a lid which is secured to the base by clips which allow self-venting. The lid incorporates a carrying handle and vacuum release feature. A plate carrier included.	Piece	2
93	Anaerobic W-Zip Pouch	Package of 10	3
94	Autoclavable Biohazard Bags, 300-330x 600-660 mm	Case of 100	2
95	Autoclavable Biohazard Bags, 600-660x 760-800 mm	Case of 100	3
96	Autoclave deodorizer capsulles	Pack of 100	1
97	Bags for samples transporting; double pocket; transparent (approximate dim. 140-160x220-230 mm); Polyethylene bag; With "Biohazard" print and logo.	500/pack	1
98	20-200µl adjustable pipettes, certificate of calibration; certificate of calibration by the producer	Piece	1
99	10-100µl adjustable pipettes, certificate of calibration; certificate of calibration by the producer	Piece	1
100	Bunsen burner, Flame adjustable	Piece	2
101	Centrifuge tubes, graduated 15ml	100x1 pack	3
102	Centrifuge tubes, glass 16x100 mm, non-graduated	100x1 pack	3
103	Filter paper forceps, Stainless steel	Piece	5
104	Forceps for cover glasses. Stainless steel for handling cover glasses, curved, 105-115 mm	Piece	2
105	Immersion oil, For microscopy	500 ml	1
106	Inoculating loops. Polystrene, one end 1 µl/one end 10 µl	1000 pieces a pack	5
107	Inoculating loops. Polystrene, one end needle/one end 10 µl	1000 pieces a pack	5
108	Inoculating loops. Steel wire and handle, loop circular end, 50 mm	10 pieces a pack	2
109	Inoculating loops. Steel wire and handle, loop-blade end end, 50 mm	10 pieces a pack	2
110	Lactophenol blue solution for staining fungi; 100 ml in glass bottle	Piece	1
111	Loophandle with PVC handle, 200 mm	Piece	5
112	Microaerophilic generation bags for 2-3 liter jar	Package of 10	10
113	Microscope cover glasse, 20x20 mm	100 pieces a pack	10
114	Microscope slides. Cut edges, frosted one end one side	50 pieces a pack	40
115	VACUETTE Multiple Use Drawing Needle, 38x0.8mm,21Gx1 1/2	1 pcs	700
116	One use holder compatible for blood collection tubes	100x1 pack	5
117	Serum blood collection tubes, 6ml serum/akt.13x100	1 pcs	200
118	Parafilm dispenser. Suitable for 50 and 100 mm parafilm	Piece	1
119	Parafilm, sealing film, 50 mm width, 75 meter	Piece	1

120	Pasteur pipetts, polyethylene, 3 ml, sterilized, single packed	100x1	1
121	Pasteur pipetts, polyethylene, 3 ml, non-sterilized, in bag	500x1	1
122	Pen; permanent ink; double tip; tip for labelling, writing on glass, metal, plastic surfaces	pack of three	5
123	Oxidase Reagent	100/ pack	1
124	Peroxide hydrogen 3%. 100 ml	Piece	5
125	Pipetting work station. Three interlocking sections, tip rack stand, pipettor stand, double bin	Piece	1
126	Sharp box container 1.3 l, Plastic	Piece	30
127	Sharp box container 25 l, Plastic	Piece	10
128	Sharp box container 3 l, Plastic	Piece	10
129	Standard 0.5 McFarland, Tube	1 tube	2
130	Standard 1 McFarland, Tube	1 tube	2
131	Standard 2 McFarland, Tube	1 tube	2
132	Sterile tips, 1000 µl; applicable in automatic pipetts	96 in the pack	10
133	Sterile tips, 20 µl, applicable in automatic pipetts	96 in the pack	10
134	Sterile tips, 200 µl; applicable in automatic pipetts	96 in the pack	10
135	Sterilization indicator tape	50mx19 mm	1
136	Swab without gel, sterile, Without gel, in tube,	1 pcs	700
137	Swab, sterile, single wrapped (tampon swab).	1 pcs	1000
138	Syringes 5 ml with needles with Luer lock, Sterile, Polypropylen	1 pcs	250
139	Tube rack, stainless steel, 13 mm, 5x10 rows	Piece	2
140	Tube rack, stainless steel, 16 mm, 5x10 rows	Piece	5
141	Tube rack, stainless steel, 18 mm, 4x10 rows	Piece	2
142	Turbidometer for AST according to Kirby Bauer for turbidity measurement	1 unit	1
143	Wash bottles narrow neck, 500 ml	Piece	2
144	Waste bin. 30 lit. with press on lid; polypropylene;	Piece	4
145	Coagulaza test (rabbit plazma), with CE and IVD certificate	4x5ml	3
146	Cryo tubes with beads and cryopreservative (for long term storage and retrieval of bacteria and fungi);	Pack with 80 vials of mixed beads (20 of each colour)	1
147	Laboratory disinfectant for floor laboratories. Active against viruses, Mycobacteria and other microorganisms, non-hazarduos to people and environment	Liter	2
148	Hand disinfection substance. Active against viruses, Mycobacteria and other microorganisms, non-hazarduos to people and environment	500ml	20
149	Laboratory spill kit. All items inside standard spill kit	Piece	1
150	Laboratory table disinfectant. Active against viruses, Mycobacteria and other microorganisms, non-hazarduos to people and environment	Liter	10

151	Gloves heat resistant, from to 250 Cels. Universal use	Pair	1
152	Gloves nitril basic, powder free. Small	Package of 100	40
153	Gloves nitril basic, powder free. Medium	Package of 100	40
154	Gloves nitril basic, powder free. Large	Package of 100	20
155	FFP3D mascs	10 pieces a pack	3
156	STANDARD MEDICAL WASTE container with foot pedal, green colour. 80 lit., Plastic, Complies with OSHA regulation 29 CFR 1910.1030 "Occupational Exposure to Bloodborne Pathogens"	Piece	2
157	STANDARD MEDICAL WASTE container with foot pedal, red colour, 60 lit., Plastics, Complies with OSHA regulation 29 CFR 1910.1030 "Occupational Exposure to Bloodborne Pathogens"	Piece	2
158	STANDARD MEDICAL WASTE container with foot pedal, green color, 60 lit., Plastic, Complies with OSHA regulation 29 CFR 1910.1030 "Occupational Exposure to Bloodborne Pathogens"	Piece	2
159	Microgen® Strep. – A series of latex agglutination reagents	piece	1
162	Gram stain, crystal violet.	1 liter a piece	1
163	Gram stain, decolourizer.	1 liter a piece	1
164	Gram stain, iodine	250ml	4
165	Gram stain, safranine	1 liter a piece	1
166	SMAC CT agar (ready to use media)	Pack of 2x10 plates with 90 mm size	7
167	XLD agar (ready to use media)	Pack of 2x10 plates with 90 mm size	7
168	Campyloset agar (ready to use media)	Pack of 2x10 plates with 90 mm size	7
169	Yersinia CIN agar	Pack of 2x10 plates with 90 mm size	7
170	Selenit F bujon (ready to use media)	Pack of 20 tubes	10
171	ADENO+ROTA CARD	25 tests	10
172	Legionella pneumophilla(urine)-immunochromatographic	25 tests	1
173	Vidas HIV DUO Quick-	60 tests	1
174	Vidas HBs Ag Ultra-60 tests	60 tests	2
175	Vidas Measles IgG-60 tests	60 tests	1
176	VIDAS anti-HCV 60t	60 tests	2
177	Vidas Lyme IgG and IgM-60 tests	60 tests	1
178	Vidas Lyme IgG and IgM-60 tests	60 tests	1
179	Vidas Procalcitonin-BRAHMS-60 tests	60 tests	1
180	Vidas CMV IgG-60 tests	60 tests	2
181	Vidas CMV IgM-30 tests	30 tests	2
182	Vidas CMV IgG Avidity II	30 tests	1
183	Vidas RUB IgG II-60 tests	60 tests	2
184	Vidas RUB IgM-30 tests	30 tests	2

185	Vidas Toxo IgG II, 60 tests	60 tests	2
186	Vidas Toxo IgM-60 tests	60 tests	2
187	Vidas TOXO Avidity-30 tests	30 tests	1
188	VIDAS C.difficile Toxin A/B - 60 tests	60 tests	1
189	Vidas Varicella Zoster IgG-60 tests	60 tests	1
190	Vidas EBV VCA IgM-30 tests	30 tests	2
191	Vidas EBV VCA/EA IgG-30 tests	30 tests	2
192	Vidas EBV EBNA IgG - 30 tests	30 tests	2
193	Vidas Anti-HAV Total-30 tests	30 tests	1
194	VIDAS Anti-HEV IgG 30 test	30 tests	1
195	Vidas HAV IgM-30 tests	30 tests	1
196	VIDAS Anti-HEV IgM 30 test	30 tests	1
197	Vidas Helicobacter pylori IgG-30 tests	30 tests	4
198	Salmonella Shigella agar	20 plates	20
199	ETEST vancomycin		1
200	Etest Colistin CO 256	100 pieces a pack	2
201	Etest Ceftazidime TZ 256	100 pieces a pack	1
202	SAMPLE TIP , VIDAS 3	2000 pieces	1
203	VIDAS 3 CLEAN LINER	50 pieces	1
204	VIDAS 3 ASSAY DILUTION CUP	40 pieces	1
205	Salmonella O Factor O6,14 - 2ml	1 pcs	1
206	Salmonella O Factor O7 - 2ml	1 pcs	1
207	Salmonella H Factor c 2 ml	1 pcs	1
208	Salmonella O Factor O9 - 2ml	1 pcs	1
209	Salmonella H Factor m - 2ml	1 pcs	1
210	Salmonella O - Factor O4 2ml	1 pcs	1
211	Immunochromatographic toxin A/B test for C. difficile	25 tests	1
212	Immunochromatographic test for detection of malaria in human blood	30 tests	1
213	CT 103 XL kit for Check-Points	piece	1

The place of acceptance of the supplies shall be the Microbiological Lab of UCCK of Kosovo based in Pristina **within 45 days other and the Incoterm applicable shall be CIP (Carriage and Insurance Paid to The implementation period of tasks shall run from 45 days.**

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be **55.673,57 EUR;**

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

Article 5 Other specific conditions applying to the contract

Done in English in two originals: one original being for the contracting authority and one original being for the contractor.

For the contractor

Name: **Dejan Sinadinov**
Title: **Representative of BIOTEK
KOSOVO L.L.C**

Signature:

Date: *24.07.2020*



For the contracting authority

Name: **Nino Merola**
Title: **Representative of the Italian Agency for
Development Cooperation**

Signature:

Date:

25.06.2020





Agenzia Italiana

per la Cooperazione allo Sviluppo

Tirana office

SPECIAL CONDITIONS FOR SUPPLY CONTRACTS FINANCED BY AICS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions.

Article 2 Language of the Contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1 Following is the physical address of the Contracting Authority and the name of the contact person:

AICS office in Tirana
Rruga Abdi Toptani, Torre Drin, 5 th floor Tirana, Albania
Contact name: Nino Merola
Email: segreteria.tirana@aics.gov.it
Tel: +355 42240881

Article 6 Subcontracting

- 6.2 Subcontract is allowed up to an amount of 30% of the total contract amount. Upon submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts.
- 6.3 Subcontractors must be eligible for the supplies/services/works they are assigned

Article 7 Supply of documents

- 7.1.1 Original Manufacturer's brochure (if any) giving all technical information about the item proposed must accompany the proposal. Failure of providing this information will lead to exclusion from the evaluation process
- 7.1.2 Original software and any other kind of license shall be delivered together with the equipment and shall be in the name of the final beneficiary, where applicable
- 7.1.3 The Contractor shall provide together with the goods the didactic material for maintenance and user training courses. The didactic material will be in English.
- 7.1.4 All the labels and indications on the equipment as well as the software included with the equipment shall be in Albanian or English.

Article 8 Assistance with local regulations

No derogation to general conditions of the contract

Article 9 General Obligations

9.9 No derogation to general conditions of the contract

Article 10 Origin

10.1 All supplies under this contract may originate from OECD country.

10.3 By derogation to the provisions of the general conditions, a certification of origin of the goods issued by the manufacturer shall be submitted to the Contracting Authority before the deadline for the submission of tenders along with the administrative documentation listed in the instruction to tenderers.

Article 11 Performance guarantee

11.1 The performance guarantee is set at the 10 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority. No proportion of performance guarantee is assigned to after-sales service

Article 12 Liabilities and Insurance

12.2b), paragraph 2 At the time of signing the contract and before commencing the execution of the contract, the contractor shall take out the insurances policies indicated below, at its own expense, to cover the civil liability deriving from the execution of the contract in accordance with the provisions in article 12 of the General conditions of the contract.

The insurance must satisfy at least the requirements listed below:

(a) Cargo Insurance

Object: Loss and/or damage caused to equipment, components and materials supplied, including equipment, tools and machinery used to perform the contract, during the transport from the store of contractor and/or subcontractor to the installation site;

Insured capital: 110% (one hundred and ten percent) of the contract value;

Insured Parties: Contractor and beneficiary

Coverage: From the date of release from the store to the date of delivery.

(b) Installation floater

Object: Damage to the supplies and the infrastructures during the installation, including damages caused to equipment, tools and machinery used to perform the contract.

Insured capital: 110% (one hundred and ten percent) of the total amount of the contract;

Insured Parties: Contractor and the beneficiary;

Coverage: Until the final acceptance

(c) Third party liability coverage

Object: Injuries or death suffered by third parties (including employees of the contractor, its subcontractors, and the staff of the beneficiary and/or its representatives), and losses or damages caused by the execution of the contract, including (i) damages to the properties of the beneficiary, (ii) damages caused by the activity suspension, (iii) damage to third

parties caused by fire, (iv) damage to third parties caused by environmental pollution;

Insured capital: EURO 3,000,000 (three million) for injury or death; 20% (twenty percent) of the contract value for physical damages to the properties of the beneficiary

Insured Parties: Third parties

Coverage: Beginning of the activities until the date of final acceptance

(d) Vehicle Insurance

Object: Any damages caused by the use of vehicles during the execution of the contract including the warranty period (regardless whether or not these vehicles belong to the contractor and/or subcontractor)

Insured capital: EURO 3,000,000 (three millions) for bodily injuries or death

EUR 1,000,000 (one millions) for property damages

Insured Parties: Third parties

Coverage: Until the final acceptance

Article 13 Programme of implementation of tasks

- 13.2 The contractor shall submit, within 15 days of signing the contract, a final plan of activities agreed with the Contracting Authority, stamped and signed by the legal representative. The final activity plan will indicate the human resources and all the other means intended to use. This plan must take into account the operational needs of the Microbiological Lab and minimize any inconvenience arising from the execution of the contract.

The Contracting Authority shall approve the activity plan within 10 days after its submission or may propose modifications within the same term. If the Contracting Authority will not respond within 10 days, the activity plan will be considered approved by silent consent. In the event of request of modification, the contractor will have further 10 days at disposal to propose modifications to the activity plan. If modifications will not be submitted for approval within the new deadline, the contractor may incur in the sanctions as provided for in article 21 - Delays in implementation of the tasks - of the contract general conditions.

Article 14 Contractor's drawings

- 14.1 No derogation to general conditions of the contract

Article 15 Sufficiency of tender prices

- 15.1 The prices indicated in the budget Forms will be fixed and invariable throughout the duration of the contract. Contract prices will be indicated in Euro and paid exclusively in Euro.

Article 16 Tax and customs arrangements

- 16.1 Supply Incoterms, version 2010, shall be CIP (Carriage And Insurance Paid To) Custom duties and import taxes, including VAT, will not be considered in the overall price.

Irrespective of the origin of the goods, the contract will be exempted from registration fees.

Article 17 Patents and licences

- 17.1 No derogation to general conditions of the contract

Article 18 Commencement order

18.1 The Contracting Authority shall inform the Contractor by administrative order of the date on which implementation of the tasks shall begin.

The contracting authority undertakes to provide the contractor a 15 days notice for the date of the activity commencement.

Article 19 Period of implementation of the tasks

19.1 Each Lot shall be delivered and installed within 45 calendar days calculated from the date of the commencement order, and according to the approved activity plan.

Article 24 Quality of supplies

24.1 All the items supplied, regardless of their origin, must comply with the EU standards and regulations, even when it is not expressly referred to in the technical specifications. All the items supplied must bear the label of conformity **CE**. All the requirements indicated in the technical specifications must be met and the quality of the items supplied needs of be appropriate for the use the Microbiological Lab of UCCK of Kosovo based in Pristina. All the items supplied must be new.

Article 25 Inspection and testing

- 25.2.1 The Purchaser will inspect the delivered good checking their quantities and their integrity and will preliminary accept the goods according with the result of the check.
- 25.2.2 The Contractor shall be present to the above mentioned phases, otherwise the Contractor will accept any decision taken by the Purchaser.
- 25.2.3 The Purchaser shall evaluate, item by item, the consistency of the goods and the services supplied respecting the contract conditions and the technical specifications.
- 25.2.4 Each item shall be declared as compliant, not-compliant or revisable.
- 25.2.5 The official preliminary acceptance is declared successful when all the items of a Lot are declared compliant.
- 25.2.6 The Contractor shall substitute all not-compliant items with compliant ones at its own cost.
- 25.2.7 An item is declared revisable only if it has minor defects or is not perfectly compliant; in these cases, only when the Contractor has substituted the item or has solved the defects, he can ask for a new official preliminary acceptance.
- 25.2.8 The not-compliant or revisable items shall be substituted or modified without any break of safety and Manufacturer rules, any cost for the Purchaser and any extension to the contractual deadlines; any delay due to not-compliant or revisable items is responsibility of the Contractor, thus liquidated damages are applicable
- 25.2.9 Official testing and commissioning will be carried out by Lot when all items and services of the Lot have been supplied.
- 25.2.10 The Contractor/Installer shall test, calibrate and commission the goods, in presence of the Purchaser, as appropriate and in such way that, upon installation completion, the equipment are operational and ready for use.
- 25.2.11 All the official testing and commissioning procedure costs shall be assumed by the Contractor/Installer, including costs for instrumentation and materials.
- 25.2.12 Testing and commissioning must be carried out by specialized and qualified personnel, certified by the Manufacturer, with at least one senior specialist (relevant experience > 5 years).

- 25.2.13 A complete set of commissioning forms with the entire set of tests run and the results obtained will be given to the Purchaser prior to the provisional acceptance.

Article 26 General principles for payments

26.1 Payments shall be made in EURO.

Payments shall be authorised and issued by the Contracting Authority, AICS office in Tirana.

Contact person: Iris Recì, segreteria.tirana@aics.gov.it

26.5 The payment will be issued in two instalment according to the scheme below:

- 20% (twenty percent) of the total amount of the contract, as an advance payment if requested by the Contractor, within 45 (forty-five) days from the date of submission of the relevant invoice and the pre-financing guarantee (model in folder B) to the Contracting Authority, against provision of performance guarantee of the same amount plus 10% percent.
- 80% (eighty percent) or 100% (in the event that no advance payment is requested) of the total amount of the contract, as balance payment, within 45 (forty-five) days from the date of submission of the relevant invoice to the Contracting Authority and following the issuance of the provisional acceptance certificate.

Article 29 Delivery

29.3 All the goods must be shipped, protected by proper packaging in order to prevent any damage during transport until their final destination. The packaging system must be sufficient to withstand inadequate handling, exposure to elevated temperature, salty environments and precipitation during transport and storage with no risk of damage to the goods.

Before the shipment, the contractor shall notify the Contracting Authority and the insurance company all the shipment details such as the contract number, the description of the items, quantities, the carrier, the port or place of departure, the date of departure and the port or place of arrival, etc.

The delivery will be CIP University Clinical Centre of Pristina, Kosovo / Microbiology laboratory.

29.5/6/7 The contractor must send the Contracting Administration the following documents, with copies to the insurance company:

- The original commercial invoice indicating the materials description, quantity, unit price and total and the name and address of the beneficiary;
- An original and three copies of the boarding document;
- Copies of the "Packing list" identifying the contents of each package;
- Copy of the insurance certificate;
- The guarantee certificate of the contractor or contractor in one original and two copies;
- Certificate of origin of goods provided in two copies (the original and a copy).

All the aforementioned documents must indicate the following:

- "donation of the Government of Italy"
- Contract reference N°8260014B2D

All the documents listed above must be received by the contracting authority at least one week before the arrival of materials in the port or at the place of destination;

Each package will indicate the name of the Contracting Authority, the beneficiary, the contractor, the Contract reference no. and the type of equipment. In particular,

each package must bear stickers clearly displaying the logo of the Italian Agency for the Development Cooperation, as follows:



Article 31 Provisional acceptance

- 31.2. The provisional acceptance of the supply and the subsequent issuance of the provisional acceptance certificate will occur upon successful completion of the checks and tests referred to in article 25 and the requirements referred to in article 29 of general and special conditions of the contract. The Contracting Authority will issue the provisional acceptance certificate after proper authorisation from the Microbiological Lab of UCCK and no later than 15 days from the date of such authorisation is received.

Article 32 Warranty obligations

- 32.6.1 The warranty period shall commence on the date of provisional acceptance stated in the certificate.
- 32.6.2 The warranty certificate will be in the name of the final Beneficiary.
- 32.6.3 The warranty will cover the entire lot of items supplied including any and all components parts, spare parts, software modules, accessories and consumables.
- 32.6.4 The warranty coverage will be applied fully and without any cost to the beneficiary and to the users, including but not limited to the cost of visits, labor, spare parts, and shall be valid for unlimited consultations within the warranty period, save in cases of proven misuse, intentional damage or force majeure.
- 32.6.5 If in the opinion of the Contractor the goods were subject to misuse, intentional damage or force majeure, therefore not covered by warranty, the Contractor shall present indubitable proof of such misuse, intentional damage or force majeure.
- 32.6.6 The time elapsed between the communication about the broken equipment and the first intervention on site will be, within the warranty period, not longer than 2 business days.
- 32.6.7 The Contractor shall provide provisional substitute equipment, in case of not immediately resolving maintenance interventions, with the same functions and quality, with a full set of consumables, with retraining in case of different model and with written approval of the Purchaser; upon approval of the Purchaser, the not-functioning days count can be suspended.
- 32.6.8 The warranty shall include preventive maintenance and calibration, according to the Manufacturer's specifications and periodicity, and in any case not less than 2 interventions per year; all intervention and materials, including instruments, periodic maintenance kits and consumables, will be provided by the Contractor without any cost for the Purchaser.
- 32.6.9 The warranty shall include quality and safety controls, according to the Manufacturer's specifications.
- 32.6.10 All corrective and preventive maintenance, calibration, quality and safety controls shall be performed by specialized and qualified personnel, certified by the Manufacturer, and using original parts and consumables.
- 32.6.11 The schedule of the preventive maintenance, calibration, quality and safety checks visits shall be presented before the issuance of the provisional acceptance certification.

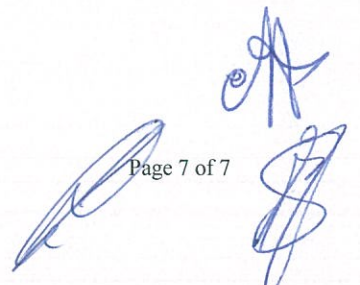
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32.7 The warranty must remain valid for a period of no less than two years after provisional acceptance.

Article 40 Settlement of disputes

Any dispute arising out of or relating to this Contract, which cannot be settled otherwise, shall be settled in accordance with the law of the country of the Contracting Authority, or where the Contracting Authority is AICS, by the Italian law.

* * *

Handwritten signatures in blue ink, including a large stylized signature on the left and two smaller signatures on the right.