

CONTRACT No. MD-MOED-386445-CS-CQS

THIS CONTRACT ("Contract") is entered into this *5 of February 2024*, by and between:

Ministry of Education and Research of the Republic of Moldova ("the Client"), represented by Minister, Mr. *Dan Perciun*, having its principal place of business at 1, Piata Marii Adunari Nationale, MD-2033, Chisinau, Republic of Moldova, and

Enterprise Business Solutions SRL ("the Consultant") represented by Chief Executive Officer, Mr. *Tugui Mihail*, fiscal code 1010607002906 having its principal office located at 170 Columna street, Chisinau, Republic of Moldova.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term**

The Consultant shall perform the Services during the period commencing *February 5, 2024* and continuing through *September 5, 2025*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **EUR 193,089.00** (*one hundred ninety-three thousand eighty-nine EUR*). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below¹:

4,641.00 EUR will be paid against approval by the Coordinator mentioned in paragraph 4 of the Deliverables related to *Preparation and Inception Phases* specified in Annex B.

9,243.00 EUR will be paid against approval by the Coordinator mentioned in paragraph 4 of the Deliverables related to *Elaboration phase* specified in Annex B.

131,274.00 EUR will be paid against approval by the Coordinator mentioned in paragraph 4 of the Deliverables related to *Construction phase* specified in Annex B as follow:

26,980.20 EUR will be paid against approval of the Report 3.1 of the Construction phase.

27,136.20 EUR will be paid against approval of the Report 3.2 of the Construction phase.

32,986.20 EUR will be paid against approval of the Report 3.3 of the Construction phase.

11,965.20 EUR will be paid against approval of the Report 3.4 of the Construction phase.

32,206.20 EUR will be paid against approval of the Report 3.5 of the Construction phase.

12,714.00 EUR will be paid against approval by the Coordinator mentioned in paragraph 4 of the Deliverables related to *Integration with third party information systems and governmental platform services* specified in Annex B.

17,511.00 EUR will be paid against approval by the Coordinator mentioned in paragraph 4 of the Deliverables related to *Transition phase* specified in Annex B.

One hundred percent (100%) of the actually delivered maintenance services but not more than **17,706.00 EUR** will be paid against approval by the Coordinator mentioned in paragraph 4 of the Deliverables related to *Warranty and Maintenance phase* specified in Annex B.

C. Payment Conditions

Payment shall be made in MDL according to official exchange rate of NBM at the date of payment, no later than 30 days following submission by the Consultant of invoices

¹ Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

to the *Client*.

4. Project Administration

A. Coordinator.

The Client designates *the Project Executive Director as Client's Coordinator*. the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software².

9. Consultant Not to be Engaged in Certain

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

- Activities** or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Republic of Moldova, and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 14. Termination** The Client may terminate the Contract with at least 10 working days written notice to the Consultant after the occurrence of any of the events specified in sub-paragraphs (a) through (d) of this Clause:
- (a) if the Consultant does not remedy a failure in the performance of their obligations under the Contract within seven working days from the date of written notification or within any further period as may be further agreed with the Client in writing;
 - (b) if the Consultant becomes insolvent or bankrupt;
 - (c) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice in competing for or in executing the Contract.
 - (d) if the Client, in its sole discretion, decides to terminate the Contract.
- 15. Removal and/or Replacement of Personnel** Except as the Client may otherwise agree, no changes shall be made in the Consultant's Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Consultant's Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- 16. Fraud and Corruption**
- A. General
- If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive

practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of paragraph 14 shall apply as if such expulsion had been made under Sub-Clause 14A.

B. Definitions

For the purposes of this Clause, the terms set-forth below are defined as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁴;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights.

C. Measures to be Taken

³ "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁴ A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

⁵ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

⁶ A "party" refers to a participant in the selection process or contract execution.

In pursuance of this policy, the Bank:

- (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (b) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract.

FOR THE CLIENT

Mr. Dan Perciun, Minister

**Ministry of Education and
Research of the Republic of Moldova**

1 Piata Marii Adunari Nationale, MD-2033,
Chisinau, Republic of Moldova
MF-TR Chisinau – State budget,
Fiscal code: 1006601000107
Bank account no.: 227201
Bank code: TREZMD2X
IBAN: MD83TRPIAA319100D16289AC

FOR THE CONSULTANT

Mr. Tugui Mihail, Chief Executive Officer

Enterprise Business Solutions SRL

Address: 170 Columna street, Chisinau,
Republic of Moldova

Fiscal code: 1010607002906
Bank: BC „OTP Group” S.A.
Bank code: MOBBMD22
IBAN: MD60MO2224ASV33636237100

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Attachment 1 to the Terms of Reference: The Technical Requirements

Attachment 2 to the Terms of Reference: Description of approach, methodology and work plan

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations