

STANDARD DOCUMENTATION

for realization of public acquisition of works

Object of acquisition: _____

CPV code: _____

Contracting authority: _____

Acquisition procedure: _____

Auction no _____ of "___" _____ 201_ time __:__

BAP no _____ of "___" _____ 201_

Starting date: "___" _____ 201_ time __:__

TABLE OF CONTENTS

INVITATION TO AUCTION	5
SECTION 1.....	7
INSTRUCTIONS FOR BIDDERS.....	Error! Bookmark not defined.
A. GENERAL PROVISIONS.....	7
1. Scope of auction	7
2. Principles to assign the acquisition contract.....	Error! Bookmark not defined.
3. Financing source.....	Error! Bookmark not defined.
4. Applicable law	Error! Bookmark not defined.
5. Expenses of auction participation.....	7
6. Language of auction	8
7. Visiting the site.....	8
8. Sections of Auction documents	8
9. Clarification and modification of auction documents	Error! Bookmark not defined.
10. Corruption and other prohibited practices	Error! Bookmark not defined.
B. QUALIFICATION OF BIDDERS.....	9
11. General criteria	Error! Bookmark not defined.
12. Personal situation of the bidder and its eligibility	9
13. Capacity to exercise professional activity	10
14. Economic and financial situation	Error! Bookmark not defined.
15. Tehnical and/or professional capacity and experience criteria	11
16. Standards to assure environment quality and protection.....	12
17. Qualification of candidates in case of association.....	Error! Bookmark not defined.
C. ELABORATION OF BID	12
18. Documents of the bid.....	Error! Bookmark not defined.
19. Alternative bids.....	13
20. Validity term of bids.....	Error! Bookmark not defined.
21. Execution period.....	Error! Bookmark not defined.
22. Guarantee period	13
23. Technical bid	Error! Bookmark not defined.
24. Financial bid	Error! Bookmark not defined.
25. Guarantee for the bid	Error! Bookmark not defined.
26. Currency of the bid	Error! Bookmark not defined.
27. Format and signing the bid	15
D. SUBMISSION AND OPENING THE BID.....	Error! Bookmark not defined.
28. Deadline and modalities for bid submission.....	Error! Bookmark not defined.
29. Submission, sealing and marking of bids	Error! Bookmark not defined.
30. Modification and withdrawal of bid	16
31. Delayed bids	Error! Bookmark not defined.

32.	Joint bid	Error! Bookmark not defined.	
33.	Interdiction to submit more bids.....	Error! Bookmark not defined.	
34.	Opening the bids	Error! Bookmark not defined.	
E.	ASSESSMENT AND COMPARISON OF BIDS	Error! Bookmark not defined.	
35.	Confidentiality		17
36.	Examination of documents accompanying the bid.....	Error! Bookmark not defined.	
37.	Examination of bids.....	Error! Bookmark not defined.	
38.	Correcting the errors		17
39.	Assessment of bids		18
F.	ADJUDICATION OF PUBLIC ACQUISITION CONTRACT	Error! Bookmark not defined.	
40.	Criterion for works contract adjudication.....	Error! Bookmark not defined.	
41.	Notification on the results of procedure	Error! Bookmark not defined.	
42.	Cancellation of adjudication procedure for public acquisition contract ...	Error! Bookmark not defined.	
	not defined.		
43.	Conclusion of public acquisition contract of works	Error! Bookmark not defined.	
44.	Right to challenge	Error! Bookmark not defined.	
	SECTION 2.....		22
	ACQUISITION DATA SHEET (ADS).....		22
1.	General provisions	Error! Bookmark not defined.	
2.	List of works and technical specifications.....		23
3.	Criteria and qualification requirements		23
4.	Preparation of bids	Error! Bookmark not defined.	
5.	Submission and opening the bids	Error! Bookmark not defined.	
6.	Assessment and comparing the bids	Error! Bookmark not defined.	
7.	Adjudication of contract	Error! Bookmark not defined.	
	SECTION III.....		28
	FORM TEMPLATES	Error! Bookmark not defined.	
	FORM DO-1		29
	FORM DO-2		29
	FORM DO-3		31
	FORM DO-4		32
	FORM DO-5		33
	FORM DO-6		34
	FORM DO-7		35
	FORM DO-8		36
	FORM DO-9		37
	FORM DO – 10		38
	FORM DO-11		39

FORM DO-12	40
FORM DO-13	41
FORM DO-14	42
SECTION 4. SPECIFICATIONS (template)	43
SECTION 5. CONTRACT TEMPLATE	46

INVITATION TO AUCTION

1. **Name of contracting authority:** _____
2. **Type of acquisition procedure: public auction**
3. **Object of acquisition: installation of doors and windows**
4. **CPV code: 45421100-5**

This invitation to auction was launched under the advertisement for public participation published in the Bulletin of Public Acquisition no _____ of " ____ " _____ 20__.

For the acquisition of _____
 [object of acquisition]
 according to the needs of

_____ [name of contracting authority]
 (hereinafter called – Purchaser) for the business year 20__, the sum is allocated from:

_____ [source of public money]

The Purchaser invites the interested economic entities which can satisfy its needs, to participate at the auction for execution of the following works:

5. List of works:

No	CPV code	Name of requested works	Requested supply/provision term and final place of destination
		<i>[necessary works]</i>	<i>[Number of days, months or calendar date, plan for execution of works and other relevant information which shall allow economic agents to decide whether they want to participate or not.]</i>
1.	45421100-5 CA17-1	<i>Works of installation (replacement) of doors and windows</i>	

6. Qualification requirements for economic entities refer to:

Compulsory documents:

- a) **a) Certificate (decision) of company registration** – copy – issued by State Chamber of Registration (Ministry of Information Development) confirmed by signature and seal of the Participant;
- b) **Certificate of bank account assignment** – copy – issued by the bank holding the account;
- c) **Certificate of systematic payment of taxes, contributions** – copy – issued by Tax Inspectorate (validity of certificate – according to the requirements of the Tax Inspectorate of the Republic of Moldova);
- d) **The last financial report** – copy – confirmed by signature and seal of Participant;

- e) **Licence for activity** – copy – confirmed by signature and seal of the Participant;
- f) **Recommendations from other beneficiaries;**
- g) **Site supervisor, confirmed according to the law in force, confirmed by a professional certification act and similar experience in the field of the works that shall be executed.**
- h) **List of founders of bidder;**
- i) **Manual of quality.**

7. Economic operators that are interested in this respect can obtain additional information from the contracting authority and may become acquainted with the requirements of the auction documents at the address mentioned below:

Name of contracting authorities:

Address: detailed address, no of office or concrete location (floor, other details), street, city, country (including electronic address).

Name and position of the person in charge: [provide a detailed address in the footnote of the invitation].

- 8. The file of documents can be purchased at the same address, after the submission of the application for participation (by clear enclosure of name, address, phone number, contact number and name of the person empowered by the Participant) and confirmation of non-refundable sum payment in amount of MDL 200 for each file.
- 9. The payment shall be performed in cash or by transfer at the address [*name of organization*], with the notification “For auction documents file”, as follows:
 - (a) beneficiary of payments [*shall be provided*];
 - (b) banking data [*shall be provided*];
 - (c) tax code [*shall be provided*];
 - (d) settlement account [*shall be provided*];
 - (e) treasury account [*shall be provided*];
 - (f) bank account [*shall be provided*];
 - (g) territorial treasury [*shall be provided*].

Absence of application for participation and non-payment of the fee for the auction documents, deprive the economic operator of the right to submit the bid within the respective acquisition procedure.

- 10. The documents of the Participant shall be placed in an envelope, sealed and stamped, and submitted:
 - until [*exact time*]
 - on [*date*]
 - at [*name of contracting authority and concrete location for submission of bids*].
- 11. Delayed bids shall be rejected.
- 12. The bids shall be opened in the presence or by electronic means before the members of the working group [*name of contracting authority*] and the representatives of Participants at auction [*date and local exact time*], at [*concrete location for submission of bids*].

13. All the bids shall be accompanied by a guarantee for the bid in form of *[please specify: bank guarantee or other type]*, in amount of *[please specify: concrete sum or minimal percentage from the total price of the bid, in case of bank guarantee]*.

Reference address(es) from the above text:

[detailed address, including the name of the contracting authority, number of office and concrete location (floor, other details), name and position of the person in charge, street, city, town].

SECTION 1 INSTRUCTIONS FOR BIDDERS

A. General provisions

1. Scope of auction

- 1.1. The contracting authority provided in the **Acquisition data sheet (ADS 1.1)** shall invite interested legal persons to submit their bids for adjudication of contract of works described in **ADS 1.2** and the specifications.
- 1.2. The number and type of auction for works public acquisition contract are specified in **ADS 1.3**.
- 1.3. The object of contract of works and the CPV code are specified in **ADS 1.2 and 1.5**.
- 1.4. The object mentioned in **IFB 1.1** shall be considered invisible, and the contract concluded for a separate objective.
- 1.5. The details regarding the volume of works, technical characteristics and construction elements are provided in the specifications.

2. Principles to assign the acquisition contract

2.1. Principles to assign the public acquisition contract of works are:

- a. Free competition;
- b. Efficiency of public funds;
- c. Transparency;
- d. Equal treatment;
- e. Confidentiality.

3. Financing sources

- 3.1. The contracting authority has been awarded public money, as provided in **ADS 1.7**, for payments according to the contract for which this auction document has been issued.

4. Applicable law

- 4.1. The adjudication of public acquisition contract of works shall be carried out under the provisions of the following regulations in force in the Republic of Moldova:
 - a. Law no 131 of 03/07/2015 on public acquisitions;
 - b. Rule on public acquisition of works”.

5. Expenses of auction participation

- 5.1. The bidder shall cover all the costs related to the preparation and submission of the bid, and the contracting authority is not liable for these expenses, regardless of the development or result of auction procedure.

6. Language of the auction

- 6.1.** The bid, documents related to auction and all correspondence between the bidder and the contracting authority shall be drawn up in the state language. The supporting documents and printed specialized literature are part of the bid, can be drafted in other languages, provided they are accompanied by an accurate translation of the relevant paragraphs in the state language, unless it is allowed under **ADS 1.12**.

7. Visiting the site

- 7.1.** The contracting authority has the obligation to allow the staff or agents of the bidder to visit the site of the construction works.
- 7.2.** The bidder is recommended to visit and examine the site of works, including the surroundings, to obtain information which may be necessary for the elaboration of the bid. During the visit, the bidder undertakes the risks of any possible accident which might cause death or physical injury to persons and / or property loss or damage. The bidder shall cover any possible costs, losses or damages as a result of visiting the site of works.

8. Sections of auction documents

- 8.1.** The auction documents include all the sections provided below and shall be read in conjunction with any modification according to article IFB 18.

Section 1. Instructions for bidders (IFB).

Section 2. Acquisition data sheet (ADS).

Section 3. Forms for bid submission.

Section 4. Specifications

Section 5. Contract form.

9. Clarification and modification of auction documents

- 9.1.** Any executor who received a copy of auction documents has the right to request clarifications in written form regarding the elements comprised in the documents.
- 9.2.** The contracting authority has the obligation to provide answers to any request for clarifications, but only to those submitted on time.
- 9.3.** The contracting authority has the obligation to provide answers to any request for clarifications in at least 3 days term before the deadline for bids submission.
- 9.4.** The content of answer for clarification shall be sent to all executors who have received a copy of auction documents, without disclosing the identity of person who requested for the respective clarifications.
- 9.5.** At any time, before the deadline for bids submission, the contracting authority can modify the auction documents. Any modification performed in written form shall become an integral part of auction documents and must be immediately notified in written form. The notification shall be sent to all participants who received the auction documents directly from the contracting authority after the approval of Agency for Public Acquisitions.

10. Corruption practices and other prohibited practices

- 10.1.** The Government obliges the contracting authorities and the participants at the auction to observe the highest standards of ethics and conduit during the development and implementation of acquisition processes, as well as the execution of contracts financed from public money.
- 10.2.** According to **IFB 10.1**, if the Agency for Public Acquisitions or the contracting authority finds out that the bidder is involved in the activities described in **IFB 10.3** within the competition process for the public acquisition contract or during the execution of contract, it:

- a. Shall expell the bidder from the respective procedure of acquisition by including it in the List of interdiction; or
 - b. Shall take any other measures provided in Article 40 of the Law no 131 of 03/07/2015 on public acquisitions.
- 10.3.** For the implementation of provisions of this paragraph, the following actions are prohibited during the acquisition and execution of contract procedures:
- a. the promise, offering or giving to an officer in leading position - personally or through an intermediary – goods or services, or any other valuable item to influence the actions of another party;
 - b. any action or omission, including an erroneous interpretation which, knowingly or negligently, can mislead or tend to mislead a party to obtain a financial benefit or other type of benefit in order to avoid an obligation;
 - c. the agreement prohibited by law, between two or more parties, made with the scope to coordinate their behavior during the public acquisition procedures;
 - d. direct or indirect damage or harm against any party or property of this party, in order to influence improperly its actions;
 - e. deliberate distruction, forgery, counterfeiting or concealing evidence materials of investigation or provision of false data to the investigators in order to essentially prevent an inquiry conducted by the relevant authorities with the scope to identify the practices above mentioned; as well as threatening, harassing or intimidation of any party to disclose information regarding relevant matters for the inquiry or to perform the investigation.
- 10.4.** The staff of the contracting authority shall have equal obligations regarding the exclusion of coercion practices aimed to obtain personal benefits during the development of public acquisitions.

B. QUALIFICATION OF BIDDERS

11. General criteria

- 11.1.** To establish the qualification data for the public acquisition procedures, the economic operator shall submit the documents, issued by competent authorities established by the contracting authority during the public acquisition procedures. Depending on the specific features of the acquisition and chosen procedure, the contracting authority is obliged tot o establish for each procedure separately the qualification criteria, as well as the supporting documents which shall be submitted by economic operators.
- 11.2.** The contracting authority shall apply qualification criteria and requirements related only to:
- a) personal situation of the bidder;
 - b) capacity to exercise the professional activity;
 - c) economic and financial situation;
 - d) technical and/or professional capacity;
 - e) standards of quality assurance;
 - f) standards of environment protection.
- 11.3.** Each bidder has to prove the compliance with all qualification criteria. The bidders who fail to comply with the qualification criteria shall be disqualified.

12. Personal situation of the bidder and its eligibility

- 12.1.** Every economic operator, resident or non-resident, has the right to participate at the procedure of assigning the public acquisition contract of works.

- 12.2.** Any bidder can be excluded and declared not eligible for the procedure of assigning public acquisition contract of works, if:
- 12.2.1. is currently undergoing an insolvency process or its activities are suspended;
 - 12.2.2. is subject to legal procedures for the cases mentioned in **IFB 12.2.1**;
 - 12.2.3. did not fulfill its obligations to pay the taxes and charges which are compulsory in the country (has arrears towards the state budget, local and social insurance budgets);
 - 12.2.4. provided false information in the submitted documents;
 - 12.2.5. is included in the List of interdicted economic agents.
- 12.3.** The bidder has to submit documents which prove its eligibility:
- 12.3.1. Statutory declaration, which shall be filled in according to the **Form DO-5** from Section 3;
 - 12.3.2. Ascertaining certificate regarding the payment of taxes and charges towards the state budget (according to standard forms issued by the competent authorities of the Republic of Moldova or by the competent authorities from the bidder's country of residence), according to **ADS 3.10**.
- 12.4.** Legal or natural persons who participated in any way in the preparation of documentation for elaboration and submission of the bid or that are part of the working group created to assign the public acquisition contract of works, have the right to act as bidders, associate bidder or subcontractor (including their employee, working based on an employment record or part-time basis, under penalty of nullity of respective contract), provided that this fact does not limit competition.
- 12.5.** More legal persons have the right to associate for the purpose of submitting a joint bid. The association has to be provided in written form.
- 12.6.** The branches of economic agents, as legal entities and registered under provisions of **IFB 13**, have the right to participate with the adjudication of public acquisition contract of works in its own name, for which it has to submit documents confirming eligibility, registration, technical capacity, and economic and financial capacity of the branch.
- 12.7.** The branches which are not registered have the right to participate with the procedure of adjudication of public acquisition contract of works and to conclude the respective contract only in the name of parent company by proxy. In this case, the submitted documents which demonstrate the eligibility, registration, technical capacity, and economic and financial capacity shall refer to the parent company.
- 12.8.** Two or more branch offices/subsidiaries of the same parent company do not have the right to participate at the procedure of adjudication of public acquisition contract of works.
- 13. Capacity to exercise professional activity**
- 13.1.** The bidder shall submit the document which demonstrates the legal form of organization of the legal person, as well as the proof of holding a licences for the activity and membership in professional public organizations, under the legal provisions from the Republic of Moldova. (**ADS 3.9**)
- 14. Economic and financial situation**
- 14.1.** Pending contractual obligations: the contracting authority requires as minimal condition the submission of information on the contractual obligations towards other beneficiaries. (**Form DO-15**)
- 14.2.** Financial situation: the contracting authority requires as minimal condition, values for some financial indicators which exceed the minimal imposed value and establishes minimal requirements for the following indicators:

a) the average annual turnover over the last 5 years: the contracting authority requires as minimal condition the realization of the average annual turnover over the last 5 years, which shall be equal or greater than the sum provided in **ADS 3.5**, in Moldovan currency.

b) general liquidity (floating assets / current debts x 100): the contracting authority sets a minimum requirement that the value of the indicator shall be above 100 percent (**ADS 3.6**);

c) financial capacity of bidder to perform the works: the bidder must demonstrate the access to/or that it possess real available unencumbered by debt resources, credit lines confirmed by banks and other sufficient financial means to carry out the works in the first month, according to the schedule of works execution. (**ADS 3.4**)

d) financial report from the previous year (**ADS 3.12**), endorsed and registered by competent authorities and/or annual reports, letters of creditworthiness issued by banks, as well as other supporting legal documents which confirm that the bidder has economic and financial capacity.

15. Technical and/or professional capacity and experience criteria

15.1. General presentation: the contracting authority requests the submission of **DO-6** form from Section 3.

15.2. The bidder shall provide the list with subcontractors and subcontracting agreements (form **DO-8**). If the subcontractors have a share of more than 10% in the execution of contract, they shall submit the form **DO-6**, as well.

15.3. Similar experience: the bidder shall submit as minimal requirement for similar experience (form **DO-7**), the conclusion and execution in the last 5 years (**ADS 3.1**) of at least one contract which value is not less than 75% from the value of the future contract or the cumulative value of all contracts executed in the last year of activity shall be equal or greater than the value of the future contract, confirmed by submission of contractor agreement or subcontractor agreement, as well as the minutes of receipt. (**ADS 3.3**)

15.4. Recommendations from other beneficiaries: the contracting authority requires as minimal condition the obligation to submit at least one recommendation by a beneficiary. (**ADS 3.7**)

The recommendation must specify at least the following aspects:

- a. the manner of fulfilling the contractual obligations during the course of the contract;
- b. if during the execution of works, the following deficiencies have been registered:
 - nonconformities which led to partial or full reconstruction of works;
 - cases of technical accidents caused exclusively by the fault of the contractor;
 - postponed or rejected receipt of works caused by failure to observe the quality parameters.

15.5. The contracting authority shall require to fill in a notice form (form **DO-10** of Section 3, issued by the National Inspection of Constructions).

15.6. Human resources: the contracting authority requires as minimal requirement the insurance of the specialized staff which is considered absolutely necessary for the execution of contract of works (**Form DO-11**).

15.7. The bidder shall contract a site supervisor attested under the law in force (confirmed by a certificate of professional qualification) with similar experience in the field of works that have to be executed. (**ADS 3.8**)

15.8. The contracting authority requires as minimal condition the provision of personal or leased equipment, transportation means, other fixed assets and facilities which are considered strictly necessary for the execution of contract for works (Form **DO-12**). (**ADS 3.2**)

16. Standards to assure environment quality and protection

16.1. Assuring the quality of works: the contracting authority requires as minimal condition the obligation to submit the quality manual on its own management system and quality assurance, own accordingly authorized and accredited laboratories for testing the concrete and other materials and construction elements which need testing and are included in the bid.

16.2. Qualification of candidates in case of association

In case of association, the requirements for the qualification and selection criteria regarding the capacity to exercise the professional activity and those regarding the personal condition have to be fulfilled by each associate. The criteria regarding the economic and financial situation and those regarding the technical and professional capacity can be met by proportional cumulation of tasks assigned to each associate. With regard to turnover criteria, in case of association, the annual average turnover shall be considered the general value. It shall be estimated by adding the annual average turnover of each member of the association. In case of association, the requirements on standards of quality have to be fulfilled by each member of the association. At least one of the associates has to comply with the requirement of similar experience. The rest of associates shall comply with this condition in proportion to the volume of works that have to be executed.

16.3. The leader of association shall execute at least 40% from the volume of works.

C. ELABORATION OF THE BID

17. Documents of the bid

17.1. The bid shall consist of the following forms:

- a. DO-1, Letter of submission.
- b. DO-2, Bid.
- c. DO-3, Bank guarantee letter for the bid.
- d. DO-4, Bank performance guarantee letter
- e. DO-5, Declaration of eligibility.
- f. DO-6, General information.
- g. DO-7, Similar experience.
- h. DO-8, Information on association.
- i. DO-9, List of subcontractors who have agreed in written form to participate in the public auction for adjudication of the execution of investment objective.
- j. DO-10, Opinion of National Inspection of Constructions.
- k. DO-11, Declaration on the employed staff of the bidder at the moment of submission of bid which is necessary to execute the works.
- l. DO-12, Declaration on the specific facilities, machinery and technical equipment of the bidder at the moment of submission of the necessary bid for works execution.
- m. DO-13, Schedule for works execution.
- n. DO-15, Declaration on the contractual obligations towards other beneficiaries.
- o. List of founders of the bidder – the bidder has to provide the list of founders that shall comprise the names, surnames and their personal codes (**ADS 3.15**).

p. Any other document required by **ADS 3**.

17.2. All the documents mentioned in **IFB 18.1** shall be filled in without any modification or deviation from the original, the empty spaces shall be filled in with the requested information. Improper filling of forms may result in the rejection of the offer as inadequate.

17.3. The bid elaborated by the bidder consists of:

a) **Technical bid** – the bidder shall elaborate the technical bid in such a manner so it complies with all the qualification requirements, as well as the requirements of the specifications.

b) **Financial bid** – the bidder shall elaborate the financial bid, that will include all the requested information regarding the prices, tariffs, as well as other financial and commercial conditions related to the object of public acquisition contract of works. The financial bid shall be accompanied by the estimate-bid, elaborated under the standards in the field.

18. Alternative bids

18.1. The bidder has the right to submit other bids, in addition to the main bid, called alternative bids, if the **ADS 4.1** provides so. Alternative bids may deviate to some extent from the requirements stipulated in the specifications for the main bid.

18.2. The bidder that intends to submit an alternative bid has the obligation to submit the main bid too. The alternative bid has to observe, from the point of view of solutions and quality conditions, the minimal requirements stipulated in the specifications.

18.3. The working group shall decide whether to accept or not the alternative bids only after consulting the designer of the works, who shall submit in written form its point of view regarding each alternative bid. In case of acceptance of alternative bid, the task to adjust the project to the characteristics of the alternative bid falls on the initial designer.

18.4. The alternative bids that do not observe the provisions of **IFB 19.2** shall not be considered.

19. Validity term of bids

19.1. The bidder is obliged to keep the bid valid for the period mentioned in **ADS 4.7** from the date of auction opening.

19.2. Any bid which is valid for a period less than that stipulated in the present paragraph shall be rejected by the working group as unsuitable.

19.3. The contracting authority has the right to demand from bidders, in exceptional circumstances, before the expiry of validity term of the bid, the extension of this period with no more than 60 days.

19.4. In case of extension of validity period of the bid, the validity period of the guarantee for the bid shall be extended accordingly.

19.5. The bidder has the obligation to inform the contracting authority whether it agrees or not with the extension of the bid validity term.

19.6. The bidder that disagrees with the extension of the validity term of the bid will not lose the guarantee for bid.

20. Execution period

20.1. The contracting authority shall establish the maximum period for the execution of works for the object mentioned in **ADS 1.2**, based on the execution process under the construction standards.

20.2. The maximum period for execution of works is mentioned in **ADS 3.13**.

21. Guarantee period

21.1. The minimum period of guarantee of works mentioned in **ADS 1.2** is stipulated in **ADS 3.14**.

- 21.2.** The bids with a guarantee period of less than the minimum period of guarantee provided in **ADS 3.14** shall be rejected by the working group.
- 21.3.** If the bid has a longer guarantee period than the maximum period of guarantee provided in **ADS 3.14**, it shall accumulate the points offered for the maximum period of guarantee.

22. Technical bid

- 22.1.** The bidder is obliged to prove the conformity of proposal to execute the works with the requirements stipulated in the specifications (forms 3, 5, 7). Therefore, the technical bid shall contain:

a) the system of assuring the quality of works which constitute the object of the bid, shall include the following (**Quality manual ADS 3.16**):

- Description of the quality system applied for the works, including the lists of procedures relevant to the quality system;
- Lists of technical procedures of execution for the main categories of works regarding the realization of the objective and plan of quality control, verifications and testings;
- Own laboratories, or under contract, used, accredited and authorized, with a corresponding degree of works;

b) schedule of works execution, filled in under the form **DO-13** of Section 3;

c) estimation documents according to forms 3, 5, 7 from the Specifications.

23. Financial bid

- 23.1.** The bidder shall submit the form DO-2 of Section 3 which represents the main element of the financial bid. If discrepancies exist between the form DO-2 and forms 3, 5, 7, the bid shall be rejected as unsuitable.

24. Guarantee for the bid

- 24.1.** The bidder must constitute the guarantee for bid. The quantum of the guarantee for the bid is stipulated in **ADS 4.3**. The validity term of the guarantee for the bid has to be equal with the validity term of the bid (**ADS 4.7**), otherwise the bid shall be rejected.

- 24.2.** The guarantee for the bid is expressed in Moldovan currency and may be constituted in the forms stipulated in **ADS 4.2**.

- 24.3.** The bids that are not accompanied by the proof of guarantee for bid or the guarantee for bid is processed with deviations from the form **DO-3**, shall be rejected.

- 24.4.** The contracting authority has the right to transfer the guarantee for bid in its own budget. The bidder will lose the constituted amount in the following circumstances:

- a) The bidder withdraws the bid during its validity term;
- b) Even if the bid is won, it does not constitute a performance guarantee in the validity term of the bid when the contract shall be signed;
- c) Even if the bid is won, the bidder refuses to sign the public acquisition contract of works during the term of validity of the bid;
- d) The bidder does not accept the adjustments and corrections of arithmetic mistakes;
- e) A specific condition of the auction documents is not executed before the signing of public acquisition contract of works.

24.5. The guarantee for bid, constituted by the bidder whose bid was declared as the winning one, shall be returned by the contracting authority no later than 3 working days from the date of signing the public acquisition contract and constituting the performance guarantee.

24.6. The guarantee for bid which was constituted by bidders whose bids did not pass the auction shall be returned by the contracting authority immediately after signing the contract, but not later than 3 working days from the date of expiry of bid's validity term.

25. Currency of the bid

25.1. Prices of requested works shall be provided in Moldovan lei, unless the provisions of **ADS 4.8 stipulate otherwise.**

26. Format and signing the bid

26.1. The bidder shall prepare the original of documents comprising the bid, as described in paragraph **IFB 18.**

26.2. The bid shall be printed or written in ink which can not be erased and shall be signed by the person authorized to sign on behalf of the bidder. This authorization shall be drawn up as letter of delegation/power of attorney, and shall be attached to the **Form DO-6.** The name and position of each person that sign the letter of delegation/power of attorney shall be printed below the signatures. All the pages of the bid, except the general conditions which stay unchanged, shall be numbered in subsequent order and signed/noted with initials by the person signing the bid.

26.3. Any additional entries, erasures or overwriting shall be valid only if they are signed or initialed by the person authorized to sign the offer.

D. SUBMISSION AND OPENING THE BID

27. Deadline and modalities for bid submission

27.1. The bidder must take all the measures for the bid to be accepted and registered by the contracting authority before the deadline for bids submission.

27.2. The address and the deadline for bid submission are mentioned in **ADS 5.2.**

27.3. The bids can be sent by post or brought directly by the bidder at the address mentioned in the invitation for participation. Regardless of the method of submission / sending, the bidder undertakes the risk of sending the bid, including force majeure events.

27.4. The contracting authority has the right to extend the deadline for bid submission. In this case, it shall notify in written form the new deadline, with at least 3 day before the deadline set initially. The notification shall be sent to all executors that received a copy of standard documentation for the elaboration and submission of bid.

28. Submission, sealing and marking of bids

28.1. The bidders can submit the bids by post or personally. The bidders shall submit the bid separately, and if it is allowed under provisions of **ADS 4.1,** the alternative bids – in sealed envelopes, marking them properly.

28.2. The envelope shall contain:

- a) Name and address of the bidder;
- b) Address of the contracting authority, under paragraph **ADS 5.2.;**
- c) Number of auction, under paragraph **ADS 1.3,** and any additional signs of identification, if specified in paragraph **ADS 5.1;**
- d) A warning not to open the bids before the established time and date, under paragraph **ADS 5.3.**

28.3. If the envelopes are not sealed and marked under above mentioned conditions, the contracting authority shall not undertake the liability for their incorrect submission or opening before the term.

29. Modification and withdrawal of bid

29.1. Any bidder has the right to modify or withdraw the bid only before the deadline established for bid submission and only by a written request in this regard.

29.2. If the bidder wants to introduce some modifications in the bid that was already submitted, he has the obligation to assure the receipt and registration of the respective modifications by the contracting authority before the deadline for bids submission.

29.3. In order to make the modifications part of the bid, they have to be submitted according to the provisions of **IFB 28-29**, with the condition to indicate the compulsory mark „Modifications” on the external envelope.

29.4. The bidder does not have the right to withdraw or modify the bid after the expiry of the deadline for bids submission under **ADS 5.3**, under penalty of its exclusion from procedure to assign the public acquisition contract and losing the guarantee for the bid.

30. Delayed bids

30.1. The bid submitted / sent to another address than that established in the participation notice and the ADS 5.2 or which is received by the contracting authority after the expiry of deadline for bids submission shall be returned unopened.

31. Joint bid

31.1. More legal persons have the right to associate and submit a joint bid, being obliged to demonstrate the association in written form.

31.2. Each of them undertake the liability for the common bid and any consequences of the future public acquisition contract. The information on the association shall be submitted in the form **DO-8** of Section 3.

31.3. The contracting authority requires the confirmation of association to be drawn up in written form before the submission of the bid (ADS 3.17). The associated shall appoint a person among them who – in case of public acquisition contract adjudication – shall represent the association before the contracting authority as leader of association.

32. Interdiction to submit more bids

32.1. The bidder has the right to submit only one bid. The associate bidders do not have the right to submit other bids individually in addition to the joint bid.

32.2. The legal persons which were appointed as subcontractors within one or more bids are not entitled to submit a bid on their behalf or in association.

32.3. Any bid which does not comply with the provisions of **IFB 31.1** or **IFB 31.2** shall be rejected.

33. Opening the bids

33.1. The opening of bids shall be performed by the working group of the contracting authority on the date and place mentioned in the invitation for participation and ADS 5.3. Any bidder has the right to participate through his representatives at the opening of bids procedure.

33.2. No bid may be rejected at opening, except the bids which are returned unopened, under provisions of **IFB 31**.

33.3. The working group shall draw up a minute of opening the bids, which must be signed both by the members of the group and the representatives of bidders present at the opening of bids procedure, upon request.

33.4. Each member of the working group and each bidder who signed the minutes of opening the bids have the right to receive a copy of the minutes.

E. ASSESSMENT AND COMPARISON**OF BIDS****34. Confidentiality**

- 34.1.** The contracting authority is obliged to keep confidentiality on the content of bid, as well as on any other information regarding the bidder which disclosure can affect its right to protect its intellectual property or trade secrets.
- 34.2.** The members of the working group do not have the right to disclose – to bidders or any other persons that are not officially involved in the adjudication of public acquisition contract – information regarding the activity until the results of the respective procedure were not made public.

35. Examination of documents accompanying the bid

- 35.1.** Each bidder must satisfy the conditions of eligibility and registration, as well as the minimum qualification requirements regarding the technical and economic and financial capacity mentioned in **ADS 3**.
- 35.2.** Each bidder that fully meets the appropriate minimum requirements of qualification criteria is considered a qualified bidder and is admitted for assessment of bids according to the assessment criteria of bids applied for adjudication of contract under **ADS 7.1**.

36. Examination of bids

- 36.1.** Bids shall be considered by the working group which is created by the contracting authority.
- 36.2.** The working group has the duty to establish which are the necessary clarifications for assessing each bid, as well as the period allowed for submitting clarifications.
- 36.3.** If a bid has an abnormally low price compared to the work that shall be executed, the working group is required to request in written form, before taking the decision to reject this bid, details and specifications that are relevant to the bid and to check the answers that justify the respective price.
- 36.4.** The working group shall reject a bid, if:
- a) the bid does not comply with the provisions of the present standard documentation for the elaboration and submission of bids;
 - b) the bidder does not send the clarifications requested by the working group in the specified period;
 - c) the bidder modifies - through the submitted clarifications - the content of the technical and/or financial bids, except the case when the modification is determined by corrections of arithmetic errors;
 - d) the demanded explanations under **IFB 37.3** are not conclusive and/or supported by justificative documents requested by the working group.
- 36.5.** If the bid, including the accompanying forms, fails to comply with the requirements predetermined in the invitation for participation or it was not filled in, signed or sealed accordingly, it shall be rejected by the contracting authority and can not be corrected with the scope to comply with the requirements by correcting or removal of deviations or inadequate provisions, except the correction of arithmetic mistakes.
- 36.6.** In case of a bid which apparently has an unusually low price compared to the estimated price of acquisition, the contracting authority is obliged to perform the control of estimations of price elements and the observance by bidder of technical requirements specified in the specifications and to request - in writing, and before taking the decision to reject that bid - details and specifications which it deems relevant for the bid, as well as to check the answers that justify the respective price.

37. Correcting the errors

37.1. The only modification of the content of financial bid that is allowed - by way of derogation from subparagraph c) of IFB 37.4 – is correcting any arithmetical errors.

37.2. Arithmetical errors shall be corrected as follows:

a) if there is a discrepancy between the price per unit and total price (which is obtained by multiplying the price with the total quantity), the price per unit shall be considered, while the total price - shall be adjusted accordingly;

b) if there is a discrepancy between letters and figures, the amount provided with letters shall be considered, while the amount provided with figures – shall be corrected accordingly.

37.3. The working group has the right to correct arithmetic errors only with the consent of the bidder. If the bidder does not accept the correction of these errors, the bid shall be deemed improper and therefore rejected by the working group.

38. Assessment of bids

38.1. Assessment of bids and - after the assessment – determining the winning bid are performed by the working group taking into account the compliance with the validity term of bids as well as the criterion applied in adjudication of public acquisition contract.

38.2. If the adjudication of public acquisition contract is performed based in the criterion „the lowest price”, the assessment of bids shall be made by comparison of prices of all bids and by establishing – in decreasing order of respective prices – a ranking according to which the winning bid shall be established.

38.3. If the adjudication of public acquisition contract is performed based in the criterion of „most advantageous bid”, the assessment of bids shall be realized by giving a score for each bid, while the contracting authority shall – under ADS 6.3 and without limitation – identify the following assessment factors:

No	Assessment factors	Points
1.	Price of bid	80
2.	Period of works execution	5
3.	Similar experience in years	5
4.	Guarantee period of works	5
5.	Superior performances compared to the minimum requirements of technical specifications (heat transfer coefficient)	5
	Total:	100

In case of applying the assessment criterion of „most advantageous bid”, the following provisions are compulsory:

1. Points for the assessment factor „**price of bid**” shall be given as follows:

a) for the lowest price of bids, the maximum number of points shall be given;

b) for other price than that provided at subparagraph a), the points are given as follows:

$P(n) = (\text{minimum price/price } (n) \times \text{maximum allotted points}).$

Prices which are compared for points are the total prices which are offered for the execution of works without VAT.

2. Points for the assessment factor „**period of works execution**” shall be given as follows:

a) for a duration up to the minimum indicated in ADS 4.5, the maximum number of points shall be given;

b) for a duration bigger than that mentioned at subparagraph a), the points are given as follows:

$P(n) = (\text{minimum duration/duration mentioned } (n) \times \text{maximum allotted points}).$

3. The points for the assessment factor „**similar experience in years**” shall be given as follows:

- a) for maximum similar experience, the maximum allotted points shall be given;
 c) for similar experience, less than that mentioned at subparagraph a), the points are given as follows:

$P(n) = (\text{similar experience } (n) / \text{maximum similar experience} \times \text{maximum allotted points})$.

4. The points for the assessment factor „**guarantee period of works**” shall be given according to the following formulae:

$Pct. = (P \text{ gar} / P \text{ max}(n) \times \text{maximum allotted points})$.

Where:

Pct. = points allotted for the guarantee period

P gar = guarantee period of the bid

P max = maximum guarantee period.

5. The points for the assessment factor „**Superior performances compared to the minimum requirements of technical specifications (heat transfer coefficient)**” shall be given as follows:

For the heat transfer coefficient 1,5 W/mpK – 0 points are allotted;

For the heat transfer coefficient 1,4W/mpK - 1 point is allotted;

For the heat transfer coefficient 1,3 W/mpK - 2 points are allotted;

For the heat transfer coefficient 1,2 W/mpK - 3 points are allotted;

For the heat transfer coefficient 1,1 W/mpK - 4 points are allotted;

For the heat transfer coefficient 1,0 W/mpK - 5 points are allotted;

All the bids with a heat transfer coefficient equal or less than 1,0 shall receive 5 points.

- 38.4.** The contracting authority shall draft – in decreasing order – the scores allotted and a ranking for establishing the winning bid. The points shall be introduced in a table of points for quality.
- 38.5.** The prices that are compared – for the purpose of ranking – are the total prices of the bids for execution of works, excluding VAT.
- 38.6.** If the prices of bids are equal, the contracting authority shall adjudicate the public acquisition contract of works to the bidder who has the lowest price and more superior minimum qualification criteria.

F. ADJUDICATION OF PUBLIC ACQUISITION CONTRACT

39. Criterion for works contract adjudication

- 39.1.** The criterion for adjudication of public acquisition contract of works can not be changed during the period of respective contract adjudication procedure.
- 39.2.** The criterion mentioned in **IFB 40.1** is specified in **ADS 7.1**.

40. Notification on the results of procedure

- 40.1.** The contracting authority shall notify all the bidders about the result of procedure within 3 days from the date when the working group has identified the winning bid.
- 40.2.** In case of bidders whose did not win the auction, the notification shall specify that the bid was rejected and the reasons of rejection. In case it was admitted, the notification shall include the name of the winning bidder as well as the respective characteristics and advantages of the winning bid compared with the bid which lost the auction.
- 40.3.** The contracting authority has the right to provide certain information regarding the adjudication of public acquisition contract which may be included in the notification which the contracting authority has to issue under the provisions of **IFB 41.2**, and namely, when this notification:

- a) would lead to the failure to apply legal provisions, and implicitly, would be contrary to the public interest; or

- b) would prejudice the commercial interests of bidders, including the interests of the bidder whose bid won the auction; or
- c) would prejudice the fair competition between bidders.

40.4. In the case of winning bidder, the notification shall specify the fact that his bid won the auction and he is invited to conclude the contract.

41. Cancellation of adjudication procedure for public acquisition contract

41.1. The contracting authority shall cancel the procedure of public acquisition contract adjudication, if it takes this decision before the date of sending the notification on the results of the respective procedure, and only in the following circumstances:

- a) none of the bidders is eligible or does not meet the qualification conditions provided in IFB 12-15;
- b) the number of qualified bidders that submitted bids is less than three;
- c) unsuitable bids were submitted, and namely:
 - bids that were submitted after the deadline for submission of bids;
 - bids were elaborated and submitted against the requirements provided in the standard documentation for elaboration and submission of bid;
 - the financial bid contains prices which the working group considers not the result of free competition;
 - contain proposals on contractual clauses that are clearly unfavorable for the contracting authority;
 - the amount included in the financial bid exceeds the funds allocated for financial resources in order to meet the respective public acquisition contract;
- d) exceptional circumstances affect the procedure for public acquisition contract adjudication or the conclusion of the contract is impossible.

41.2. The decision to cancel does not create any obligation for the contracting authority towards the bidders, except the case of returning the guarantee for bid.

41.3. If the contracting authority cancels the procedure for public acquisition contract adjudication it shall have the obligation to inform in written form all the bidders regarding the cessation of obligations undertaken by submitting the bid and the reason for cancelling.

42. Conclusion of public acquisition contract of works

42.1. The contracting authority has the obligation to conclude the public acquisition contract with the bidder whose bid was declared accepted by the working group. The overall price stipulated in the winning bid shall be firm, and the bidder can not modify the bid which becomes an integral part of the public acquisition contract.

42.2. The price of the bid is the contractual price which shall be paid in full to the economic operator in case of full compliance with the conditions of contract.

42.3. The contracting authority shall accept to update the price of contract according to the Rule on periodic value adjustment of public acquisition contracts with continuous execution which are concluded for a term exceeding one year.

42.4. The contracting authority is obliged to conclude a public acquisition contract in the validity term of bids.

- 42.5.** If the contracting authority does not conclude the contract with the winning bidder, it has the following rights:
- a) to invite the bidder ranked second in the standings, to conclude the contract; or
 - b) to annul the procedure for adjudication of public acquisition contract of works.
- 42.6.** The bidder that is invited by the contracting authority to conclude the public acquisition contract is obliged to constitute a performance guarantee. The amount of the performance guarantee is provided in **ADS 7.2** and shall be established as percentage from the value of adjudicated contract of works.
- 42.7.** The form establishing the performance guarantee is provided in **ADS 7.3**.
- 42.8.** The refusal of the winning bidder to submit the Performance guarantee or to sign the contract shall constitute sufficient ground for cancellation of adjudication and retention of the Performance guarantee. In this case, the contracting authority may adjudicate the contract to the next highest ranked bidder whose bid complies with the requirements and is appreciated by the contracting authority to be qualified in performing the contract. In this case, the contracting authority will require from all remaining bidders to extend the validity term of Performance guarantee. Furthermore, the contracting authority is entitled to reject all other bids.
- 42.9.** The winning bidder shall sign the contract accordingly and return it to the contracting authority in the term **specified in ADS 7.4**.
- 42.10.** The conclusion of contract may be suspended in the cases mentioned in paragraph **IFB 44**.
- 42.11.** In a 5 days term after the receipt of the signed contract and performance guarantee (**form DO-4**), the contracting authority shall issue and send the guarantee for bid to the winning bidder.
- 42.12.** Along with the submission by the winning bidder of the signed **Contract template (F 5.1)** and the **Performance guarantee (Form DO-4)**, the contracting authority shall notify in three days, each bidder who failed the auction, on the reasons of not accepting their bids and issue their Guarantees for bid under paragraph **IFB 25.6**.
- 43. Right to challenge**
- 43.1.** Any economic operator that considers, that during the acquisition procedure, the contracting authority – by its decision or violating the law on acquisition procedure – breached its right recognised by law, and as a result it was damaged or may incur damages, has the right to challenge the decision or procedure applied by the contracting authority as established by Law no 131 of 03/07/2015 on public acquisition.
- 43.2.** The complaints shall be submitted directly at the Agency for Public Acquisitions. All the complaints shall be submitted, examined and solved as set forth in Articles 75-82 of the Law no 131 of 03/07/2015 on public acquisitions.
- 43.3.** The economic operator - within 10 calendar days from the date it found out about the circumstances that served as grounds for complaint – has the right to submit before the Agency for Public Acquisitions a grounded complaint on the actions, decision or procedure applied by the contracting authority.
- 43.4.** The complaints on the invitations to participate at the auction and the auction documentation shall be submitted before the opening of bids by the contracting authority.

SECTION 2 ACQUISITION DATA SHEET (ADS)

The following specific data regarding the goods and services shall be provided, added or adjust the provisions of instructions for bidders (IFB). In case of discrepancy or conflict, the provisions below shall prevail over the provisions of IFB.

Instruction to fill in the Acquisition Data Sheet are explained in italic.

1. General provisions

No	Rubric	Data of Contracting Authority /Organizer of procedure
1.1.	Contracting authority/Organizer of procedure, IDNO (tax code):	<i>[full name of the contracting authority and the IDNO (tax code)]</i>
1.2.	Object of acquisition:	<p><i>For the acquisition of works of changing carpentry, and namely sustainable construction materials - doors and windows, the issues regarding to environmental protection, energy efficiency, mechanical strength and durability, fire safety, protection against noise, manufacturing process and other shall be addressed. Expected results:</i></p> <ul style="list-style-type: none"> • <i>Maximizing energy efficiency;</i> • <i>Ensuring high standards of energy efficiency;</i> • <i>Including a systematic approach upon the life cycle of construction materials;</i> • <i>Encouraging the use of non-toxic building materials, relying also on the availability of construction materials based on renewable raw materials;</i> • <i>Use of low-emission vehicles for transport and construction site;</i> • <i>Implementation of effective systems of supply chain management.</i>
1.3.	Number and type of acquisition procedure:	<i>No: Type of acquisition procedure:</i>
1.4.	Type of acquisition object:	<i>Works</i>
1.5.	CPV code:	<i>[provide the CPV code as detailed as possible, according to the acquisition object]</i>
1.6.	Number and Date of Public Acquisition Bulletin:	<i>No of (date)</i>
1.7.	Source of budgetary/public money allocations:	<i>[exact source of financial sources]</i>
1.8.	Administrator of budgetary allocations:	<i>[full name of institution]</i>
1.9.	Payments/financial means of the development partner:	<i>[applies or not]</i>
1.10.	Name of purchaser:	<i>[full name of institution]</i>
1.11.	Beneficiary of goods/services:	<i>[full name of institution]</i>

1.12.	Language:	<i>[state language]</i>
1.13.	For clarification of assignment documents , the address of the contracting authority is:	<i>Address:</i> <i>Phone:</i> <i>Fax:</i> <i>E-mail:</i> <i>Contact person:</i>

2. List of works and technical specifications:

No	CPV Code	Name of requested works	Measuring unit	Quantity	Requested full technical specification. Reference standards.
1.	45421 100-5 CA17- 1	<i>Installation works (replacement) of doors and windows</i>			<i>(according to the specifications)</i>

3. Qualification criteria and requirements

The bidder shall include the following documents/requirements in the bid:

No	Name of document/requirements	Additional requirements	yes/ no
3.1.	Minimum years of experience in the field of works execution	<i>5 years</i>	
3.2.	Minimum production capacity or necessary equipments and/or minimum professional capacity:	<i>Enter the requirements or list of equipment, or „not required”, if necessary</i>	
3.3.	Minimum value (sum) of an individual contract executed during the indicated period (ADS 3.1):	<i>A value which is equal or exceeds 75% of the value of future contract or cumulated value all contracts executed in the last year of activity which must be equal to or greater than the value of the future contract</i>	
3.4.	Availability of cash or floating capital, or credit sources in minimum sum (the sum):	<i>Enter the sum. The respective figure shall not exceed the sum necessary for funding the contract up to the moment of receipt of first payment by the bidder, according to the contract;</i>	
3.5.	Annual average turnover form the last 5 years.	<i>Specify the amount. [quantum of annual average turnover in the last 5 years will be determined at a rate of 0.3-0.6 from the estimated value of public acquisition contract to be adjudicated, by observing the principle of ensuring competition and combating unfair competition]</i>	

3.6.	General liquidity (floating assets/current debts x 100)	<i>More than 100%</i>	
3.7.	Recommendations on behalf of other beneficiaries	<i>At least one recommendation</i>	
3.8.	Site supervisor, attested under the law in force	<i>Confirmed by professional attestation certificate and similar experience in the field of the works that shall be executed</i>	
3.9.	Certificate (decision) of registration of company	<i>Copy – issued by the State Chamber of Registration or by the competent authority from the country of residence of the foreign economic operator, confirmed by signature and seal of the Participant;</i>	
3.10.	Certificate confirming systematic payment of taxes, contributions;	<i>Copy – issued by the Tax Inspectorate (validity of certificate - according to the requirements of Tax Inspectorate of the Republic of Moldova) or by the competent authority in the country of residence of foreign economic operator, confirmed by signature and seal of the Participant;</i>	
3.11.	Licence for activity	<i>copy, confirmed by signature and seal of the Participant</i>	
3.12.	Financial report from the previous year	<i>For the year _____, approved and registered by the competent bodies, confirmed copy by signature and seal of the Participant.</i>	
3.13.	Maximum period of works execution	<i>Shall be set by the contracting authority only if the financial sources which are necessary for the execution of contract have been allocated in full.</i>	
3.14.	Minimum guarantee period of works	<i>Provide the period in years and months</i>	
3.15.	List of bidder's founders	<i>Shall include the name, surname, as well as personal identification code</i>	
3.16.	Quality manual	<i>Registered with the National Inspection of Constructions or by the competent authority in the country of residence of foreign economic operator, confirmed by the signature and seal of the Participant.</i>	
3.17.	Association agreements	<i>copy, confirmed by the signature and seal of the Participant (if applicable)</i>	
3.18.	Subcontracting agreements	<i>copy, confirmed by the signature and seal of the Participant (if applicable)</i>	
Requirements for construction materials (doors and windows)			
3.19	Certificate of conformity	<i>Copy, issued by a conformity certification and assessment body accredited accordingly, and confirmed by signature and seal of the Participant.</i>	
3.20	Certificate ISO 9001	<i>Copy, issued by the producer and confirmed by signature and seal of the Participant.</i>	

3.21	Certificate Greenline or equivalent, which confirms the absence of lead in the manufacture of profiles	<i>Copy, issued by the producer and confirmed by signature and seal of the Participant.</i>	
3.20	Testing reports	<i>Originals, issued by testing laboratories which are accredited accordingly</i>	
3.21	Certificate ISO 14001 or EMAS	<i>Copy, issued by the producer and confirmed by signature and seal of the Participant (profile, hardware, glass)</i>	
3.22	Statutory declaration on provision of production means for execution of carpentry	<i>Original, issued by the producer and confirmed by signature and seal of the Participant.</i>	
3.23	Means of transportation that shall be used for the delivery of construction materials must fulfill at least the requirements regarding the exhaust emissions Euro 5	<i>A list of vehicles that shall be used for the delivery of construction materials and their technical data sheets specifying the emission levels.</i>	
N	<i>[name of document or qualification criterion]</i>	<i>(requirement for the document)</i>	

4. Preparation of bids

4.1.	Alternative bids:	<i>[shall be accepted] / [shall not be accepted]</i>
4.2.	Guarantee for bid:	<p><i>[form of guarantee a/b/c]</i></p> <p><i>a) The bid shall be accompanied by the Guarantee for offer (issued by a commercial bank) according to form F 3.2 of section 3 – Form for submission of bid;</i></p> <p><i>or</i></p> <p><i>b) The guarantee for bid through transfer in the account of the contracting authority, according to the following banking details:</i></p> <p><i>Beneficiary of payments:</i></p> <p><i>Name of bank:</i></p> <p><i>Tax code:</i></p> <p><i>Settlement account:</i></p> <p><i>Treasury account:</i></p> <p><i>Bank account:</i></p> <p><i>Territorial treasury:</i></p> <p><i>with the notice “For the file of auction documents” or “For the guarantee for bid at public auction no ____ of _____”</i></p> <p><i>or</i></p> <p><i>c) Other forms of bank guarantee accepted by the contracting authority.</i></p>
4.3.	Amount of the guarantee for bid:	<i>_____ % of the value of bid without VAT.</i>
4.4.	Available edition of INCOTERMS and accepted commercial terms:	<i>_____ [available edition]</i>

4.5.	Term of supply/ provision / execution:	
4.6.	Method and conditions of payment:	<i>[the conditions of payment of the economic operator, prior payments, if applicable, including the payment term]</i>
4.7.	Period of bid validity:	<i>[30 days]</i>
4.8.	Bids in foreign currency:	<i>[shall be accepted or shall not be accepted]</i>

5. Submission and opening of bids

5.1.	Envelopes shall contain the following additional information:	<p>Public Auction no _____</p> <p><i>For the acquisition of:</i></p> <p><i>Contracting authority:</i></p> <p><i>Address of the contracting authority:</i></p> <p><i>Shall not be opened before:</i></p>
5.2.	For submission of bids , the address of the contracting authority / organizer of procedure is:	<p><i>Address:</i></p> <p><i>Phone:</i></p> <p><i>Fax:</i></p> <p><i>E-mail:</i></p> <p><i>Deadline to submit the bids:</i></p> <p><i>Date, time:</i></p>
5.3.	The opening of bids shall take place at the following address:	<p><i>Address:</i></p> <p><i>Phone:</i></p> <p><i>Date,time:</i></p>

6. Assessment and comparison of bids

6.1.	Prices of bids submitted in different currency shall be converted in:	<i>[MDL]</i>
	Source of exchange rate to convert:	<i>[source of exchange rate]</i>
	Date for applicable exchange rate is:	<i>[date of exchange rate]</i>
6.2.	Modality of assessment:	<i>Assessment shall be performed: [to be indicated: per items, in cases supported by a justification notice; per lots or full list, if such an assessment modality is necessary to execute the future contract].</i>

6.3.	Assessment criteria:	<p><i>[if the Most advantageous bid assessment criterion is applied, the assessment factor with its percentage for each criterion shall be indicated (the sum of percentage for all assessment factors shall not exceed 100%) and the formula to calculate the points for each factor. Otherwise indicate „not applicable”].</i></p> <ol style="list-style-type: none"> 1. Price of bid 2. Period of works execution 3. Similar experience, in years 4. Period of guarantee of works 5. Superior performances compared to minimum requirements included in the technical specifications (heat transfer coefficient)
------	----------------------	--

7. Adjudication of contract

7.1.	Criterion of assessment which is applied in the adjudication of contract:	<p>The assessment criterion shall be applied: <i>[the Lowest price or the Most advantageous bid]</i> <i>[per items or lots]</i></p>
7.2.	Sum of the Performance guarantee (shall be established on a percentage base from the price of adjudicated contract):	_____ %
7.3.	Performance guarantee for contract:	<p><i>[form of performance guarantee a/b/c]</i></p> <p>a) <i>The Performance guarantee (issued by a commercial bank) under form F5.2 of section 5 – Form for contract</i></p> <p style="text-align: center;"><i>or</i></p> <p>b) <i>Performance guarantee through transfer in the account of contracting authority, with the following bank details:</i></p> <p style="padding-left: 40px;"><i>Beneficiary of payments:</i></p> <p style="padding-left: 40px;"><i>Name of bank:</i></p> <p style="padding-left: 40px;"><i>Tax code:</i></p> <p style="padding-left: 40px;"><i>Settlement account;</i></p> <p style="padding-left: 40px;"><i>Bank account:</i></p> <p style="padding-left: 40px;"><i>Territorial treasury:</i></p> <p style="padding-left: 40px;"><i>with the note “Performance guarantee” or “For Performance guarantee for public auction no _____ of _____”</i></p> <p style="text-align: center;"><i>or</i></p> <p>c) <i>Other forms of performance guarantee accepted by the contracting authority.</i></p>
7.4.	Maximum number of days to sign and submit the contract to the contracting authority:	<i>[number of days]</i>

The content of the present Acquisition Data Sheet is identical with the data of procedure from the Automated Information System „State Register of Public Acquisitions”. The working group for acquisitions confirms the correctness of the content of Acquisition Data Sheet for which shall be liable according to the law in force.

Head of the working group: _____

SECTION III

FORM TEMPLATES

1. The present section contains forms intended, on the one hand, to facilitate the elaboration and submission of bids and accompanying documents and, on the other hand, to enable the working group to rapidly assess and fairly examine all submitted bids.

2. Each bidder that participates individually or as an associate in the adjudication procedure for public acquisition contract of works is required to submit the forms provided in this section, filled in accordingly and signed by authorized persons.

List of forms:

1. DO-1, Letter of submission.
2. DO-2, Bid.
3. DO-3, Bank guarantee letter for the bid.
4. DO-4, Bank performance guarantee letter
5. DO-5, Declaration of eligibility.
6. DO-6, General information.
7. DO-7, Similar experience.
8. DO-8, Information on association.
9. DO-9, List of subcontractors who have agreed in written form to participate in the public auction for adjudication of the execution of investment objective.
10. DO-10, Opinion of National Inspection of Constructions.
11. DO-11, Declaration on the employed staff of the bidder at the moment of submission of bid which is necessary to execute the works.
12. DO-12, Declaration on the specific facilities, machinery and technical equipment of the bidder at the moment of submission of the necessary bid for works execution.
13. DO-13, Schedule for works execution.
14. DO-15, Declaration on the contractual obligations towards other beneficiaries.

FORM DO-1**BIDDER**

(denomination, name, surname)

LETTER OF SUBMISSION

To _____

(name of contracting authority and full address)

Following announcement of participation,
published in the Public Acquisition Bulletin no _____ of _____ (day, month, year)
on the organization of contract adjudication procedure _____

(name of public acquisition contract)

the undersigned _____

(denomination, name of bidder)

We send the following in attachment:

1. Document _____

(type, series/number, issuer)

regarding the guarantee for bid, in the quantum and form established by you in the standard documentation for elaboration and submission of bid.

2. The sealed and visibly marked envelope shall contain:

- a) the bid;
- b) documents accompanying the bid.

We hope that our bid is due and complies with the requirements.

Date of filling _____

Sincerely,

Bidder,

(signature)

Place for seal

BIDDER

 (denomination, name, surname)

BID

To _____
 (name of contracting authority and full address)

Dear Sirs,

1. After the examination of standard documentation for the elaboration and submission of bid, the undersigned, _____
 representatives of the bidder _____
 (denomination, name, surname of bidder)

undertake, under the provisions and requirements of the above mentioned documentation, to execute _____
 (denomination of works)

for the sum, without VAT, in amount of _____ MDL,
 (sum with letters and figures)
 to which the value added tax shall be added, in amount of _____
 _____ MDL.
 (sum with letters and figures)

2. We undertake to, if our bid wins the auction, begin the works as soon as possible after the receipt of notice to begin and finish the works according to the attached schedule for execution of works in _____ calendar months.
 (period with letters and figures)
3. We undertake to keep this bid valid for a duration of _____ days,
 (period with letters and figures)
 and until the date of _____,
 (day/month/year)
 compulsory for us and accepted at any time before the expiry of validity period.
4. Before the conclusion, signing of the public acquisition contract, this bid – together with the notice sent by you informing us that our bid won the auction – shall constitute a contract between us.
5. Together with the main bid, we:
 submit the alternative offer, which details are provided in a separate bid form, clearly marked as „alternative”;
 do not submit an alternative bid.
(the corresponding option shall be scored)
6. We understood and agree - if our bid is declared as winning – to obtain the performance guarantee under the provisions of the standard documentation for elaboration and submission of bid.
7. We understand that you are not obliged to accept the bid with the lowest price or any other bid you can receive.

Date _____ / _____ / _____

_____, as (position)
_____, legally authorized to sign the bid for and in the name of

(denomination/name, surname of bidder)

APPENDIX TO THE BID

1. The maximum sum of works executed by the subcontractor _____ (% from the total price of the bid).
2. The performance guarantee shall be constituted in form of _____ in amount of _____ % (from the total price of bid) and constitutes MDL _____ thousands.
3. The guarantee period for the executed works _____ calendar months.
4. The period of mobilization (duration from the date of receipt of notice to begin the works until the date of starting the execution) _____ calendar days.
5. The term to issue the notice to begin the works (from the date of signing the contract) _____ calendar days.

Bidder,

(authorized signature)

(name)

BANK GUARANTEE LETTER

for participation with bid at the adjudication procedure of public acquisition contract

To _____
(name of contracting authority and full address)

Regarding adjudication procedure of contract _____

(name of public acquisition contract)

the undersigned _____, having the legal
(name of bank)

address on _____,

(address of bank)

undertake towards _____ to pay the sum
(name of contracting authority)

in amount of _____, at first written request and without the
(sum with letters and figures)

obligation to demonstrate the respective request, provided that in its request, the contracting authority specifies that the demanded sum and the sum due to it arose from one of the following situations:

1. The bidder

(denomination /name, surname)

withdraws or modifies the bid during its validity period;

2. Its bid was declared winning, but the bidder

(denomination /name, surname)

did not obtain the performance guarantee during the validity period of the bid;

3. Its bid was declared winning, but the bidder _____

(denomination, name, surname)

refused to sign the public acquisition contract of works during the validity period of the bid;

4. The bidder _____ does not accept the rectifications,

(denomination, name, surname)

corrections of arithmetic mistakes;

5. One of the conditions specified in the auction documents is not fulfilled before the signing of public acquisition contract of works.

The present guarantee shall be valid until _____

Sealed by Bank _____ day ____ month ____ year ____

(authorized signature)

(denomination)

BANK PERFORMANCE GUARANTEE LETTER

To _____
(name of contracting authority and full address)

Regarding the public acquisition contract of works _____,
(name of contract)
concluded between _____, as Entrepreneur,
and _____, as Contracting Authority, hereby
undertake to pay in the benefit of contracting authority the sum of
_____, which represents
_____% from the value of respective contract, any sum requested at first request accompanied by a
declaration on the failure to fulfill obligations by the Entrepreneur as they are provided in the above
mentioned public acquisition contract. The payment shall be performed in the term mentioned in the
request without any other additional formality on behalf of the Contracting authority or the Entrepreneur.
The present guarantee shall be valid until _____.

If the contracting parties agree to extend the validity term of the guarantee or to modify some of the
contract provisions which have effects upon the commitment of the bank, our consent shall be obtained
in advance, otherwise, the present letter of guarantee becomes invalid.

Sealed by Bank _____ day _____ month _____ year _____

(authorized signature)

(denomination, name/surname)

DECLARATION OF ELIGIBILITY

1. The undersigned, authorized representative of _____

(denomination/name, surname and legal address of bidder)

hereby declare on my own responsibility, under the sanctions applied for providing false facts in public documents, that I observe the provisions of Article 18 of Law no 131 of 03/07/2015 on public acquisitions.

2. The undersigned, hereby declare that the provided information are complete and concrete in every detail and understand that the contracting authority is entitled to demand – for the scope of verification and confirmation of declarations, situations and documents accompanying the bid – information regarding the criteria provided in Articles 16 – 23 of the Law no 131 of 03/07/2015 on public acquisitions, including the documents confirming the conformity of works.

3. The undersigned, hereby authorize any institution, economic company, bank and other legal persons to provide information to the authorized representatives of the contracting authority

(name and address of contracting authority)

regarding any technical and financial aspect of our activity.

4. The present declaration is valid until _____.
(date of expiry of bid validity period)

Date of filling _____

Bidder,

(certified signature)

Place for seal

FORM DO-6

BIDDER

(denomination, name, surname)

GENERAL INFORMATION

1. Denomination/name/surname _____
2. Tax code _____
3. Legal address _____
4. Phone number _____
- Fax _____
- E-mail _____
5. Registration certificate _____
(number, date of registration)
- _____ (issuing authority)
6. Object of activity, per each field: _____
_____ (under the provisions of its articles of association)
7. Licence (certificate) _____
(number, date, issuing authority, types of activities)
- _____
8. Offices of branches / local subsidiaries, if applicable: _____
_____ (full address, phone number/telex/fax, registration certificate)
9. Main business market: _____
10. Turnover in the last 3 years:

No	Year	Annual turnover on 31 December, thousands of MDL	Annual turnover on 31 December, equivalent of USD
1.			
2			
3			
Annual average:			

Bidder,

(certified signature)

Place for seal

FORM DO-7**BIDDER**_____
(denomination, name, surname)**SIMILAR EXPERIENCE***)

(indicate the selected option)

a similar contract of works which value is not less than 75% from the value of future contract

cumulative value of all contracts executed in the last year of activity

- 1. Name and object of contract _____
- 2. Number and date of contract _____
- 3. Denomination/name of beneficiary _____
- 4. Address of beneficiary _____
- 5. Country _____

- 6. The position of participant in the execution of contract _____
(indicate the corresponding option)
 - entrepreneur or general entrepreneur (association leader)
 - associate entrepreneur
 - subentrepreneur

- 7. The value of contract _____ in currency _____ expressed
for _____ equivalent _____
which the contract was concluded USD _____
a) initial _____
(on the date of signing the contract) _____
b) final _____
(on the date of finishing the execution of contract) _____

8. In case of litigations regarding the execution of contract, its nature and means of solving: _____

- 9. Period of works execution (months)
 - a) according to the contract _____
 - b) actually carried out _____
 - c) the reason for the delay of the term of the contract (if applicable), which shall be demonstrated by additional documents concluded with the beneficiary _____

10. Number and date of minutes on receipt and conclusion of works _____

11. The main additions in the minutes of receipt _____

12. Other relevant aspects according to which the bidder demonstrates its similar experience, with special reference to surfaces or physical volumes of the main capacities and categories of works stipulated in contracts _____

Bidder

(signature)

Place for seal

*) Distinct sheets shall be filled in for each contract if the option on the cumulative value of all contracts executed in the previous year of activity is chosen. They must be confirmed by submitting the contractor or subcontractor agreements, as well as the minutes of receipt, at the end of works execution.

FORM DO-8

INFORMATION ON ASSOCIATION

for participation in the adjudication procedure of investment objective execution

(denomination)
(form of auction _____)

1. Contracting parties (economic agents)

- a) _____
 b) _____
 c) _____

2. Addresses, phone numbers, telefax of partners' offices (contracting parties):

- a) _____
 b) _____
 c) _____
 d) _____

3. Information on the association modality:

- 3.1. Date of conclusion of association contract _____
 3.2. Place and date of registration of association _____
 3.3. Economic activities which shall be performed jointly _____

3.4. Contribution of each party to the realization of agreed joint economic activities

3.5. Value and percentage share of works executed by each associate _____

3.6. Conditions of company management _____

3.7. Modality of sharing the results of developed joint economic activity

3.8. Causes to cease the activity of company and modality of sharing the result of liquidation

3.9. Physical, value and percentage distribution between each associate for the execution of auction objective _____

3.10. Other causes _____

Date of filling

BIDDER

(leader of association)

(name, surname)

(authorized signature)

Place for seal

CONTRACTORS (Bidders)

(associates) (denomination)

(authorized signature)

Place for seal

FORM DO-9

ENTREPRENEUR (BIDDER) _____

**List of subcontractors who have agreed in written form to participate in the public auction
 for adjudication of the execution of investment objective**

Name of investment

No	Category of works that are assigned to it	Cost of works, thousands of MDL	Percentage share of works from the total volume	Name and address of sub-contractors
1.				
2.				
3.				
4.				

Date of filling

ENTREPRENEUR (BIDDER)

(authorized signature)

Place of seal

FORM DO – 10

NATIONAL INSPECTION OF CONSTRUCTIONS

No _____ of _____

OPINION

Following the request _____
 (name of applicant), no ____ of _____ on the participation at public auction organized for the
 execution of investment objective _____
 (name of objective), on the base of documents drafted by us following the controls performed at the
 above mentioned economic operator, we provide you the following information:

No	Information resulting from the accompanying documents after the controls performed by the National Inspection of Constructions	Yes	No
1	2	3	4
	Regarding the executed general and similar works and currently running works, the following situations were recorded in the last 3 years due to exclusive fault of the entrepreneur: <ul style="list-style-type: none"> - Cases of non-conformity or damage that led to partial or total reconstruction of works; - Cases of non-conformity which affected the consolidation works of the foundation land, foundation and resistance structures; - Cases of technical accidents by violation of technical rules and the law in force on the quality of works; - Cases of refusal or suspension of preliminary receipt of works; 		

Head of National Inspection of Constructions _____

NOTE:

1. The relevant works shall be mentioned and the synthetic defects, accidents, preliminary rejections of receipts of works shall be described, for objective information of the auction commission.
2. Nominalization of found quality deviations shall contain synthetic descriptions for a more objective informing of the auction commission.
3. For economic agents that develop their activity in more districts, the notice shall be issued by each district territorial inspection where the bidder developed or develops activity in the previous 3 years.

FORM DO-11

ENTREPRENEUR (BIDDER)

DECLARATION
on the employed staff of the bidder at the moment of submission of bid

which is necessary to execute the works

No	Position	Specialized studies	Seniority in the field (years)	Number and name of similar works which were executed from the position of manager	Number of attestation certificate. Date of issue.
	1	2	3	4	
	Site supervisors				
	Masters				
	Specialists				

Date of filling

ENTREPRENEUR (BIDDER)

(certified signature)

Place for seal

FORM DO-12

ENTREPRENEUR (BIDDER)

DECLARATION
on the specific facilities, machinery and technical equipment of the bidder at the moment
of submission of the necessary bid for works execution

No	Main machinery, equipment, transportation means, manufacturing bases (workshops, warehouses, accommodation spaces) and laboratories proposed by the bidder as necessary for carrying out the work, results based on technologies that shall be implemented	Unit of measurement (pieces and sets)	Personal facilities	Provided by third parties and other sources
0	1	2	3	4
1.				
2.				
3.				
.				
n				

Date of filling

ENTREPRENEUR (BIDDER)

(certified signature)

Place for seal

FORM DO-13

BIDDER

(denomination)

Schedule for works execution

(description of works)

No	Group of objects/ Name of object	Year			...	Year (n)
		Month				
		1	2	3	...	N

1.	Site management					
2.	Object 01 Category of works: _____ _____					
3.	Object 02 Category of works: _____ _____					
...	Object ... Category of works: _____ _____					

Bidder

(authorized signature)

FORM DO-14

BIDDER

(denomination, name, surname)

**Declaration
on the contractual obligations towards other beneficiaries**

No	Name of beneficiary	Type of contractual obligations	Sum of contractual obligations
1.			
2.			
3.			
4.			

Date of filling

ENTREPRENEUR (BIDDER)

(authorized signature)

Place for seal

SECTION 4 SPECIFICATION (template)

Object _____

(name, address)

Contracting authority _____

(name, address)

1. General description

The address (site) of works, general description of objects of works, specific details on location shall be specified.

2. Information and design

The constitutive elements and content of attached documents to the contract, modality of design and drawings elaboration, the information about the entrepreneur and contracting authority shall be specified.

3. Materials, compatibility, used technical regulations and standards

The quality, conformity and applicability of materials; legislation, technical regulations and standards; reception of materials and works; duration of work and responsibility for deadlines and quality of works shall be specified.

Relevant technical requirements relating to the materials used in carpentry works acquisition (PVC windows and doors).

Minimum technical specifications for carpentry:

- PVC profiles, A class, thickness of external walls $\geq 2,8$ mm;
- Profiles with 5 rooms, reinforced with galvanized steel with a thickness of min. 1.5 mm, specially treated against corrosion;
- Ecologic profiles (free of lead) – Green Line certification or equivalent;
- Profiles have to be recycled;
- Heat transfer coefficient: $K = \max. 1,5$ W/mpK;
- Double Low-E insulating glass with argon or krypton, 24 mm (4-16-4);
- Sound insulation – min. 35 dB;
- C-class fire safety according to EN 13501 standard or equivalent;
- Watertightness – 7A class according to EN 12208 standard or equivalent;
- Reaction to the wind load – C3 class according to SREN 12210 and SREN 12424 or equivalent;
- Air permeability of class 3 - according to EN 12207 standard or equivalent;
- Ecologic maintenance (cleaning profile does not require the use of chemicals);
- Carpentry does not need painting;
- Antistatic treatment of profiles;
- Sustainable hardware, tilting-in/in-swinging mountings, high security;
- Resistance to opening: windows - min. 10,000 cycles, doors - min. 10,000 cycles;
- Guarantee term of profile – min. 10 years;
- Guarantee term of hardware – min. 5 years;

The windows shall be completely assembled and finished from inside and outside with observance of minimum requirements and regulations in force, including appropriate aesthetic appearance, without cracks, gaps and flaws.

**Note: The contracting authority may stipulate sketches of windows and door in the adjudication documents, according to the needs of the institution.*

Verification: economic operators shall additionally submit the estimate of costs, technical description of proposed windows and official documents which confirm the materials of windows / doors according to ADS. If carpentry certification was conducted in accordance with other applicable standards, the economic operators shall submit - on a compulsory base - this confirmation, including the confirmation of the authorized body, that they meet the established requirements and standards.

Compulsory conditions:

1. Providing appropriate means of production for execution of carpentry works;
2. Existence of qualified personnel for the production of windows (including the certificates of qualification);
3. Certification of quality management system for the production of carpentry under ISO 9001;
4. Certification of management system under standard EN ISO 14001/EMAS or equivalent;
5. Means of transportation which shall be used for the transportation of construction materials must at least meet the exhaust emission requirements of Euro 5 (the supplier must submit a list of vehicles that will be used for the delivery of construction materials and technical data sheets which specify the emission levels).

4. Samples

The mode of presenting the samples for all used products shall be specified.

5. Supply, preservation, materials and works protection. Security of buildings and associated land.

The transportation, handling and storage of products and materials; protection works according to weather conditions; protection of buildings and associated territories shall be specified.

6. Tests, instructions, guarantees of suppliers, drawings and schemes

The necessary tests for all of the buildings and installations; instructions for operation, especially of installations and insurance systems; the presentation of drawings, diagrams, execution documents; filling and maintenance of technical book of constructions shall be specified.

7. Fixing hidden flaws and defects

The method of finding and fixing hidden defects and faults, the persons in charge for fixing shall be specified.

8. Works geodesic marking, enforcement tolerance

The methods of geodesic marking, terminals, landmarks, milestones alignments; tolerance values in the execution of works shall be specified.

9. The parameters for calculating the constructive elements

The tasks considered, such as seismicity, actions and other parameters, shall be specified.

10. Criteria for the estimation of heating, ventilation and air conditioning

External and internal parameters of air, indoor temperatures shall be specified. For each room - resistance to heat transfer of building envelope constructions.

11. Admissible level of noise and vibrations

The volumes of these levels for different areas; measures to reduce noise and vibration shall be specified.

12. Requirements for the installation of equipments and facilities

The positioning of all interior installations; mode and place of location; corrosion protection; used materials and products shall be specified.

13. Construction works related to

The method and types of construction works related to assembly of installations; types of materials; allowed tolerance; requirements for execution of these works shall be specified.

14. Items, products and parts necessary for installations

The supplier of items, products and parts necessary for installations; types and quantity shall be specified.

15. The equipment, facilities, machinery, tools, instruments, devices and other items necessary for execution of works

Equipment, installations, machinery, tools, instruments, devices, vehicles, scaffolding and formwork required for the work; workforce; organization of site utilities (water, electricity, lighting, heating, fittings), telecommunications, fire means premises, etc.; work and leisure on-site spaces, furniture, telephone, shall be specified.

16. Definitions

The terms and definitions used in the specifications and some characteristics shall be specified.

17. Requirements for cost estimation

The method of calculating the cost of bid, by reference to regulations in this field, shall be specified.

Note: The present specifications is indicative and may be supplemented, modified, specified by the contracting authority, depending on the specific type and design services.


Contracting authority _____

Date " ____ " _____

**SECTION 5
CONTRACT TEMPLATE**

Form	Name
F5.1	Contract - template

P U B L I C A C Q U I S I T I O N S




CONTRACTOR AGREEMENT No _____
 on acquisition by Public Auction

“ ” _____ 20__

 (municipality, city, district)

1. Contracting parties

The present contract has been concluded after the procedure of Public Auction no _____ of _____,
 between _____,
 _____, with legal address on _____
 (name of contracting authority)

 (locality)

street _____, phone number: _____, fax:

e-mail: _____, registered with State Chamber of Registration, under

no

of “__” _____ 20__, represented by _____

(name, surname and position of the person in charge)

as Beneficiary, on one hand, and _____

(name of economic operator)

with legal address _____

(locality)

street _____, phone number: _____, fax:

e-mail: _____, registered with State Chamber of Registration, under no

of “__” _____ 20__, authorized for construction activity: licence no _____

of “__” _____ 20__, issued by _____

for a period of _____ years, for the types of activity _____

represented by _____

(name, surname and position of the person in charge)

in the position of Entrepreneur, on the other hand.

2. Object of contract

The entrepreneur undertakes to execute the works _____

(short description),

CPV code: _____-__ according to the technical provisions, the details for execution of works, norms, standards and technical in force provisions.

3. Execution period

- 3.1. Duration of contracted works is _____ months from the date of signing the contract, receipt of notice to commence the execution and to ensure the rhythmic work by the beneficiary - the authorizing officer.
- 3.2. The execution period may be extended if the coercion of activity is due to the following causes:
 - a) caused by the Beneficiary;
 - b) generated by strikes organized by trade unions federation of the branch at national level and recognized as legal by court, being organized by the staff of the general Entrepreneur or as a result of similar events held at an economic operator that is a provider of the general Entrepreneur;
 - c) due to force majeure or other circumstances that are not imputable but unpredictable for general Entrepreneur;
 - d) influence of climatic factors that hinder the compliance with in force technical standards and regulations of the specifications;
 - e) natural disasters recognized by the legal authority.
- 3.3. According to the written provision of the Beneficiary, the general Entrepreneur shall cease the execution of works or parts of these works for a duration and manner which the Beneficiary deems appropriate. During the suspension, the general Entrepreneur shall protect and preserve the works properly as the Beneficiary shall decide. The additional costs generated by the termination of works and incurred by the general Entrepreneur shall be paid by the Beneficiary.
- 3.4. On completion of the works, the general Entrepreneur will notify the Beneficiary that the conditions for reception are met, requesting to convene the committee. Based on this notification, the Beneficiary will convene the reception committee.

- 3.5. On the base of documents confirming the execution and findings performed on the site, the Beneficiary shall establish whether the conditions to notify the reception commission are met. If it finds shortcomings and deficiencies the general Entrepreneur shall be notified and new terms for completion and improvements shall be established. After the removal of all shortcomings and deficiencies, at a new request of the general Entrepreneur, the Beneficiary shall convene the reception commission. The reception commission shall determine whether the works have been performed under the documentation of execution, with the in force regulations and contract provisions. Depending on the findings, the Beneficiary shall approve or reject the reception of works. The reception may be done for separate distinct parts of the construction as well.

4. Costs of works and payments modalities

- 4.1. The value of construction and assembly works lucrărilor that represent the object of the present contract amounts to _____ MDL (including VAT).
- 4.2. The payments shall be done within the limits of annual budgetary allocations.
- 4.3. Payment of the final invoice shall be made immediately after verification and acceptance of the final payment by the Beneficiary. If the verification is extended for various reasons, but especially because of possible litigation, the countervalue of works that are not under the dispute shall be paid immediately.
- 4.4. The contract is not considered as executed until the minutes of final reception is not signed by the reception commission, which shall confirm that the works have been executed under the contract.
- 4.5. The final reception shall be performed under the legal provisions. The payment of the last amount due to the general Entrepreneur by the Beneficiary for the executed works shall be conditioned by signing the minutes of final reception.
- 4.6. The performance guarantee shall be refunded to the general Entrepreneur on the base of notification of Beneficiary by the banking agent. The notification shall be done after signing the minutes of final reception.

5. Adjustment of contract sum

For cases where modifications of the contract sum shall be made in respect of increasing or decreasing the value, the parties shall comply with the provisions of legal acts regulating public acquisitions and procedures for adjusting the value of public acquisition contracts.

6. General entrepreneur and specialized sub-entrepreneurs

- 6.1. The general Entrepreneur is obliged to execute all the works mentioned in the contract, in the terms set for the general schedule of works realization and schedule of execution. The works shall comply with the quality provided in the in force legal acts and present contract.
- 6.2. If parts of the contracted works are performed under an contractor agreement, the general Entrepreneur shall submit – in the bid – the list of specialized sub-entrepreneurs and the works they shall perform.
- 6.3. During the execution of works, the general Entrepreneur is obliged to notify – at the request of Beneficiary – identification data of specialized sub-entrepreneurs.
- 6.4. Employment of working force based on agreement shall not be considered as object of sub-contracting.

7. Rights and obligations of the general entrepreneur and the beneficiary

- 7.1. All documentation necessary for the execution of the contracted works is submitted by the Beneficiary to the general Entrepreneur in three copies, during the deadlines set in the contract, through the general schedule of public works realization.

- 7.2. The general Entrepreneur has the obligation to execute the work in the terms established in the contract on its own responsibility. For this, it is obliged to observe the project, documentation for execution and provisions of in force legal acts in the field of constructions. Also, it has the obligation to conduct the execution of contracted works and supervise the order on the site.
- 7.3. The documentation made available to the general Entrepreneur consists of:
 - a) an integral copy of documentation for the technical manual;
 - b) two copies for the general Entrepreneur, one of which shall be kept on the site, and
 - c) the other copy shall be kept for verification by the National Inspection of Constructions and other authorized persons, including the technical attested specialist.
- 7.4. Drawings, calculations, checking of calculations, measurements (attachments) and other documents, which the Beneficiary or general Entrepreneur must prepare and are required by the sub-Entrepreneur designer, shall be made available to the Beneficiary or general Entrepreneur, if necessary, at request and in the terms specified in the annexes of contracts. These documents may not be published, reproduced or used for purposes other than those specified in the contract and must be returned upon request, unless otherwise agreed.
- 7.5. The adjudicated bid becomes integral part of the contract. It must be accurate and complete. The set prices shall cover all obligations of the contract and operations for finishing and corresponding maintenance of works. Following the acceptance of his bid, the general Entrepreneur shall submit to the Beneficiary for approval, the value schedule of financial means necessary for the execution of works correlated with the schedule of works execution, according to the technological order of execution.
- 7.6. If the Beneficiary does not issue additional provisions on time, which contain instructions or approvals, orders, directives, or details, the general Entrepreneur shall notify the Beneficiary in writing, whenever possible, that they can cause delays or disruptions in the conduct of works. The notification shall contain details or provisions that are required and shall specify the date on which they were required, as well as delays or interruptions occurring due to absence of such documents.
- 7.7. All documentation which is necessary for the execution of subcontractor works shall be made available to the sub-entrepreneurs by the general Entrepreneur, free of charge, in two copies, in the terms of subcontracts (subcontractor agreements), determined by performance schedule.
- 7.8. The general Entrepreneur shall perform and maintain all works, shall provide labor force, materials, construction machinery and provisional character objects result for the execution of works. It assumes full responsibility for all operations carried out on site and execution processes used. It undertakes full liability for all operations performed on the site and the used execution procedures.
- 7.9. The form of bank guarantee accepted by the Beneficiary is _____ in percentage of ___% from the value of adjudicated contract.
- 7.10. The general Entrepreneur – by adjudicating the bid in its favor – undertakes to obtain the guarantee form the bank for a sum which represents the performance guarantee of the contract in amount of ___% from the value of adjudicated contract, or if the bank guarantee form accepted by the Beneficiary refers to successive withholdings from partial invoices of works in amount of ___% from the monthly value until reaching the rate of ___% from the value of contract. These withholdings shall be done until the completion of performance guarantee. The sums withheld in this way shall be submitted to a bank chosen by both parties – the general Entrepreneur and Beneficiary – and deposited in a special account. Therefore, the transfer shall be performed in no more than 10 working days from the performance of withholdings. The Beneficiary shall request the bank to notify the general Entrepreneur about the executed transfer, as well as about its destination.
- 7.11. The performance guarantee shall be returned to the general Entrepreneur on the base of notification of Beneficiary by the bank agent. The notification shall be carried out after signing the minutes of final reception.
- 7.12. The general Entrepreneur has to constitute the performance guarantee after receiving the acceptance letter, but not later than the date of contract conclusion. As long as he has not fulfilled this obligation, the Beneficiary may retain the guarantee for bid from the general Entrepreneur.

- 7.13. The Beneficiary must refund the guarantee to the general Entrepreneur on time, no later than the expiry of best execution term, if it has not submitted any claims up to that date. As long as the claims submitted on term were not resolved, the Beneficiary may withhold a corresponding part from the value of guarantee, in the limits of the caused damage.
- 7.14. The general Entrepreneur guarantees that on the date of reception, the executed works comply with the quality requirements stipulated in the contract, they meet the technical regulations in force and are not affected by defects which would reduce or even cancel the value or usability under normal conditions of use or those stipulated in the contract.
- 7.15. The works that undergo testings must prove the quality required within the limits allowed by the technical regulations in force.
- 7.16. The beneficiary is entitled to supervise the progress of works under the contract by its certified technical managers. They will be provided the access to the place of work, workshops, warehouses and wherever activities linked to the achievement of contractual obligations are carried out. At request execution drawings and documentation must be made available for the scope of review and be given all the explanations. The main condition is that no secrets of the general Entrepreneur will be disclosed. Secret information, as well as secret documentation will be considered by the Beneficiary as confidential.
- 7.17. The Beneficiary is entitled to issue the notifications deemed necessary for the execution of works by observing the rights of the general Entrepreneur. The notifications are addresses exclusively of the general Entrepreneur and site supervisor, except the cases when there is an imminent or declared danger. The Beneficiary shall be notified the name of the site supervisor who has to be professionally and technically attested and who shall conduct the works and check the quality of works on behalf of general Entrepreneur.
- 7.18. If the general Entrepreneur considers that the notifications of the Beneficiary are not justified or inappropriate, he may object, but it will not absolve him of the duty to execute the received instructions, unless they breach the law. If the enforcement of orders issued by the Beneficiary creates difficulties in the execution, and generates additional expenses, they will be covered by the Beneficiary.
- 7.19. Marking the main axes, reference terminals, traffic routes and land boundaries available to the general Entrepreneur, as well as the materialization of elevation dimensioning around the land, are the obligations of the Beneficiary.
- 7.20. For checking the marking by the Beneficiary or designer, the general Entrepreneur is obliged to protect and keep all the markers, terminals or other objects used in the drawing works.
- 7.21. Lifting of land, markings and elevation dimensioning, as well as other documents submitted to the general Entrepreneur by the Beneficiary for performance of the contract are decisive. The general Entrepreneur is obliged to check the received documents and notify the Beneficiary of found or alleged errors and inaccuracies.
- 7.22. The general Entrepreneur has the obligation to establish all the relations which regulate the relationships with specialized sub-entrepreneurs and is liable before the Beneficiary for the observance by specialized sub-entrepreneurs of legal and professional provisions and obligations.
- 7.23. The Beneficiary has the obligation to purchase all the authorizations and notices provided by legal acts, as well as regulations (documents) which would allow him to execute the respective works.
- 7.24. During the execution of works, the Beneficiary is entitled to decide in written form:
 - a) Removal from site of any materials which are qualitatively inadequate;
 - b) Replacement of qualitatively inadequate materials with suitable materials;
 - c) Removal or reconstruction of any work or part of work which does not comply from the point of view of quality.
- 7.25. In case of failure by the Entrepreneur to execute the provisions of paragraph 7.24., the Beneficiary may stop the works, employ and pay other contractors for execution of these works, putting the Entrepreneur in delay, who will be obliged by law to compensate the expenses incurred the beneficiary in connection with the non-enforcement of contract.

- 7.26. If during the works on the site, historical, artistic or scientific objects are discovered, the general Entrepreneur is obliged to stop the works in the respective zone and inform the Beneficiary, police authorities and competent bodies about this fact.
- 7.27. During the development of works, the general Entrepreneur is required to maintain access routes free, to withdraw machineries, to remove the surplus materials, waste and temporary works of any kind which are not necessary, and on completion of works, the general Entrepreneur will evacuate from the site all construction equipments, surplus materials, waste and temporary works.
- 7.28. The general Entrepreneur must obtain at his own expense, all permits and approvals and to pay all required fees relating to the execution of the works, as well as for goods or rights which are or may be affected by the execution of works. The beneficiary shall repay all such amounts to the general Entrepreneur after its confirmation.

8. Work force

General Entrepreneur and its subcontractors shall perform all the formalities which are necessary for the employment of work force contracted to realize the works under the legal provisions in force.

9. Materials and execution of works

- 9.1. Materials shall be of the quality mentioned in the execution documentation, and will be regularly subjected to various tests by the designer or the Beneficiary that may demand them. The general Entrepreneur shall provide, upon request, labor force, tools, equipment and materials needed for the examination, measurement and testing of work.
- 9.2. The cost of samples and tests will be borne by the general Entrepreneur, if provided in the documentation, otherwise the costs will be borne by the Beneficiary.
- 9.3. The samples which were not planned or ordered by the Beneficiary for testing works or materials will be borne by the general Entrepreneur, if it turns out that the materials are not of proper quality or the work is not performed in accordance with the contract. Otherwise, the Beneficiary will bear these expenses.
- 9.4. The Beneficiary, designer or any other authorized person have full access on the site and places of work execution, in warehouses of prefabricated materials, etc.
- 9.5. The works that are hidden shall not be covered without the approval of authorized technical specialist and, where appropriate, the designer. In these cases, the general Entrepreneur shall provide them the opportunity to examine and pursue any work that shall be hidden. The general Entrepreneur will notify the technical manager, designer whenever such works, including the foundations of the building, are ready to be examined. Certified technical specialist and the designer will participate in the examination and measurement of the above mentioned works.
- 9.6. The general Entrepreneur shall uncover any part or parts of the work at the disposal of the Beneficiary and will restore that part or parts of the work, if applicable. If the work was performed according to appropriate quality and documentation requirements, the unveiling, restoration and / or repair will be borne by the Beneficiary, and otherwise, by the general Entrepreneur.
- 9.7. The Beneficiary must provide to the general Entrepreneur, if not agreed otherwise, free of charge:
- a) land areas required for warehouses and work places on the site;
 - b) road access and railway connections;
 - c) connections for utilities (water, gas, electric, sewer, etc.) to the building site.
- 9.8. The costs for utilities and that of the meters and other measuring devices are supported by the general Entrepreneur. If several entrepreneurs, the costs shall be borne proportionately by them.
- 9.9. The works executed by the general Entrepreneur outside the contract or without the consent of Beneficiary, as well as those that do not comply with the contract without any provision to that effect of the Beneficiary, will not be paid to the general Entrepreneur. The general Entrepreneur must remove these works, in the deadline set by the Beneficiary. He shall also

be held liable before the Beneficiary for the caused damage. These works shall be paid to the general Entrepreneur only if they prove to be necessary and it is assumed that they meet the will of the Beneficiary, and in this case, they shall be notified immediately.

- 9.10. The works shall begin after 10 days from the date of signing and registering the contract accordingly and after the receipt of execution order.

10. Guarantee period and remedies in the guarantee period

- 10.1. The guarantee period of works mentioned in Article 2 of the present contract template is _____ years.
- 10.2. The guarantee period enters into force on the date of final receipt and is valid until the expiry of term provided in paragraph 10.1 of the present Article.
- 10.3. The general Entrepreneur has the obligation – during the guarantee period - to remove all defects related to non-observance of contract clauses, at its own expense, upon notification transmitted by the Beneficiary.
- 10.4. If the defects are not due to negligence or omissions of the general Entrepreneur, the works being executed by him, under the contract, the costs of remedies will be assessed and paid as additional works.

11. Liability of parties

- 11.1. Contracting parties shall be held liable, each for their own mistakes, as well as for their legal representatives, natural and legal persons, involved in carrying out their obligations.
- 11.2. If during the execution of construction works damage is caused to a third party, the contracting parties are jointly liable under the law. To establish - between the parties - the amount of liability for the damage caused, the degree of guilt of each partner shall be taken into account, unless the contract provides otherwise. If the prejudice to the third party was caused as result of a measure ordered by the beneficiary in the form it was applied, then it bears alone the liability, only if the general Entrepreneur notified him in advance about the danger that may result from the execution of provision.
- 11.3. The general Entrepreneur is obliged, under the law, to pay the prejudice for breach or damage of access roads and utility networks, bordering land – by disposal of land, materials or other objects, and as a result, for restrictions or limitations from its own fault .
- 11.4. If the general Entrepreneur has any doubts about the mode of execution of the work, accident insurance modality, quality of materials or parts of buildings, technological equipment, etc., supplied by the Beneficiary, as well as the works performed by other economic operators, he must submit his objections in writing to the Beneficiary, immediately and before the starting of work. The Beneficiary is liable for the information, provisions and supplies.
- 11.5. The general Entrepreneur must assure the executed works and facilities which he has at its disposal against damage and theft until the delivery of work by the Beneficiary. He must take protective measures against the degradation of work due to atmospheric influences and water, to clear snow and ice.
- 11.6. If the failure of the general Entrepreneur to observe the provisions of any regulation or decisions of local authorities or other local public bodies legally established and binding upon the execution of the works, causes damage to the Beneficiary, he shall be compensated by the general Entrepreneur in the amount of damage.
- 11.7. If the reasons of coercion or interruption are imputable to one of the contracting parties, then the other party can make claims for compensation of incurred damages, which can be proven.
- 11.8. For refusal to perform the works not specified in the present Contract, the performance guarantee of the contract shall be retained, if it was formed under the provisions of paragraph 7.9, otherwise the Entrepreneur shall be charged a penalty in the amount of ___% [indicate the percentage] of the total amount of the contract.
- 11.9. For delayed execution of works, the Entrepreneur bears full liability amounting to 0.1% of the sum of works, for each day of delay, but not more than ___% [percentage point] of the total amount of this contract. If the delay exceeds _____ days, it is considered as refusal to

execute the work under this contract and the Entrepreneur shall be retained the performance guarantee of the contract, if it was established in accordance with paragraph 7.9.

- 11.10. For delayed payment, the Beneficiary bears full liability in the amount of ___% [*percentage point*] of the amount of works for each day of delay, but not more than ___% [*percentage point*] of the total amount of this contract.
- 11.11. The beneficiary shall not be responsible for any damage - interests, compensation payable under the legal provisions in respect of, or due to an accident or injury to a worker or other person employed by the general Entrepreneur, except an accident or injury resulting from the fault of Beneficiary, its agents or employees.

12. Settlement of disputes

- 12.1. In disputes concerning the quality and properties of building materials, verification procedures, fairness of sample testing, construction machinery, either party may, after submitting a prior notice to the other party, request research by a public research institution. The costs are borne by the party whose guilt was proven.

13. Termination of contract

- 13.1. The general Entrepreneur may request the termination of contract, if:
- a) The Beneficiary does not fulfill an obligation undertaken by him, and thereby creates the situation when the general Entrepreneur can not execute the work;
 - b) The Beneficiary does not perform any payment for more than 3 months;
 - c) The Beneficiary notifies the general Entrepreneur that for unforeseen reasons and due to economic circumstances it is impossible to continue the fulfillment of its contractual obligations.
- 13.2. The Beneficiary can request the termination of contract, if:
- a) the general Entrepreneur has been declared bankrupt, undergoes liquidation in order to merger or has a mortgage on capital;
 - b) the general Entrepreneur has abandoned the contract;
 - c) the general Entrepreneur does not start the works without having a valid reason or does not start the suspended works within a reasonable period from the receipt of the written notice of restarting the works;
 - d) the general Entrepreneur did not remove the unsuitable materials from the site or rebuilt a work in the deadline set by the present contract.
- 13.3. The request for termination of contract for the reasons mentioned in paragraphs 13.1 and 13.2 of this Article shall be communicated in writing to the contracting party with at least 15 working days prior to the requested date of termination.
- 13.4. The Beneficiary, in case of termination of the contract, convenes the reception committee which shall conduct the quantitative and qualitative reception of completed works.
- 13.5. In case of termination, the Beneficiary shall provide the statement of works actually carried out, the inventory of materials, equipment and temporary works. Then, it shall determine the amounts to be paid in accordance with the contract and the damage incurred by the general Entrepreneur, from the fault of which the contract is terminated.
- 13.6. The payment of performance guarantee shall be performed only after the expiry of the guarantee period (after final acceptance), and in cases referred to in subparagraphs c) and d) of paragraph 13.1 of the present Article after termination of contract.
- 13.7. After the termination of contract, the Beneficiary shall continue the execution of works by observance of legal provisions.
- 13.8. The Beneficiary convenes the reception commission which shall perform the quantitative and qualitative reception of executed works in maximum 15 days from the date of contract termination.

14. Final provisions

- 14.1. The following documents (annexes to the present contract) shall be read and interpreted as integral parts of the present contract:
- a. Acceptance letter;
 - b. The present contract form, which shall be filled in and signed;
 - c. The bid, form of bid and annex to the bid form;
 - d. Specifications (technical specifications)
 - e. Lists with quantities of works and equipments, bid estimates and lists with annexed consumed resources;
 - f. Drawings (drawings of the technical project);
 - g. Tabela with additional information.
- 14.2. The documents of the contract shall be drawn up in the state language, and if necessary, in another international language.
- 14.3. In cases where ambiguities or discrepancies arise in the provisions of this contract, they will be clarified by the Beneficiary who will issue instructions in this regard for the general Entrepreneur.
- 14.4. No modifications can be done in the contract without the consent of both parties.
- 14.5. The present Contract is concluded upon signature and shall enter into force after its registration by the Agency for Public Acquisitions and, where appropriate, by the State Treasury and territorial treasuries of the Ministry of Finance, and shall be valid until December 31, 20_____.
- 14.6. The present contract represents the will of both parties and is signed this day, “___” _____20_____.
- 14.7. To confirm the above mentioned, the Parties have signed the present Contract under the law of the Republic of Moldova, on the date and year mentioned above.

15. Legal, post and payment details of parties

“ BENEFICIARY”:

Address:
Tel./Fax:
Name of
bank:
Address of
bank:
Bank
code:
Settlement
account:
Tax code:

“ ENTREPRENEUR”:

Address:
Tel./Fax:
Name of
bank:
Address of
bank:
Bank
code:
Settlement
account:
Tax code:

16. Signatures of parties

“ BENEFICIARY”:

Place for seal

“ ENTREPRENEUR”:

Place for seal