*Translation from Romanian to English*

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| **STANDARD DOCUMENTATION**  **for public procurement of goods**  Object of the procurement:M3 category buses  CPV code:34121100-2  Contracting authority: Mayoralty of Chisinau municipality  Procurement procedure: Open tender |
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| CHAPTER IINSTRUCTIONS FOR TENDERERS (IFT) |
| Section 1. General provisions |
| Purpose of the procurement procedure  * 1. The contracting authority issues the Tender Documents for the procurement of goods, as specified in the Procurement Data Sheet (hereinafter **PDS**).  The principles underlying the award of the procurement contract 2.1. The principles underlying the award of the public procurement contract are: free competition;efficiency of the use of public funds and minimization of the risks of the contracting authorities / entities;transparency;equal, impartial and non-discriminatory treatment of all tenderers and economic operators;environmental protection;observance of the rule of law;confidentiality;taking responsibility within the public procurement procedures.Source of funding  * 1. The **PDS** will specify the source of funding for the contract payments to be awarded.   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.  Participants in the tender  * 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.   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.  Costs of participation in the procurement procedure  * 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.   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.   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.  Language of communication within the tender  * 1. The tender, the European Single Procurement Document (hereinafter ESPD), the tender 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.   2. The contracting authority may, as appropriate, specify in the **PDS** the possibility of submitting the offer in another international language.   3. The standard documentation will be presented in two languages (Romanian and English), in case of discrepancies the Romanian language version will prevail.  Sections of Tender Documents  * 1. The tender 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 Clarification and modification of tender documents  * 1. The participant requesting clarifications on the tender 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.   2. Until the expiry of the deadline for submission of offers, the contracting authority has the right to modify the tender 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 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.   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 in Article 34, paragraph (4) of Law no. 131/2015, the latter is entitled not to answer.  Corruption practices and other prohibited practices  * 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.   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:  exclude the tenderer from the respective procurement procedure by including it in the Prohibition List, according to the provisions of the Regulation on the Prohibition List of economic operators; orundertake any other measures provided in Article 40 of Law no. 131/2015.  * 1. 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.   2. In the procurement and contract fulfillment procedures, are not allowed:  1. 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; 2. 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; 3. the agreement prohibited by law, between two or more parties, made in order to coordinate their behavior in public procurement procedures; 4. to damage or prejudice, directly or indirectly, any party or property of that party, in order to improperly influence its actions; 5. 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.    1. 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 |
| General criteria  * 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.   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.      * 1. The contracting authority will apply qualification criteria and requirements only regarding:  1. the eligibility of the tenderer or candidate; 2. the capacity to pursue the professional activity; 3. the economic and financial capacity; 4. the technical and / or professional capacity; 5. the quality assurance standards; 6. the environmental protection standards.  Eligibility of the tenderer or candidate  * 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.   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 labor and other forms of trafficking in human beings shall be excluded from the public procurement procedure.   3. Any tenderer who is in any of the following situations will be excluded from the procedure for awarding the public procurement contract, respectively it is not eligible if:  1. is in the process of insolvency as a result of a court decision; 2. 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; 3. 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; 4. 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; 5. 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; 6. is guilty of professional misconduct, which calls into question its integrity, if the contracting authority proves this by any appropriate means; 7. 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; 8. is in a situation of conflict of interests that cannot be effectively remedied by the measures provided in Article 74 of Law no. 131/2015; 9. is included in the Prohibition List of economic operators. 10. is registered in one of the countries included in the list of high risk jurisdiction or in the list of jurisdictions under incresed monitoring by the FATF.     1. The contracting authority may, as appropriate, establish in the tender 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, showing the measures taken by them to demonstrate their reliability, despite the existence of a basis for exclusion.     2. 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.     3. 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.     4. 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.     5. 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.     6. The contracting authority shall assess the measures taken by economic operators taking into account the particular gravity and circumstances of the offense 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.  Capacity to exercise professional activity  * 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.  Economic and financial capacity  * 1. If the contracting authority requests the demonstration of economic and financial capacity, it shall indicate in the tender 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:  1. appropriate bank statements or, as the case may be, evidence of occupational risk insurance; 2. financial statements or, if the publication of such statement is required by the law of the country in which the tenderer is established, extracts from the financial statements; 3. 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.    1. 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.    2. When a contract is divided into lots, the turnover index applies to each individual lot. However, the contracting authority shall determine the minimum annual turnover imposed on economic operators in respect of groups of lots, if several successful lots are awarded to the successful tenderer at the same time.    3. 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.    4. 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.    5. 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 it will make available to the tenderer / candidate the financial resources invoked.    6. 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.    7. An association of economic operators also has the right to rely on the capabilities of the members of the association or of other persons.  Technical and / or professional capacity  * 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:  1. 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 it, the demonstration of the deliveries of goods is made by a declaration of the economic operator; 2. 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; 3. 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; 4. 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; 5. 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 goods; 6. minimum production capacity or equipment and / or minimum professional capacity    1. 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.    2. 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.    3. 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.    4. 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.  Quality assurance standards.  * 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.   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.  Environmental protection standards.  * 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.   * 1. 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.  Qualification of candidates in case of association  * 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 partner. 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 |
| Documents that constitute the offer  * 1. The offer will include the following:  1. the financial proposal, which will include, as the case may be, the offer guarantee; 2. the technical proposal, as well as supporting and optional documents requested by the contracting authority; 3. The European Single Procurement Document;    1. Economic operators will prepare offers in a structured and secured manner, as response to the contract notice published by the contracting authority in the SIA "RSAP", and will submit offers electronically, using the interactive workflows provided by the electronic platforms, except for the cases provided in Article 32 paragraphs (7) and (11) of Law 131/2015.  Documents to demonstrate the conformity of the goods  * 1. In order to establish the conformity of the goods with the requirements of the tender 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**.   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.  Alternative offers  * 1. The economic operator is entitled to submit alternative offers only if the contracting authority has explicitly stated in the contract notice and in the **PDS** point **3.1** that it allows or requests the submission of alternative offers with the specification in the tender documents of the 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 tender documents do 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.  Offer guarantee  * 1. The tenderer will submit, as part of its offer, an Offer guarantee (**F3.2**), as specified in **PDS** point **3.2**.   2. The offer guarantee will correspond to the amount specified in **PDS** point **3.3**, in USD (Americal dollars), and will be:  1. 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 2. transfer on behalf of the contracting authority; or 3. other forms accepted by the contracting authority, specified in **PDS** point **3.2**.    1. 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.    2. 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 for the offer;  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 tender documents do not provide the inadmissibility of a such withdrawal.   * 1. The offer guarantee will be withheld if:  1. the tenderer withdraws or modifies its offer during the period of validity of the offer specified by the tenderer in the Ofer Form, except for the cases provided in point IFT23.2; or 2. the successful tenderer refuses:  * to submit the Performance Guarantee according to point IFT42; * to sign the contract according to point IFT43.   1. The offer guarantee submitted by the Association must be on behalf of the Association that submitts the offer.  Prices  * 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.   2. All lots and items must be listed and evaluated separately in the Technical Specifications **(F4.1**) and Price Specifications (**F4.2**).   3. The price to be specified in the Offer Form will be the total amount of the offer, including VAT.   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 **PDS** point **3.4**.   5. The prices will be indicated as shown in the Price Specifications (**F4.2**).   6. The contracting authority will make payments in accordance with the methodology and conditions indicated in **PDS** point **3.7**.  Validity term of the offers  * 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.   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 SIA "RSAP". 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.  Currency of the offer  * 1. The prices for the requested goods will be indicated in USD (American dollars), except in cases where the **PDS** point **3.9**. provides otherwise.  Offer format  * 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 SIA “RSAP”, except for the cases provided in Article 32 paragraphs (7) and (11) of the Law no. 131/2015. |
| Section 4. Submission and opening of offers |
| Submission of offers  * 1. The offer, written and signed, as the case may be electronically, is presented in accordance with the requirements set out in the tender documents, using SIA “RSAP”, except for the cases provided in Article 32 paragraphs (7) and (11) of the 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 submission of the offer involves the submission in a common set of the technical proposal, the financial proposal, the **ESPD** and the guarantee offer.   2. When submitting the offer through the SIA "RSAP", 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.  Deadline for submission of offers  * 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 tender documents in accordance with IFT7.  Delayed offers  * 1. SIA "RSAP" will not accept offers submitted after the deadline for submission of offers.   2. In the cases provided in Article 32 paragraphs (7) and (11) of the Law no. 131/2015, offers submitted after the deadline for opening offers specified in the PDS point 4.2, will be registered by the contracting authority and returned to the tenderer, without being opened.  Modification, substitution and withdrawal of offers  * 1. Unless the tender documents provide 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.  Opening of offers  * 1. The contracting authority will open the offers under the SIA "RSAP" system at the date and time specified in **PDS** point **4.2**.   2. The information regarding the tenderers and offers are made public by their publication in the SIA "RSAP". |
| Section 5. Evaluation and comparison of offers |
| Confidentiality  * 1. SIA "RSAP" 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 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.  Clarification of offers  * 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.   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.   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.  Determining the conformity of offers  * 1. The contracting authority's assessment of the adequacy of an offer shall be based on the content of the offer.   2. It is considered that the offer complies with the requirements, the one that corresponds to all the terms, conditions and specifications in the tender 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:  1. it does not substantially affect the scope, quality or performance of the goods specified in the contract; 2. it does substantially limit the rights of the contracting authority or the obligations of the tenderer under the contract; 3. would not unfairly affect the competitive position of other tenderers submitting offers in accordance with the requirements.    1. If a offer does not comply with the requirements of the tender documents, it will be rejected by the contracting authority.  Nonconformities, errors and omissions  * 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 tender 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.   2. If the tenderer who has submitted the most advantageous offer does not accept the correction of arithmetic errors, its offer shall be rejected.  Evaluation of offers  * 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.   2. The contracting authority establishes the successful offer(s) by applying the award criterion and the evaluation factors provided in the tender documentation, using the evaluation instruments within the SIA “RSAP”, except for the cases provided in Article 32 paragraphs (7) and (11) of the Law no. 131/2015.  Qualification of the tenderer  * 1. The contracting authority will determine whether the tenderer is qualified to perform the Contract.   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 tender's qualification.   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.  Disqualification of the tenderer  * 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 it in the Prohibition List of Economic Operators.   2. The prohibition list of 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 the Law no. 131/2015, in order to limit the participation of economic operators in public procurement procedures.   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.   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.   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 empowerment to conclude public procurement contracts and the composition of the founders and affiliates.   6. The contracting authority disqualifies the tenderer if it finds that it is included in the Prohibited List of Economic Operators.   7. The contracting authority will not accept the offer if the tenderer does not meet the qualification requirements.  Cancellation of the procedure  * 1. The contracting authority, on its own initiative, cancels the public procurement procedure in the cases provided in Article 67, paragraph (1) of the Law no. 131/2015. The contracting authority has the obligation to communicate through SIA “RSAP” or through other means of communication if the contracting authority carries out procedures based on Article 32 paragraphs (7) and (11) of the 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 |
| Award criterion  * 1. The contracting authority will award the contract according to the criteria set out in **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 tender documents, provided that the tenderer is also qualified for the execution of the contract.  The right of the contracting authority to change the quantities during the award  * 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 be able to be included in the allocated financial means, but without making any change in the unit price or in other terms and conditions of the offer and of the tender documents.  Notice of award  * 1. Before the expiry of the period of validity of the offer, the SIA "RSAP" system will allow contracting authorities to prepare the award notice and notification of tenderers, whether or not they have been awarded the standardised contract.   2. The communication through which the information is provided is transmitted by electronic means to the addresses indicated by the tenderers in their offers.   3. The unsuccessful tenderers will be informed of the reasons why their offers have not been selected.  Performance guarantee  * 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 **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**).   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.  Signature of the contract  * 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.   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 **PDS** point **6.5**.  Right of objection  * 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 the Law no. 131/2015.   2. Complaints will be submitted directly to the National Agency for Solving Complaints. All complaints will be submitted, examined and resolved in the manner established by the Law no. 131/2015.   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.   4. Complaints regarding the contract notice in the public procurement procedures and the tender documentation will be submitted until the deadline for submission of offers. |

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| CHAPTER IIPROCUREMENT 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. | | | | | |
| General provisions  |  |  |  | | --- | --- | --- | | **No.** | **Heading** | **Data of the Contracting Authority**  **/ Organizer of the procedure** | | 1.1. | Contracting authority / Organizer of the procedure, IDNO: | ***Mayoralty of Chisinau municipality***  ***1007601009484*** | | 1.2. | Object of the procurement | ***New buses, category M3*** | | 1.3. | Number and type of procurement procedure: | ***No.:***  ***Type of procurement procedure: Open tender*** | | 1.4. | Type of procurement object | ***goods*** | | 1.5. | CPV code: | ***34121100-2*** | | 1.6. | Source of budget allocations / public money and budget period: | ***Chisinau municipal budget, bank credit*** | | 1.7. | Budget Allocation Manager: | ***Mayoralty of Chisinau municipality*** | | 1.8. | Development partner (as appropriate): | ***There are now*** | | 1.9. | Name of the buyer, IDNO: | ***Mayoralty of Chisinau municipality***  ***1007601009484*** | | 1.10. | Recipient of the goods, IDNO: | ***Î.M. “Parcul urban de autobuze” (Municipal Enterprise "Urban bus park")***  ***1004600054327*** | | 1.11. | Language of communication: | ***Romanian language / English language*** | | 1.12. | Place / Method of transmission of clarifications regarding the tender documentation | ***Clarifications regarding the tender documentation will be placed on the web page of the public tender, www.achizitii.md*** | | 1.13. | Procurement contract reserved for protected workshops | ***Yes*** | | 1.14. | Type of contract: | ***Sale and purchase*** | | 1.15. | Special conditions on which the performance of the contract depends (optional): | ***not applicable*** | | | | | | |
| 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 | 34121100-2 | *New buses, category M3* | Piece | 100 | According to the specifications in point 2.1 |

* 1. Technical specifications:

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| No. d/o | **Name of item** | **Requirements** |
| 1 | **General characteristics** | |
| 1.1 | Year of manufacture | 2021 |
| 1.2 | Vehicle category | M3, Bus for passenger transport on urban and suburban routes, at an ambient temperature of minus 35 ° C up to +45 ° C |
| 1.3 | Ecological class | Minim Euro 5 |
| 1.4 | Total capacity, passengers | ≥100 |
| 1.5 | Seating capacity | ≥22 |
| 1.6 | Landing climb supported by the bus with the maximum permissible load, not less than | 25% |
| 1.7 | Turning radius, no more than | 12,5 m |
| 1.8 | Traction axle | Rear |
| 1.9 | Wheel formula | 4x2 |
| 1.10 | Tires | without a camera |
| 1.11 | Overall dimensions:  - length, mm  - width, mm  - height, mm | maximum 12 200  maximum 2550  maximum 3300 |
| 1.12 | Clearance (ground clearance), mm | not less than 130 |
| 1.13 | Floor level, mm | maximum 340 |
| 1.14 | Floor level when activating the kneeling system at stations, kneeling mm | maximum 270 |
| 1.15 | Floor level | Lowered floor along the entire length of the bus |
| 1.16 | Fuel tank capacity | Minimum 300 liters |
| 2 | **Bus body** | |
| 2.1 | Body type | Body with anti-corrosion processing. The compartments to be joined by welding, to ensure the durability and rigidity of the bus, lined with steel sheet, with a base in the form of a lattice structure. |
| 2.2 | Number of doors | No less than three doors with double swing. Moving the bus with the doors open will not be allowed. Doors will only be allowed to open if the bus is completely stopped, subsequent movement of the bus will be possible after the doors have been completely closed. |
| 2.3 | Flooring | Resistant to wear and putrefaction |
| 2.4 | Floor covering | Waterproof, made of non-slip fabric Grabiol or similar, resistant to fretting wear. The cover must also be laid under the seat fasteners. |
| 2.5 | Passenger compartment of the bus | It must be equipped with a sufficient number of bars for the maximum safe transport of passengers, with 4 surveillance cameras inside (one of which will supervise the driver and three will be installed in the passenger compartment of the bus) and 4 outside (between which two front-rear cameras and two right-left side cameras), the information on the 8 surveillance cameras will be stored on a HDD with a capacity of at least 1Tb, endowment with audio-video information equipment for passengers, at least two monitors with the possibility of video playback; mechanical, foldable hatch for the access of people with reduced mobility. The bus will be provided with a button to signal the intention to operate the ramp located both outside and inside and on board signaling for the driver. At the same time, inside the bus will be at least 3 buttons, located on the support bars in the direction of each door in order to signal the intention to get off the bus to the driver. The driver signaling will be visual as well as auditory. Possibility of connecting passenger counting equipment and GPS system. |
| 2.6 | Passenger seats | Anti-vandal, semi-rigid with anti-trauma handle. |
| 2.7 | Ventilation and heating system: | Air conditioning system with a minimum power of 30KW. The air conditioning system warranty must not be less than the general bus warranty.  The electronic control unit of the AC system must perform the following functions:   1. Climate control function 2. Possibility to change the temperature automatically or manually 3. Possibility to change the rotation speed of the fans automatically or manually 4. Possibility of managing the fresh or indoor air damper automatically or manually 5. Diagnostic and visualization function of errors related to the AC system 6. Visualization of indoor and outdoor temperature 7. Visualization of the number of hours worked by the AC system   At least 2 hatches on the roof of the bus.  At least 4 vent windows.  Driver's cab heating - autonomous heating (preheater with a minimum power of at least 24 KW). |
| 2.8 | Driver's cab | Driver’s cab to be separated from the passenger compartment by a partition wall but with the driver’s exit in the passenger compartment of the bus, so that passengers can enter or exit through both front swing doors of the bus. The cab will be equipped with ventilation through the side window, air conditioning and window for money.  Driver's seat - pneumatic suspension with seat cushion height adjustment, longitudinal position, backrest tilt angle. Triplex windshield, with anti-glare effect. |
| 2.9 | Exterior rearview mirrors | With heating and electric drive, covered with screen against blinding light. |
| 2.10 | Information system | Electronic informant (front, side, rear, passenger compartment) on board with the dissemination of information from the stick or analog device, inside informant with microphone, speakers, electronic control unit. The system must store up to 999 routes, the number of stations stored for each route not less than 999 |
| 2.11 | Towing device | The bus needs to be equipped with a front and rear towing device |
| 2.12 | Bus windows | The exterior windows of the bus must be installed by gluing with a heat-repellent effect. The interior windows must be transparent and the exterior windows. |
| 2.13 | Color of the bus | Sky blue, turquoise - The final color will be set in the contract |
| **3** | **Technical specifications** |  |
| 3.1 | Engine | Four-stroke turbocharged diesel engine. The engine compartment must be equipped with a fire-fighting system. |
| 3.2 | Cooling system | Closed type liquid |
| 3.3 | Engine power, kW | Min. 210 kW  Max. 240 kW |
| 3.4 | Gearbox | Automatic with maximum 6 speeds and retarder. |
| 3.5 | Front axle | Dependent or independent |
| 3.6 | Rear axle | Rear axle of crankcase type with reduction gear. |
| 3.7 | Front suspension | Dependent or independent, with two pneumatic elements, two hydraulic shock absorbers and air level regulator |
| 3.8 | Rear suspension | Dependent, with four pneumatic elements, four hydraulic shock absorbers and air level regulator |
| 3.9 | Steering equipment | Integral type, adjustable steering column, anti-traumatic. |
| 3.10 | Braking system | Pneumatics, with front-rear discs, with separate action of the front and rear axle, ABS, ASR system. Parking braking system ensuring maximum parking load for an infinite period of time. |
| 3.11 | Electrical equipment | Batteries – 2x190-240Ah |
| 3.12 | Additional requirements | Presence of spare wheel, jack, anti-skid support under wheels, two fire extinguishers of at least 6 kg (including one in the driver's cab and one in the passenger compartment of the bus), 1 liter of paint for each bus, operation manuals for the bus and for the air conditioner, maintenance and repairs, parking sensors, reversing view camera, reversing alarm, displaying the time in the bus passenger compartment and driver's cab, spare parts catalog for all bus components, 3 bus diagnostic computer including the necessary cables and software for the entire lot of 100 units. Possibility to diagnose the bus units and its systems (OBD connector), centralized lubrication system, automatic body tilt system - kneeling function. |
| 3.13 | Service during warranty | The winner will ensure at his own expense throughout the warranty period, the service of the bus according to the manufacturer's regulations: exchange of lubricants, filters, belts, service of air conditioners, other necessary parts and consumables (the estimated average annual mileage of a bus will be 80,000.00 km). The winner will ensure the development of service activities and remediation of bus malfunctions that fall under the warranty rules in an authorized service center in Chisinau municipality. The winner will ensure on its own account a sufficient stock of parts and materials, including consumables necessary for the repair of malfunctions. |
| 3.14 | Warranty period | Minimum 48 months for all bus aggregates, mechanisms and components.  Minimum 5 years for the body's anti-corrosion warranty. |

## Preparation of offers

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| 3.1 | Alternative offers: | ***will not be accepted*** |
| 3.2 | Offer guarantee: | *The offer will be accompanied by a Guarantee for the offer (issued by a commercial bank) according to form F3.2 from 3rd section*  *– Forms for submitting the offer*  *or*  *– original form of the issuing bank*  *or*  *Offer guarantee by transfer to the contracting authority's account, according to the following bank details:*  *MD-2012, Chisinau city, 83 Stefan cel Mare si Sfant avenue*  *Fiscal code 1007601009484*  *IBAN : MD54TRPCDV518410A01622AA*  *Ministry of Finance - State Treasury, TREZMD2X* |
| 3.3. | The offer guarantee will be worth: | ***2 % from the value of the offer without VAT.*** |
| 3.4. | The applicable edition of Incoterms and the accepted commercial terms will be: | ***Incoterms 2013, DAP (Chisinau municipality)*** |
| 3.5. | Delivery term: | ***Maximum 6 months from the signing of the contract.*** |
| 3.6. | Place of delivery of goods: | ***Î. M. „Parcul Urban de Autobuze” (Municipal Enterprise "Urban bus park"),***  ***MD-2032, Chisinau municipality, 51. Sarmizegetusa street*** |
| 3.7. | The payment method and conditions will be: | ***Each lot of buses delivered will be paid within 30 days from the signing of the deed of delivery and receipt of each lot separately.*** |
| 3.8. | The validity period of the offer will be: | ***120 days*** |
| 3.9. | Offers in foreign currency: | ***Accepted (USD – American dollars)*** |

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| Submission and opening of offers | | | | |
| 4.1 | The place / method of **submitting the offers** is: | *Electronic via the platform www.achizitii.md* | |
| 4.2. | **The deadline** for submission of offers is: | *According to information from the electronic procurement system* | |
| 4.3. | Persons authorized to be present at the opening of offers (unless offers have been submitted by SIA “RSAP”). |  | Tenderers or their representatives have the right to participate in the opening of offers, unless the offers have been submitted by SIA “RSAP” | |
| Evaluation and comparison of offers | | | | |
| 5.1. | Prices of the offers submitted in different currencies will be converted into: | ***lei MDL*** | | |
| Exchange rate source for conversion purposes: | ***National Bank of Moldova*** | | |
| The applicable exchange rate date will be: | ***The opening day of the offers*** | | |
| 5.2. | Evaluation procedure: | ***The evaluation will be performed: on positions*** | | |
| 5.3. | The evaluation factors will be the following: | |  |  |  |  |  | | --- | --- | --- | --- | --- | | **No** | **Evaluation factors** | **Maximum allotted score** | **Evaluation methodology** | **Reference score** | | 1 | Offer price | 70 | Offer with the lowest price | 70 | | Offer with another price | (lowest price /  offer price) x  maximum score | | Calculation algorithm: *The maximum assigned score is given for the lowest of the prices; for another price offered, the score is calculated proportionally, as follows: (Lowest price / offer price) x maximum assigned score.* | | | | | 3 | Warranty period | 30 | >48 months | 30 | | Offer with another period | (lower warranty / higher warranty)x maximum score | | Calculation algorithm: *The maximum assigned score is awarded for the highest guarantee term; for another term offered, the score is calculated proportionally, as follows: (Term offered / higher term) x maximum assigned score.* | | | | | | |
| Award of the contract | | | | |
| 6.1. | The evaluation criterion applied for the award of the contract will be: | **The evaluation criterion will be applied:**  ***The best price-quality ratio on the full list of evaluation criteria*** | | |
| 6.2. | Amount of the Performance Guarantee (it is established as a percentage of the contract price awarded): | ***5% from the value of the contract without VAT*** | | |
| 6.3. | Performance guarantee of the contract: | ***[form of the performance guarantee a/b]***   1. *Performance guarantee (issued by a commercial bank) or* 2. *Performance guarantee by transfer to the contracting authority's account, according to the following bank details:*   *MD-2012, Chisinau city, 83 Stefan cel Mare si Sfant avenue*  *Fiscal code 1007601009484*  *IBAN : MD21TRPCDV518490A01622AA*  *Ministry of Finance - State Treasury, TREZMD2X* | | |
| 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 | ***Not required*** | | |
| 6.5. | Maximum number of days for signing and presenting the contract to the contracting authority, from its submission to signature: | *11 days* | | |

1. Mandatory documents and requirements

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| **No.** | ***Name of the document / requirements*** | ***How to demonstrate compliance with the requirement:*** | ***Mand.***  ***Yes /No*** |
| **7.1.** | Technical specifications | F4.1 | ***Yes*** |
| **7.2.** | Price specifications | F4.2 | ***Yes*** |
| **7.3.** | Offer form | Original –F3.1 form confirmed by the signature and stamp of the Participant | ***Yes*** |
| **7.4.** | Offer guarantee (2%) - bank guarantee form | Original – F3.2 bank guarantee form confirmed by the Participant's signature and stamp or the original form of the issuing bank | ***Yes*** |
| **7.5** | Performance guarantee (5%), including for on-time delivery and also valid for the entire contract period according to the warranty period (Technical specification - point 3.14) | Original –F3.3 form confirmed by the signature and stamp of the Participant, **it** **is presented only by the successful tenderer** | ***Yes*** |
| **7.6** | Valid extract from the State Register of Enterprises, State Register of Organizations, regarding the enterprise administrator) | Copy – confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.7** | Certificate of systematic payment of taxes, contributions | Original – issued by the Tax Inspectorate | ***Yes*** |
| **7.8** | Bank account award certificate | Original – issued by the bank holding the account | ***Yes*** |
| **7.9** | Deliveries of similar goods (M3 category buses, urban type), made in the last 3 years, in a proportion of at least 100 units per contract. | Copy - Contracts, invoices - confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.10** | Manufacturer's experience in the field of production of M3 category buses, urban type, not less than 15 years | Copies of supporting documents - confirmed by signature and stamp of the manufacturer | ***Yes*** |
| **7.11** | - Financial situations (reports) for the last 3 years  - Balance for the last 3 years;  - Profit and loss account for the last 3 years. | Copies – confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.11.1** | \*Turnover for the last year of the participant not less than 26.0 million USD (American dollars) | Copy of supporting documents - confirmed by signature and stamp | ***Yes*** |
| **7.11.2** | Current liquidity rate not less than 100% for the last reporting year | Liquidity rate statement confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.12** | Delegation of power of attorney of the company representative | Original - confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.13** | Certificate of conformity | Copy – confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.14** | Official Dealer Certificate (if it is Dealer) | Copy – confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.15** | Bus warranty certificate | Copy – confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.16** | Certificate on fuel consumption - Standardised test cycles (SORT1,2,3) | Copy - confirmed by the Participant's signature and stamp, provided by the manufacturing plant | ***Yes*** |
| **7.17** | ISO 9001 certification of the manufacturer | Copy – confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.18** | Bus delivery schedule | Copy – confirmed by the Participant's signature and stamp |  |
| **7.19** | ESPD | Original - confirmed by the Participant's signature and stamp | ***Yes*** |
| **7.20** | Note | *According to article 33 paragraph (14) letter i) of the Law no. 131 of 03.07.2015 on public procurement, "the electronic signature will be applied on the electronic offers".* |  |

\* The turnover - (sales income) of an enterprise represents the total incomes registered by the enterprise with main industrial activity in the respective period, coming both from the main activity and from the secondary activities exercised by it. Turnover does not include VAT and income from the sale or transfer of fixed assets.

It is calculated by summing the incomes resulting from the supply of goods, the execution of services and other operating revenues:

* Incomes from the sale of finished products;
* Incomes from the sale of semi-finished products;
* Incomes from the sale of waste products;
* Incomes from executed works and provided services;
* Incomes from studies and researches;
* Incomes from rent and lease;
* Incomes from sales of goods;
* Incomes from various activities.

Not included in turnover:

* Provision of products and services between the subunits within the structure of the enterprise;
* sale of land and owned assets;
* issuance and sale of shares;
* interest and dividend receipts;
* other incomes.

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Victor Chironda**

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| 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 |

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| 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]   1. They have been examined and there are no reservations regarding the tender documents, including modifications no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   [enter the number and date of each modification, if any]   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ undertakes   [name of the tenderer]  to supply in accordance with the tender documents and conditions stipulated in the technical and price specifications, the following goods \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  [enter a brief description of the goods]   1. The total amount of the offer without VAT constitutes:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  [enter the price per lots (where applicable) and the total offer in words and figures, indicating all the respective amounts and currencies]   1. The total amount of the offer with VAT constitutes:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  [enter the price per lots (where applicable) and the total offer in words and figures, indicating all the respective amounts and currencies]   1. This offer will remain valid for the period specified in **PDS3.8**., starting with the deadline for submission of the offer, in accordance with **PDS4.2**., the offer will remain mandatory and may be accepted at any time until the expiration of this period; 2. 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.   1. We are not in any conflict of interests, in accordance with Article 74 of the Law no. 131 of 03.07.2015 on public procurement. 2. 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 contract 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:   1. 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 2. 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 tender, or has not performed any of the conditions specified in the tender documents prior to the signing 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] |

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|  |  | Chapter IVTechnical 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** | |  |  |  |  | |  |  |
|  | Lot 1 | |  |  |  |  | |  |  |
| 34121100-2 | M3 category buses | |  |  |  | according to the specifications in point 2.1 | |  | according to national and international standards |
|  | **Total lot 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** | |  |  |  |  |  |  |  | | |  | | | |  | Lot 1 | |  |  |  |  |  |  |  | | |  | | | | 34121100-2 | M3 category buses | | Piece | 100 |  |  |  |  | According to the delivery schedule | | |  | | | |  | **Total lot 1** | |  |  |  |  |  |  |  | | |  | | | |  | **TOTAL** | |  |  |  |  |  |  |  | | |  | | | | Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surname, Given name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In the capacity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | |  | | |  | | | |  | | | | | | | | | | |

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| CHAPTER V CONTRACT FORM | |
|  | |
| **Form** | **Name** |
| F5.1 | Model contract |
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| --- | --- | --- |
| Model Contract (F5.1) | | |
| PUBLIC PROCUREMENTS | | |
|  | | |
| **Contract No. \_\_\_\_\_\_\_\_\_**  **of procurement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **CPV code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  “\_\_\_”\_\_\_\_\_\_\_\_\_20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(locality)* | | |
| |  |  |  | | --- | --- | --- | | **Seller (Supplier of goods)** | **Buyer (Contracting authority/financial responsible)** | **Beneficiary** | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(full name of the enterprise, association, organization)*  represented by **\_\_\_\_\_\_\_\_\_\_\_**,  *(position, surname, given name)*  acting based on **\_\_\_\_\_\_\_\_\_\_**,  *(statute, regulation, decision etc.)*  hereinafter referred to as *Seller*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(to indicate no. and date of registration in the State Register)*  on the one hand, | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(full name of the enterprise, association, organization)*  represented by **\_\_\_\_\_\_\_\_\_\_\_**,  *(position, surname, given name)*  acting based on **\_\_\_\_\_\_\_\_\_\_**,  *(statute, regulation, decision etc.)*  hereinafter referred to as *Buyer*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(to indicate no. and date of registration in the State Register)*  on the other hand, | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(full name of the enterprise, association, organization)*  represented by **\_\_\_\_\_\_\_\_\_\_\_**,  *(position, surname, given name)*  acting based on **\_\_\_\_\_\_\_\_\_\_**,  *(statute, regulation, decision etc.)*  hereinafter referred to as *Beneficiary*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(to indicate no. and date of registration in the State Register)*  on the third hand, | | | |
| all hereinafter referred to as the *Parties*, have concluded this Contract with respect to the following:   * 1. Procurement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,   *(name of the good)*  hereinafter referred to as Goods, in accordance with the public procurement procedure of type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ no.\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  based on the decision of the working group of the contracting authority,  „\_\_\_” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.   * 1. The following documents will be considered component and integral parts of the Contract:  1. *Technical specification;* 2. *Price specification;* 3. *Delivery schedule*    1. This Contract shall prevail over all other component documents. In case of discrepancies or inconsistencies between the component documents of the Contract, the documents will have the order of priority listed above.    2. As a consideration for the payments to be made by the Buyer, the Seller hereby undertakes to deliver the Goods to the Buyer / Beneficiary and to remove their defects in accordance with the provisions of the Contract in all respects.      * 1. The Buyer hereby undertakes to pay the Seller, as consideration for the delivery of the goods, as well as the removal of their defects, the contract price or any other amount that may become payable according to the provisions of the Contract within the terms and conditions established by the Contract. | | |
| 1. **Object of the Contract** | | |
| * 1. The Seller undertakes to deliver the Goods in accordance with the Specification and the delivery shedule, which are an integral part of this Contract.   2. The Buyer / Beneficiary undertakes, in its turn, to pay and receive the Goods.   3. The quality of the Goods is attested by the quality certificates indicated in the Specification. The goods delivered under the contract will comply with the standards indicated in the Specification. When no applicable standard or regulation is mentioned, the standards or other regulations authorized in the country of origin of the products shall be observed.   4. The warranty terms of the Goods are indicated in the Specification. | | |
| 1. **Terms and conditions of delivery** | | |
| * 1. The delivery of the Goods is made by the Seller within the terms provided by the delivery schedule.   2. The documentation accompanying the Goods includes:      1. *The Invoice in original*      2. *Minutes of delivery-receipt of goods;*      3. *Bus operation / driving manual, for the driver (for each bus separately;*      4. *Service manual for each bus separately;*      5. *Warranty certificate for each bus;*      6. *Certificate of conformity for the whole lot of buses;*      7. *The manual of the planned technical revisions and their plan (which will include the nomenclature of labor to be performed at each period or time limit);*      8. *OBD diagnostic manual with deciphering all fault codes and how to remedy them;*      9. *Catalog of spare parts and consumables, updated by make, type and lot of buses 6 pcs.;*      10. *Free lifetime access of buses to the online technical information source provided to the service representatives of the seller for a user for the entire lot of buses;*      11. *General drawings of the body, electrical installations, electrical switchboards, pneumatic installations, engine cooling installation and passenger compartment heating installation, air conditioning system, fuel supply installation, lubrication installation (the given list will also be presented in electronic format);*      12. *Manual for use and programming of route indicators, including software with interface in Romanian language;*      13. *Equipment and software for electronic bus diagnostics (provided free of charge by the seller).*      * 1. The originals of the documents provided in point 2.2 shall be presented to the Buyer at the latest at the time of delivery of the goods to the final destination. The delivery of the goods is considered completed when the above documents are presented. | | |
| 1. **Price and payment conditions** | | |
| * 1. The price of the Goods delivered according to the present Contract is established in USD (American dollars), being indicated in the Specification of this Contract.   2. The total amount of this Contract, without VAT, is established in USD (American dollars) and constitutes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD (American dollars).   *(amount in figures and letters)*   * 1. The payment for delivered goods will be made in USD (American dollars).   2. The method and conditions of payment by the Buyer will be:   3. Each bus lot will be paid in full, calculated proportionally to the number of units actually delivered within 30 (thirty) days from the signature of the Bus Reception Minutes for each lot, which are assimilated to the act of delivery and receipt of each lot. Payments will be made within 30 days by bank transfer to the Seller's settlement account indicated in this Contract. | | |
| 1. **Delivery-receipt conditions** | | |
| * 1. The goods are considered to have been handed over by the Seller and received by the Buyer/Beneficiary if:  1. the quantity of the Goods corresponds to the information indicated in the List of Goods, the delivery schedule and accompanying documents according to point 2.2 of this Contract; 2. the quality of the Goods corresponds to the information indicated in the Specification; 3. the packaging and integrity of the Goods correspond to the information indicated in the Specification.    1. The Seller is obliged to present to the Buyer/Beneficiary an original copy of the fiscal invoice with the delivery of the Goods, in order to make the payment. For non-compliance by the Seller with this clause, the Buyer reserves the right to increase the payment term provided in point 3.4 corresponding to the number of days of delay and to be exempted from paying the penalty established in point 10.3. | | |
| 1. **Standards** | | |
| * 1. The products supplied under the contract will comply with the standards presented by the Supplier in its technical proposal.   2. When no applicable standard or regulation is mentioned, the standards or other regulations authorized in the country of origin of the products shall be observed. | | |
| 1. **Obligations of the parties** | | |
| * 1. Based on this Contract, the Seller undertakes:  1. to deliver the Goods under the conditions provided by this Contract; 2. to notify the Buyer after the signature of this Contract, within 5 calendar days, by telephone / fax or authorized telegram, about the availability of the delivery of the Goods; 3. to ensure the appropriate conditions for the receipt of the Goods by the Buyer/Beneficiary within the established terms, in accordance with the requirements of this Contract; 4. to ensure the integrity and quality of the Goods for the entire period until their receipt by the Buyer//Beneficiary.    1. Based on this Contract, the Buyer undertakes: 5. to take all the necessary measures in order to ensure the receipt within the established term of the Goods delivered in accordance with the requirements of this Contract; 6. to ensure the payment of the delivered Goods, respecting the modalities and terms indicated in this Contract. | | |
| 1. **Force majeure** | | |
| * 1. The parties are exempted from liability for partial or complete non-fulfillment of obligations under this Contract, if it is caused by force majeure (wars, natural disasters: fires, floods, earthquakes, as well as other circumstances which are outside the control of the parties).   2. The Party invoking the force majeure clause is obliged to inform immediately (but not later than 10 days) the other Party about the occurrence of force majeure circumstances.   3. The occurrence of force majeure circumstances, its beginning and its action period must be confirmed by a certificate duly issued by the competent body in the country of the Party invoking such circumstances. | | |
| 1. **Termination of the contract** | | |
| * 1. Termination of the Contract may be made by mutual agreement of the Parties.   2. The contract may be terminated unilaterally by:  1. The Buyer in case of Seller’s refusal to deliver the Goods provided in this Contract; 2. The Buyer in case of non-compliance by the Seller of the established delivery terms; 3. The Seller in case of non-compliance by the Buyer of the payment terms of the Goods; 4. The Seller or the Buyer in case of failure to resolve the claims submitted under this Contract by one of the Parties.    1. The initiating party of the termination of the Contract is obliged to communicate within 30 working days to the other Party about its intentions in a reasoned letter.    2. The notified party is obliged to respond within 15 working days from the receipt of the notification. If the dispute is not resolved within the deadlines set out, the initiating party shall initiate the termination of the contract. | | |
| 1. **Complaints** | | |
| * 1. Complaints regarding the quantity of the delivered Goods are submitted to the Seller at the moment of their receipt, being confirmed by a document drawn up jointly with the Seller's representative.   2. Claims regarding the quality of the delivered goods are submitted to the Seller within 10 working days from the detection of quality deficiencies and must be confirmed by a certificate issued by a neutral and authorized independent organization.   3. The Seller is obliged to examine the claims submitted within 10 working days from the date of their receipt and to communicate to the Buyer the decision taken.   4. In case of recognition of the claims, the Seller is obliged, within 10 days, to deliver additionally to the Buyer the undelivered quantity of goods, and in case of finding the improper quality - to replace or correct them in accordance with the requirements of the Contract.   5. The Seller is responsible for the quality of the Goods within the established limits, including for hidden defects.   6. In case of deviation from the quality confirmed by the quality certificate drawn up by the neutral independent organization or authorized for this purpose, the expenses for parking or delay shall be borne by the guilty party.  1. **Penalties**    1. The performance guarantee form of the contract agreed by the Buyer is bank guarantee, in the amount of 5% of the value of the contract.    2. For the refusal to sell the Goods provided in this Contract, the performance guarantee of the contract shall be forfeited, if it was constituted in accordance with the provisions of point 10.1., otherwise the Seller bears a penalty of 10% of the total amount of the contract.    3. For the late delivery of the Goods, the Seller bears material liability in the amount of 0,1% of the amount of the Goods not delivered, for each day of delay, but not more than 5% of the total amount of this Contract. If the delay exceeds 50 days, it is considered a refusal to sell the Goods provided in this Contract and to the Seller will be forfeited the performance guarantee of the contract, if it was established in accordance with the provisions of point 10.1.    4. For late payment, the Buyer bears material responsibility in the amount of 0,1% of the amount of unpaid Goods, for each day of delay, but not more than 5% of the total amount of this contract. | | |
| 1. **Intellectual property rights** | | |
| * 1. The Seller has the obligation to compensate the purchaser against any:  1. complaints and legal actions, resulting from the infringement of some intellectual property rights (patents, names, registered trademarks, etc.), related to the equipment, materials, installations or machinery used for or in connection with the procured products, and 2. damages, costs, fees and expenses of any kind related to, except for the situation in which such a violation results from the observance of the Specifications drawn up by the purchaser. | | |
| 1. **Final provisions** | | |
| * 1. Disputes that may result from this Contract will be settled amicably by the Parties. Otherwise, they will be sent for examination to the competent court according to the legislation of the Republic of Moldova.   2. From the date of signature of this Contract, all negotiations and previously completed documents shall cease to be valid.   3. The contracting parties have the right, during the fulfillment of the contract, to agree on the modification of the contract clauses, by additional act, only in case of circumstances that harm their legitimate commercial interests and that could not be foreseen at the date of concluding the Contract. Amendments and additions to this Contract are valid only if they have been made in writing and signed by both Parties.   4. Neither Party has the right to transfer its obligations and rights stipulated in this Contract to third parties without the written consent of the other party.   5. This Contract is drawn up in three copies in the state language of the Republic of Moldova, one copy for the Seller, one the Buyer and the other for the Beneficiary.   6. This Contract is considered concluded on the date of its signature and enters into force on the date of its registration with the State Treasury of the Ministry of Finance, if the financial sources are allocated from Chisinau municipal budget, or on the date of signature or at a later date indicated in this contract if the management of financial sources is not carried out through the treasury system.   7. This contract is valid until: the entire warranty period.   8. This Contract represents the agreement of the parties and it takes effect once it is signed by all parties.   9. In order to confirm the above, the Parties have signed this Contract in accordance with the legislation of the Republic of Moldova, on the date and year indicated above. | | |
| 1. **Legal, postal and banking data of the Parties** | | |
| |  |  |  | | --- | --- | --- | | **Seller (Supplier of goods)** | **Buyer (Contracting authority/financial responsible)** | **Beneficiary** | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(full name of the enterprise, association, organization)*  represented by **\_\_\_\_\_\_\_\_\_\_\_**,  *(position, surname, given name)*  acting based on **\_\_\_\_\_\_\_\_\_\_**,  *(statute, regulation, decision etc.)*  hereinafter referred to as *Seller*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(to indicate no. and date of registration in the State Register)*  on the one hand, | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(full name of the enterprise, association, organization)*  represented by **\_\_\_\_\_\_\_\_\_\_\_**,  *(position, surname, given name)*  acting based on **\_\_\_\_\_\_\_\_\_\_**,  *(statute, regulation, decision etc.)*  hereinafter referred to as *Buyer*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(to indicate no. and date of registration in the State Register)*  on the other hand, | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(full name of the enterprise, association, organization)*  represented by **\_\_\_\_\_\_\_\_\_\_\_**,  *(position, surname, given name)*  acting based on **\_\_\_\_\_\_\_\_\_\_**,  *(statute, regulation, decision etc.)*  hereinafter referred to as *Beneficiary*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  *(to indicate no. and date of registration in the State Register)*  on the third hand, | | | |
|  | Registered No .: | |
|  | Treasury: | |
|  | Date: | |