**DRAFT January 2021**

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| **STANDARD TENDER DOCUMENTS FOR GOODS**  **IN OPEN TENDER** | |
| **Subject-matter of the procurement:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Main CPV Code:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Contracting Authority:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Procurement Procedure:** | **Open Tender** |
| **Tender Number:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Issued on:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Deadline for submission of Tenders:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

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# Section I: Instructions to Tenderers (ITT)

## General

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| 1. Scope of this Tender Documents | 1. This Section I: Instructions to Tenderers (hereinafter referred as ‘ITT’) shall be published on the electronic public procurement system MTender System (‘MTender System’). The text found in Section I can only supplemented and amended through Section II: Tender Data Sheet (‘TDS’). The Contracting Authority is not allowed to make any changes to Section I. 2. The procurement will be carried out in accordance with the Law on Public Procurement no. 131/2015, hereinafter referred to as ‘LPP’ and the Regulation on electronic tendering procedure for procurement of goods, services and works via open tender. 3. The Economic Operator shall observe the General Terms of Use of the MTender System and web portal https://mtender.gov.md (herein after the “MTender terms of use”) when registering and submitting a Tender via MTender Networking Electronic Procurement Platform (NEPP). MTender System’s terms of use form legally binding agreements between the Economic Operators and Contracting Authorities and the MTender System Operator in relation to use of the MTender System services. 4. The Contracting Authority indicated in TDS issues these Tender Documents. All the procurement data, including name of the Contracting Authority, name of the tendering procedure, type of procedure and Common Procurement Vocabulary (CPV) code, identification number of the tendering procedure and lot shall be indicated in the TDS. 5. The terms used in this Tender Documents are defined in the LPP, the Regulation on electronic tendering procedure for procurement of goods, services and works via open tender and other secondary legislation, if applicable.   The use in this Tender Document of the term Economic Operator shall mean Tenderer and vice-a-versa as appropriate.   1. The use of this Tender Document for procurements below the thresholds from article 2 (1) LPP or by public entities (ex. Municipal or State Enterprises), not considered Contracting Authorities within the meaning of article 13 LPP, has the effect of voluntary application of the public procurement legal framework to the advertised procurement. In such cases the public procurement legal framework shall be applicable to this procurement including the possibility of contestation to the National Complaint Settlement Agency. 2. The Contracting Authority invites Economic Operator to tender for the Contract. |
| 1. Sections of Tender Document | 1. The Tender Documents are accessible online, on a free of charge basis in the MTender system <https://mtender.gov.md/>. 2. The Tender Documents consist of the Sections indicated below:  * Section I: Instructions to Tenderers (ITT) * Section II: Tender Data Sheet (TDS) * Section III: Tender Forms * Section IV: General Conditions of Contract (GCC) * Section V: Special Conditions of Contract (SCC) * Section VI: Contract Performance Guarantee Form  1. The Economic Operator is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information or documentation required by the Tender Documents shall result in the rejection of the Tender, as appropriate. |
| 1. Clarification of the Tender Documents | 1. A prospective Tenderer requiring any clarification of the Tender Documents shall submit an enquiry online via the MTender System and only in the period indicated in the MTender System Contract Notice. 2. The Contracting Authority will respond to any request for clarifications provided that any such request is submitted within the clarification period indicated in the MTender System Contract Notice. The Contracting Authority’s response is published on the MTender System immediately but without identifying the Economic Operator that posed the request. 3. If the response is not published, the electronic tendering procedure is suspended until all due clarifications are published by the Contracting Authority. |
| 1. Amendment of Tender Documents | 1. The Contracting Authority may only amend the Tender Documents in the period for clarifications by issuing an addendum. 2. Any addendum issued shall be part of the Tender Documents and shall be published on the MTender System in the same place as the original Tender Documents. 3. To give prospective Economic Operators reasonable time in which to take an addendum into account in preparing their Tenders, the Contracting Authority is required to extend the deadline in accordance with article 41 (1) of the LPP. |
| 1. Scope of this ITT | 1. This ITT is intended for Economic Operators. The scope of this ITT is to give guidance to Economic Operators on Tender submission and contract award procedure.   This section supplements the provisions from the LPP and in no way excludes it. In case of any possible inconsistencies between mandatory provisions from the LPP and this Tender Document, the LPP shall prevail.  In case of discrepancies in information provided in the MTender System Contract Notice and the Tender Documents, the Contract Notice shall prevail. In case of discrepancies in information included in the MTender System Contract Notice, the CPV code and budgetary classification, provided in the Ministry of Finance Order no 209 from 24.12.2015, shall prevail. |

## Qualification and Exclusion of an Economic Operator, ESPD and Subcontracting

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| 1. Tender Participants - Economic Operators | 1. An Economic Operator may be resident or non-resident, a physical person or legal entity of a private or public law or association of such individuals or legal entities in conformity with article 16 of the LPP. All Economic Operators shall be treated equally without any discrimination in the whole tendering procedure. 2. Economic Operators may associate and form a consortium for the purpose of submitting a tender. In the case of a consortium:    1. unless otherwise specified in the TDS, all associates shall be jointly and severally liable; and    2. the consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the associates of the consortium during the tendering procedure and, in the event the consortium is awarded the Contract, during Contract execution. |
| 1. Conflict of interest and unfair competition | 1. During the award procedure of the public procurement contract, the Contracting Authority shall have the obligation to take all necessary steps to avoid any situations liable to cause of a conflict of interests and/or unfair competition. 2. The Economic Operator has the obligation to reveal before the Contracting Authority via any textual means any existing or potential conflict of interest that may upset the equal treatment and transparency principles provided in Article 7 LPP. 3. The persons who participate directly in the process of verifying and evaluating the Tenders, shall not have the right to be a Tenderer, associated Tenderer or subcontractor and shall be excluded from the award procedure. 4. The individual or the legal entity who provided opinions, suggestions or recommendations to the Contracting Authority at the market consultation stage or participated in the elaboration of the tender documents also as a part of consulting services shall have the right, as an Economic Operator, to be a Tenderer, associated Tenderer or subcontractor, but only in case its’ involvement in the elaboration of the tender documents is not liable to distort competition. In such a case, the Contracting Authority shall communicate via the TDS to the other Tenderers the relevant information which has been submitted in the context of the individual or legal entity's participation in the elaboration of the Tender Documents or resulting from that participation. 5. An Economic Operator may be considered to have a conflict of interest with one or more parties in this tendering procedure, if: 6. it is in a position to have access to information about or influence the decisions of the Contracting Authority regarding this Tendering procedure; or 7. an Economic Operator, its affiliates or parent organisation has participated in the feasibility or design stages of a project, that Economic Operator, its affiliates or parent organisation shall not be eligible to participate in a tendering procedure for contracts involving the supply of goods, works or services, including architectural or engineering services, for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest; or 8. an Economic Operator participated as a consultant in the preparation of the Tender Documents; or 9. an Economic Operator or any of its affiliates has been hired, or is proposed to be hired, by the Contracting Authority for the supervision of the Contract. 10. The Contracting Authority shall take all remedies possible to avoid any existing or potential conflict of interest situation in conformity with the principle of proportionality. The exclusion of an Economic Operator due to a conflict of interest shall be allowed if there is no less restrictive means of avoiding the conflict of interest and ensuring compliance with the principle of equal treatment and fair competition. 11. An Economic Operator shall avoid any behaviour liable to distort competition and the equal treatment principle. The Economic Operator may be considered liable to distort competition and the equal treatment, if: 12. they have controlling associates in common; or 13. they receive or have received any direct or indirect subsidy from any of them; or 14. they have the same legal representative for purposes of this tendering procedure; or 15. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Economic Operator in relation to this tendering procedure; or 16. an Economic Operator participates as an Economic Operator or an associate in a consortium in more than one Tender in this tendering procedure. Participation as an Economic Operator or an associate in a consortium in more than one Tender will result in the disqualification of all Tenders in which it is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender. For the purpose of this provision, a subcontractor is not deemed to be participating in the tendering procedure; 17. The scope of the provision from ITT 7.7 is to avoid situations when the Economic Operator, via its controlling undertakings, submits two Tenders circumventing the rule in the Tender Documents that forbid submission of alternative tenders. Thus, the list provided in ITT 7.7 is not exhaustive. 18. It is not generally prohibited for related undertakings to submit offers in a public procurement procedure provided that they were submitted independently from each other. Nonetheless, Tenderers are obliged to disclose the links between them to the Contracting Authority immediately after they become, or should have become, aware of this. 19. Submitted Tenders should be autonomous and independent. The Contracting Authority shall reject tenders that are coordinated or are the result of a concerted practice. 20. The Contracting Authority that acquaints itself with objective evidence calling into question the autonomous and independent nature of a Tender is obliged to examine all the relevant circumstances having led to the submission of the tender concerned in order to prevent and detect the elements capable of vitiating the tendering procedure and remedy them, where appropriate, requesting the parties to provide certain information and evidence. 21. In case the Contracting Authority, after the examination of direct and indirect evidence, concludes that there are objective and consistent evidence that the related Tenderers which form a single economic unit have submitted coordinated or concerted Tenders are to be rejected as submitted in violation with the principle of equal treatment. |
| 1. Exclusion grounds | 1. The grounds for exclusion of an Economic Operator are set forth in article 19 of the LPP. The Contracting Authority shall exclude an Economic Operator that has been sentenced in the past five years for criminal offences set in paragraph (1) of article 19 of the LPP. These criminal offences are **[Ministry of Finance should decide on the exact list of criminal offences from the Criminal Code of Moldova]**. The Contracting Authority shall exclude an Economic Operator that has been in past three years in one of the situations set in paragraph (3) of article 19 of the LPP. 2. The Contracting Authority shall exclude the Economic Operator under article 19 (1) of the LPP only for those criminal offences falling within the ambit of those listed in the referred paragraph and listed in the TDS part B. In case of doubt, the Contracting Authority shall evaluate if the public interest which is protected by that criminal offence prevents the Economic Operator from participation in the public procurement based on a fair balance exercise. 3. The Contracting Authority shall not exclude the Economic Operator under art. 19 (2) of the LPP if that employee has no powers of representation, decision or control therein even if it holds a managerial position. Article 19 (2) of the LPP is applicable to the *de facto* administrators of the Economic Operator as it is regulated in art. 197 (1) of the Civil Code. 4. The five-year exclusion term under art. 19 (1) of the LPP commences from the date the conviction handed by the court becomes definitive. In cases of decisions issued by Moldovan courts, it becomes definitive under art. 466 of the Code on Criminal Procedure either after the appeal period or after its examination in appeal in case it was appealed. 5. The five-year exclusion term shall be expired at the date when the Tender produces legal effects to avoid being excluded under art. 19 (1) of the LPP. 6. Criminal convictions issued by courts of other states shall be considered by the Contracting Authority provided that the criminal offence falls within the list mentioned in art. 19 (1) of the LPP and is satisfied that all the guarantees of fair trial were observed. 7. The Contracting Authority shall not automatically exclude the Economic Operator that falls within the exclusion ground from art. 19 (3) letter (b) of the LPP. The Contracting Authority shall evaluate whether the exclusion is proportional considering the amount of the arrears and the possibility of self-cleaning defence under art. 19 (10) to (13) of the LPP. In cases where the amount of arrears is insignificant compared to the value of the tender the Contracting Authority is obliged to allow the Economic Operator a reasonable time to submit a proof that this amount has been settled. 8. Within the meaning of art. 19 (3) letter (g) of the LPP in corroboration with art. 19 (6) of the LPP the three-year exclusion period commences from the date the Decision of the Competition Council is adopted acknowledging that the Economic Operator has concluded agreements that restrict competition. 9. The Contracting Authority should assess on a case by case basis whether the Economic Operator falls within the exclusion ground from art. 19 (3) letter (f) of the LPP. Professional misconduct may include abuse of a dominant position, essential non-performance of a past public procurement contract, condemnation for criminal offences not listed in art. 19 (1) of the LPP, serious breach of an intellectual property right which cast doubt on the professional integrity of the Economic Operator. 10. Each Economic Operator is entitled to the self-cleaning defence under art. 19 (10) to (13) of the LPP. Further, art. 19 (13) of the LPP shall be applicable only when the decision of the court expressly excludes the Economic Operator from participating in the public procurement as a separate sanction. Accordingly, a decision which convicts the Economic Operator for a criminal offence listed in art. 19 (1) of the LPP and which does not include such a separate sanction shall be entitled to the self-cleaning defence under art. 19 (10) to (13) of the LPP. 11. In addition to the information provided in this ITT 8, the Contracting Authority may adopt additional supporting guidance for the Economic Operators on the application and enforcement of the provisions on exclusion and self-cleaning. |
| 1. Rules on qualification of the Economic Operator | 1. To establish that it is qualified to participate in the procurement procedure in accordance with the TDS, the Economic Operator shall provide the information requested in the TDS and submit the forms from Section III: Form 5 - ESPD Declaration Form. 2. The Contracting Authority may require from the Economic Operator as part of the economic and financial standing and technical and professional ability, requirements related to sustainable public procurement. This may, *inter alia*, relate to environmental, social, human rights and labour considerations provided that these are related and proportionate to the subject-matter of the public procurement contract. |
| 1. Financial and economic capacity | 1. With regard to economic and financial capacity, the Contracting Authorities may impose requirements ensuring that Economic Operators possess the necessary economic and financial capacity to perform the contract and may consist in:    1. minimum yearly turnover, and/or    2. a certain minimum turnover in the area covered by the contract    3. other requirements. 2. The minimum yearly turnover that Economic Operators are required to have shall not exceed two times the estimated contract value, except in duly justified cases such as relating to the special risks attached to the nature of the works, services or supplies as indicated in the TDS part B. Where the tender is divided into lots the turnover figure shall apply in relation to each individual lot. In case the public procurement contract is planned to be valid for more than one year, the Contracting Authority may limit the minimum yearly turnover rule by reference to the annual contract value. 3. Contracting Authorities may request Economic Operators to provide the information from ITT 10.1 for the past three years. There may be cases where Economic Operators such as SMEs that may have been recently formed are unable to provide the information from ITT 10.1 for the past three years . 4. The qualification requirements related to economic and financial standing may be demonstrated by providing to the Contracting Authority a bank statement on the availability of a credit in the amount specified in the TDS and the guarantee that this amount be available to the Tenderer throughout the entire performance of the public procurement contract. 5. Evidence that may demonstrate the Economic Operator’s economic and financial capacity can include but is not limited to:    1. appropriate bank statements;    2. financial reports;    3. statements regarding the overall turnover or, if appropriate, regarding turnover in the area covered by the contract; 6. With regard to qualification requirements relating to economic and financial capacity an Economic Operator may, where appropriate and for a particular contract, rely on the capacities of other Economic Operators, regardless of the legal nature of the links which it has with them. 7. In case the Tenderer wants to prove compliance with qualifications criteria, in accordance with the provisions of ITT 10.6, by invoking the reliance provided by another entity, the former shall be required to prove the reliance s/he benefits from by submitting in writing a firm commitment of the relevant person, executed in authentic form, by which that person confirms that s/he will make available to the Tenderer the invoked resources. The Contracting Authority shall not require the Economic Operator to submit the documents which demonstrate the economic and legal links between the latter and the entity on which he relies. 8. The Contracting Authority shall verify whether the entities on whose capacity the Economic Operator intends to rely fulfil the relevant qualification requirements and whether there are grounds for exclusion pursuant to Article 19 (1) and para. (3) letter a), c) - g) of the LPP. 9. To demonstrate that the entities on whose capacity the Economic Operator intends to rely meet the latter requirement, they should submit a separate ESPD together with the Tender. In such cases, ITT 13 shall be applicable mutatis mutandis. The Contracting Authority shall require that the Economic Operator replaces an entity which does not meet the relevant qualification requirements, or in respect of which there are grounds for exclusion as mentioned in ITT 8. 10. The exact list of documents as means of proving the economic and financial capacity shall be set in the TDS Part B. |
| 1. Technical and Professional Capacity | 1. For the purpose of checking the technical and professional capacity of the Tenderers, the Contracting Authority has the right to request relevant information, depending on the specifics, quantity, volume and complexity of the subject-matter of the contract and only to the extent to which this information is relevant for the performance of the contract and is not available in databases of public authorities or third parties. 2. In case of public procurement of goods, in conformity with ITT 11.1 and provided that it is not available in databases of public authorities or third parties the Contracting Authority has the right to request the following information:    1. a list of supplies performed during the past 3 years, with indication of values, periods of delivery and beneficiaries. Such supplies shall be confirmed by submitting certificates issued or countersigned by the beneficiary. If the beneficiary is a private customer and, for objective reasons, the Economic Operator is unable to obtain a certificate/confirmation from such customer, the past experience shall be proven by a self-declaration of the Economic Operator;    2. a declaration concerning the technical equipment and the measures applied to assure quality and, if applicable, the study and research resources;    3. concerning the technical personnel/specialised body it has available or whose participation commitment was obtained by the Tenderer, in particular to ensure quality control;    4. certificates or other documents issued by the authorized bodies in this respect, attesting the conformity of goods, clearly identified by reference to relevant specifications or standards;    5. samples (to the extent to which the submission thereof is justified), descriptions and/or photos whose authenticity can be proven in case the Contracting Authority requests it; 3. Where available, the experience shall be demonstrated by providing a list enumerating the number of awarded public contracts or concluded framework agreements, registered in the contract register of the State Treasury of the Republic of Moldova for the period of the last three years, if otherwise not mentioned in the TDS. 4. An Economic Operator which intends to individually submit a tender may not rely on the experience of a group or consortium of Economic Operators of which it was a member, in connection with the execution of another contract, if it has not actually and directly participated in the performance of the latter. 5. With regard to qualification requirements relating to technical and professional ability an Economic Operator may, where appropriate and for a particular contract, rely on the capacities of other Economic Operators, regardless of the legal nature of the links which it has with them. 6. In case the Tenderer wants to prove compliance with qualifications requirements, in accordance with the provisions of ITT 11.5, by invoking the reliance provided by another entity, the former shall be required to prove the reliance s/he benefits from by submitting in writing a firm commitment of the relevant person, executed in authentic form, by which that person confirms that s/he will make available to the Tenderer the invoked resources. The Contracting Authority shall not require the Economic Operator to submit the documents which demonstrate the economic and legal links between the latter and the entity on which he relies. 7. The Contracting Authority shall verify whether the entities on whose capacity the Economic Operator intends to rely fulfil the relevant qualification criteria and whether there are grounds for exclusion pursuant to Article 19 (1) and para. (3) letter a), c) - g) of the LPP. 8. To demonstrate that the entities on whose capacity the Economic Operator intends to rely meet the latter requirement, they should submit a separate ESPD together with the Tender. In such cases, ITT 13 from the shall be applicable *mutatis mutandis*. The Contracting Authority shall require that the Economic Operator replaces an entity which does not meet the relevant qualification criteria, or in respect of which there are grounds for exclusion. 9. With regard to criteria relating to the professional capacities, Economic Operators may however only rely on the capacities of other entities where the latter will perform the works or services for which these professional capacities are required. In such cases the entities on whose professional capacity the Economic Operator intends to rely shall be a subcontractor or an associate within the consortium. 10. The exact list of documents as means of proving the technical and professional capacity shall be set in the TDS Part B. |
| 1. Quality insurance standards and environmental protection standards | 1. If the Contracting Authority requests the submission of certain certificates, issued by independent bodies, attesting the fact that the Economic Operator complies with certain quality assurance standards, it has to relate to the quality assurance systems based on the series of relevant European standards, certified by bodies in compliance with the series of European standards on certification, or pertinent international standards issued by accredited bodies. 2. If the Contracting Authority requests submission of certain certificates, issued by independent bodies, attesting the fact that the Economic Operator complies with certain environmental protection standards, then it has to relate to:    1. the Community Eco-Management and Audit Scheme (EMAS), or    2. to the environmental management standards based on the series of European or international standards in the field, certified by bodies compliant with the Community law or the European or international standards concerning certification; 3. In accordance with the principle of mutual recognition, the Contracting Authority shall be required to accept the equivalent certificates issued by the bodies established in the member states of the European Union. If the Economic Operator does not hold the certificates in accordance with ITT 12.1 and ITT 12.2 as requested by the Contracting Authority, the latter shall be required to accept any other certificates produced by the respective Economic Operator to the extent to which the evidence submitted confirms that an appropriate quality or environmental protection level is assured. 4. The exact list of documents or certificates to be submitted in accordance with ITT 12.1 and ITT 12.2 shall be set in the TDS Part B. |
| 1. European Single Procurement Document (ESPD) | 1. The Economic Operator shall submit the European Single Procurement Document (ESPD Declaration), consisting of a self-declaration as preliminary evidence in replacement of certificates issued by public authorities or third parties confirming that the Economic Operator fulfils the following conditions: 2. it is not in one of the exclusion situations referred to in Article 19 of the LPP; 3. it meets the relevant qualification requirements that have been set out by the Contracting Authority in the TDS Part B; |
|  | 1. Whenever possible, the examinations of the ESPD Declaration shall be based upon information extracted via the MTender System from relevant available databases of the public authorities or third parties. Where this is not possible, determination shall be based upon supplementary documentary evidence and certificates submitted by the Economic Operator. 2. As a general rule the Contracting Authority will ask for supporting documents as evidence of the information contained in the ESPD Declaration as follows: 3. From the Economic Operator who has been successful in the electronic auction; 4. In tendering procedures without electronic auction, from the Economic Operator whose Tender has been declared as the most economically advantageous tender, provided that his tender meets the technical requirements and any other relevant tender condition; 5. In exceptional cases where this is necessary to ensure the proper conduct of the procurement procedure, the Contracting Authority may request Tenderers, before the stage specified in ITT 13.3, to submit all or part of the supporting documents as evidence of the information contained in the ESPD Declaration. In such cases the Contracting Authority has to justify its decision. |
|  | 1. During the tendering procedure, as appropriate, the Contracting Authority shall determine to its’ satisfaction whether the Economic Operator that was selected as having submitted the most economically advantageous Tender meets the qualification requirements specified in TDS, to award the Contract. An affirmative determination shall be a prerequisite to qualify the Economic Operator and award the Contract to the Economic Operator. |
|  | 1. A negative determination shall result in disqualifying the Economic Operator and rejecting its’ Tender, if submitted. In such cases the Contracting Authority shall proceed to the next ranked Tender for a similar determination of that Economic Operator’s qualification. |
| 1. Subcontracting | 1. Subcontracting is as a general rule allowed and encouraged and may be limited only in exceptional cases. Subcontracting may be limited: 2. In the case of works contracts, service contracts and siting or installation operations in the context of a supply contract, Contracting Authorities may require that certain critical tasks be performed directly by the Tenderer itself or, where the tender is submitted by a consortium of Economic Operators, by a participant in that consortium; 3. When the Contracting Authority is unable due to objective reasons to scrutinise the subcontractor against exclusion grounds; 4. In the case envisaged in ITT 11.5; 5. In exceptional cases due to the nature of the task provided that the principle of proportionality and equal treatment is observed. 6. The Economic Operator has the obligation to disclose the part of the tender the Tenderer intends to subcontract and the names and addresses of subcontractors in his tender. If the Economic Operator indicates only the part of the Tender the Tenderer intends to subcontract without specifying the exact subcontractors, the Contracting Authority shall presume that these parts shall be performed directly by the Tenderer. 7. No subcontractor should be admitted to perform the public contract without the Contracting Authority’s approval, unless otherwise mentioned in the tender documents, in particular in the TDS. Any change in subcontractors shall be subject to the Contracting Authority’s prior approval. 8. Only in exceptional circumstances is the Contracting Authority allowed, due to the nature of the task, to cap the maximum percentage of work or service which an Economic Operator can subcontract. Quantitative restrictions of subcontracting should not be set *in abstracto* and without checking if the essential nature of the tasks in question justify it. 9. The Contracting Authority may set a minimum percentage of work or service which an Economic Operator shall be required to subcontract in order to support SMEs. 10. Unless the subcontractor supports at the same time the capacities of the Economic Operator, the subcontractor shall be obliged to demonstrate that he is not in one of the exclusion situations referred to in Article 19 of the LPP. The subcontractor shall provide a separate ESPD filling in Chapter II section A and B and Chapter III of the ESPD. |

## Preparation of Tenders

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| 1. Documents Comprising the Tender | 1. The Tender shall comprise all documents as required in the TDS. 2. The Economic Operator shall submit the Tender Forms via the MTender system using the online electronic document with the forms furnished in Section III: Tender Forms. All Tender Forms must be completed without any alterations; no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. All Tenders containing incomplete or missing Tender Forms shall be rejected. 3. A Tender submitted by a Consortium shall comply with the following requirements:    1. Be signed so as to be legally binding on all associates; and    2. Include the representative’s authorisation consisting of a power of attorney electronically signed by those legally authorised to sign on behalf of the Consortium associates and submitted via MTender System together with the Tender. 4. Any amendments shall be valid only if they are signed by the person empowered to sign the Tender and, in the format, required by the MTender terms of use. |
| 1. Cost of tendering and the submission fee | 1. The Economic Operator shall bear all costs associated with the preparation and submission of its Tenders, and the Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering procedure. 2. When submitting a Tender, the Economic Operator shall pay a submission fee in accordance with and in the amount established by a Government Decree. The payment of the submission fee shall be made through the MTender networking electronic procurement platform through which the Tender is submitted. |
| 1. Language of Tender | 1. The Tender as well as all correspondence and documents relating to the tendering procedure exchanged by the Economic Operator and the Contracting Authority, shall be submitted in the Romanian language, if not specified otherwise in the TDS. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Tender, such translation shall govern. |
| 1. Alternative Tenders | 1. Unless otherwise indicated in the TDS, alternative tenders are not allowed. If submitted, the Contracting Authority shall reject both the original and alternative tenders. 2. If alternative tenders are permitted the method of their evaluation shall be stipulated in the TDS. |
| 1. Prices | 1. Prices quoted by the Economic Operator in the Financial Proposals to the Tender Form shall conform to the requirements specified in the TDS. 2. The prices quoted by the Economic Operator in the Letter of Tender (Section III of the STD) shall be fixed and exclusive VAT and will not be subject to adjustment during the performance of the Contract. 3. The Economic Operator shall quote prices as required in the Financial Proposal included in Section III Tender Forms. The Economic Operator shall indicate in the Financial Proposal the unit price and total Tender price of the Goods it proposes to supply under the Contract. |
| 1. Currencies of Tenders | 1. The currency(ies) of the Tenders and the currency(ies) for payment shall be specified in Moldovan lei (MDL), if not otherwise mentioned in the TDS. |
| 1. Period of Validity of Tenders | 1. Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date; a Tender valid for a shorter period shall be rejected. 2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Contracting Authority may request the Tenderer to extend the period of validity of their Tenders. The request shall be published online on the MTender System and the responses with the electronic documents confirming the extensions shall be submitted electronically via the MTender System. If a Tender Guarantee is requested, the extension of the period of validity of Tenders will also involve the extension of Tender Guarantee for another period set in the request. The Tender Guarantee shall be returned if the Tenderer refuses to extend the period of validity of his Tender. |

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| 1. Tender Guarantee | 1. If so required in the TDS, the Economic Operator shall furnish as part of its Tender, the Tender guarantee in compliance with the form included in Section III: Tender Forms. The Tender Guarantee amount and currency shall be specified in the TDS. 2. The Tender guarantee shall be in any of the following forms at the Economic Operator’s option:    * 1. in the form of a bank guarantee from a licensed banking institution, valid for the period of validity of the tender;      2. wire transfer to the Contracting Authorities account; or      3. other forms as specified in the TDS. 3. The bank guarantee shall be submitted in a format specified in the TDS. 4. If a Tender Guarantee is required, any Tender not accompanied by a valid Tender Guarantee shall be rejected by the Contracting Authority as non-responsive. 5. If a Tender Guarantee is required, the Tender Guarantee shall be returned if any of the following events occurred:    1. expiration of the validity term of the Tender Guarantee;    2. conclusion of a procurement contract and submission of the Contract Performance Guarantee, should such guarantee be foreseen in the TDS;    3. suspension of the tender procedure without concluding a procurement contract;    4. withdrawal of the Tender before the Tender submission deadline. 6. The Tender Guarantee of the successful Economic Operator shall be returned as promptly as possible once the successful Economic Operator has furnished the required Contract Performance Guarantee and signed the Contract. 7. The Tender Guarantee may be forfeited: 8. if an Economic Operator withdraws or modifies its Tender during the period of Tender validity or 9. if the successful Economic Operator fails to: 10. sign the Public Procurement Contract when awarded the Contract; or 11. submit a Contract Performance Guarantee after the acceptance of the offer or does not execute any condition, specified in the Tender Documents, before signing the Public Procurement Contract; 12. The Tender Guarantee of a Consortium shall be in the name of all the Consortium members that submit the Tender or as otherwise stated in the TDS. |

## Technical Specifications

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| 1. **Technical Specifications** | 1. The exact Technical Specifications shall be defined by the Contracting Authority in the TDS part D. 2. The exact list of documents as means of proving conformity with the Technical Specifications shall be set in the TDS Part D. |

## Submission and opening of Tenders

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| 1. Tender Submission | * + - 1. To participate in the tendering procedure, the Economic Operator is requested to register online on one of the MTender’s networking electronic procurement platforms and accept the MTender terms of use (<https://mtender.gov.md/>). No supportive documentary evidence shall be required for registration on one of the MTender’s networking electronic procurement platforms.       2. Economic Operators submitting a Tender shall follow the online electronic submission procedures specified in the MTender terms of use (<https://mtender.gov.md/>). |
| 1. Tender Submission Deadline | 1. Tenders shall be submitted via the MTender System no later than the date and time, indicated in the MTender System Contract Notice and TDS Part E. 2. The Contracting Authority may, at its discretion, extend the deadline for the submission of Candidatures or the Tenders by amending the contract notice, in which case all rights and obligations of the Contracting Authority and Economic Operators previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 1. Late Tenders | 1. The MTender System shall not allow submission of late Tenders. The Contracting Authority shall not consider any Tender that arrives after the deadline for submission as specified in the MTender System Contract Notice. |
| 1. Withdrawal, Substitution, and Modifications of Tenders | 1. An Economic Operator may withdraw, substitute, or modify its Candidature or the Tender after it has been submitted, by submitting online before the submission deadline a new Tender in accordance with the electronic submission procedures specified in the MTender terms of use (<https://mtender.gov.md/>). |
|  | 1. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Economic Operator. |
| 1. Opening of Tenders | 1. Upon expiry of the submission deadline, the MTender System shall publish the submitted Tenders in accordance with the MTender terms of use. |

## Examination of Tenders

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| 1. Confidentiality | 1. In procedures involving an electronic auction, the content of the Tender and the identity of the Tenderer shall be kept confidential until the winner of the electronic auction is identified. |
| 1. Clarification of Tenders | 1. To assist in the examination, evaluation, and comparison of the Tenders, the Contracting Authority may, at its discretion, ask any selected or awarded Economic Operator for a clarification of its Tender in written or textual form via NEPPs, allowing a minimum period of up to 3 working days, as appropriate for response. 2. The invitation to clarify may not be made until after the Contracting Authority has examined all the documents of the Tender that has been provisionally selected or awarded the Public Procurement Contract. 3. Any unsolicited clarification submitted by an Economic Operator that is not in response to a request by the Contracting Authority shall not be considered. 4. The Contracting Authority’s request for clarification and the response shall be in writing or textual form and results of the enquiry recorded as a part of the evaluation report. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Contracting Authority in the evaluation of the Tenders. |
|  | 1. If an Economic Operator does not provide clarifications of its Tender by the date and time set in the Contracting Authority’s request for clarification, the Tender shall be rejected. |
| 1. Determination of Responsiveness | 1. The Contracting Authority’s determination of a Tender responsiveness is to be based on its contents only. |
|  | 1. The Contracting Authority has the right to consider the Tender responsive if it contains insignificant deviations from the provisions of the Tender Documents, errors or omissions that can be removed without affecting its essence. Any deviation of this kind is expressed to the extent possible quantitatively and is considered when evaluating and comparing offers. 2. A substantially responsive Tender is one that meets the requirements of the Tender Documents without significant deviation, reservation, or omission as defined below: |
|  | (a) **“Deviation”** is a departure from the technical requirements specified in the Tender Documents; |
|  | (b) “**Reservation”** is the setting of limiting conditions or withholding from complete acceptance of the technical requirements specified in the Tender Documents; and |
|  | (c) **“Omission”** is the failure to submit part or all of the information or documentation required in the Tender Documents. |
|  | 1. A material Deviation, Reservation, or Omission is one that, |
|  | (a) if accepted, would: |
|  | (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section II; or |
|  | (ii) limit in any substantial way, inconsistent with the Tender Document, the Contracting Authority’s rights or the Economic Operator’s obligations under the proposed Contract; |
|  | (b) if rectified, would either unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders or upset the principle of equal treatment. |
|  | 1. The Working Group, as defined in the Regulation on the activity of the working group no.667/2016, shall examine the Technical proposal to confirm that all requirements of Section II have been met without any material Deviation, Reservation, or Omission. |
|  | 1. If a Tender is not responsive to the requirements of the Tender Documents, it shall be rejected. |
|  | 1. Where information or documentation submitted by the Tenderer is incomplete or erroneous the Contracting Authority shall request the Tenderer concerned to supplement, clarify or complete the relevant information or documentation, in compliance with the principles of equal treatment and transparency. 2. The Tenderer shall be disqualified if fails to supplement, clarify or complete the information or documentation requested by the Contracting Authority within the terms set by the latter (within a minimum 3 working days). In any of these cases, the Contracting Authority shall be required to allow for a reasonable term, based on the complexity of the request for submission, supplementation, clarifications and/or completion. Requested information or documentation shall not be related to any aspect of the price of the Tender. |

## Contract Award

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| 1. Award Criteria | 1. The Contracting Authority shall determine the most economically advantageous tender on the basis of award criteria as prescribed in the MTender System Contract Notice and in the Tender Documents. Each lot may have separate award criteria. 2. The Contracting Authority shall determine the most economically advantageous Tender on the basis of one of the following criteria:    1. the lowest price;    2. the lowest cost;    3. best price-quality ratio;    4. best cost-quality ratio. 3. The Contracting Authority shall specify, in the MTender System Contract Notice, the relative weighting which it gives to each of the criteria chosen to determine the most economically advantageous Tender, except where this is identified on the basis of price alone. 4. The weightings may be expressed by providing for a range with an appropriate maximum spread and self-evaluation by Economic Operator shall be permitted when appropriate. 5. Where weighting of award criteria is not possible for objective reasons, the Contracting Authority shall indicate the criteria in decreasing order of importance. 6. In case of fixed budget, Economic Operators will compete only on the basis of qualitative and quantitative award criteria as specified in the TDS. 7. The Contracting Authority shall award the Contract to the Economic Operator whose Tender has been determined to be the most economically advantageous tender and is responsive to the Tender Documents, provided further that the Economic Operator has been determined to be qualified to perform the Contract satisfactorily. |
| 1. Electronic auction | 1. If applicable, the Contracting Authority shall invite Economic Operators in the MTender System Contract Notice to submit their Tender and register to participate in the electronic auction. 2. In electronic tendering procedures on the MTender System, the electronic auctions may be used with award criteria of lowest price, lowest cost or price and quality ratio as indicated in the TDS Part F. 3. The MTender System provides for the following types of the electronic reverse auction:    1. with rounds, where the Economic Operators compete based on a number of rounds where each Economic Operator registered for auction can provide a single bid for each round. In this case, the Contract Notice shall provide the following information:       1. number of rounds;       2. duration of each round;       3. duration of interval between rounds;       4. minimum bid difference where the award criterion is the lowest price or lowest cost;    2. time based, when Economic Operators compete during specified time periods, where each Economic Operator registered for an auction can provide any number of tenders within the specified time period. In this case the Contract Notice shall provide the following information:       1. time periods for bidding;       2. recourse to automated extensions, if applicable, providing for duration of the extensions, the time before the end of the bidding period during which, if a tender is received, an extension will be triggered; and the maximum number of extensions;       3. minimum bid difference only when the award criterion is the lowest price or lowest cost;    3. combination of time and rounds, when Economic Operators compete based on rounds with certain time periods for bidding, where each Economic Operator registered for an electronic auction can provide any number of Tenders within each round. In this case the MTender System Contract Notice and the TDS shall provide the following information:       1. number of rounds;       2. duration of each round;       3. interval between each round;       4. recourse to automated extensions, if applicable, providing for duration of the extensions, the time before the end of the bidding period during which, if a bid is received, an extension will be triggered; and the maximum number of extensions;       5. minimum tender difference only when the award criterion is the lowest price or lowest cost. 4. The MTender System shall launch the electronic auction at the scheduled date and time as specified in the Contract Notice, provided at least one Economic Operator submitted a Tender and registered for the auction. If the Contracting Authority decides to postpone the launch of the auction, the Contracting Authority shall amend the MTender System Contract Notice and stipulate new dates and time of opening of the auction. When launched, the auction cannot be suspended or prematurely terminated. 5. During the electronic auction, the Economic Operator shall be allowed to preview in real time the status of the electronic auction. The MTender System shall display the code of the electronic auction, the type of the electronic auction used, the currency of tenders, the instruction for participants, the current best Tender and the current ranking of the Economic Operators listed under codes obtained during registration for the electronic auction, and, if applicable, the time left to the end of the round, the possibility of automatic extension along with the number of possible extensions. 6. The electronic auction conducted on the MTender System shall be closed:    1. at the date and time indicated in the MTender System Contract Notice and in the Tender Documents;    2. when no more new prices or new values which meet the requirements concerning minimum differences are received within bidding periods stipulated in the Contract Notice and, in the TDS;    3. when the number of rounds in the auction stipulated in the MTender System Contract Notice and, in the TDS, have been completed. 7. When the electronic auction closes, the MTender System shall generate and publish on the MTender System the final ranking for the completed auction in order to notify the Economic Operators about the winner of the electronic auction, ranking and detailed information of the Economic Operators who participated in the electronic auction, best Tender of each Economic Operator, and if applicable, ranking information per round. 8. In an electronic auction with a fixed budget, only best price-quality or cost-quality ratio award criteria shall be used. The initial price for the electronic auction is set at the estimated value of procurement as published in the MTender System Contract Notice. In such cases the competition within the electronic auction is based on qualitative and quantitative criteria. 9. In the electronic auction with award criteria of cost or price and other criteria the award criteria shall have an associated evaluation formula to be automatically evaluated by the MTender System. 10. In the electronic auction organised in rounds where the Economic Operators compete based on a number of rounds, each Economic Operator registered for an auction can provide a single tender for each round. The initial price for the auction is set on the basis of the price of the tender as submitted by the Economic Operator in the Letter of Tender. In an auction conducted in rounds, the initial price for the next round is set at the price submitted by the Economic Operator in the previous round; in each round of the auction the Economic Operator who submitted the lowest price in the previous round is tendering last. |
| 1. Evaluation methodologies | 1. The Contracting Authority shall use the evaluation methodologies indicated in the present part of the ITT. No other evaluation methodologies shall be permitted. |
|  | 1. To facilitate automated evaluation supported by the MTender System, the evaluation process in the electronic tendering procedure is organised in accordance with MTender terms of use. All award criteria which have an associated evaluation formula shall be automatically evaluated by the MTender System. Award criteria which cannot be expressed in the evaluation formula shall be evaluated by the Working Group. The maximum score provided for the overall valuation of the Technical and Financial proposal shall be equal to 100 points in accordance with weights and award criteria provided in the MTender System Contract Notice and in the TDS. The Working Group may undertake each stage of the evaluation separately, as appropriate in accordance with the evaluation methodology set up by the Contracting Authority in the MTender System Contract Notice and in the TDS. If applicable, each stage of evaluation is recorded in real time and closing of the evaluation stage is communicated by a notification published online on the MTender System. 2. All Tenders submitted shall be subjected to an arithmetical check, supported by automated services of the MTender System whenever possible. In the event that any Tender is identified as containing an arithmetical error, the Tenderer shall be requested to accept the correction of the price in accordance with the procedure provided ITT 36. 3. The VAT (as stated in the Letter of Tender) shall be excluded from the Tender prices for evaluation and comparison purposes. |
|  | 1. The evaluation of Tenders shall be undertaken by the Working Group or Procurement Officer as duly appointed by the Contracting Authority in accordance with the following methodology: 2. In procedures with an electronic auction, the Working Group or Procurement Officer shall subject only the winner of the electronic auction Tender to a detailed evaluation to determine whether the Tender is responsive to the Tender Documents in accordance with the ITT provisions. In electronic tendering procedures with award criteria of lowest price, lowest cost or price and quality ratio where award of the contract has been made with an electronic auction, the electronic documents of the Tender shall be unlocked only for the winner of the electronic auction. Upon completion of the electronic auction, the MTender System shall unlock and publish online the electronic documents of the Tender of the Economic Operator who submitted the winning tender in the electronic auction. In the event that this Economic Operator is disqualified or the Tender has been rejected by the decision of the Working Group as being substantially non-responsive to the Tender Documents, the Procurement Officer shall unlock for evaluation the following ranked tender from the electronic auction and so forth. 3. In procedures without electronic auction, the Working Group or Procurement Officer shall subject only the Tender with lowest cost or price to a detailed evaluation to determine whether the Tender is responsive to the Tender Documents in accordance with the provisions of the present ITT. In such cases the MTender System shall initially unlock and publish online the electronic documents of the Tender with the lowest price or the lowest cost provided for in the Letter of Tender. In the event that the Economic Operator that has submitted the lowest price or the lowest cost is disqualified, or the Tender has been rejected by the decision of the Working Group as being substantially non-responsive to the Tender Documents, the Procurement Officer after registering this in the MTender System shall unlock for the evaluation the following ranked tender and so forth. 4. In electronic open tender procedures with award criteria of price or cost and quality ratio, and without the electronic auction to award the Contract, upon expiry of the submission deadlines the Working Group or Procurement Officer shall first unlock and publish online the ESPD Declaration for examination, whenever possible supported by automated services of the MTender System. In the event that any ESPD declaration is identified as containing grounds for the exclusion of the Economic Operator, the Economic Operator shall be disqualified, unless clarifications are furnished in due course in accordance with procedure provided in ITT 8. When a decision of the Contracting Authority on qualification and disqualification is recorded and notified on the MTender System, the Working Group or Procurement Officer shall simultaneously unlock the electronic documents of all tenders submitted by qualified Economic Operators for evaluation of the Technical and Financial Proposals. 5. In cases provided in ITT 34.5 (a) and (b) and in the event that the winning Tender is determined to be responsive, the Working Group or Procurement Officer shall establish whether the Economic Operator meets the qualification requirements in accordance with the provisions of ITT part C. In the event that the Economic Operator is determined to be qualified, the Economic Operator shall be selected by the Working Group or Procurement Officer for Contract award. 6. When in accordance with the evaluation method ranges of criteria other than price were reduced to predetermined values to be selected by the Economic Operators during the tendering procedure, the Working Group, shall verify final values submitted by the Economic Operator with its Technical Proposal and document their acceptance or rejection by recording their decision in the MTender System. 7. In cases when the MTender System does not provide for fully automated qualification or evaluation of the technical or financial proposal in the tendering procedure, the Working Group shall conduct evaluation of tenders offline. In such cases, the Working Group shall manually undertake scoring of the Technical Proposals and Financial Proposal in accordance with the award criteria and their weightings set up by the Contracting Authority in the MTender System Contract Notice and Procurement Officer shall record results of evaluation of the Technical Proposal and Financial Proposal in the MTender System. 8. Upon completion of the qualification and scoring by the Working Group or Procurement Officer, the MTender System will automatically rank the Economic Operators on the basis of the evaluation and publish the ranking on the MTender System. After publishing the ranking, the MTender System shall generate the evaluation report, containing all the details, minutes and information about the evaluation process. 9. In case of cancellation of the electronic procurement procedure, the Contracting Authority shall publish a notification on the MTender System about cancellation of the procedure and the termination of the obligations of the Economic Operators who submitted Tenders and provide reasons for cancellation in accordance with Article 71 of the LPP. In such cases the Tender Guarantee shall be returned to the Tenderer. 10. The Contracting Authority shall reject the tender in the following cases:     1. the Tenderer does not meet the qualification requirements;     2. the tender does not meet the requirements of the tender documents;     3. the financial proposal indicates no fixed price;     4. the tender is abnormally low, based on Article 70 of the LPP;     5. acts of corruption, acts related to corruption deeds or corruptible facts confirmed by a final decision of the court were identified. |
| 1. Qualification of Economic Operators | 1. In order to demonstrate compliance with the qualification requirements, the Economic Operator shall provide the ESPD Declaration and all the requested information in accordance with the forms provided in Section III: Tender Forms. |
|  | 1. Where the capacity of a subcontractor, members of a consortium or any other third party will be relied on to meet the qualification requirements a separate ESPD Declaration shall be submitted by each such party. In such cases, the third party on which the Economic Operator relies shall submit the ESPD with the second, third, fourth and, if applicable, the fifth parts of the ESPD filled in. |
|  | 1. Where the capacity of a subcontractor, members of a consortium or any other third party will be relied on to meet the qualification requirements, a declaration with firm commitment executed in authentic written form shall be submitted attesting the fact of putting at the disposal of the Economic Operator the financial and economic, technical and professional resources relied on (Third Party Reliance Declaration). |
|  | 1. Where subcontractors are to be used, but their capacity is not required to be relied on to meet the qualification requirements, the ESPD Declaration shall be submitted by each sub-contractor. In such cases sub-contractor shall submit the ESPD with the second and third part filled in. In case the Working Group or Procurement Officer shall identify grounds for the exclusion of the sub-contractor, the Economic Operator shall be requested to replace the sub-contractor. |
|  | 1. The qualification shall be undertaken by the Working Group or Procurement Officer duly appointed by the Contracting Authority and in accordance with the following methodology: 2. In procedures with electronic auction, the Working Group or Procurement Officer shall subject only the winner of the electronic auction to a detailed evaluation to determine whether the Economic Operator is qualified to perform the Contract in accordance with the provisions of TDS part B. In the event that the Economic Operator has been determined to be qualified to perform the Contract, the Economic Operator shall be selected by the Working Group or Procurement Officer for Contract award. 3. In procedures without electronic auction, the Working Group or Procurement Officer shall subject only the Economic Operator who submitted the lowest price or cost Tender or most economically advantageous Tender to a detailed evaluation to determine whether the Economic Operator is qualified to perform the Contract in accordance with the provisions of TDS part B. In the event that the Economic Operator is determined to be qualified to perform the Contract, the Economic Operator shall be selected by the Working Group or Procurement Officer for Contract award. 4. Qualification of the Economic Operator shall be conducted in a pass/fail manner, in accordance with the qualification requirements as prescribed by the Contracting Authority in the MTender System Contract Notice and in the TDS. 5. In the event that the Economic Operator that has submitted the winning Tender, is determined not to be qualified to perform the Contract, the Tender shall be rejected, and the Working Group or Procurement Officer shall make a similar determination with regard to the second ranked Economic Operator and so forth. |
|  | 1. The determination shall be based upon an examination of the ESPD Declaration and supportive documentary evidence and certificates as submitted by the requested Economic Operators. |
|  | 1. A negative determination shall result in the disqualification of the Economic Operator. |
|  | 1. In all cases, the qualification may be followed by verification of the Economic Operator qualification at the time of signing the Contract. Award of Contract will be annulled by the Contracting Authority, if the verification at the time of signing the Contract is unsatisfactory. |
|  | 1. After publication of the outcome of qualification, participating Economic Operators should be informed of the results within 3 days and the reason of being or not qualified. Economic Operators have the right to contest the results by submitting a contestation to the National Complaint Settlement Agency. |
|  | 1. The Contracting Authority reserves the right to require evidence of the legal and regulatory, financial and economic capacity of the Tenderer at any time during the contract performance. In such a case, the Tenderer must provide the requested evidence without delay. |
| 1. Correction of Arithmetical Errors | 1. Provided that the Tender is responsive, the Contracting Authority shall correct arithmetical errors on the following basis: 2. Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail, and the latter will be corrected accordingly; 3. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Contracting Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected accordingly; 4. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and 5. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 6. If an Economic Operator does not accept the correction of arithmetical errors, its Tender shall be declared non-responsive and rejected and its Tender guarantee may be forfeited. |
| 1. Conversion to Single Currency | 1. In cases where the prices in the Tender are indicated in other currency than MDL, and this is permitted by the TDS, for evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the TDS. |

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| 1. Notification of Award | 1. Within the period of the Tender validity, the Contracting Authority shall notify the successful Economic Operator that its’ Tender has been accepted by the means of publishing a notification on the MTender System together with the evaluation report, covering as a minimum the following information: 2. name of each Economic Operator who submitted a Tender; 3. prices of Tenders as recorded during opening of Tenders; 4. name and evaluated prices of each Tender that was evaluated; 5. name of Economic Operators whose Tenders were rejected and the reasons for their rejection; and 6. name of the winning Economic Operator, and the price it offered. 7. Within the communication referred to under ITT 38.1, the Contracting Authority shall be required to inform the Tenderer who were rejected or whose tender was not declared winner/accepted of the reasons supporting the respective decision, as follows: 8. for each rejected Tender, the actual reasons on which the rejection decision was based, with details of the reasons for which the tender was deemed unacceptable and/or non-responsive, in particular which items of the tender did not match the functional and performance requirements in the tender specifications; 9. to each Tenderer who submitted an acceptable and responsive tender, but which was not declared the winning tender, the features and relative advantages of the winning Tender(s) as compared to its own Tender. |
| 1. Contract Performance Guarantee | 1. If so required in the MTender Contract Notice and the TDS, within ten (10) calendar days from the notification of award, the successful Economic Operator shall furnish the Contract Performance Guarantee in accordance with the conditions of TDS, using for that purpose the Contract Performance Guarantee Form included in Section VI: Contract Performance Guarantee Form. 2. Failure of the successful Economic Operator to submit the Contract Performance Guarantee or to sign the contract shall constitute sufficient grounds for the revocation of the award of the contract and forfeiture of the Tender Guarantee. In that event the Contracting Authority shall award the contract to the next best ranked Economic Operator, if available, whose evaluated Tender is responsive and is determined to be qualified to perform the Contract satisfactorily. |
| 1. Contract Signing | 1. Upon expiry of the standstill period set in article 32 of the LPP, or after resolving submitted contestations if any, and if applicable, upon confirming availability of funds with the Treasury of the Republic of Moldova, the Contracting Authority shall generate, sign and send the successful Economic Operator the electronic document comprising the Contract in accordance to the terms and conditions of contract set up in Section IV and V. When the Contracting Authority sends the Contract, the MTender System informs the Economic Operator that a Contract is received and shall be accessed online using a unique secure link for signing the electronic Contract. 2. If applicable, before signing the Contract, the successful Economic Operator shall provide the Contracting Authority with a Contract Performance Guarantee. 3. Upon signing the Contract by the Economic Operator, registration of the Contract with the Treasury of the Republic of Moldova shall be completed, if applicable. The Treasury shall register online a Contract within 24 hours from its receipt, provided the Contracting Authority and Economic Operator furnished full and accurate Contract information in the Contract Registration Form provided in TDS Annex 2. If a Contract is not registered within 24 hours from the submission it shall be considered rejected by the Treasury. If inaccuracies or mistakes in the contract registration form can be corrected, the Contracting Authority shall rectify the form and resubmit the Contract for registration. 4. Upon signing of the Contract by the Economic Operator and registration of the Contract with the Treasury of the Republic of Moldova, if applicable, the Contracting Authority will discharge the Tender guarantee. 5. The Contract shall be prepared, signed and registered solely as an electronic document and published online in the contract register following the electronic procedures specified in the terms of use of the MTender System. No handwritten copies are required and shall not be requested. 6. Starting from the registration of the Contract, the Contract Register shall record management of the Contract, including publication of contract milestones and payment schedules, amendments and extensions of the Contract, if applicable, receivables, performance guarantee, termination or completion of the Contract and all payments processed under the Contract. |

## Contestations

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| 1. Complaints Procedure | 1. In the event that any Economic Operator wishes to submit a complaint with regard to tender documents, qualification or award of the Contract, the Economic Operator shall follow the procedures contained in art. 82-86 of the LPP and Parliament Decision no. 271 from 15.12.2016 on the establishment, organization and functioning of the National Complaint Settlement Agency. 2. The Economic Operator which has the right to complain under art. 82 of the LPP may submit a contestation to the National Complaint Settlement Agency in view of setting aside the act and/or recognizing the alleged right or legitimate interest within: 3. 10 calendar days, starting with the day following the acknowledgment of an act of the Contracting Authority deemed illegal, if the value of the Contract to be awarded is equal to or higher than the value thresholds set out under Art. 2 para. (3) of the LPP; 4. 5 calendar days, starting with the day following the acknowledgment of an act of the Contracting Authority deemed illegal, if the value of the contract to be awarded is smaller than the value thresholds set out under Art. 2 para. (3) of the LPP; 5. In any case, the contestation concerning the contract notice or tender documents shall be submitted before the deadline for submission of tenders. 6. In case that the contestation referred to in ITT 41.3 concerns documents published in electronic format on <https://mtender.gov.md/>, the acknowledgment date shall be the publication date of the contract notice and tender documents on the MTender System. 7. The contestation form can be found on the National Complaint Settlement Agency website <https://ansc.md/>. 8. When a contestation is submitted to the National Complaint Settlement Agency this is reflected on <https://mtender.gov.md/> in the procurement procedure profile. The Decision of the National Complaint Settlement Agency is also reflected on <https://mtender.gov.md/> in the procurement procedure profile. |

Section II: Tender Data Sheet

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| **This Section is to be completed by the Contracting Authority. This Section is intended to supplement Section I. In the event of a discrepancy with the provisions from Section I, this Section shall prevail.**  **Section II, Tender Data Sheet, provides the specific information in relation to corresponding paragraphs in Section I, Instructions to Tenderers, and must be prepared by the Contracting Authority for each specific tender.**  **The Contracting Authority should specify in the Tender Data Sheet information and requirements specific to the tender, the procurement process, the applicable rules regarding the evaluation of tenders and qualification of the Economic Operators that will apply to the tenders.**  **In preparing Section II, Tender Data Sheet, the following aspects should be verified:**   * + 1. **information that specifies and complements provisions of Section I, Instructions to Tenderers, must be incorporated;**     2. **amendments and/or supplements, if any, to provisions of Section I, Instructions to Tenderers, as necessitated by the circumstances of the specific procurement, must also be incorporated**   **Where Tenderers are being invited for a number of lots, suitable wording should be introduced, to allow Economic Operators to apply for each or all lots.**  **Provisions *in italics* font are illustrative provisions containing instructions and guidance which the drafter should follow. They are not part of the text and should not be included in the final Tender Document.**  **Provisions entitled “EXAMPLE” in this Section are optional and may be revised, supplemented and included in the final Tender Document at the Contracting Authority’s discretion.**  **The Contracting Authority is advised to not duplicate the data and information already provided via the MTender System Contract Notice.** |

## A. General

|  |  |
| --- | --- |
| **ITT**  **reference** | **Section** |

|  |  |  |
| --- | --- | --- |
| **1** | **Scope of Tender** | |
| **1.4** | The Contracting Authority: | ***[specify the name of the Contracting Authority]*** |
| **1.4** | The name of the tendering procedure is (subject-matter of the procurement): | ***[insert complete name]*** |
| **1.4** | The type of procedure: | **Open tender** |
| **1.4** | Common Procurement Vocabulary CPV Code/s: | ***[Select from the drop list the CPV code/s with a nine-digit structure which corresponds to the subject-matter of the procurement]*** |
| **1.4** | The identification numberof the tendering procedure is: | ***[Will be generated by MTender System upon publishing the Contract Notice]*** |
| **1.4** | The number and identification of lots comprising this tendering procedure are: | ***[Will be generated by MTender System upon publishing the Contract Notice]*** |



|  |  |
| --- | --- |
| **4** | **Amendment of Tender Documents** |
| **4.1** | Amendments to this Tender Documents shall be done in conformity with the ITT 4.  Version History of this Tender Documents:   |  |  |  | | --- | --- | --- | | Version | Subject | Date of publication | | 1.0 | ***[Original Tender Documents]*** |  | | 2.0 | ***[Addendum No. 1]*** |  | |  |  |  | |

## B. Qualification and Exclusion of an Economic Operator, ESPD and Subcontracting

|  |  |
| --- | --- |
| **6** | **Tenderers Participants - Economic Operators** |
| **6.2** | Special rules applicable to consortiums: ***[Please insert text or insert “not applicable”]*** |

|  |  |
| --- | --- |
| **7** | **Conflict of interest and unfair competition** |
| **7.4** | Insert the relevant information in accordance with ITT 7.4., if applicable, concerning the previous participation in the elaboration of the Tender Documents of other entities: ***[Please insert text or insert “not applicable”]*** |

|  |  |
| --- | --- |
| **8** | **Exclusion grounds** |
| **8.11** | Additional guidance for the application of the exclusion grounds and self-cleaning: ***[Please insert text or insert “not applicable”]*** |

|  |  |
| --- | --- |
| **10** | **Financial and economic capacity** |
| **10.1** | The turnover of the last financial year is equal or above [***insert currency, number in figures and letters***]; this selection criteria applies to the Tenderer as a whole, i.e. the combined capacity of all members of a group in case of a Consortium. |
| **10.1** | If applicable, other financial and economic capacity requirements: ***[Insert a certain minimum turnover in the area covered by the contract or insert “not applicable”]]*** |
| **10.2** | If applicable, the reasons for requesting minimum yearly turnover of the Economic Operator to be more than two times the estimated contract value or lot: [***insert the duly justified reasons such as those relating to the special risks attached to the nature of the supplies or insert “not applicable”]***] |
| **10.2** | ***[In case the tender is divided in lots the minimum turnover requirement should be inserted separately for each lot]***  For lot [***insert name and number of the lot or insert “not applicable”]***] the turnover of the last financial year should be equal or above [**insert currency, number in figures and letters or insert *“not applicable”]***] . |
| **10.10** | Documents to be submitted by the Economic Operator in accordance with Section I ITT Part B to demonstrate the financial and economic capacity:  ***[Insert the name of the document]***  ***[For example: 1. Financial statement for the (insert year)]***  ***[For example: 2. Excerpt from the bank account for period (insert period)]*** |

|  |  |
| --- | --- |
| **11** | **Technical and Professional Capacity** |
| **11.2 (a)** | Experience as Supplier, in at least ***[insert number]*** contracts within the last ***[insert number]*** years, each with a value of at least ***[insert value]***, that have been successfully and substantially completed and that are similar to the proposed Goods. The similarity shall be based on the total value of the contract/s and the CPV categories listed in TDS Part C . |
| **11.2 (b)** | If applicable, requirements concerning technical equipment and the measures applied to assure quality: ***[ Insert text e.g. national or international standards or insert “not applicable”] ]*** |
| **11.2 (c)** | If applicable, requirements concerning the technical personnel/specialised body: ***[Insert text or insert “not applicable”]*** |
| **11.2 (d)** | If applicable, relevant specifications or standards for attesting the conformity of goods: ***[Insert text or insert “not applicable”]]*** |
| **11.2 (e)** | If applicable, relevant requirements concerning the submission of samples, descriptions and photos: ***[Insert text or insert “not applicable”]]*** |
| **11.1** | Other Technical and Professional Capacity requirements:  ***[Insert text if applicable. For example:***   1. ***Contract-specific experience and expertise*** 2. ***Personnel profile, if applicable*** 3. ***Manufacturing capacity, if applicable]***   ***or insert “not applicable”]*** |
| **11.12** | Documents to be submitted by the Economic Operator in accordance with Section I ITT Part B to demonstrate the Technical and Professional Capacity:  ***[Insert the name of the document*** ***or “insert not applicable”]***  ***[1. For example: List of previous supply contracts with the copy of a non-confidential version of those contracts]***  ***[2. For example: List of key personnel involved in the performance of the contract]*** |

|  |  |
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| **12** | **Quality insurance standards and environmental protection standards** |
| **12.1** | If applicable, relevant requirements concerning quality assurance standards: ***[Insert text or insert “not applicable”]*** |
| **12.2** | If applicable, relevant requirements concerning environmental protection standards: ***[Insert text or “not applicable”]*** |
| **12.4** | Documents to be submitted by the Economic Operator in accordance with Section I ITT Part B to demonstrate the quality insurance standards and environmental protection standards:  ***[Insert the name of the document or “not applicable”]*** |



|  |  |
| --- | --- |
| **14** | **Subcontracting** |
| **14.1** | If applicable, relevant rules applicable to subcontracting: ***[Insert text or “not applicable”]*** |

## C. Preparation of Tenders

|  |  |
| --- | --- |
| **15** | **Documents Comprising the Tender** |
| **15.1** | The Tender shall comprise the following documents:   1. Letter of Tender 2. ESPD Declaration 3. Technical Proposal 4. Financial Proposal 5. Tender Guarantee, if applicable |

|  |  |
| --- | --- |
| **16** | **Cost of tendering and the submission fee** |
| **16.2** | For submission of a Tender the Tenderer shall pay in accordance with ITT 16 the following amount*:* ***[insert amount]*** |

|  |  |
| --- | --- |
| **17** | **Language of Tender** |
| **17.1** | The language of the Tender is*:* ***[insert language]*** |

|  |  |
| --- | --- |
| **18** | **Alternative Tenders** |
| **18.1**  **18.2** | Information on alternative tenders in case these are allowed according to the contract notice:  ***[Delete the below text if not applicable.***  ***in case the Contracting Authority has allowed the submission of alternative tenders here it should provide details on the minimum requirements the tender should meet and the part of the tender where alternatives are allowed.***  ***The Contracting Authority shall explain how the award criteria, their weightings, evaluation factors and methodology shall be employed.***  ***Alternative tenders in an open tender where lowest price or lowest cost are used as award criteria is allowed only where the technical solutions of the alternative tenders is different.]*** |

|  |  |
| --- | --- |
| **19** | **Prices** |
| **19.1** | The price of Goods shall be quoted exclusive of VAT Delivered at Place (DAP) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***insert the final destination for delivery***].  The delivery terms stated shall be governed by the rules prescribed in the Incoterms [**insert edition (for example the 2010 edition)**], published by the International Chamber of Commerce, Paris. |
| **19.1** | Delivery schedule after signing the public procurement contract: ***[insert the period(s) for supply]*** Delivered at Place (DAP) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **20** | **Currency of the Tenders** |
| **20.1** | The currency of the Tender and the currency for payment is: ***[insert the currency or currencies in which the Tenders must be quoted. For tenders covered by Article 2 (3) of the LPP, the Contracting Authority is advised to set the currency in Euro]*** |

|  |  |
| --- | --- |
| **21** | **Period of Validity of Tenders** |
| **21.1** | The Tender validity period shall be: ***[insert the number of days deemed appropriate]*** calendar days from the closing date for submission of Tenders.  ***[Insert the number of days deemed appropriate by the Contracting Authority. The period should be sufficient to permit completion of evaluation and comparison of Tenders, review of the evaluation report and obtaining of all necessary approvals and notification of the award. The minimum validity period should be 30 days. A realistic period between 30 and 90 calendar days should be specified, based on the estimated value and complexity of the tender, in order to avoid the need for extensions].*** |

|  |  |
| --- | --- |
| **22** | **Tender Guarantee (only applicable to a Tender)** |
| **22.1** | A Tender guarantee *is/is not* required.  ***[Delete as appropriate].*** |
| **22.1** | If a Tender guarantee is required, the amount and currency of the Tender guarantee shall be:  ***[Insert the amount of the Tender Guarantee in percentages from the Tender value. The amount shall not exceed 2% of the tender value, less VAT or insert “not applicable”].*** |
| **22.2** | The tender shall be accompanied by a Tender Guarantee in one of the following forms   1. issued by a commercial bank according to the form in Section III; 2. wire transfer to the Contracting Authority's account, according to the following banking data:   ***[insert details below]***  Beneficiary:  Name of Bank:  Tax code:  Settlement account:  Treasury account:  The bank account:  Regional Treasury:  with the following note “Tender guarantee for the tender no. \_\_\_\_ ”   1. Other forms of Tender guarantee accepted by the Contracting Authority: ***[insert other form of Tender guarantee or insert “not applicable”]***. |
| **22.8** | Special rules for the Tender Guarantee in case of Tenders submitted by consortiums: ***[If applicable, insert special rules for the Tender Guarantee in case of Tenders submitted by consortiums or insert “not applicable”]*** |

## D. Technical Specifications

|  |  |
| --- | --- |
| **23** | **Technical Specifications** |
| **23.1** | The exact technical specifications and reference standards are set in the below table:  ***[If the table below provided for the Technical Specifications or reference standards is insufficient, it is recommended that the Contracting Authority create a separate Annex as an integral part of Section II TDS]*** |

|  | | **Technical Specifications** | | | |
| --- | --- | --- | --- | --- | --- |
| **Nr.** | **CPV Code** | **Name of the Goods** | **Unit measure** | **Quantity** | **Full technical specification required, Reference standards** |
|  |  | *[Goods]* |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

|  |  |
| --- | --- |
| **23.2** | Documents to be submitted by the Economic Operator to demonstrate compliance with Technical specification required and/or Reference standards:  ***[Insert the name of the document]***  ***[For example, 1. The technical specifications of goods issued by the manufacturer]***  ***[For example, 2. The conformity certificate]***  ***[or insert “not applicable”]*** |

## E. Submission and opening of Tenders



|  |  |
| --- | --- |
| **25** | **Tender submission deadline** |
| **25.1** | **Deadline for submission of Tenders is:**  Date: **[insert date (as day, month, and year)]**  Time: **[ insert the time and time zone]** |

|  |  |
| --- | --- |
| **28** | **Opening of Tenders** |
| **28.1** | The date for Tender opening is:  Date: **[insert date (as day, month, and year)]**  Time: **[ insert the time and time zone]** |

## G. Contract Award

|  |  |
| --- | --- |
| **32** | **Award Criteria** |
| **32.1**  **32.2** | The Contracting Authority shall determine the most economically advantageous Tender on the basis of one of the following criteria:  [***insert the award criteria:***   * ***the lowest price;*** * ***the lowest cost;*** * ***best price-quality ratio;*** * ***best cost-quality ratio***]. |
| **32.3**  **32.4** | In case of award criteria best cost-quality ratio or best price-quality ratio the Contracting Authority will evaluate Tenders based on the following award criteria and weightings: ***[insert the award criteria and weightings, evaluation factors from the contract notice or insert “not applicable”]***  **Table of Evaluation Factors**   |  |  |  | | --- | --- | --- | | **Nr.** | **Evaluation Factor** | ***Weightings*** | | 1 | Price | 60% | | 2 | Other criteria | 40% | | … |  | |  | Total | 100% | |
| **32.1.** | In case the award criteria are different for each lot: [**insert award criteria per each lot *or insert “not applicable”***] |
| **32.6** | Award criteria best price-quality or cost-quality ratio with fixed budget  [***In the event the fixed budget under article 26 (5) LPP is to be applied, the Economic Operator is obliged to insert in the Financial Proposal and in the Letter of Tender the fixed budget advertised by the Contracting Authority in the MTender System Contract Notice. Failure to observe this rule may result in tender being declared as non-responsive.***  ***In case of award criteria best price-quality or cost-quality ratio with fixed budget as provided in article 26 (5) LPP, insert here qualitative and quantitative award criteria, their weightings and evaluation factors based on which the most economic advantageous tender should be determined]*** |
| **32.7** | Documents to be submitted by the Economic Operator to demonstrate compliance with award criteria:  ***[1. Insert the name of the document]***  ***[2. Insert the name of the document]***  **or insert *“not applicable”***] |

|  |  |
| --- | --- |
| **33** | **Electronic auction** |
| **33.1** | The award shall be made using an electronic auction:  Yes, with electronic auction;  No, without electronic auction;  ***[Tick the appropriate box]*** |
| **33.3** | The type of electronic auction will be:  [***Insert type of electronic auction or insert “not applicable”]***  ***a. with rounds, where the Economic Operators compete based on a number of rounds where each Economic Operator registered for auction can provide a single bid for each round***  ***b. time based, when Economic Operators compete during specified time periods, where each Economic Operator registered for an auction can provide any number of tenders within the specified time period.***  ***c. combination of time and rounds, when Economic Operators compete based on rounds with certain time periods for bidding, where each Economic Operator registered for an electronic auction can provide any number of Tenders within each round.*** |
| **33.3** | In the case of electronic reverse auction based on lowest price and cost and for the price and cost component in the best price-quality or cost-quality ratio award criteria the minimum downward difference is: ***[Insert the minimum downward difference or insert “not applicable]*** |
| **33.9** | ***In the case of electronic auction with award criteria of cost or price and other criteria the associated evaluation formula will be: [Insert an associated evaluation formula to be automatically evaluated by the MTender System insert “not applicable”]*** |



|  |  |
| --- | --- |
| **37** | **Conversion to Single Currency** |
| **37.1** | If appropriate, the single currency conversion is ***[insert the single currency conversion or insert “not applicable”***]. |

|  |  |
| --- | --- |
| **39** | **Contract Performance Guarantee** |
| **39.1** | A Contract Performance Guarantee  is required;  is not required;  ***[Tick the appropriate box]***  ***[Delete the text below if a Contract performance Guarantee is not required].***  The Economic Operator to whom the public contract was awarded shall submit a Contract Performance Guarantee in the amount of **[*Insert percentages. The amount of the contract performance guarantee shall not exceed 15% of the value of the public procurement contract*]** from the value of the public procurement contract. |
| **39.1** | The maximum number of days for signing by the Economic Operator and sending the contract to the Contracting Authority, from its receipt is: [***insert number of days (it is recommended not to exceed 10 business days)***] |
| **39.2** | ***[Delete the text below if a Contract performance Guarantee is not required].***  The tender shall be accompanied by the following Contract Performance Guarantee in one of the following forms:   1. issued by a commercial bank according to the form from Section VI; 2. wire transfer to the Contracting Authority's account, according to the following banking data:   Beneficiary:  Name of Bank:  Tax code:  Settlement account:  Treasury account:  The bank account:  Regional Treasury:  with the following note “Contract Performance Guarantee for the tender no. \_\_\_\_”   1. Other forms of Contract Performance Guarantee accepted by the Contracting Authority: ***[insert other form of Contract Performance Guarantee]***. |

|  |  |
| --- | --- |
|  | **Other information or requirements** |
|  | Other information or requirements:  [***insert here other information or requirements that should be part of the Tender Documents that are neither in the ITT nor the TDS or insert “none”***  ***For example:***   1. ***Special rules on consortium;*** 2. ***Source of funding;*** 3. ***Name of Beneficiary (Buyer), if different from the Contracting Authority conducting the procurement procedure;*** 4. ***Please specify the type of public procurement contract if it is not a sale-purchase contract (rent, leasing, purchase in instalments);*** 5. ***In case tenders in foreign currency is allowed, insert rules on the currency and date of the exchange rate to be used for evaluation purposes (for example: if the tender is submitted in other currency than MDL, for evaluation purposes the Contracting Authority shall take the exchange rate published by the National Bank of Moldova at the date of evaluation)]***   ***[Please note that the special conditions for the performance of the contract, if any, should be inserted by the Contracting Authority in Section V Special Conditions of Contract]*** |

## Annex 1. ESPD Declaration Form prepared by the Contracting Authority

|  |
| --- |
| The ESPD Declaration for the Electronic tendering procedure shall be prepared by the Contracting Authority as an electronic document as prescribed in the order of the Ministry of Finance no. 177 from 09.10.2018 and following a standard form as provided below. |
| The Contracting Authority shall publish the ESPD Declaration following the electronic submission procedures specified in the terms of use of the MTender System <https://mtender.gov.md/> and it shall constitute a part of the Tender Documents. |
| To establish its qualifications to perform the Contract, the Economic Operator shall provide in the ESPD Declaration the information requested by the Contracting Authority, following the standard form of the ESPD Declaration.  The Economic Operator shall provide the ESPD Declaration online, solely in the format of electronic document. No handwritten copies are required or shall not be requested. |

## Annex 2 Standard Contract Registration Form

**CONTRACT INFORMATION**

|  |  |  |
| --- | --- | --- |
| Contract section | Type of Data |  |
| A | Contract number |  |
| A | Date of agreement |  |
| A | Place of conclusion  (municipality, town, district etc.) |  |
| A | Public Procurement Procedure number |  |
| A | Date of the Public Procurement Procedure |  |
| A | Type of the Public Procurement Procedure |  |
| A | Date of the Procurement Work Group Decision |  |
| A | Legal form of organization |  | |
| A | Name of the Contracting Authority |  | |
| A | Country code |  | |
| A | Country |  | |
| A | City (locality) |  | |
| A | Street |  | |
| A | Postal code |  | |
| A | Phone |  | |
| A | E-mail |  | |
| A | Web-site |  | |
| Contract section | **State registration information** |
| A | Date of registration in State registry |  | |
| A | State registration number |  | |
| A | IDNO (Identification number of the organization) |  | |
| Contract section | **Authorized representative information** |
| A | Position |  | |
| A | First name |  | |
| A | Last name |  | |
| A | Proxy legal basis (statute, regulation, decision etc.) |  | |
| A | IDNP (identification number of person) |  | |
| Contract section | **Bank references** |
| A | Bank name |  | |
| A | Bank postal address |  | |
| A | Bank code |  | |
| A | Settlement account |  | |
| A | Fiscal code |  | |

**ECONOMIC OPERATOR INFORMATION**

|  |  |  |
| --- | --- | --- |
| Contract section | **General information/ Address** | |
| A | Legal form of organization |  |
| A | Name of organization |  |
| A | Country code |  |
| A | Country |  |
| A | City (locality) |  |
| A | Street |  |
| A | Postal code |  |
| A | Phone |  |
| A | E-mail |  |
| A | Web-site |  |
| Contract section | **State registration / authorization information** | |
| A | Date of registration in State registry |  |
| A | IDNO/IDNP |  |
| A | Authorization number |  |
| A | Type of allowed activities |  |
| A | Authorization issuing body |  |
| A | Date of issue |  |
| A | Duration of validity of authorization (years) |  |
| Contract section | **Authorized representative information** | |
| A | Position |  |
| A | First name |  |
| A | Last name |  |
| A | Proxy legal basis (statute, regulation, decision etc.) |  |
| A | IDNP  (identification number of person) |  |
| Contract section | Bank references | |
| A | Bank name |  |
| A | Bank postal address |  |
| A | Bank code |  |
| A | Settlement account |  |
| A | Fiscal code |  |
| A | IBAN |  |

**CONTRACT**

|  |  |  |
| --- | --- | --- |
| Contract section | **Subject-matter of the procurement description** | |
| B | Description of the subject of the contract |  |
| B | Brief description of the subject of the contract |  |
| B | Main CPV |  |
| B | Main CPV Description |  |
| Contract section | **Selling price and payment terms** | |
| B | Currency code (3 digits) |  |
| B | Currency |  |
| B | Amount in Lei with VAT numbers |  |
| B | Amount in Lei with VAT in words |  |
| B | Method and payment conditions |  |
| Contract  section | **Security interests** | |
| C | Form of contract performance guarantee for the contract |  |
| C | Amount of guarantee (%) |  |
| Contract  section | **Contract terms and conditions** | |
| C | Days to inform on signed (max. days from the signing of the contract to Buyer's announcement of the availability on delivery of the Goods) |  |
| C | Maximum days to inform on invoking force majeure |  |
| C | Maximum days to inform on termination intention |  |
| C | Maximum days to respond on termination intention |  |
| C | Maximum days to submit claims on quality of delivered goods |  |
| C | Maximum days to examine/ respond to claims on quality of delivered goods |  |
| C | Maximum days to additional delivery related to quality claims |  |
| C | The amount of the penalty calculated as a percentage (%) of the value of the non-delivered in time goods for each day of delay |  |
| C | The maximum amount of the penalty calculated in percent (%) of the value of the non-delivered in time goods that can be claimed |  |
| C | Maximum number of days of delay after which it is considered a refusal to deliver the goods |  |
| C | The amount of the penalty calculated as a percentage (%) of the amount of the payment due for each day of delay |  |
| C | The maximum amount of the penalty calculated in percent (%) of the value of the due payment that can be claimed |  |
| C | Contract Validity period |  |
| C | Date of signing the contract |  |
| C | Additional documents of the contract |  |
| C | Goods Accompanying Documentation |  |

**ANNEX INFORMATION**

|  |  |  |
| --- | --- | --- |
| Contract  section | **Scope of the procurement (item)** | |
| B | Lot number\*\* |  |
| B | Number of the subject-matter of the procurement (item)\*\* |  |
| B | Description of the subject-matter of the procurement (item)\*\* |  |
| B | CPV Code\*\* |  |
| B | CPV description\*\* |  |
| B | Model\*\* |  |
| B | Country of origin\*\* |  |
| B | Producer\*\* |  |
| B | Technical specification (prepared by Contracting Authority)\*\* |  |
| B | Technical specification (prepared by supplier)\*\* |  |
| B | Reference standards\*\* |  |
| A | IBAN (of the Contracting Authority for this item)\*\* |  |
| B | Budget year\*\* |  |
| B | Unit of measurement\*\* |  |
| B | Quantity\*\* |  |
| B | Unit price in Lei without VAT\*\* |  |
| B | Unit price in Lei with VAT\*\* |  |
| B | Amount in Lei without VAT\*\* |  |
| B | Amount in Lei with VAT\*\* |  |
| B | Delivery date\*\* |  |

\* - if applicable

\*\* - please repeat as many time as needed

## Annex 3. Addendums to the Tender Documents

|  |
| --- |
| The Contracting Authority shall insert here the Addendums to the initially published Tender Documents. |

# Section III: **Tender Forms**

This Section contains Tender Forms which must be completed and submitted by the Economic Operator.

|  |  |
| --- | --- |
| Form 1. | Letter of Tender |
|  |  |
| Form 2. | Technical Proposal |
|  |  |
| Form 3. | Financial Proposal |
|  |  |
| Form 4. | Tender Guarantee Form |
|  |  |
| Form 5. | European Single Procurement Document (ESPD) |

## Form 1 - Letter of Tender

|  |
| --- |
| Date: ***[insert date (as day, month, and year)]*** |
| Tender Number: ***[insert identification number]***  The title of the Tender process \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  To: ***[insert the name of the Contracting Authority]*** |
| ***Fixed budget amount if applicable: [delete if not fixed budget]***  ***This Form of Tender shall be submitted as an electronic document following the electronic submission procedures specified in the terms of use of the MTender System <https://mtender.gov.md/>.***  ***No handwritten copies are required or shall be submitted.*** |

We, the undersigned, declare that:

1. We have examined and have no reservations to the Tender Documents, including issued clarifications and addenda.

We hereby submit a Tender comprising our Technical and Financial Proposal and Tender Guarantee ***[if a Tender Guarantee is not required delete this provision]*** in accordance with the following Tender documents:

* + Contract Notice;
  + Instructions to Tenderers;
  + Tender Data Sheet;
  + Tender Forms;

General Conditions of Contract;

* + Special Conditions of Contract;

1. We offer to supply the Contracting Authority: **[enter Contracting Authority name]**, in conformity with the Tender Documents, the following Goods \_\_\_\_\_\_\_\_\_\_\_\_ in accordance with our Technical and Financial Proposal and in accordance with the Standard General Conditions of Contract for Goods and the Special Conditions of the Contract.
2. The total price of our Tender, Delivered at Place (DAP) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **exclusive of VAT**, is: \_\_**[enter figures and words];**
3. Our Tender shall be valid for a period\_\_\_\_\_\_**[insert validity period as specified in the TDS]** calendar days from the date fixed for the Tender submission deadline in accordance with the contract notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Tender is accepted, we commit to obtain a contract performance guarantee in accordance with the Tender Document **[if a performance guarantee is not required delete this provision];**
5. Our firm, including any subcontractors or suppliers for any part of the Contract, have no conflict of interest with the Contracting Authority, known at the moment of tender submission;
6. We are not participating as an Economic Operator or as an associate in a Consortium in more than one Tender in this Tendering procedure, other than alternative offers, if applicable;
7. We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding legal act between us, until a formal Contract is prepared, executed and registered in the contract register of the Treasury of the Republic of Moldova, if applicable.
8. If awarded the contract, the person named below shall act as our Representative:

|  |  |
| --- | --- |
| **Name:** |  |
| **In the capacity of:** |  |
| **Signed:** |  |
| **Duly authorised to sign the Tender for and on behalf of:** |  |
| **Date:** |  |

The Economic Operator declares that it:

[complete as necessary]

intends to participate in the electronic tendering procedure individually or has formed a consortium to participate;

rely on capacities of third parties to meet the criteria for the economic and financial standing or technical and professional capacity and shall subcontract those third parties to perform the contract;

intends to subcontract part/s of the contract but subcontractor’s capacity is not required to be relied on to meet the qualification requirements;

The Economic Operator accepts and agrees to abide by the following:

General Terms of Use of the MTender System;

Verification by the Contracting Authority of the declarations, including the ESPD Declaration as well as any submitted supporting documentary evidence or certificates directly through the automated services of the MTender System by accessing databases of the public authorities or third parties, in the Republic of Moldova and when possible in the European Union Member States;

That all personal information supplied will be processed only for legitimate purposes of the public procurement procedure and will be treated as confidential in compliance with applicable data protection regulations of the Republic of Moldova.

|  |  |
| --- | --- |
| **Signed electronically by** |  |
| **Name** |  |
| **Position** |  |
| **Tenderer** |  |
| **Date:** |  |

## Form 2 -Technical Proposal

|  |
| --- |
| Date: |
| Number of the procurement procedure.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The title of the Tender process: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Economic Operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  IDNO of the Economic Operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the Named Destination for delivery **DAP** (\_\_\_\_\_\_\_\_\_\_\_\_\_\_). |
| Delivery - All items to be delivered **DAP** (\_\_\_\_\_\_\_\_\_\_\_\_\_) within (\_\_) weeks from the Effectiveness Date of the Contract. |
| The Effectiveness Date of the Contract is the date of Contract signing except for cases where the LPP requires, in accordance with article 74 (8) LPP, the registration in the contract register of the Treasury of the Republic of Moldova. In the latter case the Effectiveness Date of the Contract is the day the registration in the contract register of the Treasury of the Republic of Moldova is complete. |
| Tables in the Tender Forms shall be expanded as necessary, following the electronic forms and electronic submission procedures specified in the terms of use of the MTender System <https://mtender.gov.md/>. |
| All Tender Forms shall be submitted as electronic documents following the electronic submission procedures specified in the terms of use of the MTender System <https://mtender.gov.md/>. No handwritten copies are required or shall be submitted. |

***The list of Goods to be inserted below by the Contracting Authority from TDS Section D.***

**EXAMPLE:**

| **Table 1 - Technical Specifications** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Nr.** | | **CPV Code** | **Name of the Goods** | **Unit measure** | | **Quantity** | |
|  | |  | *[Goods]* |  | |  | |
|  | |  |  |  | |  | |
|  | |  |  |  | |  | |
|  | |  |  |  | |  | |

**Technical Specifications and Statement of Compliance**

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Technical Specification Required** | **Statement of Compliance with Comments\*** |
|  | \*Economic Operators must provide the following details in the space provided: Manufacturer name, make, model, ‘comply’ or ‘not comply’ as appropriate, and if ‘not-comply’ all technical deviations must be clearly set out alongside the appropriate line in the specification.  Comments such as “blanket compliance” **are not acceptable**. Compliance statements shall be supported by manufacturers’ leaflets or readable photocopies. **A completed ‘Technical Specifications and Statement of Compliance’ must be submitted as a part of the Economic Operator’s Tender**. | |
| **1** | ***[Insert name of item and required technical specifications from Form 2 Table 1]*** | Manufacturer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Make:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Model:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (*these details must be provided for all items*)  Indicate comply or ‘not comply’ |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
|  |  |  |

|  |  |
| --- | --- |
| **Name:** |  |
| **In the capacity of:** |  |
| **Signed:** |  |
| **Dated on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.** |  |

## Form 3 - Financial Proposal

|  |
| --- |
| Date: |
| Number of the procurement procedure.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The title of the Tender process: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and Unique Identification Number of the Economic Operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Currency: \_\_\_\_\_\_\_\_\_\_\_\_ |
| This Tender Form shall be submitted as an electronic document as supported by the MTender System. No handwritten copies are required or shall be submitted. |
| Prices and currencies to be in accordance with the Instructions to Economic Operators. |
| All items in the Technical Proposal must be entered and priced in the appropriate Financial Proposal. Items not priced will be treated in accordance with the ITT. |
| If requested by the Contracting Authority, Financial Proposals shall be submitted in the format of electronic catalogues. |

**A. Goods**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***1*** | ***2*** | | ***3*** | ***4*** | ***5*** | ***6*** | ***7*** |
| **Item** | **Description** | | **CPV code** | **Quantity** | **Unit of measure** | **Unit price DAP [*insert named place*]** | **Total price**  **per item**  **DAP [*insert named place*]**  **(*4* x *5*)** |
| 1. |  | |  |  |  |  |  |
| 2. |  | |  |  |  |  |  |
| 3. |  | |  |  |  |  |  |
| 4 |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  | | **Total Price (Goods) DAP [*insert named place*]** | | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_ |

**[*Delete this line, if not applicable - In case of award criteria best price-quality or cost-quality ratio with fixed budget as provided in article 26 (5) LPP, the Total Price shall be equal with the Tender value set by the Contracting Authority in the MTender System Contract Notice]***

|  |  |
| --- | --- |
| **Name:** |  |
| **In the capacity of:** |  |
| **Signed:** |  |
| **Dated on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.** |  |

## Form 4 -Tender Guarantee Form

*[The issuing bank shall fill in this tender guarantee form]*

Name of the Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Tender Guarantee Nr.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The \_\_\_\_\_\_\_[insert name of the Bank]\_\_\_\_\_\_\_\_\_ has been informed that \_\_\_\_\_\_[insert name of the Tenderer ]\_\_\_\_\_ (hereinafter the Tenderer) is to submit a tender within the tender number \_\_\_\_\_\_\_\_\_\_ for the supply of \_\_\_\_[insert the subject-matter of the tender]\_\_\_ in accordance with the Contract Notice nr. \_\_\_\_ from \_\_\_\_\_\_\_.

Following Tenderer ’s request, the \_\_\_\_\_\_\_[insert name of the Bank]\_\_\_\_\_\_\_\_\_ irrevocably undertakes to pay you any amount or amounts that do not exceed in total the amount of: \_\_\_\_\_\_\_\_\_ ()

upon receipt by us of the first request from you in writing, accompanied by a statement specifying that the Tenderer is in breach of one or more of its obligations regarding the conditions of the tender, namely:

* 1. withdrew its tender during the period of validity of the tender or modified the tender after the deadline for submitting tenders; or
  2. being notified by the Contracting Authority, during the period of validity of the tender, about the award of the contract: (i) fails or refuses to sign the contract or (ii) fails or refuses to present the tender performance guarantee, if requested in accordance with the tender requirements, or has not fulfilled any condition specified in the award documents, prior to the signing of the procurement contract.
  3. The Economic Operator does not accept the correction of arithmetical errors.

This guarantee will expire if the Tenderer becomes a successful Tenderer, upon receipt by us of the copy of the contract award notice and following the issuance of the good performance guarantee issued to you at the Tenderer 's request.

This tender guarantee is valid until “\_\_\_” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## Form 5 - ESPD Declaration Form

[*filled in by the Economic Operator*]

**[full ESPD template as in the order of the Ministry of Finance and generated by the MTender System with Contracting Authorities Input]**

# Section IV: General Conditions of Contract (GCC)

|  |
| --- |
|  |

**[existing contract template for Goods]**

# Section V: Special Conditions of the Contract (SCC)

|  |
| --- |
| ***It is the responsibility of the Contracting Authority to fill in this part. The following Special Conditions of Contract (SCC) are contract-specific and shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.*** |

|  |  |
| --- | --- |
| **GCC**  **reference** | **Section** |
|  |  |
|  |  |
|  |  |
|  |  |

# Section VI: Contract Performance Guarantee Form

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

Data: “\_\_\_” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

Tender Nr.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bank**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Beneficiary**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract Performance Guarantee Nr.** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

The \_\_\_\_\_\_\_ [insert name of the Bank] \_\_\_\_\_\_\_\_\_ has been informed that \_\_\_\_\_\_[insert name of the supplier]\_\_\_\_\_ (hereinafter the Supplier) has been awarded the Public Procurement Contract for the supply of \_\_\_\_\_\_[ insert the subject-matter of the tender]\_\_\_\_\_\_\_\_\_ within the tender nr. \_\_\_\_\_\_\_ from \_\_\_\_\_.

Therefore, we understand that the Supplier must submit a Contract Performance Guarantee in accordance with the provisions of the Tender Documents.

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

This Guarantee shall expire no later than \_\_\_\_\_\_\_\_, and any payment request pertaining to it must be received by us at the office by this date inclusive.

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