

# STANDARD DOCUMENTATION

## for public procurement of goods

Subject of Procurement:  Software packages and computer systems

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Code CPV:  48300000-1

Contracting authority:  Court of Accouts of the Republic of Moldova

Purchase Procedure:  Open tender

**SECTION 1**  
**INSTRUCTIONS FOR TENDERING (IFT)**  
*[Note: shall not be amended by the Contracting Authority]*

**Section 1. General provisions**

**1. The purpose of the auction**

1.1. The contracting authority shall, as specified in the **Purchase Data Sheet** (hereinafter referred PDS), issues the award documents for the supply of goods.

**2. Principles underlying the award of the procurement contract**

2.1. The public procurement contract shall be awarded according to the following principles:

- a) Free competition;
- b) Efficient use of public funds and minimizing the risks of contracting authorities / entities;
- c) Transparency;
- d) Equal impartial and non-discriminatory treatment on all bidders and economic operators;
- e) Environmental protection;
- f) Respect for the rule of law;
- g) Confidentiality;
- h) Assuming responsibility in 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 procurement procedure is initiated, the financial sources shall be allocated and intended exclusively for the procurement concerned.

**4. Auction participants**

4.1. A tender participant may be any resident or non-resident economic operator, a natural or legal person governed by public or private law, or an association of such persons, who is entitled to participate, under Law no. 131/2015 on public procurement (hereinafter Law no. 131/2015), to the award procedure of the public procurement contract.

4.2. The right to participate in public procurement procedures may be reserved by the Government for protected workshops and social inclusion enterprises where the majority of the employees involved are persons with disabilities who, due to the nature or severity of their deficiencies, can not have professional activity under normal conditions.

**5. Costs of participation at procuremet procedure**

5.1. The bidder shall bear all costs related to the preparation and submission of the bid and the contracting authority shall bear no responsibility for these costs, regardless of the conduct or outcome of the tender procedure.

5.2. When submitting bids, the economic operator, as the case may be, will pay a fee. The method of payment of the said tax, as well as the amount thereof, are set by the Government.

5.3. Payment of the fee for the submission of the bid will be made through the electronic procurement platform through which the bid is submitted.

**6. Language of communication within the tender**

6.1. The bid, the European Single Procurement Document (hereinafter referred ESPD) the documents relating to the award and all the correspondence between the bidder and the contracting

authority will be drafted in the state language. Documents and printed literature that are part of the offer may be in a different language, provided that they are accompanied by an exact translation of the relevant fragments in the state language.

6.2. The contracting authority may, where appropriate, specify in the PDS the possibility of submitting the bid in another language of international circulation.

## 7. Sections of Tender Documents

7.1. Tender documents include all the following sections and have to be read in conjunction with any modification according to article IFB8.

Section I. Instructions for Bidders (IFB)

Section II. Procurement Data Sheet (PDS)

Section III. Bidding Forms

Section IV. Technical specifications and pricing

Section V. Contract Form

## 8. Clarification and Modification of Tender Documents

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

8.2. Until the time limit for the submission of bids has expired, the contracting authority has the right to modify the awarding documentation either on its own initiative or in response to a request for clarification from an economic operator, extending the time limit for the submission of bids, as the case may be, from the date of making known changes to the new deadline for submitting bids to remain at least 50% of the initially announced deadline.

8.3. If the economic operator did not submit the request for clarification in due time, thus rendering the contracting authority unable to meet the deadlines provided for in art. 34, par. (4) of the Law no. 131/2015, the latter is entitled not to respond.

## 9. Corrupt practices and other prohibited practices

9.1. Contracting authorities and public bidders will comply with the highest standards of ethics of conduct in the conduct and implementation of procurement processes as well as in the execution of public procurement contracts.

9.2. If the contracting authority finds that the bidder has been involved in the practices referred to in point IFB9.4 in the competition process for the public procurement contract or during the performance of the contract, it:

a. will exclude the bidder from the respective procurement procedure by including it in the Banning List in accordance with the provisions of the Regulation on the Economic Operators' Bans List; or

b. shall take 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 IFB9.4, it will immediately report to the competent bodies each case of corruption or attempted corruption committed by the respective economic operator.

9.4. In the procurement and performance procedures, the following actions are not allowed:

a. Promise, offer or give to a person in charge, personally or through intermediary, goods or services, or any other value of value, 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 to obtain a financial or other benefit or to avoid an obligation;
- c. understanding prohibited by law between two or more Parties, designed to coordinate their conduct in public procurement procedures;
- d. damage to or damage to, directly or indirectly, any part or property of that Party in order to inappropriately influence its actions;
- e. intentionally destroying, falsifying, counterfeiting or concealing the evidence of the investigation, or giving false information to the investigators, in order to essentially prevent an investigation conducted by the competent bodies in order to identify practices referred to in a) - d); as well as the threat, harassment or intimidation of any party to prevent it from disclosing information on issues relevant to the investigation or carrying out the investigation.

9.5. The personnel of the contracting authority has the obligation to 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 procurement procedure, the economic operator will complete and submit the ESPD in accordance with the requirements established by the contracting authority.

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

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

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

#### **11. Eligibility of bidder or candidate**

11.1. Any economic operator, resident or non-resident, a natural or legal person of public or private law or an association of such persons, is entitled to participate in the award procedure of the public procurement contract.

11.2. Any bidder or candidate who is confirmed to have been convicted of having been convicted in the last 5 years by a final court order for participation in the activities of an organization or criminal group, corruption, fraud and / or money laundering, terrorist offenses or offenses related to terrorist activities, terrorist financing, child labor and other forms of trafficking in human beings shall be excluded from the award procedure.

11.3. Any bidder who is in any of the following situations will be excluded from the procedure for awarding the public procurement contract and is not eligible:

- a. is insolvent as a result of a court order;

- b. has not fulfilled its obligations to pay the taxes, social security contributions and contributions to the budgets of the general consolidated budget in accordance with the legal provisions in the Republic of Moldova or in the country in which it is established;
- c. has been convicted in the last three years by the final judgment of a court of law for an act which has violated professional ethics or has committed a misconduct in professional matters;
- d. presents false information or does not provide the information requested by the contracting authority for the purpose of demonstrating that the qualification and selection criteria are met;
- e. has violated applicable environmental, labor and social security obligations if the contracting authority demonstrates this by any appropriate means;
- f. is guilty of professional misconduct, which casts doubt on its integrity, if the contracting authority demonstrates, by any appropriate means, that fact;
- g. has entered into agreements with other economic operators aimed at distorting competition, if this is determined by a decision of the body empowered in this respect;
- h. is in a situation of conflict of interest which can not be effectively remedied by the measures provided by art. 74 of the Law no. 131/2015;
- i. it is included in the Banned List on Economic Operators.

11.4. The contracting authority, as the case may be, may establish in the awarding documentation the possibility of providing evidence by economic operators in one of the situations referred to in points IFB11.2 and IFB11.3 presenting the measures taken by them to demonstrate the reliability despite the existence of a reason 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 IFB11.2 and IFB11.3 from the available databases of public authorities or third parties. If this is not possible, the contracting authority has the obligation to accept as sufficient and relevant to demonstrate that the bidder/candidate does not fall under one of the situations set out in points IFB11.2 and IFB11.3 any document considered to be edifying this point of view in the country of origin or in the country where the bidder is established, such as certificates, criminal records or other equivalent documents issued by the competent authorities of that country.

11.6. With regard to the cases referred to in point IFB11.3, in accordance with the domestic law of the country in which the bidders are established, these requests relate to natural and legal persons, including, where applicable, company directors or any person with power of representation, decision or control over the bidder / candidate.

11.7. Where documents in the country of origin or in the country in which the bidder/candidate is established are not documents of the kind referred to in point IFB11.4 or those documents do not cover all the situations described in points IFB11.2 and IFB11.3, the contracting entity has the obligation to accept a declaration on its own responsibility or, if there are no legal provisions on the declaration on its own responsibility, a genuine declaration given to a notary, an administrative or judicial authority or a professional association which has competences in this respect.

11.8. Any economic operator in any of the situations described in points IFB11.2 and IFB11.3 that lead to exclusion from the award procedure may provide evidence that the measures taken by him are sufficient to demonstrate his credibility in relation to the reasons exclusion unless the economic operator has been excluded by a final court decision from participation in the procurement procedures.

11.9. The contracting authority shall assess the measures taken by the economic operators taking into account the gravity and particular circumstances of the offense or irregularity. If it

considers that the measures taken are insufficient, the contracting authority shall inform the bidder / candidate of the reasons for the exclusion.

## 12. he ability to exercise professional activity

12.1. The contracting authority shall require any bidder to provide proof that:

- a form of registration as a legal entity
- the legal capacity to supply goods
- the ability to have at least two ACCA certified members, 2 certified Fellow degrees by the Association of Chartered Accountants (ACCA),
- License for audit services in the Republic of Moldova for at least 7 years.

## 13. Economic and financial capacity

13.1. If the contracting authority asks for the demonstration of economic and financial capacity, it is required to indicate in the tender documentation and the information that the economic operators are to submit for this purpose. Economic and financial capacity shall be demonstrated, as appropriate, by presenting one or more relevant documents, such as:

- a. appropriate bank statements or, where appropriate, evidence of professional risk insurance;
- b. financial reports or, if the publication of such reports is provided by the law of the country where the bidder is established, extracts from financial reports;
- c. statements of total turnover or, if applicable, of turnover in the field of activity related to the subject matter of the contract in a previous period referring to the activity of the last 3 years, insofar as such information is available. In the latter case, the contracting authority has the obligation to consider the date on which the economic operator was established or started its commercial activity.

13.2. For the purposes of point IFB13.1 (c), the minimum annual turnover imposed on economic operators should not exceed twice the estimated value of the contract except in justified cases, such as those related to the special risks associated with the nature of the goods.

13.3. When a contract is divided into lots, the turnover index is applied for each individual lot. However, the contracting authority shall establish the minimum annual turnover imposed on economic operators in respect of groups of lots, if several lots are to be awarded to the successful bidder at the same time.

13.4. Where, for duly justified objective reasons, the economic operator is unable to submit the documents requested by the contracting authority, he shall have the right to demonstrate his economic and financial capacity by submitting other documents which the contracting authority may consider to be enforceable in the extent to which they reflect a true and fair view of the economic and financial situation of the tenderer / candidate.

13.5. The bidder / candidate can demonstrate his / her economic and financial capacity and support by another person regardless of the nature of the legal relationship between the bidder / candidate and that person.

13.6. In the case referred to in point IFB13.5, the bidder / candidate is required to prove his / her support by submitting in written form a firm commitment of that person, in authentic form, by which that person confirms that he will make available for bidder / candidate the financial resources invoked.

13.7. The person providing the financial support must meet the relevant selection criteria and must not be in any of the situations described in IFB11.2 and IFB11.3 (c-g), which lead to exclusion from the award procedure.

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

#### 14. Technical and / or professional capacity

14.1. In the case of a procedure for the award of a supply contract of goods for the purpose of verifying the technical and / or professional capacity of the bidders, the contracting authority has the right to require them, depending on the specificity, on the quantity and complexity of the goods to be procured and only to the extent that this information is relevant to the performance of the contract and is not available in public or third-party databases, the following:

- a. a list of the main deliveries of similar goods made in the last 5 years; implementing the software in at least two international SAIs; submitting at least a reference that the software has been successfully implemented in the past 3 years, including values, delivery times, recipients, whether the latter are contracting authorities or private clients. Deliveries of goods are confirmed by the submission of certificates / documents issued or countersigned by an authority or by the beneficiary customer. If the beneficiary is a private customer and for objective reasons the economic operator is not able to obtain certification / confirmation from him, the demonstration of the deliveries of goods is made by a declaration of the economic operator;
- b. a statement of the technical equipment and of the measures applied for quality assurance and, where appropriate, study and research resources;
- c. information regarding the technical staff / technical body at his / her disposal or whose engagement was obtained by the tenderer, in particular to ensure quality control, including the CV of the implementation team with a minimum of 2 years of implementation, and that they are qualified experts;
- d. certificates or other documents issued by bodies empowered to do so, attesting the conformity of goods, clearly identified by reference to relevant specifications or standards;
- e. samples (to the extent that the need for presentation is justified), descriptions and / or photographs whose authenticity must 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 occupational capacity.

14.2. The technical and professional capacity of the bidder may be supported by another person, for the fulfillment of a contract, irrespective of the nature of the legal relationship between the tenderer and the person concerned.

14.3. In the case referred to in point IFB14.2, the bidder / candidate is required to prove his / her support by submitting in written form a firm commitment of that person, in authentic form, by which that person confirms that he will make available for bidder / candidate the financial resources invoked.

14.4. The person providing the financial support must meet the relevant selection criteria and must not be in any of the situations described in IFB11.2 and IFB11.3 (c-g), which lead to exclusion from the award procedure.

14.5. The bidder / candidate has the right to have recourse to other people only when the latter are to carry out the activities or services for which the respective professional capacity is required.

#### 15. Quality assurance standards.

15.1. The contracting authority requests the submission of certificates issued by independent bodies attesting that the economic operator complies with certain quality assurance standards, it must relate to quality assurance systems based on the relevant European standards series certified

by bodies conforming to European certification standards, or to relevant international standards, issued by accredited bodies, ie to be licensed ISO 27001 and ISO 9001.

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. Where the economic operator does not hold a quality certificate as requested by the contracting authority, the latter has the obligation to accept any other certification submitted by the economic operator in question, to the extent that they confirm the assurance of an appropriate level of quality.

#### 16. Environmental protection standards.

16.1. The contracting authority shall require the submission of certificates issued by independent bodies attesting that the economic operator complies with certain environmental protection standards, it shall report:

- (a) either to the Community Eco-Management and Audit Scheme (EMAS);
- b) to environmental management standards based on the European or international standards series, certified by bodies conforming to European Union legislation or European or international standards on certification.

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. Where the economic operator does not hold an environmental certificate as required by the contracting authority, the latter has the obligation to accept any other certification submitted by the economic operator concerned, insofar as they confirm the appropriate level of environmental protection.

#### 17. Qualification of candidates in case of association

17.1. In the case of an association, the requirements required to meet the qualification and selection criteria relating to the ability to pursue a professional activity and those relating to the eligibility of the bidder or candidate must be met by each associate. Criteria relating to the economic and financial situation and those relating to technical and professional capacity can be met by proportionate cumulation with the tasks of each associate. Turnover criteria, in the case of an association, the average annual turnover taken into account will be the overall amount resulting from the aggregation of the annual average figures for each member of the association. In the case of an association, the requirements for quality assurance standards and environmental standards must be met by each member of the association.

### **SECTION 3 Preparation of offers**

#### 18. Documents constituting the offer

18.1. The offer will include the following:

- a) the financial proposal, which shall include, where appropriate, the offer guarantee;
- b) technical proposal as well as supporting and optional documents requested by the contracting authority;
- c) Single European Procurement Document;

18.2. The economic operators will prepare the offers in a structured and secure manner in response to the tender notice published by the contracting authority in the SIA „RSAP” and will



submit the offers electronically using the interactive workflows provided by the electronic platforms, except in the cases provided for in Article 32 (7) and (11) of Law 131/2015.

#### 19. Documents to demonstrate the conformity of goods

19.1. In order to determine the conformity of the goods with the requirements of the awarding documents, the bidder shall submit as part of his tender documentary evidence that the goods comply with the delivery conditions, technical specifications and standards specified in CHAPTER IV.

19.2. 19.2. In order to demonstrate the technical conformity of the proposed goods, the proposed quantities and the delivery terms, the bidder will fill in the Technical Specifications Form (F4.1) and Price Specifications (F4.2). The bidder 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 explicitly stated in the notice of participation and in the PDS point 3.1 that it allows or requests the submission of alternative offers specified in the documentation on the attribution of minimum requirements to which economic operators must observe them, as well as any other specific requirements for the submission of alternative offers. Where the contract documentation does not explicitly state that the contracting authority allows or requests the submission of alternative tenders, the latter shall not be entitled to consider alternative tenders.

#### 21. The offer guarantee

21.1. The bidder will submit, as part of its offer, a Bid Warranty (F3.2) as specified in PDS Point 3.2.

21.2. The offer guarantee will be in accordance with the amount specified in PDS point 3.3 in Moldovan Lei, and will be:

- (a) in the form of a bank guarantee from a licensed banking institution, valid for the period of validity of the offer or another prolonged period, as appropriate, in accordance with point IFB23.2; or
- b) transfer to the account of the contracting authority; or
- c) other forms accepted by the contracting authority specified in the PDS clause 3.2.

21.3. If a tender guarantee is required under IFD21.2, any offer not accompanied by such collateral prepared in the appropriate manner will be rejected by the contracting authority as inappropriate.

21.4. The warranty for the offer of unsuccessful bidders will be refunded immediately upon the occurrence of any of the following events:

- a) the expiry of the warranty period for the offer;
- b) the conclusion of a public procurement contract and the performance guarantee of the contract, if such a guarantee is provided in the tender documentation;
- c) suspension of the tender procedure without the conclusion of a public procurement contract;
- d) the withdrawal of the tender before the expiry of the time limit for the submission of tenders, where the award documentation does not provide for the inadmissibility of such withdrawal.

21.5. The offer security will be retained if:

- a) the bidder withdraws or modifies its offer during the period of validity of the tender specified by the bidder in the Offer Form, except in the cases specified in point IFD23.2; or
- b) the successful bidder refuses:
  - to submit the Performance Warranty according to IFD42;

- sign the contract according to IFD43.

21.6. The tender offer submitted by the Association must be on behalf of the Association submitting the offer.

## 22. Prices

22.1. The prices indicated by the bidder on the Offer Form (F3.1) and the Price Specification (F4.2) will meet the requirements specified in IFD22.

22.2. All lots and positions 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, such as EXW, CIP, DDP, and other similar terms, will be subject to the rules set forth in the current edition of Incoterms, published by the International Chamber of Commerce, as referred to in the PDS Section 3.4.

22.5. Prices will be indicated as shown in the Price Specification (F4.2).

22.6. The contracting authority will pay in accordance with the methodology and conditions specified in PDS 3.7.

## 23. Term of validity of offers

23.1. 23.1. Offers will remain valid for the period specified in PDS 3.8. from the deadline for the submission of the offer established by the contracting authority. A 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 period of validity of the offer, the contracting authority may require bidders to extend the period of validity of offers. The request and response to the request will be published in the SIA "RSAP". If a offer guarantee is required under the public procurement procedure, in accordance with the provisions of point IFD23, the economic operator will extend the validity of the offer guarantee accordingly. A bidder may refuse the extension request without losing the offer security. Bidders who accept the extension request will not be required and will not be allowed to modify offers.

## 24. Offer currency

24.1. The prices for the goods requested will be indicated in Moldovan Lei, except for the PDS 3.9. 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 instruments existing in the SIA "RSAP", except for the cases provided for in Article 32 (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, shall be submitted in accordance with the requirements set forth in the awarding documentation, using the SIA "RSAP", except in the cases provided for in Article 32 (7) and (11) of Law no. 131/2015. The contracting authority shall obligatorily issue to the economic operator a receipt indicating the date and time of receipt of the

offer or confirming receipt thereof in cases where the offer has been submitted by electronic means. The submission of the offer involves the submission in a common set of the technical proposal, the financial proposal, the ESPD and the offer guarantee.

26.2. When submitting the offer via SIA "RSAP", the economic operator will take into account the time it takes to load the offer in the system, providing sufficient time to submit the offer in the set terms.

#### 27. Deadline for submission of offers

27.1. Offers will be submitted no later than the date and time specified in the PDS 4.2. The contracting authority may, at its discretion, extend the deadline for submission of offers by amending the awarding documents in accordance with IFD7.

#### 28. Delayed offers

28.1. SIA "RSAP" will not accept offers submitted after the deadline for submission of offers.

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

#### 29. Modification, substitution and withdrawal of offers

29.1. Unless otherwise specified in the tender documentation, the bidder has the right to change or withdraw the offer before the deadline for the submission of offers without losing the right to withdraw the offer guarantee. Such an amendment shall be valid if it was made before the deadline for the submission of offers.

#### 30. Opening offers

30.1. The contracting authority will open offers within the SIA "RSAP" on the date and time specified in the PDS 4.2.

30.2. Information on bidders and offers will be made public through their publication in SIA "RSAP".

## **SECTION 5 Evaluation and comparison of offers**

#### 31. Privacy

31.1. SIA "RSAP" will provide adequate mechanisms to not disclose the content of offers submitted by participants by the date set for their opening by the authorized persons of the organizer of the public procurement procedure in accordance with the legislation. Thus, any anti-competitive practices in public procurement procedures will be prevented.

#### 32. Clarification of offers

32.1. The contracting authority may, if necessary, require any of the bidders to clarify their offer in order to facilitate the examination, evaluation and comparison of offers. Changes in the prices or content of the offer will not be required, offered or allowed, except for the correction of arithmetical errors discovered by the contracting authority during the offer evaluation in accordance with IFD33.

32.2. If the bidder does not execute the contracting authority's request to reconfirm the qualification data for the conclusion of the contract, the offer is rejected and another winning offer is selected from among the remaining offers.

32.3. The economic operator is obliged to respond to the request for clarification of the contracting authority no later than three days after its dispatch.

### 33. Determining the compliance of offers

33.1. The assessment of the compliance of an offer by the contracting authority is to be based on the content of the offer.

33.2. An offer that meets all the terms, conditions and specifications of the awarding documents is considered to be in compliance with the requirements, with no essential deviations or only minor deviations, errors or omissions that can be removed without affecting the essence of the offer. An offense will be considered insignificant if:

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

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

### 34. Non-conformities, errors and omissions

34.1. The contracting authority has the right to consider the offer as complying 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 deviation of this kind will be expressed quantitatively as far as possible and will be taken into account when assessing and comparing offers.

34.2. If the bidder who submitted the most advantageous offer does not accept the correction of arithmetical errors, his offer is rejected.

### 35. Evaluation of offers

35.1. Examination, evaluation and comparison of offers are made without the participation of bidders and other unauthorized persons. The contracting authority will examine the offers to confirm that all the documents referred to in point IFD18 have been submitted and to determine the completeness of each document submitted.

35.2. The contracting authority shall establish the winning offer(s) applying the award criterion and the assessment factors provided in the awarding documentation using the assessment tools of the SIA "RSAP", except in the cases provided for in Article 32 (7) and (11) of the Law no. 131/2015.

### 36. Qualification of the bidder

36.1. The contracting authority will determine whether the bidder is qualified to execute the Contract.

36.2. The assessment of the qualification will be based on a thorough examination of the bidder's qualification papers included in the offer in accordance with IFD 18, possible clarifications under IFD32, and on the basis of the criteria set out in points IFD11-16. Criteria not included in these points will not be used to assess the bidder's qualification.

36.3. An affirmative assessment will be a prerequisite for awarding the contract to the bidder concerned. A negative appreciation will result in the disqualification of the offer, in which case the

contracting authority may proceed to the next most economically advantageous offer to make a similar appreciation of the bidder's ability to perform the contract.

### 37. Disqualification of the bidder

37.1. The contracting authority will disqualify the bidder who submits documents containing false information for the purpose of qualification, or confuses or makes false representations to demonstrate compliance with the qualification requirements. If this is proven, the contracting authority may declare that the bidder is ineligible for further participation in public procurement by including it in the Economic Operators' Banning List.

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

37.3. The bidder may be disqualified if he is insolvent, he or she is in bankruptcy or is being wound up, or if the bidder's activities are suspended or there is a trial in respect of any of the above.

37.4. The bidder is disqualified in the case of administrative or criminal penalties over the last 3 years against the economic operator's management in connection with their professional activity or the presentation of erroneous data for the purpose of concluding the public procurement contract.

37.5. The bidder is disqualified for non-payment of taxes and other compulsory payments in accordance with the law of the country in which he is resident. The contracting authority will require bidders to demonstrate the authority to conclude public procurement contracts and the composition of the founders and affiliates.

37.6. The contracting authority disqualifies the bidder if it finds that it is included in the Economic Operators' Banning List.

37.7. The contracting authority does not accept the offer if the bidder 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 by art. 67, par. (1) of the Law no. 131/2015. The contracting authority has the obligation to communicate via SIA "RSAP" or other means of communication if the contracting authority carries out procedures based on art. 32 paragraph (7) and (11) of Law no. 131/2015, all participants in the public procurement procedure, no later than 3 days from the date of cancellation, both the cessation of the obligations they have created by submitting offers and the reason for the cancellation.

## **SECTION 6 Adjudication of the contract**

### 39. Criterion of adjudication

39.1. The contracting authority will award the contract according to the criteria set out in the PDS 6.1. to the bidder whose offer has been assessed according to the criteria laid down and other conditions and requirements in the award documents, provided that the bidder is qualified for the performance of the contract.

### 40. The contracting authority's right to modify the quantities during the adjudication

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 agreement of the economic operator if the amount of the contracts is greater than the estimated value of the acquisition initially specified in CHAPTER IV

in order to be eligible for the allocated financial means, but without making any change in the unit price or other terms and conditions of the offer and of the awarding documents.

#### 41. Announcement of adjudication

41.1. Before the expiry of the period of validity of the offer, the SIA "RSAP" system will allow contracting authorities to prepare the notice of award and notification of bidders to whom the standardized contract has been awarded.

41.2. Communication through which information is made shall be transmitted by electronic means to the addresses indicated by the bidders in their offers.

41.3. Unsuccessful bidders will be informed of the reasons why their offers have not been selected.

#### 42. Good execution warranty

42.1. At the time of the conclusion of the contract, but not later than the date of expiry of the Offer Warranty (if requested), the successful bidder will present the Good Execution Warranty in the amount specified by the PDS 6.2, using the Good Execution Warranty form (F3. 3), included in CHAPTER III, or another form acceptable to the contracting authority, but which conforms to the terms of the form (F3.3).

42.2. The refusal of the winning bidder to deposit the Good Execution Warranty or to sign the contract will be sufficient grounds for canceling the adjudication and withholding the Offer Warranty. In this case, the contracting authority may award the contract of the next tenderer with the highest tender, whose tender is in compliance with the requirements and which is considered by the contracting authority to be qualified in the performance of the Contract. In this case, the contracting authority will require all remaining bidders to extend the validity of the Offer Warranty. At the same time, the contracting authority has the right to reject all other offers.

#### 43. Signing the contract

43.1. Upon sending the award notice, the contracting authority will send to the successful bidder the Completed Contract Form (F5.1) and all other supporting documents.

43.2. The successful bidder will sign the contract only after the due dates have been reached in the appropriate manner and will return it to the contracting authority in the period specified in the PDS 6.5.

#### 44. Right of challenge

44.1. Any economic operator who considers that, in the procurement procedures, the contracting authority, through the decision issued or the infringement procedure, has infringed a right recognized by law, the fact of which it has suffered or is likely to suffer, 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 filed directly with the National Agency for Solving Complaints. All appeals will be filed, examined and resolved in the manner established by Law no. 131/2015.

44.3. The economic operator may, within 5 days or, as the case may be, 10 days from the date on which he has learned of the circumstances that served as grounds for the appeal, to submit to the National Agency for Solving Complaints a reasoned contestation of the actions, of the decision or procedure applied by the contracting authority.

44.4. Complaints regarding the public procurement procedures and the awarding documentation will be submitted by the closing date for submission of offers.

**CHAPTER II  
PROCUREMENT DATA SHEET (PDS)**

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

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

**CHAPTER II  
PROCUREMENT DATA SHEET (PDS)**

1. General provisions

No.	Section	Information of contracting authority/organizer of procedure
1.1.	Contracting authority/organizer of procedure, IDNO:	<i>Court of Accounts IDNO: 1007601001330</i>
1.2.	Object of procurement:	<i>Information system specialized in conducting audits</i>
1.3.	Number and type of procurement procedure:	<i>No.: Type of procurement procedure:</i>
1.4.	Type of procurement object:	<i>Goods and services</i>
1.5.	Code CPV:	48300000-1
1.6.	Source of budget / public money allocations and budget period:	<i>State budget</i>
1.7.	Budgetary Administrator:	<i>Court of Accounts</i>
1.8.	Development partner (if applicable):	
1.9.	Buyer's name, IDNO:	<i>Court of Accounts IDNO:</i>
1.10.	The recipient of goods, IDNO:	<i>Court of Accounts IDNO: 1007601001330</i>
1.11.	Language of communication:	<i>State language</i>
		<i>Address de email: ccrm@ccrm.md bd. Ștefan cel Mare,69</i>

1.13.	Procurement contract reserved to sheltered workshops	<i>NO</i>
1.14.	Type of contract:	<i>Sale-procurement / provision of services</i>
1.15.	Special conditions for the fulfillment of the contract	<i>No</i>

## 2. List of goods and technical specifications:

No. d/o	Code CPV	Name of the goods requested	Unit of measurement	the amount	Full Required Technical Specification, Reference Standards
1	48300000-1	Audit Management IT Solution together with Audit Methodology Assistance	Licence	20	According to requirements C1 - General Requirements and C4 - Functional Requirements - of Technical Specifications

## 3. Preparing offers

3.1.	Alternative offers:	<i>will not be accepted</i>
3.2.	Guarantee for offer:	a) <i>The good execution guarantee (issued by a commercial bank) according to Form F3.3 or</i>
3.3.	The offer guarantee will be worth:	<i>2% of the value of the offer excluding VAT.</i>
3.4.	The applicable Incoterms edition and accepted business terms will be:	_____
3.5.	Delivery date:	<i>Up to 30 days after signing</i>
3.6.	Place of delivery of the goods:	<i>bd.Ştefan cel Mare nr.69</i>
3.7.	The payment method and conditions will be:	Payment will be made using the e-invoicing system. Within 10 days from the moment of signing the documents of receiving the delivery of goods and services rendered
3.8.	The period of validity of the offer will be:	<i>60 days</i>
3.9.	Offers in foreign currency:	<i>shall be accepted, at the official exchange rate of the NBM, on the date of submission of the offer</i>

## 4. Submission and opening the offers

		<i>Address: mun. Chişinău, bd.Ştefan cel Mare ,69</i>
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		<i>Tel.</i> <i>The deadline for submission of tenders is: date of: time:</i>
		<i>Date, time</i>
4.3.	Persons authorized to assist in the opening of tenders	

### 5. Evaluation and comparison of bids

	Bid prices deposited in different currencies will be converted into:	<i>[lei MD]</i>
	Source of exchange rate for conversion:	<i>BNM</i>
	The applicable exchange rate date will be:	<i>The date of opening the bids</i>
5.2.	The way to carry out the evaluation:	<i>Full list</i>
5.3.	The evaluation factors will be the following:	<ol style="list-style-type: none"> <li><i>1. Price 40%</i></li> <li><i>2. Similar experience in providing similar services in an SAI -30%</i></li> <li><i>3. Delivery deadline-30%</i></li> </ol> <p><i>Note: Obligation to present at the beneficiary's headquarters the proposed asset for SAI procurement at international level.</i></p>

### 6. Adjudication of the contract

6.1.	The evaluation criterion applied for the award of the contract will be:	<b>The evaluation criterion will apply:</b> <b>The best cost-effectiveness ratio</b>
	The calculation algorithm	<b>Rate for the price - <math>P_p:P_{min}/P_n*40\%</math></b> <b>Rate for the experience: <math>P_{exp}: Ex.max/Exmin*30\%</math></b> <b>Rate for deadline for delivery: <math>T_{livr}: T_{liv.min}/T_{liv.max}*30\%</math></b>
6.2.	Amount of the Performance Guarantee (to be set percentage of the price of the contract awarded):	<i>10%</i>
6.3.	The performance guarantee of the contract:	<i>b) The good execution guarantee (issued by a commercial bank) according to Form F3.3</i>

6.4.	The form of legal organization to be taken by the group of economic operators to whom the contract has been awarded	<i>Nu se cre</i>
6.5.	The maximum number of days for signing and submitting the contract to the contracting authority, from its submission for signature:	<i>5 days</i>

**Head of working group:** \_\_\_\_\_

**The content of this Procurement Data Sheet is identical to the data of the procedure within the Automated Information System "PUBLIC PROCUREMENT STATE REGISTER". The Procurement Working Group confirms the accuracy of the content of the Procurement Data Sheet, which is why it is held accountable under the legal provisions in force.**

**Head of working group:** \_\_\_\_\_

**CHAPTER III**  
**FORMS FOR THE SUBMISSION OF THE OFFER**

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

<b>Forms</b>	<b>Name</b>
F3.1	Offer form
F3.2	Guarantee for offer – bank guarantee form
F3.3	Good execution warranty

**The offer form (F3.1)**

*[ The tenderer shall fill in this form in accordance with the instructions below. No changes shall be allowed to the format of the form, and replacements shall not be accepted in the form.]*

The date of the offer submission: “ \_\_\_\_ ” \_\_\_\_\_ 20\_\_

AuctionNo.: \_\_\_\_\_

Call for tenderNo.: \_\_\_\_\_

To: \_\_\_\_\_  
[Full name of the contracting authority]

\_\_\_\_\_ declarethat:  
[The name of the tenderer]

a) The award documents have been reviewed and there are no reservations thereto, including the changes No. \_\_\_\_\_

\_\_\_\_\_  
[Enter the number and date of each change, if occurred]

b)

\_\_\_\_\_  
[The name of the tenderer]  
Undertakes to supply / provide, in accordance with the award documents and the conditions specified in the Technical Specifications and price, the following goods and / or services

\_\_\_\_\_  
[Enter a brief description of the goods and / or services]

c) The total amount of the VAT-free offer constitutes:

\_\_\_\_\_  
[Enter the batch price (where applicable) and the total tender in words and figures, indicating all amounts and currencies]

d) The total amount of the VAT offer is:

\_\_\_\_\_  
[Enter the batch price (where applicable) and the total tender in words and figures, indicating all amounts and currencies]

e) This offer will remain valid for the time period specified in **PDS3.8.**, Starting with the deadline for submission of the offer, in accordance with **PDS4.2**, will remain obligatory and will be accepted at any time until the expiration of this period;

f) If this offer is accepted, \_\_\_\_\_  
[The 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 interest, in accordance with art.74 of the Law 131 of 03.07.2015 on public procurement.

h) The signing company, its affiliates, or its branches, including each partner or subcontractor that is part of the contract, have not been declared ineligible under the provisions of applicable law or regulations with an impact on public procurement.

Signed: \_\_\_\_\_ P.S.  
[The signature of the person authorised to sign the tender]

Name: \_\_\_\_\_

As: \_\_\_\_\_  
[The official position of the person signing the offer form]

The tenderer: \_\_\_\_\_

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

Date: “ \_\_\_ ” \_\_\_\_\_ 20\_\_

**The guarantee for the offer(The 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 letterhead, on specially protected paper.]*

\_\_\_\_\_ [The name of the bank and the address of the issuing branch]

**Beneficiary:** \_\_\_\_\_  
\_\_\_\_\_ [The name and address of the contracting authority]

**Date:** “ \_\_\_ ” \_\_\_\_\_ 20\_\_

**OFFER GUARANTEE**No. \_\_\_\_\_

\_\_\_\_\_ was informed that \_\_\_\_\_ [the bank name] \_\_\_\_\_ (hereinafter „Tenderer”) \_\_\_\_\_ [the name of the tenderer]

will submit you the offer on “ \_\_\_ ” \_\_\_\_\_ 20\_\_ (hereinafter „offer”) for the supply / delivery of \_\_\_\_\_ [the subject of procurement]

According to the call for tender No. \_\_\_\_\_ of “ \_\_\_ ” \_\_\_\_\_ 20\_\_.  
Upon the tenderer’s request, we, \_\_\_\_\_, hereby, \_\_\_\_\_ [the bank name]

irrevocably commit to paying you any sum or sum not exceeding in total the sum of: \_\_\_\_\_ ( \_\_\_\_\_ ) [the sum in figures] [the sum in letters]

upon receipt by us of your first written request, accompanied by a statement that the tenderer is in breach of one or more of its obligations regarding the terms of the offer, namely:  
a) Has withdrawn the offer during its period of validity or modified the offer after the submission deadline; or  
b) Being notified by the contracting authority, during the period of validity of the tender, of the award of the contract: (i) fails or refuses to sign the contract form; Or (ii) fails or refuses to submit the performance guarantee, if required under the terms of the auction, or fails to comply with any of the conditions specified in the award documents, before signing the procurement contract.

This guarantee shall expire if the tenderer becomes the successful tenderer upon receipt by us of the copy of the notice of the award of the contract and the issue of the Performance guarantee issued to you upon request by the tenderer.

This guarantee is valid until the date of “ \_\_\_ ” \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ [The bank's authorised signature]

### Performance guarantee (F3.3)

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

Date: “ \_\_\_ ” \_\_\_\_\_ 20\_\_

AuctionNo.: \_\_\_\_\_

**Bank office:** \_\_\_\_\_  
[Enter the full name of the guarantor]

**Beneficiary:** \_\_\_\_\_  
[Enter the full name of the contracting authority]

## THE PERFORMANCE GUARANTEE

No. \_\_\_\_\_

We, [Enter legal name and bank address], have been informed that the company [Enter the full name of the Provider] (hereinafter „Provider”) was awarded the public procurement contract for the supply / delivery of \_\_\_\_\_ [the subject of procurement, describe the goods and services] according to the call for tender No. of \_\_\_\_\_ . 201\_ [the auction date and number] (hereinafter „Contract”).

Therefore, we understand that the Provider must submit a Performance guarantee in accordance with the provisions of the awarding documents.

Following the Provider's request, we hereby irrevocably commit to paying you any amount (s) not exceeding [insert the sum (s) in figures and words] upon receipt of your first written request from you declaring that the Provider has not fulfilled 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 for the amount indicated therein.

This Guarantee will expire no later than [insert the number] from the date of [insert the month][insert the year]<sup>1</sup> and any payment request related thereto must be received by us at the office by this date inclusive.

[The signatures of the authorised bank representatives and the Provider]

## CHAPTER IV TECHNICAL AND PRICE SPECIFICATIONS

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

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





## Technical Specifications (F4.1)

[ This table shall be filled in by the tenderer in the columns 3, 4, 5, 7, and by the contracting authority - in the columns 1, 2, 6, 8]

Auction number: _____ of _____
Auction name: _____

CPV Code	List of the goods/services	Article Model	Country of origin	Manufacturer	Full technical specification requested by the contracting authority	Full technical specification proposed by the tenderer	Reference standards
1	2	3	4	5	6	7	8
48300000-1	Audit Management IT Solution together with Audit Methodology Assistance				According to requirements C1 - General Requirements and C4 - Functional Requirements - of Technical Specifications		
	<b>TOTAL</b>						

## Price specifications (F4.2)

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

Auction number: _____ of _____
Auction name: _____

CPV Code	List of the goods/services	Unit of measurement	Amount	Unit price (VAT free)	Unit price (VAT included)	The sum VAT free	The sum VAT included	Delivery / performance date	Budget classification (IBAN)
1	2	3	4	5	6	7	8	9	10
	<b>Goods</b>								
	Batch 1								
48300000-1	Audit Management IT Solution together with Audit Methodology Assistance	Licences	20					20.12.2018	MD68TRPBAA317110A00436AB
	<b>Total lot 4</b>								
	<b>TOTAL</b>								

Signed: \_\_\_\_\_

Name, Surname: \_\_\_\_\_

As: \_\_\_\_\_

The tenderer: \_\_\_\_\_


The address:

\_\_\_\_\_

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**CHAPTER V**  
**CONTRACT FORM**

<b>Form</b>	<b>Name</b>
F5.1	Contract Model

 <div style="display: inline-block; vertical-align: middle; text-align: center;"> <h1 style="margin: 0;">P U B L I C P R O C U R E M E N T</h1> </div>
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**CONTRACT No.** \_\_\_\_\_

**For the procurement of** \_\_\_\_\_

**CPV code:** \_\_\_\_\_

“ ” \_\_\_\_\_ 20\_\_

\_\_\_\_\_ (town/city/municipality)

Goods / Service Provider	The contracting authority
<p>_____, <i>(Full name of the enterprise, association, organization)</i></p> <p>resubmitted by _____, <i>(position, name, surname)</i></p> <p>acting on the basis of _____, <i>(status, regulation, decision, etc.)</i></p> <p>hereinafter <i>Seller/Provider</i></p> <p>_____, <i>(indicate the No. and the date of registration in the State Register)</i></p> <p>on one side,</p>	<p><i>(Full name of the enterprise, association, organisation)</i></p> <p>resubmitted by _____, <i>(position, name, surname)</i></p> <p>acting on the basis of _____, <i>(status, regulation, decision, etc.)</i></p> <p>hereinafter <i>Seller/Provider</i></p> <p>_____, <i>(indicate the No. and the date of registration in the State Register)</i></p> <p>on one side,</p>

both (hereinafter *Parties*), concluded this Contract with respect to the following:

a. The purchase of \_\_\_\_\_,  
*(the good, service)*

hereinafter *Goods* (and/or *Services*), according to \_\_\_\_\_,  
*(the procurement procedure)*

based on the Purchaser's / Beneficiary's Working Group decision „ ” \_\_\_\_\_ 20\_\_.

b) The following documents shall be considered as integral and complete parts of the Contract:

a) The technical specification;

- b) The price specification;
- c) *[Add other component documents as needed, such as drawings, charts, forms, interim and final receipt etc.]*

c) This Contract shall prevail over all the other component documents. In the event of discrepancies or inconsistencies between the contract documents, the documents will have the order of priority listed above.

d) In consideration of the payments to be made by the Purchaser / Beneficiary, the Seller hereby undertakes to deliver to Purchaser / Beneficiary the Goods and / or Services and to eliminate their faults in accordance with the provisions of the Contract in all aspects.

e) The Purchaser / Beneficiary hereby undertakes to pay the Seller / Provider as consideration for the delivery of goods and services as well as the removal of their faults, the Contract price or any other amount that may become payable according to the provisions of the Contract within the terms and manner established by the Contract.

## **1. The subject of the Contract**

1.1. The seller / supplier undertakes to deliver the Goods and / or to provide the Services according to the Specification, which is an integral part of this Contract.

1.2. The Purchaser / Beneficiary undertakes in its turn to pay and receive the Goods and / or Services delivered by the Seller.

1.3. The quality of the Goods and / or Services is attested by the quality certificates listed in the Specification. Goods delivered and / or Services under contract will meet the standards listed in the Specification. Where no applicable standard or regulation is mentioned, the standards or other regulations authorized in the country of origin of the products.

1.4. Warranty terms *[validity, as appropriate]* of the Goods and / or Services are listed in the Specification.

## **2. Terms of delivery / performance**

2.1. The delivery of the Goods and / or the provision of the Services shall be made by the Seller within the time limits specified in the delivery schedule.

2.2. Documentation accompanying the Goods and / or Services includes: *[The above requirements must be provided by the contracting authority and adjusted according to the current requirements.]*

2.3. The originals of the documents referred to in point 2.2 shall be presented to the Purchaser at the latest at the time of delivery of the goods to the final destination. Deliveries of products are deemed to be terminated when the above documents are presented.

## **3. Price and payment terms**

3.1. The price of the Goods and / or Services delivered under this Contract is set out in MDL, indicating the Specification of this Contract.

3.2. The total amount of this Contract, including VAT, is set in MDL and constitutes:

\_\_\_\_\_ MDL.

(the sum in figures and letters)

3.3. Payment of the delivered Goods and / or Services shall be made in MDL.

3.4. The method and payment terms by this Purchaser shall be the following:

[The above requirements must be reviewed by the contracting authority and adjusted according to the current requirements.]

3.5. Payments shall be made by wire transfer to the Seller's settlement account specified in this Contract.

#### **4. Handover terms**

4.1. Goods and / or Services are deemed to be handed over by the Seller and received by the Purchaser [Recipient, as the case may be] if:

a) The amount of the Goods and / or Services corresponds to the information listed in the List of Goods / Services, the supply / delivery schedule and the accompanying documents in accordance with point 2.2 of this Contract;

b) The quality of the Goods and / or Services corresponds to the information listed in the Specification;

c) Packaging and integrity of Goods corresponds to the information listed in the Specification.

4.2. The Seller is required to provide the Buyer with the original tax invoice of the delivery of the Goods and / or the provision of the Services. For Seller's failure to comply with this clause, the Buyer reserves the right to increase the due date specified in point 3.4 for the number of days of delay and to be exempted from paying the penalty set in point 10.3.

#### **5. Standards**

5.1. The products provided under the contract shall comply with the standards presented by the provider in its technical proposal.

5.2. Where no applicable standard or regulation is mentioned, the standards or other regulations authorised in the country of origin of the products.

#### **6. Obligations of the parties**

6.1. Under this Contract, the Seller undertakes:

A) to deliver the Goods and / or provide the Services under the terms of this Contract;

B) to notify the Purchaser, after signing this Contract, within \_\_\_\_ calendar days, by authorized telephone / fax telegram, about the availability of the Goods and / or the provision of the Services;

C) to ensure the appropriate conditions for the receipt of the Goods and / or Services by the Purchaser (recipient, as the case may be), within the time limits set in accordance with the requirements of this Contract;

D) to ensure the integrity and quality of the Goods and / or Services throughout the period prior to their receipt by the Purchaser [recipient, as appropriate].

6.2. Under this Contract, the Buyer undertakes:

A) to take all necessary measures to ensure receipt of the Goods delivered and / or the Services provided in accordance with the requirements of the present Contract within the established term;

B) to ensure the payment of the Goods delivered and / or the Services rendered, in accordance with the terms and terms listed in this Contract.

## **7. Force majeure**

7.1. The parties are relieved of any liability for the partial or total non-performance of the obligations under this Contract if this is caused by the occurrence of force majeure cases (wars, natural calamities: fires, floods, earthquakes, as well as other circumstances not dependent on the will of the Parties).

7.2. The party invoking the force majeure clause is obliged to immediately inform (but no later than 10 days) the other Party about the occurrence of circumstances of force majeure.

7.3. The occurrence of circumstances of force majeure, the moment of triggering and the duration of action must be confirmed by a certificate duly issued by the competent authority of the country of the Party invoking such circumstances.

## **8. Termination**

8.1. Termination of the Contract may be accomplished with the joint consent of the Parties.

8.2. The contract may be terminated unilaterally by:

A) The Purchaser in the event of the Seller's refusal to deliver the Goods and / or to provide the Services provided in this Contract;

B) The Purchaser in case of non-observance by the Seller of the delivered delivery / delivery terms established;

C) The Seller, in the event where the Buyer fails to meet the payment terms of the Goods / Services;

D) The Seller, in the event of failure by one of the Parties to submit claims submitted under this Contract

8.3. The originating Party of the termination of the Contract shall be obliged to communicate within \_\_\_ working days to the other Party of its intentions by a reasoned letter.

8.4. The notified party is obliged to respond within \_\_\_ working days of receipt of the notification. If the dispute is not settled within the set deadlines, the initiating party shall initiate the termination.

## **9. Claims**

9.1. Complaints regarding the amount of Goods delivered to the Service are delivered to the Seller / Provider at the time of their receipt and are confirmed by a joint venture with the Seller / Provider's representative.

9.2. Claims regarding the quality of the goods and / or services delivered are submitted to the Seller within \_\_\_ working days of the detection of quality deficiencies and must be confirmed by a certificate issued by a neutral independent organisation authorized for this purpose.

9.3. The seller is obliged to examine the submitted claims within \_\_\_ working days from the date of their receipt and to inform the Buyer of the decision taken.

9.4. If the claim is acknowledged, the Seller is obliged within \_\_\_ days to deliver to the Purchaser in addition the non-delivered amount of goods and / or services not provided, and in the event of inappropriate quality finding - to substitute or correct them In accordance with the requirements of the Contract.

9.5. The seller bears responsibility for the quality of the Goods and / or Services within the established limits, including for hidden vices.

9.6. In case of deviation from the quality confirmed by the quality certificate issued by the neutral independent organization authorized for this purpose, the costs for stationing or delay shall be borne by the guilty party.



## **10. Penalties**

10.1. The form of the performance guarantee of the contract concluded by the Buyer is \_\_\_\_\_ in the amount of \_\_\_% of the contract value.

10.2. For the refusal to sell the Goods and / or to provide the Services provided in this Contract, the performance bond shall be withheld if it has been constituted in accordance with the provisions of point 10.1., Otherwise the Seller shall bear a Penalty amounting to \_\_\_% [percentage indicated] of the total amount of the contract.

10.3. For the delayed delivery / delivery of the Goods / Services, the seller bears 0.1% of the amount of the non-delivered Goods and / or non-provided Services for each day of delay but no more than \_\_\_% [percentage indicated] of the total amount of this Contract. If the delay exceeds \_\_\_\_\_ days, it shall be deemed to be a refusal to sell the Goods and / or to provide the Services provided for in this Contract, and the seller shall be held with the performance guarantee for the contract, if it was established in accordance with the provisions of point 10.1.

10.4. For late payment, the Buyer is liable for the amount of \_\_\_% [indicated percent] of the Goods and / or Unpaid Services for each day of delay but no more than \_\_\_% [indicated percentage] of the total amount of this contract.

## **11. Intellectual property rights**

11.1. Provider has the obligation to indemnify the purchaser against any:

A) Complaints and legal actions resulting from infringements of intellectual property rights (patents, names, trademarks, etc.) relating to the equipment, materials, plant and equipment used in connection with the purchased products; and

B) Damages, costs, fees, and expenses of any kind, related, unless such breach results from compliance with the Tender Specifications prepared by the Purchaser.

## **12. Final provisions**

12.1. Any disputes that may arise from this Contract will be settled by the Parties amicably. Otherwise, they will be submitted for examination to the competent court in accordance with the legislation of the Republic of Moldova.

12.2. From the date of signing this Contract, all negotiations and previously completed documents will become invalid.

12.3. The Contracting Parties have the right during the performance of the contract to agree on the amendment of the contract clauses by an additional act only in the case of circumstances that are prejudicial to their legitimate commercial interests and which could not be provided at the date of conclusion of the contract. Amendments and additions to this Contract only apply if they have been made in writing and signed by both Parties.

12.4. Neither Party shall be entitled to transfer its obligations and rights set forth in this Contract to third parties without the written consent of the other Party.

12.5. This Contract is drawn up in two copies in the state language of the Republic of Moldova, one copy for the Seller and one copy for the Purchaser.

12.6. This Contract shall be deemed to have been concluded on the date of signature and shall enter into force upon its registration by the State Treasury of the Ministry of Finance, if the financial sources are allocated from the state budget / local budget or at the date of signature or at a later date indicated in this contract if the management of the financial sources is not carried out through the treasury system.

12.7. This Contract is valid until 31 December 20\_\_.

12.8. This Agreement is the will of the parties and is deemed to be signed at the date of the last signature by one of the parties.

12.9. To confirm the above, the Parties have signed this Agreement in accordance with the laws of the Republic of Moldova, at the date and year indicated above.

### 13. The legal, postal and banking data of the Parties

<b>Goods Supplier</b>	<b>The contracting authority</b>
Postal address: Telephone number: Settlement account: Bank: The bank's postal address: Code: Tax Code:	Postal address: Telephone number: Settlement account: Bank: The bank's postal address: Code: Tax Code:

### 14. Singnatures of the Parties

<b>Goods Supplier</b>	<b>The contracting authority</b>
Authorised signature:  P.S.	Authorised signature:  P.S.

Accountant:

RegisteredNo.:

Treasury:

Date: