

FORM OF CONTRACT

THIS AGREEMENT number **CEP/G/S/B – 22** made on November 26, 2012, between **Project Implementation Unit of the World Bank Competitiveness Enhancement Project**, having its principal place of business at: 180, Stefan cel Mare ave., office 815, Chisinau, Tel: + 373 22 29-67-23 (**hereinafter called “the Purchaser”**) on the one part and **SC “DAAC System Integrator” SRL**, having its principal place of business at: 10, Calea Icsilor str., Chisinau, Moldova. Tel: + 373 22 509-709 (**hereinafter called “the Supplier”**) on the other part.

WHEREAS the Purchaser has invited quotation for elaboration of **Standards Repository Software** for the National institute of Metrology and Standardization to be supplied by Supplier, viz. Contract **CEP/G/S/B–22**, (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of **US\$ 96,753.00 (ninety-six thousand seven hundred and fifty-three US Dollars, 00 cents)** hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Invitation to Quote; Term and Conditions of Supply, Technical Specification;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

4. Termination

4.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services

similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

4.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

Fraud and Corruption

- 5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

6. Inspections and Audits

- 6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the

Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF
**Project Implementation Unit of the World
Bank Competitiveness Enhancement Project**



Aureliu Casian
Executive Director



Signature and seal of the Supplier:
FOR AND ON BEHALF OF
SC "DAAC System Integrator" SRL



Ghimicu Sergiu
General Director




R. Macari



Terms and Conditions of Supply

Project Name: **Competitiveness Enhancement Project**
 Package No. CEP/G/S/B-22

1. Prices and Schedules for Supply

The Supplier acknowledges that he will also be responsible for:

- a) Delivery and installation of the Standards' Repository Software (SRS) to the following address:
 28, E. Coca str., Chisinau, Republic of Moldova,
- b) Verification and testing of the SRS;
- c) Orientation training of the IT specialists in using the SRS.

Development of Standards' Repository Software (SRS)

Item	Required specification (minimum requirements)	Proposed equipment and specification
Beneficiary: National Institute for Standardization and Metrology (INSM)	Development of standards repository and database management software, which has to be an important tool for the National Standards Body, for customers, business society, governmental agencies, potential investors, other stakeholders etc. The existing database of the INSM have limited capacities in information content, the structure itself, standards database search engine, data and copyright protection. Establishing of an integrated information system allowing: - Maintaining and use of the standards database (DB) and database management software (DBMS); - Searching the database using various criteria; - Exporting the data according to search criteria, in various formats (e.g. *.xls, *.xml, *.pdf);	SRS DB management will include procedures of DB creation, DB update, DB copying, DB archiving, DB backup. Data will be protected from unauthorised access and copying. Access to SRS data can be limited by user access rights assigned by SRS IS administrator. SRS DB will contain texts of national and international standards (more than 70.000 of standards) in *.pdf file format. Special Parameterization Module will provide possibilities of the effective search and data export using defined or predefined criteria. Selected data can be exported in *.xls, *.xml, *.pdf, *.doc formats. SRS DB will be updated using connections to external data sources (databases/servers of International Standardization Organization (hereinafter referred to as ISO), European Committee for Standardization (hereinafter referred to as

	4. Connection of developed database to external databases/servers of International Standardization Organization (ISO), European Committee for Standardization (CEN) and International Electrotechnical Commission (IEC), in order to keep updated.	CEN) and International Electrotechnical Commission (hereinafter referred to as IEC)) provided by the Customer. DB update can be performed in manual or automatic mode. Detailed description is provided in the annex below "Proposed Methodology"
	<u>General Requirements:</u> The software package should have necessary configuration interfaces for management of optional customization parameters and array values of parametric data fields. Software will have a global user management interface and user access management will be process based.	SRS IS interface language will be Romanian. SRS IS will be accessible for use in a 24/7 online regime. SRS is proposed to be developed using .NET Framework technological platform and technologies based on MS SQL Server. Detailed description is provided in the annex below "Proposed Methodology"
	<u>Software' Technical specification and content:</u> Proposed software should be robust, providing for high-end computing and communication technologies for reliable access. The proposed software should ensure scalability, maintainability, reusability, flexibility, reliability, and high-end performance. The software should also ensure the integration of various services envisaged. The application should be developed modular and modules should be able to serve different segments (database, database management, search engine etc.). The modules should cover all data and capabilities related to standardization work, in order to align with best practices of the European national standard bodies. All modules can run from the same database server.	SRS will contain following layers: Database layer based on MS SQL Server platform contains the following components: - SRS Data DB scheme is used for storing data and security meta-data providing information for security policy control and provisioning. Application server contour based on flexible and scalable platform for SRS application components deploying and integration – .NET Framework platform.

	Web application layer based on HTML5. Detailed description is provided in the annex below “Proposed Methodology” : - <i>Architecture</i>
<u>Modules and their content</u> 1. <u>Standards Database</u> – is the main module of the system and contains the texts of standards (more than 70.000 of standards). The file format of kept standards shall be *.pdf. The DB shall be updated from external servers automatically or manually. Periodic backup of the DB is required. <u>This module is oriented for internal users and would have restricted access.</u> 2. <u>Standards Database Management System</u> - this module will be focused on management, searching (using criteria), exporting, updating and backup of the database. Searching and exporting criteria should be <i>inter alia</i> the title of the standards, containing words, keywords/tags, year of adoption/publication/withdrawal, amendments. In total are expected to set not less than 20 searching criteria. The search results shall have the possibility to be exported. The exporting formats are expected to be at least *.xls, *.xml, *.pdf, *.doc. One of the special feature shall be exporting into *.xml format, according to a specified schema. The module shall ensure access to external servers of International Standardization Organization (ISO), European Committee for Standardization (CEN) and International Electrotechnical Commission (IEC) in order to update	Detailed description is provided in the annex below “Proposed Methodology” : - <i>Web-application layer</i> - <i>Database layer</i> Detailed description is provided in the annex below “Proposed Methodology” : - <i>Application business-logic layer</i>

	automatically or manually. A feature should ensure automatic and manual backup, copying and archiving of the database. The standards database management system interface shall be developed in Romanian only. <u>This module is oriented for internal users and would have restricted access.</u> A sub-module shall be developed for regular users, based on the main module, having limited access to features and functionality. The sub-module interface shall be developed in Romanian only. For both the main module and the limited functionality sub-module should be delivered the distributable/installation file(s) in order to be possible to install the modules/sub-module on various computers and to customise access to database. The system shall ensure security against unauthorised access and copy of standards. The files of standards may be protected with other high security and copyright protection tools.
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Item	Required specification (minimum requirements)	Proposed equipment and specification
<u>Technological Specifications Required in the DMS</u>		
	1. High-end performance for navigation, transaction processing, data messaging in the network environment; 2. Modular application structure; 3. Object-oriented language based application programming; 4. Unicode compliant for all non-Roman alphabets; 5. Scalability, maintainability, reusability, flexibility, and	We recommend deploying SRS in fully virtual infrastructure with all physical hardware resources separated from logical servers according to their implementing roles listed above. Being installed in virtual environment SRS IS is fully independent from any physical parameters of hardware resources.

reliability of application; 6. Log in facility for at least 30 concurrent internal users; 8. Parallel access for at list 30 users to the system in the same time; 9. Different level of access to the system for the National Standardization Body's staff and other users, depending of the assigned roles; 10. Compliant software for searching on real time basis; 12. Multiple level data and data transactions security.	Detailed description is provided in the annex below "Proposed Methodology": - <i>SRS System environment;</i> - <i>Application software lifecycle.</i>
<u>Requirements for information security and protection</u> Information security means the protection of information resources against deliberate or accidental actions with natural or artificial character that as a result bring prejudice to system's owners and users. Basic tasks of information security will be to ensure: (i) Information integrity – protection from the modification of system's functionality and data damage; (ii) Confidentiality – protection from unauthorized access to data; (iii) Protection of accessibility – protection from blocking the access of sanctioned users to information resources.	SRS application software information security and protection features preventing data lose and unauthorized access to data and functions are the following: • login+password authentication; • control of user access to system objects, attributes and datasets, functions and reports; • administrator's unauthorized access to data defense; • control of user's session timeout (after a certain period with no action user session will be blocked); • scheduled data backup; • data recovery managed by system administrator. Detailed description is provided in the annex below "Proposed Methodology": - <i>Security and data integrity</i>
<u>Requirements regarding software/hardware infrastructure and communications channels</u>	

Structure of software-hardware infrastructure, list of software products, and technical means used to set up the information infrastructure will be determined by the system's designer by taking into account the following requirements: • The system will ensure the information compatibility with data store. • Personal computers used by the users will require minimum resources to execute the modules by the client.	We recommend deploying SRS in fully virtual infrastructure with all physical hardware resources separated from logical servers according to their implementing roles listed above. Being installed in virtual environment SRS IS is fully independent from any physical parameters of hardware recourses. SRS application software life-cycle is based on the list of phases and activities which are planned to be performed by us during the Project to put SRS into production mode successfully. SRS application software design, development and implementation project passes through the following main phases: - Inception; - Developing - Transiting Detailed description is provided in the annex below "Proposed Methodology" : - <i>SRS System environment;</i> - <i>Application software lifecycle.</i>
<u>Technical support after installation</u> – 12 months from the date of installation, acceptance and final training of NISM technical staff on system administration, operation, maintenance and updating.	The SRS will be covered by warranty maintenance and support services for 12 months after acceptance. The warranty includes all modules that were developed and supplied in this information system. Detailed description is provided in the annex below "Proposed Methodology" : - <i>System Maintenance Plan;</i>

Within the time frame of this assignment, the Supplier will be expected to develop a system for Beneficiary, which is to be provided as follows:

- 1) Demo version of the system – to be developed and provided for approval to Beneficiary by February 28, 2013.
- 2) Entire operational system - to be developed and provided to Beneficiary by April 30, 2013.

#	<u>Name</u>	<u>Price per Unit</u>	<u>Total Price</u>
1	Elaboration of the system architecture, including all programs, scripts modules and technical specification	\$ 68 153	\$ 68 153
2	Elaboration of the system filtering mechanism		
3	Elaboration of the system logging & security mechanisms		
4	Designing required instruments for the system maintenance, dynamic management of the contents, including efficient instruments for regular update of the databases	\$ 17 350	\$ 17 350
5	Testing the system functionality and installation of the system		
6	Elaboration of the guide for administration, operation, maintaining and update	\$ 2 750	\$ 2 750
7	Training of INSM technical staff on system administration, operation, maintenance and updating	\$ 8 500	\$ 8 500
	TOTAL		US\$ 96,753.00

NOTE:

1. The price includes insurance and transportation to the place of destination, according to INCOTERMS 2000;
2. The price does not include custom duties, excise-duty, custom procedures tax and VAT;

1. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
2. The Purchaser reserves the right at the time of contract finalization to increase or decrease by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
3. Delivery Schedule: The delivery should be completed no later than April 30, 2013.
4. Insurance: N/A.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures.
7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax the full details of shipment, including purchase order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
 - (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (ii) duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid», if any;
 - (iii) copies of the packing list identifying contents of each package, if any;
 - (iv) manufacturer's or supplier's warranty certificate, if any;
 - (v) certificate of origin, if any;
 - (vi) certificate of quality, if any.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment for your invoice will be made as follows:
 - 35 % of the contract amount will be paid upon approval by the Consignee (NISM) of the Demo version of the Standards' repository software (SRS). Payment will be made by bank transfer in favor of the Supplier's Bank, within thirty (30) days after the approval of the Demo version of the SRS;
 - 65 % of the contract amount will be paid upon approval by the Consignee (NISM) of the Final version of the Standards' repository software (SRS) and related services issued by the Purchaser and confirmed by the Consignee (hereinafter referred to as the "Final Acceptance Document"). Payment will be made by bank transfer in favor of the Supplier's Bank, within thirty (30) days after the approval of the Final version
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of the SRS. The payments under the territory of Moldova will be made in Moldovan lei, equivalent by converting respective foreign currency amount using official exchange rate foreign currency/Moldovan Lei at the day of payment, as furnished by the National Bank of Moldova.

9. Warranty: The offered SRS should be covered by supplier's warranty as indicated in the Terms and Conditions of Supply from the date of the Final Acceptance Document (Clause Technical support after installation).
10. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
11. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:
 - a. Address: **28, E. Coca street, Chisinau, Republic of Moldova**
12. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.
 - b. For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - c. If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.
13. Required Technical Specifications
 - (i) General Description
 - (ii) Specific details and technical standards
 - (iii) Performance Parameters
 - (iv) Supplier confirms compliance with above specifications
14. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.
15. Delays: If the Supplier fails to deliver any or all of the Goods by the date of delivery or perform the related services within the period specified in the Contract (as provided by Delivery schedule above), the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of 0,1% of the delivered price of the delayed goods or unperformed

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF
Project Implementation Unit of the
World Bank Competitiveness
Enhancement Project

**Competitiveness
Project**

Casian
Director



 Ghinea Sergiu
General Director

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