

Request for Quotations (RFQ)

RFQ Number: ICTEC-StartupCityCahul-T4M/S4T-YMC-2021-042

Issuance Date: 05.10.2021

Deadline for Offers: 17.10.2021

Description: **IT equipment (laptops/tablets)**

For: Moldova ICT Excellence Center Project (ICTEC/Tekwill)
EU4Moldova Startup City Cahul Project
Talents for Moldova-Slovakia for Talents Project
YMC – Youth Maker Club Project

Funded By: United States Agency for International Development (USAID),
EU via Sweden,
ICMPD - The International Centre for Migration and Policy Development
LED – Liechtenstein Development Service

Issued by: National Association of ICT Companies (ATIC)

ATIC Point of Contacts: icorbu@ict.md, Ion Corbu, Technical Manager
ioriol@ict.md, Irina Oriol, Deputy Project Coordinator

Section 1: Instructions to Offerors

1. Introduction:

The National Association of ICT Companies (ATIC) is looking for an official supplier, eligible and responsible to provide IT equipment for the following projects/initiatives: the Digital Lab initiative part of “Tekwill in every school program”, as described below in Section 1 (Instruction to Offerors). The given procurement is managed under the ICTEC Project - an official program of the United States Agency for International Development (USAID), Contract Nr. AID-117-A-15-00002, the EU4Moldova Startup City Cahul financed by EU via Sweden, the Youth Maker Club financed by Liechtenstein Development Services (LED) and Talents for Moldova – Slovakia for Talents: Labour mobility programme of ICT graduates between Slovakia and Moldova financed by The International Centre for Migration and Policy Development (ICMPD), Contract ICMPD/2021/MPF/357-005, all carried out in the Republic of Moldova.

For more details please refer to Section 3 – Technical Specifications.

About ATIC: THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is the business Organization uniting 80 companies. Umbrella Organization gathering over 7000 employees.

Being established in 2006, ATIC is the action leading association and the voice of the Moldovan ICT industry that promotes the development of the ICT sector in Republic of Moldova through viable partnerships between companies, similar organizations, government, state institutions and international organizations. The association was founded to represent the industry on different policy and legislative issues and to facilitate the exchange of best practices between members. ATIC mission is to protect and promote the Association members’ interests as well as facilitate a more favorable ICT business climate.

The ICTEC Project (Tekwill) is a USAID program implemented by the National Association of ICT Companies (ATIC). The project will be implemented as a private-public partnership (through Global Development Alliances instrument (GDA)), between the Moldovan Government, private industry, academia and donors. The private partners include multinational companies, IBM and Microsoft, and also Moldovan Association of Private ICT Companies (ATIC) members that are local (operated) ICT companies. The private partners will bring significant new resources, ideas, software, technologies and development activities, such as trainings, practical assignments, and mentorship. The private sector partners will have the chance to use the center to communicate with the university, SMEs, startups, professionals and contribute to the curricula improvement answering the market needs, as well as the improvement of the IT and entrepreneurship ecosystem that will lead to the economic growth of the country. The Government of Moldova supports this project at the highest level of the Prime Minister, and the partners include Ministry of ICT, Ministry of Education, and E-Government Center. The space will be provided by the Technical University, as part of the Government commitment to this project. The e-Government Center will use the center as a training and capacity building resource for the public e-transformation and IT managers.

The EU4Moldova: Startup City Cahul Project financed by EU through Sweden is in line with the Annual Action Programme 2019 in favor of the Republic of Moldova and its Action entitled, based on the Commission Decision ENI/2019/042-243.

The overall objective of the Action is to harness and strengthen the potential of the digital economy and enhance regional competitiveness, its business and its investment environment.

The specific objectives are:

- Foster partnerships for innovation and entrepreneurship between the private sector, public sector and educational institutions in the region of Cahul.
- Promote technology, problem solving and creative solutions in learning and make STEM topics (Science, Technology, Engineering and Mathematics) more attractive for women and men, girls and boys.
- Facilitate the emergence of start-ups in innovative sectors, build their capacity and investment readiness.

Youth Maker Club (YMC) project, financed by Liechtenstein Development Service, is targeting the VET students, and contribute to development of creativity, spirit of innovation, critical thinking, problem analysis, finding of solution and other important skills, highly accounted nowadays by labor market.

The project objective is to enhance tech skills and increased awareness about career paths in Maker/tech industry among YMC participants

Within the project will be established Maker communities among VET students from 3 localities: Chisinau, Balti and Cahul, so there is space for all to join and, with the support and guidance of mentors, the young people can develop new maker/tech projects, products, express their creativity and novelty in different areas of daily life, using evolving technologies.

Talents for Moldova: Mobility and Career Advancement Program for ICT Students and Graduates between Slovakia and Moldova

Talents for Moldova is a mobility and career advancement program that will bring young ICT specialists from Moldova to Slovakia. Through a temporary legal labor migration scheme, this 32-month project will pursue a triple win: enabling Moldovan participants to strengthen their social capital and acquire new skills in a stimulating work environment, addressing the shortage of skilled labour in Slovakia, and ultimately transferring highly sought-after knowledge and expertise to the Moldovan ICT sector.

Offerors are responsible for ensuring that their offers are received by ATIC in accordance with the instructions, terms, and conditions described in this RFQ. Failure to comply with the instructions described in this RFQ may lead to the disqualification of an offer.

2. Offer Deadline and Protocol: Offers must be submitted no later than **17:00, local Chisinau time, on October 17, 2021.**

Offers received after the specified time and date will be considered late and will NOT be evaluated by ATIC.

Electronic Submission Only:

The only acceptable submission method is electronic – via email.

Any email offers must be sent to the following address:

to: icorbu@ict.md, Ion Corbu, Technical Manager

cc: loriol@ict.md, Irina Oriol, Deputy Project Coordinator,
oandriuta@ict.md, Olga Andriuta, Project Manager

Offers must be submitted in one package in pdf format files, including the Forms A-F and other mandatory documents required by this solicitation documents – details in Section 3 - Technical Specifications. The Quotation for the requested goods shall follow the FORM F – Financial offer.

All offers must be prepared in one of the 3 languages: English, Romanian or Russian.

3. Questions: Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 17:00, local Chisinau time on October 17, 2021, by email to icorbu@ict.md, **cc:** loriol@ict.md, oandriuta@ict.md. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that ATIC believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by ATIC will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of ATIC or any other entity should not be considered as an official response to any questions regarding this RFQ.

4. Specifications: Section 3 contains the technical specifications of the required items. All commodities offered in response to this RFQ must be new and unused. In addition, all electrical commodities (if applicable), must operate on 240V, 50Hz.

Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

5. Quotations: Quotations in response to this RFQ must be set on a fixed-price, all-inclusive basis, including delivery and all other costs required at Section 3. Pricing must be presented in MDL.

Currency of Quotation: Pricing must be presented in MDL (VAT 0% and exempt of customs taxes).

Quotation validity: Offers must remain valid for no less than ninety (90) calendar days after the offer deadline. In exceptional circumstances, ATIC may request Companies to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.

Partial quotations: allowed per LOT only

In addition, offerors responding to this RFQ are requested to submit a copy of their official registration or business license.

Mandatory documents to be submitted: Offerors responding to this RFQ are requested to submit the following documents:

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Offeror's Summary Sheet (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence Regarding Responsibility Matters (see FORM E)
- Dully filled in Quotation form (FORM F), in line with the technical specifications (Detailed offered technical description of the offered goods);
- Copy of Company's Registration Certificate;
- Tax Registration/ no debt Certificate issued by the Tax Authority evidencing that the Bidder has no debts
- Manufacturer's authorization to act on behalf of the manufacturer, if the offeror is not the manufacturer of goods
- Export/Import Licenses, if applicable
- Name and address of the authorized entity/Service Center in Chisinau, Moldova for warranty/ guarantee repair, maintenance services (including registration certificate)
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the supplier, if any
- Certificates of quality and origin for the offered goods
- Environmental Compliance Certificates, Accreditations, and/or Markings/Labels, and other evidences of the Supplier's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures
- Most recent Income Statement and Balance Sheet, for the last 3 years; ATIC has the right to reject any offer if submitted by a Supplier whom is not financially capable and/or had serious financial problems – low liquidity ration, (ATIC may check offeror's financial capacity of the Offeror and has the authority to seek references from concerned parties & banks on the Company's financial standing;
- A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users (where applicable);
- Description of warranty arrangements, name and address of the authorized service in the Republic of Moldova (please describe the procedure).
- 3 Reference Letters (proof of satisfactory performance) from Clients in terms of (3) years;
- **In case the Offeror's cost proposal exceeds the equivalent of USD 50,000, the Offeror shall provide a bank guarantee in amount of 2% per model annex No.1 below. The bank guarantee must be annexed to Cost Proposal**

6. Delivery: Chisinau – Tekwill center, Studentilor str. 9/11

7. Customs clearance of goods shall be done by the supplier.

8. Source/Nationality/Manufacture: The authorized geographic code under this specific agreement is 110. In any case, offerors may not offer or supply any goods or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

9. Warranty: The warranty coverage must be valid on all goods/services/works for a minimum of three (3) years after delivery/execution and acceptance of the services/works, unless otherwise specified in the technical specifications (Section 3). The full warranty shall include maintenance, troubleshooting and repair including provision of spare parts.

10. Taxes and VAT: The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under an order resulting from this RFQ. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by ATIC. The Subcontractor shall immediately notify ATIC if any such taxes are assessed against the Subcontractor or its subcontractors/suppliers at any tier. The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract. The Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

11. Eligibility: By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, bankrupt, or otherwise considered ineligible for an award.

The offeror shall prove its eligibility and qualification by providing supporting documents to comply with the above:

<u>Eligibility</u>	<u>Criteria</u>	
Legal status	Company is a legally registered entity.	Filled and Signed Form A – application Form
Eligibility and conflicts of interest	<ul style="list-style-type: none"> - Supplier is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization, US Government, EU or other international Organization. - Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the supplier that could impair its operations in the foreseeable future. - No conflicts of interest in accordance. 	Signed/Filled in FORM D. Certification Regarding Responsibility Matters, FORM B. Letter of Transmittal, FORM C. Certificate of Independent Price Determination
Licenses, Authorizations, Certificates	<ul style="list-style-type: none"> - Manufacturer’s authorization to act on behalf of the manufacturer, if the offeror is not the manufacturer of goods. - Export/Import Licenses, if applicable - Tax Registration/ no debt Certificate issued by the Tax Authority evidencing that the Bidder has no debts 	Statements to be provided

	<ul style="list-style-type: none"> - Name and address of the authorized entity/Service Center in Chisinau, Moldova for warranty/ guarantee repair, maintenance services (including registration certificate) - Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the supplier, if any - Certificates of quality and origin for the offered goods - Environmental Compliance Certificates, Accreditations, and/or Markings/Labels, and other evidences of the Supplier's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures - List and value of major contracts of similar nature and size successfully completed in the past three years, (year, client, amount, contact details) - Most recent Income Statement and Balance Sheet, for the last 3 years; ATIC has the right to reject any offer if submitted by a Supplier whom is not financially capable and/or had serious financial problems – low liquidity ration, (ATIC may check offeror's financial capacity of the Offeror and has the authority to seek references from concerned parties & banks on the Company's financial standing 	<p>-provide information /separate documents</p> <p>-Describe in FORM E.</p> <p>Evidence of Responsibility Statement / Separate document</p> <p>-Provide copies</p>
Qualification	<ul style="list-style-type: none"> - No contract non-performance in the last 3 years (because of default/bankruptcy) - No court or arbitral decisions against the supplier in the last 3 years 	<p>Signed Form D</p> <p>Certification regarding responsibility Matters</p>
	<ul style="list-style-type: none"> - At least 3-years of experience in supplying and provision of IT equipment 	<p>Describe in FORM E.</p> <p>Evidence of Responsibility Statement</p>

12. Evaluation and Award: The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a **lowest-price, technically-acceptable basis**, business experience, the visual aspect of the work to be performed, similar objects in the past and short production and installation terms.

Technical Evaluation	<ul style="list-style-type: none"> ▪ The offers will be evaluated for their compliance/non-compliance with the technical requirements and specifications stated in this RfQ (pass -Yes, Fail -No) 	
	<ul style="list-style-type: none"> Full compliance of Offer to the Technical Requirements ▪ Full compliance of offered goods to the Technical Specifications and required quality standards ▪ Availability of certificates of quality and origin for the offered equipment ▪ Equipment offered shall be FCC compliant and shall be compatible with the Microsoft Hardware Compatibility List ▪ Acceptability of after-sales service capacity and appropriateness of service network in areas of delivery ▪ Ability to deliver goods in all areas required by this RfQ 	<p>Filled in Form F – Quotation form (tables 1 and 2) and</p>
Financial Evaluation	<ul style="list-style-type: none"> • Compliance with pricing conditions described in the RFQ 	<ul style="list-style-type: none"> • Filled in Form F – Quotation form

	<ul style="list-style-type: none"> • Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. • Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) • Comparison with budget/internal estimates. 	
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Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. ATIC reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, ATIC reserves the right to conduct any of the following:

- ATIC may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, **ATIC may issue a partial award or split the award** among various suppliers, if in the best interest of the Project.
- ATIC may cancel this RFQ at any time.

Please note that in submitting a response to this RFQ, the offeror understands that **USAID, EU-Sweden, LED or EMA/IMCPD** are not party to this solicitation and the offeror agrees that any protest hereunder must be presented - in writing with full explanations - to the ICTEC Project for consideration, as **USAID, EU-Sweden, LED or EMA/IMCPD** will not consider protests regarding procurements carried out by implementing partners. ATIC, at its sole discretion, will make a final decision on the protest for this procurement.

13. Terms and Conditions: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate ATIC or any of the projects financing the procurement to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to ATIC’s standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note that the following terms and conditions will apply:

a)

Payment No.	Installments	Payment Amount
1	In 15 days after signing the contract	30 % of subcontract fixed price
2	In 15 days after delivery of goods	70% of subcontract fixed price

- b) Payment will be made in MDL, via wire transfer to the account specified in the Subcontractor’s invoice. Payment of unpaid balances will be made upon completion and final acceptance of all works and deliverables by ATIC. Any invoices for services rendered and deliverables submitted - but not accepted by ATIC - will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that ATIC may approve the deliverables and thus the invoice.
- c) Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- d) Any award resulting from this RFQ will be firm fixed price, in the form of a purchase order.

- e) *No goods or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.*
- f) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.- flag carriers/vessels.
- g) United States and EU laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.
- h) Economic resources provided by the EU under this Project shall not be made available to, or for the benefit of, third parties - whether entities, individuals or groups of individuals - designated by the EU as subject to restrictive measures in the lists provided at www.sanctionsmap.eu ("EU Restrictive Measures").
The Cooperation Partner shall cooperate with Sida and/or the Contracting Authority in assessing if the third parties - whether entities, individuals or groups of individuals - identified by the Cooperation Partner as recipients of funds in connection with the implementation of the respective Contribution Agreement fall under the scope of EU Restrictive Measures. In the event that such recipients would fall under the scope of EU Restrictive Measures, the Cooperation Partner shall promptly inform Sida and/or the Contracting Authority.
- i) The title to any goods supplied under any award resulting from this RFQ shall pass to ATIC following delivery and acceptance of the goods by ATIC. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to ATIC.

At any time during the validity of the quotation, ATIC shall not accept any changes in unit prices, due to escalation, inflation, exchange rates fluctuation, or other market factors, after the receipt of the quotation.

At the time of award of the Contract, ATIC reserves the **right to increase or decrease the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer**, without changes in the unit price or other terms and conditions.

Section 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ: the list of documents as per Section 1, p.5 Mandatory documents to be submitted:

Section 3: Technical Specifications and Requirements

The table below contains the List of the required goods/services. Offerors are requested to provide quotations, including the technical specifications of the IT equipment, containing the information below on official letterhead or official quotation format (As per FORM F – Quotation Form).

Nr	Goods and Technical Specifications	Country of Import	Measure unit	Quantity per Donor	Total Quantity
1	Notebooks				

1.1	<p>Display: 15.6" IPS FHD (1920x1080) Non-glare, CPU: AMD Ryzen 5 (Gen 2021), (6x Core), or Intel Core i5 (Gen2021), (6x Core), RAM: 8Gb PC4-25600, Storage: 512Gb SSD, Ports: HDMI, Gbit Ethernet RJ45, 1xUSB-C, min. 2xUSB 3.0 , 1 microphone in, 1 headphone or combo, Slots: Card Reader Wireless conn: 802.11ac, Bluetooth HD Webcam, Keyboard: English, Russian OS: Win 10 PRO 64 bit, Software: Microsoft Office 2019 Home and Student ENG (perpetual license) Color: Black, gray, or silver Warranty: 3 years</p>			ICTEC - 75 units	75
1.2	<p>Display: 15.6" IPS FHD (1920x1080) Non-glare, CPU: AMD Ryzen 5 (Gen 2021), (6x Core), or Intel Core i5 (Gen2021), (6x Core), RAM: 16 Gb PC4-25600, Storage: 512Gb SSD, Video card: discreet 2 Gb, Ports: HDMI, Gbit Ethernet RJ45, 1xUSB-C, min. 2xUSB 3.0 , 1 microphone in, 1 headphone or combo, Slots: Card Reader Wireless conn: 802.11ac, Bluetooth, HD Webcam, Keyboard: English, Russian OS: Windows 10 PRO 64 bit, Software: Microsoft Office 2019 Home and Student ENG (perpetual license) Color: Black, gray, or silver Warranty: 3 years</p>			ICTEC - 15 units EU - 30 units	45
1.3	<p>Display: 15.6" IPS FHD (1920x1080) Non-glare, CPU: AMD Ryzen 7 (Gen 2021), (8x Core), or Intel Core i7 (Gen2021), (8x Core), RAM: 16 Gb PC4-25600, Storage: 512Gb SSD, Video card: discreet 4Gb, Ports: HDMI, Gbit Ethernet RJ45, 1xUSB-C, min. 2xUSB 3.0 , 1 microphone in, 1 headphone or combo, Slots: Card Reader</p>			Talents for Moldova-Slovakia for Talents - 18 units	18

	Wireless conn: 802.11ac, Bluetooth, HD Webcam, Keyboard: English, Russian OS: Windows 10 PRO 64 bit, Software: Microsoft Office 2019 Home and Student ENG (perpetual license) Color: Black, gray, or silver Warranty: 3 years				
1.4	Display: 15.6" IPS FHD (1920x1080) Non-glare, CPU: AMD Ryzen 5 (Gen 2021), (6x Core), or Intel Core i5 (Gen2021), (6x Core), RAM: 8Gb PC4-25600, Storage: 512Gb SSD, Ports: HDMI, Gbit Ethernet RJ45, 1xUSB-C, min. 2xUSB 3.0 , 1 microphone in, 1 headphone or combo, Slots: Card Reader Wireless conn: 802.11ac, Bluetooth HD Webcam, Keyboard: English, Russian OS: Win 10 PRO 64 bit, Color: Black, gray, or silver Warranty: 3 years			YMC – 30 units	30
2	Wireless Mouse				
2.1	Wireless mouse 2.4GHz with USB Mini Receiver, 1000 DPI Optical Tracking, Battery			ICTEC 90 units EU 30 units Talents for Moldova- Slovakia for Talents 18 units YMC - 30 units	168
3	Notebook bag & backpack				
3.1	Bag for Laptop 15.6" Color: black			Talents for Moldova- Slovakia for Talents 2 units	2
3.2	Backpack for Laptop 15.6" Color: black			Talents for Moldova- Slovakia for Talents 1 units	1
4	Graphics tablets				
4.1	Display size: 15.6" 1920*1080 Aspect ratio: 16:9 Ports: USB 2.0, HDMI Pen: 8192 pressure levels			ICTEC	15

Annex 1. Bank Guarranty in Romanian

(In case the Offeror's cost proposal exceeds the equivalent of USD 50.000).

GARANȚIA PENTRU OFERTA (GARANȚIA BANCARĂ)

[Banca emitentă va completa acest formular de garanție bancară în conformitate cu instrucțiunile indicate mai jos. Garanția bancară se va imprima pe foaie cu antetul băncii, pe hârtie specială protejată.]

[Numele băncii și adresa oficiului sau a filialei emitente]

Beneficiar: _____ [numele și adresa autorității contractante]

Data: _____

GARANȚIE DE OFERTĂ Nr. _____

[denumirea băncii] a fost informată că [numele ofertantului] (numit în continuare „Ofertant”) urmează să înainteze oferta către Dvs. la data de _____ (numită în continuare „ofertă”) pentru livrarea/prestarea _____ [obiectul achiziției] conform invitației la licitația nr. _____ din _____ 202_ [numărul și data licitației].

La cererea Ofertantului, noi, [denumirea băncii], prin prezenta, ne angajăm în mod irevocabil să vă plătim orice sumă sau sume ce nu depășesc în total suma de [suma în cifre] ([suma în cuvinte]), la primirea de către noi a primei solicitări din partea Dvs. în scris, însoțite de o declarație în care se specifică faptul că Ofertantul încalcă una sau mai multe dintre obligațiile sale referitor la condițiile ofertei, și anume:

- a) și-a retras oferta în timpul perioadei valabilității ofertei sau a modificat oferta după expirarea termenului-limită de depunere a ofertelor; sau
- b) fiind anunțat de către autoritatea contractantă, în perioada de valabilitate a ofertei, despre adjudecarea contractului: (i) eșuează sau refuză să semneze formularul contractului; (ii) nu acceptă rectificarea erorilor aritmetice, efectuată de către grupul de lucru, erori depistate în ofertă în timpul examinării ei; sau (iii) eșuează sau refuză să prezinte garanția de bună execuție, dacă se cere conform condițiilor licitației, ori nu a executat vreo condiție specificată în documentele de licitație, înainte de semnarea contractului de achiziție.

Această garanție va expira în cazul apariției uneia dintre următoarele situații:

a) Ofertantul devine ofertant câștigător, la primirea de către noi a copiei înștiințării privind adjudecarea contractului și în urma emiterii Garanției de bună execuție eliberată către Dvs. la solicitarea Ofertantului, sau

b) Ofertantul nu devine ofertant câștigător, fie în urma primirii de către noi a copiei înștiințării Dvs. despre numele altui ofertant câștigător; fie la terminarea perioadei de treizeci de zile după expirarea valabilității ofertei depuse de către Ofertant în cadrul licitației.

Prin urmare, orice cerere sau plată în conformitate cu această garanție trebuie recepționată de către noi la oficiu pînă la data respectivă inclusiv.

Prezenta garanție este valabilă pînă la data de _____.

[semnătura autorizată a băncii]