

APPROVED
by the Order of
the Ministry of Finance
no. 173 of October 5, 2018

STANDARD DOCUMENTATION

for public procurement of goods

Object of the procurement: **Procurement of antiCOVID-19 vaccine for use in
the national COVID-19 immunization plan**

CPV code: **33600000-6**

Contracting authority: **Center for Centralized Public Procurement in
Healthcare**

Procurement procedure: **Open Tender**

CHAPTER I
INSTRUCTIONS FOR TENDERERS (IFT)
[Note: will not be changed by the Contracting Authority]

Section 1. General provisions

1. Purpose of the procurement procedure

1.1. The contracting authority issues the award documents for the procurement of goods, as specified in the Procurement Data Sheet (hereinafter **PDS**).

2. The principles underlying the award of the procurement contract

2.1. The principles underlying the award of the public procurement contract are:

- a) free competition;
- b) efficiency of the use of public funds and minimization of the risks of the contracting authorities / entities;
- c) transparency;
- d) equal, impartial and non-discriminatory treatment of all tenderers and economic operators;
- e) environmental protection;
- f) observance of the rule of law;
- g) confidentiality;
- h) taking responsibility within the public procurement procedures.

3. Source of funding

3.1. The **PDS** will specify the source of funding for the contract payments to be awarded.

3.2. The contracting authority shall ensure that, when the public procurement procedure is initiated, the financial means are allocated and intended exclusively for the procurement in question.

4. Participants in the tender

4.1. Participant in the tender can be any resident or non-resident economic operator, natural or legal person of public or private law or association of such persons, who has the right to participate, under the conditions of Law no. 131/2015 on public procurement (hereinafter Law no. 131/2015), to the procedure for awarding the public procurement contract.

4.2. The right to participate in the procedures for awarding public procurement contracts may be reserved by the Government to some protected workshops and social insertion enterprises if the majority of involved employees are persons with disabilities who, by the nature or severity of their deficiencies, cannot carry out a professional activity under normal conditions.

5. Costs of participation in the procurement procedure

5.1. The tenderer shall bear all costs related to the preparation and submission of the offer, and the contracting authority shall not be liable for these costs, regardless of the conduct or the result of the tender procedure.

5.2. When submitting offers, the economic operator, as the case may be, will pay a fee. The manner of payment of the mentioned fee, as well as its amount are established by the Government.

5.3. The payment of the fee for the submission of the offer will be made through the electronic procurement platform through which the offer is submitted.

6. Language of communication within the tender

6.1. The offer, the European Single Procurement Document (hereinafter **ESPD**), the Award Documents and all correspondence between the tenderer and the contracting authority will be drawn up in the state language. The supporting documents and the printed literature, which are part of the offer, may be in another language, provided that they are accompanied by an accurate translation of the relevant excerpts into the state language.

6.2. The contracting authority may, as appropriate, specify in the **PDS** the possibility of submitting the offer in another international language.

7. Sections of Award Documents

7.1. The award documents shall include all the sections indicated in this point and shall be read in conjunction with any modification under IFT8.

CHAPTER I. Instructions for tenderers

CHAPTER II. Procurement Data Sheet

CHAPTER III. Forms for submitting the offer

CHAPTER IV. Technical and price specifications.

CHAPTER V. Contract form

8. Clarification and modification of Award Documents

8.1. The participant requesting clarifications on the award documents will contact the contracting authority in writing form, by electronic means of communication. The contracting authority will respond in writing, by electronic means of communication to any request for clarification, before the deadline for submission of offers.

8.2. Until the expiry of the deadline for submission of offers, the contracting authority has the right to modify the award documentation either on its own initiative or as response to the request for clarification of an economic operator, extending, as appropriate, the deadline for submission of offers, so that from the date of notification of the modifications operated until the new deadline for submission of offers to remain at least 50% of the initially established deadline.

8.3. If the economic operator has not submitted the request for clarification in due time, thus making it impossible for the contracting authority to comply with the deadlines provided for in Article 34, paragraph (4) of Law no. 131/2015, the latter is entitled not to answer.

9. Corruption practices and other prohibited practices

9.1. Contracting authorities and participants in public tenders shall comply with the highest standards of behavioural ethics in the conduct and implementation of procurement processes, as well as in the fulfillment of public procurement contracts.

9.2. If the contracting authority finds that the tenderer has been involved in the practices referred to in point IFT9.4 within the competition process for the public procurement contract or during the fulfillment of the contract, it shall:

- a. exclude the tenderer from the respective procurement procedure by including it in the Prohibition List, according to the provisions of the Regulation on the List of the prohibited economic operators; or
- b. undertake any other measures provided for in Article 40 of Law no. 131/2015.

9.3. If the Public Procurement Agency, in the process of monitoring public procurement procedures, finds that an economic operator has been involved in the practices referred to in point IFT9.4, it shall immediately report to the competent bodies any cases of corruption or attempted corruption committed by the respective economic operator.

9.4. In the procurement and contract fulfillment procedures, are not allowed:

- a. to promise, offer or give to a person in charge, personally or through a mediator, goods or services, or any other thing of value, in order to influence the actions of another party;
 - b. any act or omission, including misinterpretation, which knowingly or negligently misleads or tends to mislead a party, in order to obtain a financial or other benefit or to avoid an obligation;
 - c. the agreement prohibited by law, between two or more parties, made in order to coordinate their behavior in public procurement procedures;
 - d. to damage or prejudice, directly or indirectly, any party or property of that party, in order to improperly influence its actions;
 - e. deliberate destruction, falsification, counterfeiting or concealment of the evidence materials of the investigation, or giving false information to investigators, in order to essentially prevent an investigation conducted by the relevant bodies in order to identify practices referred to in letter a) -d); as well as threatening, harassing or intimidating any party to prevent it from disclosing information on matters relevant to the investigation or conducting the investigation.
- 9.5. The staff of the contracting authority shall exclude corrupt practices in order to obtain personal benefits in connection with the conduct of the public procurement procedure.

Section 2. Qualification criteria

10. General criteria

10.1. In order to confirm the qualification data in the public procurement procedure, the economic operator will complete and present the **ESPD**, in accordance with the requirements established by the contracting authority.

10.2. The submission of any **ESPD** form other than the one requested by the contracting authority, will serve as basis for disqualification from the public procurement procedure.

10.3. The contracting authority will apply qualification criteria and requirements only regarding:

- a) the eligibility of the tenderer or candidate;
- b) the ability to pursue the professional activity;
- c) the economic and financial capacity;
- d) the technical and / or professional capacity;
- e) the quality assurance standards;
- f) the environmental protection standards.

11. Eligibility of the tenderer or candidate

11.1. Any resident or non-resident economic operator, natural or legal person of public or private law or association of such persons has the right to participate in the procedure for awarding the public procurement contract.

11.2. Any tenderer or candidate who has been convicted, in the last 5 years by final decision of a court, for participating in the activities of a criminal organization or group for corruption, fraud and / or money laundering, terrorist offenses or crimes related to terrorist activities, terrorist financing, child labour and other forms of trafficking in human beings, shall be excluded from the procedure for awarding the public procurement contract.

11.3. Any tenderer who is in any of the following situations, shall be excluded from the procedure for awarding the public procurement contract, respectively it is not eligible if:

- a. is in the process of insolvency as a result of a court decision;
- b. has not fulfilled its obligations to pay taxes, fees and social security contributions to the component budgets of the general consolidated budget, in accordance with the legal provisions in the Republic of Moldova or in the country where it is established;
- c. has been convicted, in the last three years, by a final decision of a court, for an act that has violated professional ethics or for committing a mistake in professional matters;
- d. presents false information or does not present the information requested by the contracting authority, in order to demonstrate the fulfillment of the qualification and selection criteria;
- e. has breached the obligations applicable in the field of the environment, employment and social insurance, if the contracting authority demonstrates this by any appropriate means;
- f. is guilty of professional misconduct, which calls into question its integrity, if the contracting authority proves this by any appropriate means;
- g. has concluded agreements with other economic operators aimed at distorting competition, if this fact is established by a decision of the competent body in this respect;
- h. is in a situation of conflict of interests that cannot be effectively remedied by the measures provided for in Article 74 of Law no. 131/2015;
- i. is included in the List of the prohibited economic operators.

11.4. The contracting authority may, as appropriate, establish in the award documentation the possibility of providing evidence by economic operators who are in one of the situations referred to in points IFT11.2 and IFT11.3, presenting the measures taken by them to demonstrate their reliability, despite the existence of a basis for exclusion.

11.5. The contracting authority shall extract the information necessary to establish the existence or non-existence of the circumstances referred to in points IFT11.2 and IFT11.3 from the available databases of public authorities or third parties. If this is not possible, the contracting authority must accept as sufficient and relevant to demonstrate that the tenderer / candidate does not fall into one of the situations referred to in points IFT11.2 and IFT11.3 any document considered to be probative in this respect in the country of origin or in the country where the tenderer is established, such as certificates, criminal records or other equivalent documents issued by the competent authorities of that country.

11.6. In the cases referred to in point IFT11.3, in accordance with the national law of the State in which the tenderers are established, such requests shall apply to natural and legal persons, including, where appropriate, to company directors or any person with power of representation, decision or control over the tenderer / candidate.

11.7. If in the country of origin or in the country where the tenderer / candidate is established, documents as those set out in point IFT11.4 are not issued or those documents do not concern all the situations set out in points IFT11.2 and IFT11.3, the contracting authority has the obligation to accept an affidavit or, if there are no legal provisions in that country on the affidavit, the contracting authority will accept an authentic declaration given before a notary, an administrative or judicial authority or a professional association that have competences in this respect.

11.8. Any economic operator in any of the situations set out in points IFT11.2 and IFT11.3 which can lead to its exclusion from the award procedure may provide evidence that the measures taken by it are sufficient to demonstrate its credibility in relation to the reasons for exclusion, unless the economic operator has been excluded by a final decision of a court from participating in public procurement procedures.

11.9. The contracting authority shall assess the measures taken by economic operators taking into account the particular gravity and circumstances of the crime or the misconduct. If the contracting authority considers that the measures taken are insufficient, the contracting authority shall inform the tenderer/ candidate about the reasons for the exclusion.

12. Capacity to exercise professional activity

12.1. The contracting authority shall require any tenderer to provide proof of a form of registration as a legal person, the legal capacity to supply goods in accordance with the legal provisions of the country in which it is established.

13. Economic and financial capacity

13.1. If the contracting authority requests the demonstration of economic and financial capacity, it shall indicate in the award documentation the information that the economic operators are to submit for this purpose. The economic and financial capacity is achieved, as the case may be, by presenting one or more relevant documents, such as:

- a. appropriate bank statements or, as the case may be, evidence of occupational risk insurance;
- b. financial statements or, if the publication of such statements is required by the law of the country in which the tenderer is established, extracts from the financial statements;
- c. statements concerning the total turnover or, as the case may be, statements concerning the turnover in the field of activity related to the object of the contract in a previous period covering the activity of the last 3 years, insofar as the respective information is available. In the latter case, the contracting authority has the obligation to take into account the date on which the economic operator was established or started its commercial activity.

13.2. For the purposes of point IFT13.1 (letter c), the minimum annual turnover imposed on economic operators shall not exceed twice the estimated value of the contract, except in justified cases, such as those related to special risks related to the nature of the goods.

13.3. When a contract is divided into batches, the turnover index applies to each individual batch. However, the contracting authority shall determine the minimum annual turnover imposed on economic operators in respect of groups of batches, if the successful tenderer is awarded several batches to be executed at the same time.

13.4. If, for duly justified objective reasons, the economic operator does not have the opportunity to present the documents requested by the contracting authority, it shall have the right to demonstrate its economic and financial capacity by presenting other documents that the contracting authority may consider probative insofar as they reflect a true and fair view of the economic and financial situation of the tenderer / candidate.

13.5. The tenderer / candidate can also demonstrate its economic and financial capacity by the support provided by another person regardless of the nature of the legal relations existing between the tenderer / candidate and the respective person.

13.6. In the case provided for in point IFT13.5, the tenderer / candidate has the obligation to prove the support that it receives by presenting in writing, a clear commitment of that person, concluded in authentic form, by which this person confirms that he/she will make available to the tenderer / candidate the financial resources invoked.

13.7. The person providing financial support must meet the relevant selection criteria and must not be in any of the situations set out in point IFT11.2 and point IFT11.3 letters (c-g), which determine the exclusion from the award procedure.

13.8. An association of economic operators also has the right to rely on the capabilities of the members of the association or of other persons.

14. Technical and / or professional capacity

14.1. In the case of applying a procedure for the award of a contract for the procurement of goods, in order to verify the technical and / or professional capacity of tenderers, the contracting authority has the right to request them, depending on the specifics, quantity and complexity of the

goods to be provided and only to the extent that this information is relevant to the performance of the contract and it is not available in the databases of public authorities or third parties, the following:

- a. a list of the main deliveries of similar goods made in the last 3 years, containing values, delivery periods, beneficiaries, regardless of whether the latter are contracting authorities or private clients. Deliveries of goods are confirmed by the presentation of certificates / documents issued or countersigned by an authority or by the beneficiary customer. If the beneficiary is a private client and, for objective reasons, the economic operator does not have the possibility to obtain a certification / confirmation from him/her, the demonstration of the deliveries of goods is made by a declaration of the economic operator;
- b. a statement on the technical equipment and the measures applied to ensure quality, as well as, where appropriate, a statement on the study and research resources;
- c. information on the staff / specialized technical body at its disposal or whose commitment to participate has been obtained by the tenderer, in particular to ensure quality control;
- d. certificates or other documents issued by bodies empowered for this purpose, attesting the conformity of the goods, clearly identified by reference to relevant specifications or standards;
- e. samples (in so far as the need for presentation is justified), descriptions and / or photos, the authenticity of which can be demonstrated if the contracting authority so requests, proof of specific experience in the delivery of the goods;
- f. minimum production capacity or equipment and / or minimum professional capacity

14.2. In order to fulfill the contract, the technical and professional capacity of the tenderer may be supported by another person, regardless of the nature of the legal relations existing between the tenderer and the respective person.

14.3. In the case provided for in point IFT14.2, the tenderer / candidate has the obligation to prove the support that it benefits by presenting in writing a clear commitment of the person concerned, concluded in authentic form, by which this person confirms that he / she will make available to the tenderer / candidate the financial resources invoked.

14.4. The person providing financial support must meet the relevant selection criteria and must not be in any of the situations set out in point IFT11.2 and point IFT11.3 letters (c-g), which determine the exclusion from the award procedure.

14.5. The tenderer / candidate has the right to have the support of other persons only when the latter will carry out the activities or services for the fulfillment of which the respective professional capacity is necessary.

15. Quality assurance standards.

15.1. The contracting authority requires the presentation of certificates, issued by independent bodies, certifying that the economic operator complies with certain quality assurance standards, it must relate to quality assurance systems, based on the relevant series of European standards certified by bodies complying with the series of European certification standards, or relevant international standards, issued by accredited bodies.

15.2. In accordance with the principle of mutual recognition, the contracting authority is required to accept equivalent certificates issued by bodies established in the Member States of the European Union. If the economic operator does not hold a quality certificate as required by the contracting authority, the latter shall be obliged to accept any other certifications submitted by that economic operator, in so far as they confirm the assurance of an appropriate level of quality.

16. Environmental protection standards.

16.1. The contracting authority may require the presentation of certificates, issued by independent bodies, certifying that the economic operator complies with certain environmental protection standards, which must relate:

- a) either to the Environmental Management and Audit System (EMAS);
- b) either to ecological management standards based on the series of European or international standards in the field, certified by bodies complying with European Union legislation or with European or international certification standards.

16.2. In accordance with the principle of mutual recognition, the contracting authority is required to accept equivalent certificates issued by bodies established in the Member States of the European Union. If the economic operator does not hold an environmental certificate as required by the contracting authority, the latter is required to accept any other certifications submitted by that economic operator, in so far as they confirm the provision of an appropriate level of environmental protection.

17. Qualification of candidates in case of association

17.1. In the case of an association, the requirements for the fulfillment of the qualification and selection criteria related to the ability to pursue the professional activity and those related to the eligibility of the tenderer or candidate must be met by each associate. The criteria regarding the economic and financial situation and those regarding the technical and professional capacity can be fulfilled by the proportional cumulation to the tasks that belong to each associate. Criteria for turnover, in the case of an association: the average annual turnover taken into account will be the overall value, resulting from the sum of the average annual turnover corresponding to each member of the association. In the case of an association, the requirements for quality assurance standards and environmental protection standards must be met by each member of the association.

Section 3. Preparation of offers

18. Documents that constitute the offer

18.1. The offer will include the following:

- a) the financial proposal, which will include, as the case may be, the offer guarantee;
- b) the technical proposal, as well as supporting and optional documents requested by the contracting authority;
- c) The European Single Procurement Document;

18.2. Economic operators will prepare offers in a structured and secured manner, as response to the participation notice published by the contracting authority in the AIS “SRPP”, and will submit offers electronically, using the interactive workflows provided by the electronic platforms, except for the cases provided for in Article 32 paragraphs (7) and (11) of Law 131/2015.

19. Documents to demonstrate the conformity of the goods

19.1. In order to establish the conformity of the goods with the requirements of the award documents, the tenderer will submit, as part of its offer, documentary evidence attesting that the goods comply with the delivery conditions, technical specifications and standards specified in CHAPTER IV.

19.2. In order to demonstrate the technical conformity of the proposed goods, the proposed quantities and the delivery terms, the tenderer will complete the Technical Specifications Form (F4.1) and Price Specifications (F4.2). The tenderer will also include specialized documentation, drawings, extracts from catalogs and other supporting technical data, as appropriate.

20. Alternative offers

20.1. The economic operator is entitled to submit alternative offers only if the contracting authority has explicitly stated in the participation notice and in the **PDS** point **3.1** that it allows or requests the submission of alternative offers with the specification in the award documentation of the mandatory minimum requirements that the economic operators must comply with them, as well as any other specific requirements for the submission of alternative offers. If the award documentation does not explicitly state that the contracting authority allows or requests the submission of alternative offers, the latter shall not be entitled to consider alternative offers.

21. Offer guarantee

21.1. The tenderer will submit, as part of its offer, an offer guarantee (**F3.2**), as specified in **PDS** point **3.2**.

21.2. The offer guarantee will correspond to the amount specified in **PDS** point **3.3**, in Moldovan lei, and will be:

- a) as a bank guarantee from a licensed banking institution, valid for the period of validity of the offer or other extended period, as the case may be, in accordance with point IFT23.2; or
- b) transfer on behalf of the contracting authority; or
- c) other forms accepted by the contracting authority, specified in **PDS** point **3.2**.

21.3. If an offer guarantee is required in accordance with the point IFT21.2, any offer not accompanied by such a properly prepared guarantee will be rejected by the contracting authority as inadequate.

21.4. The offer guarantee of the unsuccessful tenderers will be refunded immediately upon the occurrence of any of the following events:

- a) expiration of the validity term of the guarantee
- b) concluding a public procurement contract and submitting the performance guarantee of the contract, if such a guarantee is provided in the tender documents;
- c) suspension of the tender procedure without concluding a public procurement contract;
- d) withdrawal of the offer before the expiry of the deadline for submission of offers, if the award documentation does not provide the inadmissibility of a such withdrawal.

21.5. The offer guarantee will be withheld if:

- a) the tenderer withdraws or modifies its offer during the period of validity of the offer specified by the tenderer in the Offer Form, except for the cases provided for in point IFT23.2; or
- b) the successful tenderer refuses:
 - to submit the Performance Guarantee according to point IFT42;
 - to sign the contract according to point IFT43.

21.6. The offer guarantee submitted by the Association must be on behalf of the Association that submits the offer.

22. Prices

22.1. The prices indicated by the tenderer in the Offer Form (**F3.1**) and in the Price Specifications (**F4.2**) will comply with the requirements specified in point IFT22.

22.2. All batches and items must be listed and evaluated separately in the Technical Specifications (**F4.1**) and Price Specifications (**F4.2**).

22.3. The price to be specified in the Offer Form will be the total amount of the offer, including VAT.

22.4. Incoterms terms, such as EXW, CIP, DDP and other similar terms, will be subject to the rules set out in the current edition of Incoterms, published by the International Chamber of Commerce, as stated in the **PDS** point **3.4**.

22.5. The prices will be indicated as shown in the Price Specifications (**F4.2**).

22.6. The contracting authority will make payments in accordance with the methodology and conditions indicated in the **PDS** point **3.7**.

23. Validity term of the offers

23.1. The offers will remain valid for the period specified in **PDS** point **3.8**. from the deadline for the submission of offers set by the contracting authority. An offer valid for a shorter period will be rejected by the contracting authority as inappropriate.

23.2. In exceptional cases, before the expiry of the validity period of the offer, the contracting authority may require tenderers to extend the period of validity of the offer. The request and the response to the request will be published in the AIS “SRPP”. If a guarantee is required under the public procurement procedure, in accordance with the provisions of point IFT23, the economic operator shall extend the validity of the guarantee accordingly. A tenderer may refuse the request for extension without losing the guarantee offer. Tenderers who accept the extension request will not be asked and will not be allowed to modify the offer.

24. Currency of the offer

24.1. The prices for the requested goods will be indicated in Moldovan lei, except in cases where the **PDS** point **3.9**. provides otherwise.

25. Offer format

25.1. The offer will be prepared in electronic format, in accordance with the requirements of the contracting authority, with the help of the existing instruments in the AIS “SRPP”, except for the cases provided for in Article 32 paragraphs (7) and (11) of Law no. 131/2015.

Section 4. Submission and opening of offers

26. Submission of offers

26.1. The offer, written and signed, as the case may be, is presented in accordance with the requirements set out in the award documentation, using the AIS “SRPP”, except for the cases provided for in Article 32 paragraphs (7) and (11) of Law no. 131/2015. The contracting authority shall issue to the economic operator, necessarily, a receipt indicating the date and time of receipt of the offer or confirming its receipt in cases where the offer has been submitted by electronic means. The presentation of the offer involves the submission in a common set of the technical proposal, the financial proposal, the **ESPD** and the guarantee offer.

26.2. When submitting the offer through the AIS “SRPP”, the economic operator will take into account the time required to upload the offer in the system, providing sufficient time to submit the offer within the established terms.

27. Deadline for submission of offers

27.1. Offers must be submitted no later than the date and time specified in **PDS** point **4.2**. The contracting authority may, at its discretion, extend the deadline for the submission of offers by amending the award documentation in accordance with IFT7.

28. Delayed offers

28.1. AIS “SRPP” will not accept offers submitted after the deadline for submission of offers.

28.2. In the cases provided for in Article 32 paragraphs (7) and (11) of Law no. 131/2015, offers submitted after the opening of the deadline for offers specified in the PDS point 4.2, will be registered by the contracting authority and returned to the tenderer, without being opened.

29. Modification, substitution and withdrawal of offers

29.1. Unless the award documentation provides otherwise, the tenderer shall have the right to modify or withdraw the offer before the expiry of the deadline for the submission of offers, without losing the right to withdraw the offer guarantee. Such a change is valid if it was made before the deadline for submission of offers.

30. Opening of offers

30.1. The contracting authority will open the offers under the AIS “SRPP” system at the date and time specified in the **PDS** point **4.2**.

30.2. The information regarding the tenderers and the offers are made public by their publication in the AIS “SRPP”.

Section 5. Evaluation and comparison of offers

31. Confidentiality

31.1. AIS “SRPP” will provide adequate mechanisms for non-admission of disclosure of the content of offers submitted by participants until the date set for their opening by the authorized persons of the organizer of the public procurement procedure, in accordance with the law. Thus, the application of possible anti-competitive practices in public procurement procedures will be prevented.

32. Clarification of offers

32.1. The contracting authority may, if necessary, request from any of the tenderers a clarification of their offer in order to facilitate the examination, evaluation and comparison of offers. No changes in the prices or content of the offer shall be requested, offered or permitted, except for the correction of arithmetic errors discovered by the contracting authority during the evaluation of the offers, in accordance with IFT33.

32.2. If the tenderer does not comply with the request of the contracting authority to reconfirm the qualification data for the conclusion of the contract, its offer shall be rejected and another successful offer shall be selected from the remaining offers.

32.3. The economic operator shall be required to reply to the request for clarification from the contracting authority no later than three days after the date of dispatch.

33. Determining the conformity of offers

33.1. The contracting authority's assessment of the adequacy of an offer shall be based on the content of the offer.

33.2. It is considered that the offer complies with the requirements, the one that corresponds to all the terms, conditions and specifications in the award documents, not having essential deviations or having only insignificant deviations, errors or omissions that can be removed without affecting the essence of the offer. A deviation will be considered insignificant if:

- a) it does not substantially affect the scope, quality or performance of the goods specified in the contract;
- b) it does not substantially limit the rights of the contracting authority or the obligations of the tenderer under the contract;
- c) would not unfairly affect the competitive position of other tenderers submitting offers in accordance with the requirements.

33.3. If an offer does not comply with the requirements of the award documents, it will be rejected by the contracting authority.

34. Nonconformities, errors and omissions

34.1. The contracting authority has the right to consider the offer in accordance with the requirements if it contains insignificant deviations from the provisions of the award documents, errors or omissions that can be removed without affecting its essence. Any such deviation shall be expressed quantitatively, as far as possible, and shall be taken into account when evaluating and comparing offers.

34.2. If the tenderer who has submitted the most advantageous offer does not accept the correction of arithmetic errors, his/her offer shall be rejected.

35. Evaluation of offers

35.1. The examination, evaluation and comparison of offers shall be carried out without the participation of tenderers and other unauthorized persons. The contracting authority will examine the offers to confirm that all the documents referred to in point IFT18 have been submitted and to determine the completeness of each document submitted.

35.2. The contracting authority establishes the successful offer(s) by applying the award criterion and the evaluation factors provided in the award documentation, using the evaluation instruments within the AIS “SRPP”, except for the cases provided for in Article 32 paragraphs (7) and (11) of Law no. 131/2015.

36. Qualification of the tenderer

36.1. The contracting authority will determine whether the tenderer is qualified to perform the Contract.

36.2. The assessment of the qualification will be based on a thorough examination of the tenderer's qualification documents, included in the offer according to the provisions of point IFT18, clarifications possible in accordance with the point IFT32, as well as based on the criteria established in points IFT11-16. The criteria that were not included in these points will not be used in assessing the tenderer's qualification.

36.3. An affirmative assessment will be the premise for the award of the contract to the respective tenderer. A negative assessment will result in the disqualification of the offer, in which case, the contracting authority may proceed to the next most economically advantageous offer, in order to make a similar assessment of that tenderer's capabilities in the execution of the contract.

37. Disqualification of the tenderers

37.1. The contracting authority will disqualify the tenderer who submits documents containing false information for the purpose of qualification, or documents that confuse or make false representations in order to demonstrate its compliance with the qualification requirements. If this is proven, the contracting authority may declare the tenderer ineligible for subsequent participation in public procurement contracts, by including him/her in the List of the prohibited economic operators.

37.2. The List of the prohibited economic operators represents an official document and it is drawn up, updated and kept by the Public Procurement Agency according to the provisions of Article 25 of Law no. 131/2015, in order to limit the participation of economic operators in public procurement procedures.

37.3. The tenderer may be disqualified if it is insolvent, the procedure of seizure of the patrimony has been initiated against it, it is in bankruptcy or in liquidation process or if the activities of the tenderer are suspended or there is a lawsuit regarding any of the mentioned ones.

37.4. The tenderer is disqualified in case of application of administrative or criminal sanctions, during the last 3 years, against the management persons of the economic operator in connection with their professional activity or with the presentation of erroneous data in order to conclude the public procurement contract.

37.5. The tenderer is disqualified for non-payment of taxes and other mandatory payments in accordance with the law of the country in which it resides. The contracting authority will require tenderers to demonstrate the permission to conclude public procurement contracts and the composition of the founders and affiliates.

37.6. The contracting authority disqualifies the tenderer if it finds that it is included in the List of the prohibited economic operators.

37.7. The contracting authority will not accept the offer if the tenderer does not meet the qualification requirements.

38. Cancellation of the procedure

38.1. The contracting authority, on its own initiative, cancels the public procurement procedure in the cases provided for in Article 67, paragraph (1) of Law no. 131/2015. The contracting authority has the obligation to communicate through AIS “SRPP” or through other means of communication if the contracting authority carries out procedures based on Article 32 paragraphs (7) and (11) of Law no. 131/2015, to all participants in the public procurement procedure, within 3 days from the date of cancellation, both the termination of the obligations they created by submitting offers and the reason for the cancellation.

Section 2. Award of the contract

39. Award criterion

39.1. The contracting authority will award the contract according to the criteria set out in the **PDS** point **6.1.** to those tenderer whose offer was assessed according to the established criteria as well as to other conditions and requirements of the award documents, provided that the tenderer is also qualified for the execution of the contract.

40. The right of the contracting authority to change the quantities during the award

40.1. At the time of the award of the contract, the contracting authority has the possibility to reduce the quantity of goods with the consent of the economic operator, if the sum of the contracts is higher than the estimated value of the procurement, initially specified in CHAPTER IV in order to comply with the financial resources allocated, but without making any change in the unit price or in other terms and conditions of the offer and of the award documents.

41. Notice of award

41.1. Before the expiry of the period of validity of the offer, the AIS “SRPP” system will allow contracting authorities to prepare the award notice and notification of tenderers, whether or not they have been awarded the standardised contract.

41.2. The communication through which the information is provided, is transmitted by electronic means to the addresses indicated by the tenderers in their offers.

41.3. The unsuccessful tenderers will be informed of the reasons why their offers have not been selected.

42. Performance Guarantee

42.1. At the time of the conclusion of the contract, but not later than the expiration date of the offer guarantee (if requested), the successful tenderer will present the Performance Guarantee in the amount provided by the **PDS** point **6.2.**, using the Performance Guarantee Form (**F3. 3**), included in CHAPTER III, or another form acceptable to the contracting authority, but corresponding to the conditions of the form (**F3.3**).

42.2. The refusal of the successful tenderer to submit the Performance Guarantee or to sign the contract will be a sufficient reason for the cancellation of the award and the forfeiture of the offer guarantee. In this case, the contracting authority may award the contract to the next tenderer with the highest ranked offer, whose offer complies with the requirements and which is considered by the contracting authority to be qualified in the execution of the Contract. In this case, the contracting authority will ask all remaining tenderers to extend the validity of the offer guarantee. At the same time, the contracting authority is entitled to reject all other offers.

43. Signature of the contract

43.1. Once the award notice has been sent, the contracting authority will send to the successful tenderer the completed Contract Form (**F5.1**) and all other component documents of the contract.

43.2. The successful tenderer will sign the contract only after the deadlines have been met, in the appropriate manner, and will return it to the contracting authority within the time period specified in the **PDS** point **6.5**.

44. Right of objection

44.1. Any economic operator who considers that, in the procurement procedures, the contracting authority, by the decision issued or by the procurement procedure applied with the violation of the law, has infringed a right recognized by law, as a result of which it has suffered or may suffer damages, has the right to challenge the decision or procedure applied by the contracting authority, in the manner established by Law no. 131/2015.

44.2. Complaints will be submitted directly to the National Agency for Solving Complaints. All complaints will be submitted, examined and settled in the manner established by Law no. 131/2015.

44.3. The economic operator, within up to 5 days, or as the case may be, 10 days from the date on which it found out about the circumstances that served as grounds for objection, has the right to submit to the National Agency for Solving Complaints a reasoned complaint of the actions, of the decision or procedure applied by the contracting authority.

44.4. Complaints regarding the participation notice in the public procurement procedures and the award documentation will be submitted until the deadline for submission of offers.

CHAPTER II
PROCUREMENT DATA SHEET (PDS)

The following specific data regarding the requested goods will complete, supplement or adjust the provisions of CHAPTER I. In case of a discrepancy or conflict, the provisions of this CHAPTER will prevail over the provisions of CHAPTER I.

Instructions for completing the Procurement Data Sheet are provided in italics.

1. General provisions		
Nr.	Heading	Data of the Contracting Authority / Organizer
1.1.	Contracting authority / Organizer of the procedure, IDNO:	<i>Center for Centralized Public Procurement in Healthcare, 1016601000212</i>
1.2.	Object of the procurement	<i>Procurement of anti-COVID-19 vaccine for use in the national COVID-19 immunization plan.</i>
1.3.	Number and type of procurement procedure:	<i>No. ocds-b3wdp1-MD-1616075654229 Type of procurement procedure: Open tender</i>
1.4.	Type of procurement object	<i>Procurement of anti-COVID-19 vaccine for use in the national COVID-19 immunization plan.</i>
1.5.	CPV code:	33600000-6
1.6.	Source of budget allocations / public money and budget period:	<i>State Budget / Compulsory Medical Insurance Fund / Government Emergency Fund. Budget period: 2021.</i>
1.7.	Budget Allocation Manager:	<i>Center for Centralized Public Procurement in Healthcare, 1016601000212</i>
1.8.	Development partner (as appropriate):	-
1.9.	Name of the buyer, IDNO:	<i>Center for Centralized Public Procurement in Healthcare, 1016601000212</i>
1.10.	Recipient of the goods, IDNO:	<i>National Agency for Public Health Unique identification number: 1018601000021</i>
1.11.	Language of communication:	<i>State language</i>
1.12.	Place / Method of transmission of clarifications regarding the award documentation	<i>Automated Information System "State Register of Public Procurement" MTender</i>
1.13.	Procurement contract reserved for protected workshops	-
1.14.	Type of contract:	<i>Public procurement contract</i>

1.15.	Special conditions on which the performance of the contract depends (optional):	-
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2. List of goods and technical specifications*:

No. d/o	CPV code	Name of the requested goods	Unit of measurement	Quantity	Full technical specification required, Reference standards
1		AntiCOVID-19 vaccine			
1.1	33600000-6	AntiCOVID-19 vaccine	Dose	400 000	<p>Anti-COVID-19 vaccine.</p> <p>The vaccine that obtained conditional marketing authorization in the Republic of Moldova (at the time of opening of tenders), or authorized by the European Medicines Agency (hereinafter EMA) (at the time of opening of tenders) or authorized by the United States Food and Drug Administration (FDA USA) (at the time of opening of tenders) or included in the World Health Organization list for emergency use (Emergency Use Listing) or in the list of COVID-19 vaccines in the WHO EUL / PQ evaluation process at the time of opening of tenders is eligible.</p> <p>* If the vaccine hasn't obtained conditional marketing authorization in the Republic of Moldova the tenderer will present the proof of conditional authorization for the vaccine obtained in the country of origin (Regulatory approval) (at the time of opening of tenders).</p> <p>* The vaccine must have a high safety and efficacy profile. The efficacy of the vaccine needs to be higher than 60%.</p> <p>* Statement from the tenderer guaranteeing the delivery of the vaccine with a remaining shelf life not less than 80% of the initial term (at the time of delivery).</p> <p>* GMP certificate - copy in state or Russian or English languages additionally supplemented with the electronic signature of the</p>

					<p>participant valid at the time of opening the tender.</p> <p>* At the time of opening the tenders, the tenderer will submit a Statement from the vaccine manufacturer, guaranteeing the delivery of the vaccine in the quantity and terms of delivery required in the award documentation.</p> <p>* Summary of product characteristics: - complete, with full specification of the age for which it can be administered. (to be translated into the state or Russian or English languages).</p> <p>* Statement from the tenderer guaranteeing the delivery of the vaccine in accordance with uninterrupted cold chain conditions of - according to the manufacturer's instructions throughout the route from the manufacturer to the consignee, certified by special temperature recording devices.</p> <p>* Within 5 days from the date of notification of the results of the public procurement procedure, the winner tenderer will submit to the contracting authority and the Public Procurement Agency:</p> <p>Statement on the confirmation of the identity of the beneficial owners and their non-involvement in conviction for participation in the activities of a criminal organization or groups, for corruption, fraud and/or money laundering, in accordance with the model approved by the Order of the Ministry of Finance no. 145 of November 24, 2020.</p> <p>* At the time of delivery of the vaccine, the winner tenderer shall ensure that each batch of vaccine is accompanied by the batch release certificate issued by the national control authority of the country of origin and the certificate of conformity issued by the manufacturer and the protocol of tests and trials performed by manufacturer certifying the quality of the product, Certificate of origin of the product.</p>
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					* The winner tenderer will ensure that the vaccine obtains conditional marketing authorisation in the Republic of Moldova until the time of delivery.
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3. Preparation of offers

3.1	Alternative offers:	<i>will not be accepted</i>
3.2	Offer guarantee:	<p><i>[guarantee form a/b/c]</i></p> <p><i>a) The offer will be accompanied by a Guarantee for the offer (issued by a commercial bank) according to form F3.2 from section 3 - Forms for submitting the offer</i></p> <p><i>or</i></p> <p><i>b) Guarantee for offer by transfer to the contracting authority's account, according to the following bank details:</i></p> <p><i>Beneficiary of payment:</i></p> <p><i>Name of the bank:</i></p> <p><i>Tax code:</i></p> <p><i>Settlement account:</i></p> <p><i>Treasury account:</i></p> <p><i>Bank account:</i></p> <p><i>Regional treasury:</i></p> <p><i>with the note "For the set of award documentations" or "For the offer guarantee for the public procurement procedure no. ____ of ____"</i></p>
3.3.	The offer guarantee will be worth:	<i>0.5% of the value of the amount without VAT</i>
3.4.	The applicable edition of Incoterms and the accepted commercial terms will be:	<i>CIP Incoterms 2020</i>
3.5.	Delivery term:	<i>Two installments - I instalment: up to 20 days after signing the contract, II instalment: 30 days from the day of delivery of the first instalment.</i>
3.6.	Place of delivery of goods:	<i>Chisinau Customs Office</i>
3.7.	The payment method and conditions will be:	<i>Payment within up to 30 calendar days, after receipt of the goods at the place of delivery specified in clause 3.6 of the award documentation.</i>
3.8.	The validity period of the offer will be:	<i>30 days</i>
3.9.	Offers in foreign currency:	<i>Accepted</i>

4. Submission and opening of offers

4.1	The place / method of submitting the offers is:	<i>Automated Information System "State Register of Public Procurement" MTender</i>
4.2.	The deadline for submission of offers is:	<i>Automated Information System "State Register of Public Procurement" MTender</i>
4.3.	Persons authorized to be present at the opening of offers (unless offers have been submitted through AIS "SRPP").	The offers will be submitted through the Automated Information System "State Register of Public Procurement" MTender, which can be accessed by any natural and legal person.

5. Evaluation and comparison of offers

5.1.	Prices of the offers submitted in different currencies will be converted into:	<i>Moldovan Lei (MDL)</i>
	Exchange rate source for conversion purposes:	<i>National Bank of Moldova (NBM)</i>
	The applicable exchange rate date will be:	<i>At the date of opening the offers.</i>
5.2.	Evaluation procedure:	<p>The evaluation will be performed per batch at the lowest price without VAT (Incoterms 2020 CIP), for a complete vaccination course per person, meeting all requirements.</p> <p>*Note: In case, when two doses of the vaccine are required for the complete course of immunisation, the bidder will indicate price without VAT (Incoterms 2020 CIP) as a summary for 2 doses in the price specification F4.2. If the complete course of vaccination per person requires 1 dose of vaccine, then the tenderer shall indicate the price without VAT (Incoterms 2020 CIP) per 1 dose in price specification F4.2.</p>
5.3.	The evaluation factors will be the following:	<i>There are not</i>

6. Award of the contract

6.1.	The evaluation criterion applied for the award of the contract will be:	<p>The evaluation will be performed per batch at the lowest price without VAT (Incoterms 2020 CIP), for a complete vaccination course per person, meeting all requirements.</p> <p>*Note: In case, when two doses of the vaccine are required for the complete course of immunisation, the bidder will indicate price without VAT (Incoterms 2020 CIP) as a summary for 2 doses in the price specification F4.2. If the complete course of vaccination per person requires 1 dose of vaccine, then the tenderer shall indicate the price without VAT (Incoterms 2020 CIP) per 1 dose in price specification F4.2.</p>
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6.2.	Amount of the Performance Guarantee (it is established as a percentage of the amount of the contract awarded):	2 %
6.3.	Performance guarantee of the contract:	<p><i>[form of performance guarantee a / b /]</i></p> <p><i>a) Performance guarantee (issued by a commercial bank) according to form F3.3</i></p> <p><i>or</i></p> <p><i>b) Performance guarantee by transfer to the contracting authority's account, according to the following bank details:</i></p> <p><i>Beneficiary of the payment:</i></p> <p><i>Name of the Bank:</i></p> <p><i>Tax code:</i></p> <p><i>Settlement account:</i></p> <p><i>Treasury account:</i></p> <p><i>Bank account:</i></p> <p><i>Regional treasury:</i></p> <p><i>with the note "For the set of award documentation" or "For the offer guarantee for the public procurement procedure no. ____ of ____"</i></p>
6.4.	Form of legal organization to be taken by the association of the group of economic operators to whom the contract has been awarded	Joint Stock Company or Limited Liability Company or Other forms of legal organization
6.5.	Maximum number of days for signing and presenting the contract to the contracting authority, from its submission to signature:	10 days

The content of this Procurement Data Sheet is identical to the data of the procedure within the Automated Information System "STATE REGISTER OF PUBLIC PROCUREMENT". The Procurement Working Group confirms the accuracy of the content of the Procurement Data Sheet, for which it is responsible according to the legal provisions in force.

Head of the working group: _____

CHAPTER III
OFFER SUBMISSION FORMS

The following tables and forms will be completed by the tenderer and will be included in the offer.

Form	Name
F3.1	Offer form
F3.2	Offer guarantee – bank guarantee form
F3.3	Performance Guarantee

Offer form (F3.1)

[The tenderer will complete this form in accordance with the instructions below. Changes to the format of this form will not be allowed, as well as no substitutions will be accepted in its text.]

Date of submission of the offer: “ ___ ” _____ 20__

Procurement procedure No.: _____

Participation notice No.: _____

To: _____

[full name of the contracting authority]

declares that:

[name of the tenderer]

- a) They have been examined and there are no reservations regarding the award documents, including modifications no. _____.
[enter the number and date of each modification, if any]
- b) _____ undertakes
[name of the tenderer]
to supply in accordance with the award documents and conditions stipulated in the technical and price specifications, the following goods _____.
[enter a brief description of the goods]
- c) The total amount of the offer without VAT constitutes:

[enter the price per batches (where applicable) and the total offer in words and figures, indicating all the respective amounts and currencies]
- d) The total amount of the offer with VAT constitutes:

[enter the price per batches (where applicable) and the total offer in words and figures, indicating all the respective amounts and currencies]
- e) This offer will remain valid for the period specified in the **PDS3.8.**, starting with the deadline for submission of the offer, in accordance with the **PDS4.2.**, the offer will remain mandatory and may be accepted at any time until the expiration of this period;
- f) In case of acceptance of this offer, _____
[name of the tenderer]
undertakes to obtain a Performance Guarantee in accordance with **PDS6**, for the proper execution of the public procurement contract.
- g) We are not in any conflict of interests, in accordance with Article 74 of Law no. 131 of 03.07.2015 on public procurement.
- h) The signatory company, its affiliates or subsidiaries, including each partner or subcontractor that are part of the contract, have not been declared ineligible based on the provisions of the legislation in force or based on the regulations with impact on the field of public procurement.

Signed: _____

[signature of the person authorized to sign the offer]

Name: _____

In the capacity of: _____
[official position of the person signing the offer form]

Tenderer: _____

Address: _____

Date: “ ___ ” _____ 20__

Offer guarantee (Bank guarantee) (F3.2)

[The issuing bank will complete this bank guarantee form in accordance with the instructions below. The bank guarantee will be printed on the bank's letterhead, on special protected paper.]

[Name of the bank and address of the issuing office or subsidiary]

Beneficiary: _____
[name and address of the contracting authority]

Date: “ ___ ” _____ 20__

OFFER GUARANTEE No. _____

_____ was informed that
[Name of the bank]

_____ (hereinafter referred to as „Tenderer”)
[Name of the tenderer]

will submit the offer to you on “ ___ ” _____ 20__ (hereinafter referred to as
"offer") for delivery

_____ (object of the procurement)
according to the participation notice no. _____ of “ ___ ” _____
20__.

At the request of the Tenderer, we, _____, hereby,
[Name of the bank]

irrevocably undertake to pay you any amount or amounts that do not exceed the total amount of:
_____ ([amount in figures] _____ ([amount in words]))

upon receipt by us of the first written request from you, accompanied by a declaration stating that the Tenderer violates one or more of its obligations regarding the terms of the offer, namely:

- a) withdrew its offer during the period of validity of the offer or modified the offer after the expiration of the deadline for submission of offers; or
- b) being notified by the contracting authority, during the period of validity of the offer, about the award of the contract: (i) fails or refuses to sign the contract form; or (ii) fails or refuses to provide a performance guarantee, if required under the terms of the offer, or has not performed any of the conditions specified in the award documents prior to the signing of the procurement contract.

This guarantee will expire if the tenderer becomes the successful tenderer, upon receipt by us of the copy of the contract award notice and following the issuance of the Performance Guarantee issued to you at the request of the Tenderer.

This guarantee is valid until “ ___ ” _____ 20__.

[authorized signature of the bank]

Performance Guarantee (F3.3)

[The commercial bank, at the request of the successful tenderer, will complete this form on the letterhead, in accordance with the instructions below.]

Date: “ ___ ” _____ 20__

Public procurement procedure No. : _____

Bank Office: _____
[enter the full name of the guarantor]

Beneficiary: _____
[enter the full name of the contracting authority]

PERFORMANCE GUARANTEE No. _____

We, *[enter the legal name and address of the bank]*, have been informed that the company *[enter the full name of the Supplier]* (hereinafter referred to as “Supplier”) has been awarded the Public Procurement Delivery Contract _____ *[object of the procurement, describe the goods]* according to the invitation to the public procurement procedure no. from _____. 201__ *[number and date of the public procurement procedure]* (hereinafter referred to as “Contract”).

Therefore, we understand that the Supplier must submit a Performance Guarantee in accordance with the provisions of the award documents.

At the request of the Supplier, we hereby irrevocably undertake to pay you any amount (s) not exceeding *[enter the amount (s) in figures and words]* upon receipt of the first written request from you, by which you declare that the Supplier does not fulfill one or more obligations under the Contract, without discussion or clarification and without the need to demonstrate or show the grounds or reasons for your request or for the amount indicated therein.

This Guarantee will expire no later than *[enter the number]* from *[enter the month]* *[enter the year]*,¹ and any request for payment related to it must be received by us at the office up to this date including.

[signatures of the authorized representatives of the bank and of the Supplier]

¹ The contracting authority must take into account the situations when, in case of an extension of the execution period of the Contract, the contracting authority will need to request an extension of this guarantee from the bank as well. Such a request must be made in writing and must be made before the expiry of the date set out in the guarantee. In preparing this Guarantee, the contracting authority may consider adding the following text to the form at the end of the penultimate paragraph: “We agree to a single extension of this Guarantee for a period not exceeding [six months] [one year], in response to a written request from the contracting authority for such an extension, and such a request shall be submitted to us before the expiry of this guarantee. ”

CHAPTER IV
TECHNICAL AND PRICE SPECIFICATIONS

The following tables and forms will be completed by the tenderer and will be included in the offer. In case of a discrepancy or conflict with the text of CHAPTER I, the provisions of this CHAPTER will prevail over the provisions of CHAPTER I.

Form	Name
F4.1	Technical specifications
F4.2	Price specifications

Technical specifications (F4.1)

[This table will be completed by the tenderer in the columns 3, 4, 5, 7, and by the contracting authority – in the columns 1, 2, 6, 8]

Number of the procurement procedure _____ of _____
Name of the procurement procedure: _____

CPV code	Name of goods	Model of item	Country of origin	Manufacturer	Full technical specification required by the contracting authority	Full technical specification proposed by the tenderer	Reference standards
1	2	3	4	5	6	7	8
	Goods						
	Batch 1						
	<i>[add the number of rows and details according to the number of individual items requested in the batch]</i>						
	Total batch 1						
	TOTAL						

Signed: _____ Surname, Given name : _____ In the capacity of: _____
 Tenderer: _____ Address: _____

Price specifications (F4.2)

[This table will be completed by the tenderer in the columns 5,6,7,8, and by the contracting authority – in the columns 1,2,3,4,9,10]

Number of the procurement procedure: _____ of _____
Name of the procurement procedure: _____

CPV code	Name of goods	Unit of measurement	Quantity	Unit price (without VAT)	Unit price (with VAT)	Amount without VAT	Amount with VAT	Delivery term	Budget classification (IBAN)
1	2	3	4	5	6	7	8	9	10
	Goods								
	Batch 1								
	<i>[add the number of rows and details according to the number of individual items requested in the batch]</i>								
	Total batch 1								
	Batch 2								
	TOTAL								

Signed: _____ Surname, Given name: _____ In the capacity of: _____

Tenderer: _____ Address: _____



