

## Request for Quotations (RFQ)

RFQ Number:	#StartupCityCahul-2023-007
Deadline for offers	April 07, 2023, 15:00 Chisinau time
Description	Provision of refurbishment works for the construction of Phase 1 of the EU4Innovation multifunctional ICT Center in Cahul within the EU4Moldova: Startup City Cahul project
For	EU4Moldova: Startup City Cahul
Funded By	European Union in Moldova through a delegated agreement with Sweden
Issued by	National Association of ICT Companies (ATIC)
ATIC Point of Contact:	<a href="mailto:csirbu@ict.md">csirbu@ict.md</a> - Sirbu Cristina, Procurement Specialist <a href="mailto:achirita@ict.md">achirita@ict.md</a> - Ana Chirita, Strategic Projects Director

### **SECTION 1: INTRODUCTION AND INSTRUCTIONS TO OFFERORS**

#### **1.1 Acronyms and Definitions**

ATIC	National Association of ICT Companies
Donor	Organization that finances the implemented project/program
EU	European Union
ICT	Information and Communication Technology
IT	Information Technology
Project	Project implemented by ATIC
ToR	Terms of Reference
VAT	Value Added Tax

#### **1.2 Introduction:**

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (ATIC) is looking for eligible, experienced, and responsible construction company(-ies) able to undertake the refurbishment works of the premises of the Phase 1 of EU4Innovation multifunctional ICT Center in Cahul.

*For more details on requirements, please refer to:*

- *Annex 1 – Workbook for refurbishment and Specifications.*
- *Annex 2 – Technical design project.*

#### **1.3 Offer Deadline and Submission Protocol:**

Offers must be submitted not later than **April 07, 2023, 15:00, Chisinau time.**

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:** [csirbu@ict.md](mailto:csirbu@ict.md) – Sirbu Cristina, Procurement Specialist  
**cc:** [achirita@ict.md](mailto:achirita@ict.md) – Ana Chirita, Strategic Projects Director

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 Annex 2 - Technical design project. The Quotation for the requested works shall follow the FORM F – Quotation Form.

Please refer to the RFQ number in any response to this RFQ.  
 All offers must be prepared in one of the 3 languages: English, Romanian or Russian.

#### **1.4 Questions and Requests for Clarifications:**

Questions regarding the technical or administrative requirements of this RFQ may be submitted **no later than April 06, 15:00 Chisinau time** by email to [csirbu@ict.md](mailto:csirbu@ict.md), cc [achirita@ict.md](mailto:achirita@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.

#### **1.5 Technical and Cost Volume**

##### **1.5.1 Technical Volume**

The Technical Volume should describe in detail the offeror's quotations plan for providing the services and commodities described in the specifications found in Annex 1. It should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The plan should include details on equipment, personnel, and subcontractors that the offeror will make available to carry out the required activities. The plan should also provide details on the anticipated delivery schedule, including an estimated completion date.

**At a minimum, the Technical Volume must contain the following required completed documents:**

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Certificate of Independent Price Determination (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence of Responsibility Statement (see FORM E)
- Certificate of Business Registration (including for subcontractors)
- Copy of official registration and business license if applicable (also for subcontractors – if any)
- 3 (three) Satisfactory performance statements from Clients, issued within the past 3 years for similar construction sites;
- Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidence of the Offeror'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, if applicable;

- Patent Registration Certificates, if any of technologies submitted in the Offer is patented by the Offeror
- Works execution schedule - schedule for execution of contract (as per Annex 1)
- The latest Financial Statements (Income Statement and Balance Sheet) or registered Financial Reports at the Statistical Bureau for the past 1 (one) year for the Offeror;
- Certificate of regular payment of taxes - copy - or certificate issued by the Tax Inspectorate on double taxation records
- Warranty statement – minimum 3 years on material and labor and equipment;
- Company Profile, which should not exceed fifteen (15) pages, including, printed brochures and product catalogues relevant to the goods and/or services being procured (including for subcontractors). Please include the relevant information regarding subcontractors and the share of contract (%) they are going to complete.

FORMS A-F – attached word file to this RFQ.

### 1.5.2 **Delivery: DAP.**

As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the execution timeframe (after order receipt). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.

#### **Delivery locations:**

The place of delivery of the refurbishing works is the Cahul City, while the place of delivery of signed documents such as fiscal documents, reports for executed works and any other important documents is Chisinau (The Project Office in Chisinau).

**Expected delivery:** In case of delays caused by the fault of the Contractor, ATIC may apply penalties. Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the civil works by the delivery date(s) stipulated in the contract, the Provider shall immediately consult with ATIC to provide an alternative solution, at Provider's cost (unless the delay is due to Force Majeure), if reasonably so requested by ATIC.

#### **Packing requirements:**

Packing of goods and materials used for constructions works should be performed as per standard procedures: it is the responsibility of the selected supplier to ensure that the delivered goods are intact/not tampered with. Damaged items will not be received and should be replaced with a new one of the same specifications.

#### **Subcontracting arrangements:**

During the execution of the refurbishing works, shall the main contractor be the hiring subcontractors, the offer must clearly identify the subcontractor(s), contact information of subcontractor(s), and the work they will perform, including the share (%) in the offer that is planned to be subcontracted (the Offeror will provide all the necessary documents required in this RFQ or additional information required by ATIC related to the proposed subcontractor). ATIC will not refuse an offer based upon the use of subcontractors; however, ATIC retains the right to approve or reject the specific subcontractors selected. In case of a change of subcontractors during contract implementation, the Contractor shall inform ATIC and obtain its approval for the new subcontractor(s).

All electronic copies of documents in the Technical Volume must be in PDF format.

### 1.5.3 Cost Volume

Considering the assignment's complexity, the cost quotation determines which quotations represent the best value and serve as a basis of negotiation before award of a contract.

It should offer a clear understanding of the amount of work, diverse types of activities (if applicable), but offer a fixed price for the assignment, considering all the details.

If relevant, the cost quotation shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. ATIC reserves the right to request additional cost information if the evaluation committee has concerns about the reasonableness, realism, or completeness of an offeror's proposed cost.

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 Moldova. No such taxes, charges, tariffs, duties, or levies will be paid under an order resulting from this RFQ.

**Currency of Quotation:** Financial offers must be presented in **MDL** or **EUR** only. No other currencies accepted. (For evaluation quotations, ATIC will convert the cost quotations into EUR at the NBM exchange rate valid on the RFQ deadline).

**Format of Financial Quotation:** In formulating its financial quotation, the offeror should be guided by the *FORM F – Financial Offer (attached to the RFQ)*.

**Partial Quotes:** not allowed.

### 1.6 Custom clearance

Custom clearance of goods necessary for the completion of the required civil works, shall be done by the supplier (if applicable).

### 1.7 Validity Period

Offers must remain valid for at least 120 calendar days after the RFQ deadline.

### 1.8 Eligibility of Offerors

By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award. ATIC will not award a contract to any firm that is debarred, suspended, or considered to be ineligible.

As per EU procurement rules, a contractor is eligible if:

- it is not included in the EU Sanctions List or is subject to EU Restrictive Measures provided at [www.sanctionsmap.eu](http://www.sanctionsmap.eu) and all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project are not included in the EU Sanctions List or are subject to EU Restrictive Measures and none part of the Fee is made available to, or for the benefit of, persons, groups and entities designated under the EU Sanctions List or subject to EU Restrictive Measures. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary if it reveals that any recipient of such funds falls under the EU Sanctions List / EU Restrictive Measures.
- it does not support activities that contribute to money laundering, terrorism financing, tax

- avoidance, tax fraud or tax evasion;
- it refrains from corruption and other irregularities and requires all its employees, consultants, suppliers and contractors involved in fulfilment of this assignment to refrain from any such corruption and other irregularities. Corruption and other irregularities refer to all kinds of: (1) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain; (2) misappropriation of cash, inventory and all other kinds of assets; (3) financial and non-financial fraudulent statements; (4) all other use of Project/Core Activities funds which is not in accordance with the work plan and Budget approved under SIDA-ATIC Agreement. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary of any indication of corruption and other irregularities and investigate the presence of corruption and other irregularities and act, including legal actions, against persons suspected of corruption and other irregularities;
- it takes all necessary precautions to avoid any conflicts of interest in all matters related to fulfilment of this Agreement or implementation of any part of the Project and ensures its employees, consultants, suppliers and contractors are not placed in a situation which could give rise to conflict of interest. A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person fulfilling the Agreement and/or implementing of any part of the Project is compromised.

#### **Only one Offer allowed**

- The Offeror (including the Lead Entity on behalf of the individual parties of any Joint Venture/ Consortium/ Association) shall submit only one Offer, either in its own name or, if a joint venture/Consortium/Association, as the lead entity of such Joint Venture/Consortium/Association. Offers submitted by two (2) or more Offerors shall all be rejected if they are found to have any of the following:
  - a) they have at least one controlling partner, director, or shareholder in common; or
  - b) they have the same legal representative for purposes of this RFQ;
  - c) any one of them receive or have received any direct or indirect subsidy from the other/s; or
  - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Offer of, another Offeror regarding this RFQ process;
  - e) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Bid under its name as lead Bidder; or
  - f) some key specialists proposed to be in the team of one Offeror participates in more than one Offeror received for this RFQ process. This condition relating to the specialists does not apply to subcontractors being included in more than one Offer.

### **1.9 Evaluation and Basis for Award**

Offerors will be selected, based on the RFQ instructions, completeness of offer (mandatory documents), compliance to the eligibility requirements Evaluation Method for Contract Award: Lowest priced eligible, qualified, and technically responsive offer.

#### **Confidentiality**

- Information relating to the examination, evaluation, and comparison of Offers, and the recommendation of contract award, shall not be disclosed to Offerors or any other persons not officially concerned with such process, even after publication of the contract award.

- Any effort by an Offeror or anyone on behalf of the Offeror to influence ATIC in the examination, evaluation and comparison of the Offers or contract award decisions may result in the rejection of its Offer, at ATIC's decision.

### Offeror's minimum professional qualification criteria:

- Minimum of 5 years of relevant experience in refurbishment work.

Best value will be decided using the scoring method (technical scoring + financial scoring). That means that each quotation will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in this RFQ. If technical scores of several proposers reaching or exceeding the minimum pass score are determined to be equal or nearly equal, cost will become the determining factor.

ATIC may award the contract to a higher priced offeror if a determination is made that the higher technical score of that offeror merits the additional cost/price.

The rating of each quotation will be defined based on the accumulated total scoring: technical and financial scorings. Priority will be given to the highest scored offers, within the limits of the available budget.

In evaluating quotations, ATIC will use the following evaluation criteria:

#	Evaluation Criteria and Sub-criteria	Maximum points
<b>1</b>	<b>TECHNICAL EVALUATION*</b>	<b>Up to 175 pts</b>
<b>1.1.</b>	<b>Technical offer (approach)</b>	<b>Up to 75 points</b>
	<i>a) The Offeror fully understands the objectives and context of the assignment. The proposed approach and the work plan demonstrate fully correspond to this RFQ including Annex 1.</i>	<b>Up to 75 pts</b>
	<i>b) The Offeror has a satisfactory understanding of the objectives and context of the assignment. The proposed approach and work plan matches the specification but requires some adjustments to properly address all tasks described in this RFQ including Annex 1.</i>	<b>Up to 40 pts</b>
	<i>c) The Offeror has a limited understanding of the objectives and context of the assignment. The proposed approach and work plan do not correspond to this RFR including Annex 1 and require major adjustments to properly address the tasks described.</i>	<b>0 pts</b>
<b>1.2.</b>	<b>Company's past performance information</b>	<b>Up to 40 points</b>
1.2.1	<i>Minimum of 5 years of relevant experience in refurbishment work.</i>	<b>Up to 40 pts</b> <i>5 years – 20 pts, 4 pts for each additional year – up to 5 additional years/10 pts;</i>
<b>1.3.</b>	<b>The company's guarantees about the provision of the services and works offered</b>	<b>Up to 60 pts</b>
1.3.1.	<i>Demonstrated capacity to implement and commission all activities within the proposed time frame, which shall not exceed 10 calendar days from deadline.</i>	<b>Up to 40 pts</b> <i>within time frame – 40 pts, with a delay of no more than 20 days - 20 pts; not in time frame - 0 pts;</i>

1.3.2.	Warranty statement – minimum 3 years on material and labor and equipment;	<b>Up to 20 pts</b> 3 years – 14 pts, 2 pts for each additional year – up to 3 additional years pts;
1.3.3.	Warranty statement - minimum 36 (thirty-six) months on works.	<b>Up to 20 pts</b> 3 years – 14 pts, 2 pts for each additional year – up to 3 additional years pts;
<b>2.</b>	<b>OVERALL COST QUOTATION PROVIDED</b>	<b>Up to 75 points</b>
		minimum offer - 75 pts; Evaluated offer pts = (lowest offer \$ x 75 pts)/evaluated offer
	<b>Total Points = Technical + Cost Approach</b>	<b>250 points</b>

**\*Minimum technical passing score – 123 pts (70% of the technical score).** Offers that do not reach the minimum pass score will not be considered for further evaluation.

### **1.10 Negotiations**

The best and final price quotations are requested from all offerors. It is anticipated that awards will be made solely based on these original quotations. However, ATIC reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract.

### **1.11 Terms and Conditions of Contract**

This is a Request for Quotations only. Issuance of this RFQ does not in any way oblige ATIC or the Donor to award a contract, nor does it commit ATIC or Donor to pay for costs incurred in the preparation and submission of a quotation.

This solicitation is subject to the details in Annex 1 and Annex 2. Any resultant award will be governed by these terms and conditions. ATIC reserves the right to revise the content, order, and numbering of the provisions in the actual subcontract document prior to execution by ATIC and the selected awardee. Issuance of a subcontract award is subject to availability of sufficient funds.

## **SECTION 2. BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLE SCHEDULE**

### **2.1 Specifications**

**THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”)** is the business Organization uniting 94 entities. Umbrella Organization that gathers over 9000 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.

#### **Background of the Project**

EU4Moldova: Startup City Cahul is a 4-year project financed by the European Union in Moldova through a delegated agreement with Sweden and implemented by the National Association of ICT Companies (ATIC). The project runs between September 2020-September 2024 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 project 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.

One of the main activities of the project is the establishment of the EU4Innovation Centre in Cahul (further referred as “Centre”) to serve as a focal point for technological entrepreneurship, digital education, investment attraction, competitiveness enhancement and regional development in the South of Moldova. It had been planned that the construction of the Centre started in 2022 and open in 2023 for students, companies, freelancers, entrepreneurs.

**Scope of Work**

ATIC is looking for a company(s) or that has proven experience in renovation works of similar complexity to those described in this tender. The purpose of the works is to renovate the premises of the Startup City Cahul ICT Innovation Center, located at the State University of Cahul in Cahul, a space measuring 250 square meters.

The scope of works is to carry out, internal finishing works.

Transportation of materials shall be the responsibility of Contractor(s). Construction waste resulted from civil works will be evacuated by the respective Contractor to authorized dumps. Detailed technical specifications for required works are described in the Annexes 1 and 2 to the present RFQ.

The Contractor shall provide all labor, materials, equipment, supplies, transportation, machinery, tools and travel necessary to perform this contract and execute all the works in accordance with local and international standards and requirements.

**SECTION 3. PAYMENT AND FINANCIAL OBLIGATIONS**

**3.1 Contract Price**

The Contractor shall complete the services (including furnishing all labor, material, commodities, equipment, if applicable, and services) required under this contract for the fixed price indicated in the offer. This price shall include all equipment, commodities, shipping costs, licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

The Contractor will be paid the installment amounts listed under the column named “Payment Amount” only upon successful completion and acceptance by ATIC of all corresponding deliverables listed in the column named “Corresponding Deliverable Name.”

**3.2 Payment Terms**

ATIC will pay the total price through a series of installment payments as provided in Article 1.9

above, after the Contractor's completion of the corresponding deliverables and ATIC acceptance thereof. The Contractor may submit invoices for deliverables accepted and approved by the authorized ATIC representative. ATIC will pay the Contractor's invoice within fifteen (15) working days after the following conditions have been fulfilled:

- a) the Contractor has delivered a proper invoice,
- b) and certificate of acceptance of deliverables is signed by both parties;

Payment will be made in MDL of EUR (in MDL if the contracted audit company is registered on the territory of the Republic of Moldova), paid via wire transfer to the account specified in the Contractor'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 Contractor makes sufficient revisions to the deliverables such that ATIC may approve the deliverables and thus the invoice.

#### **Payment Will be as Follows:**

- 100% of the invoice - within 15 banking days from the receipt of the invoice by ATIC and the approval of the certificate of acceptance of the deliverables signed by both parties by ATIC and the Donor.

#### **3.3 Invoice Requirements**

The Contractor shall present an invoice to ATIC only for services accepted by ATIC. The invoice must be an original invoice, submitted to:

ATIC  
Attention: Accountant Office  
National Association of ICT Companies

To constitute a proper invoice, the Contractor's invoice must include the following information and/or attached documentation. This information will assist ATIC in making timely payments to the Contractor:

1. Contractor legal name, contract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding value.
3. Name of the corresponding ATIC project for which the services are being provided and contact reference.
4. Bank account information to which payment shall be sent.

#### **3.4 Taxes and VAT**

This contract is entered into by ATIC on behalf of the Project (s) mentioned above, an official program of the mentioned Donors in the Republic of Moldova.

As such, this contract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in Republic of Moldova. The Contractor shall not pay any host country taxes, VAT, tariffs, duties, levies, etc. from which these Donor programs are exempt. If any exempt charges are paid by the Contractor, they will not be reimbursed to the Contractor by ATIC. The Contractor shall immediately notify ATIC if any such taxes are assessed against the Contractor or its subcontractors/suppliers at any tier.

The Contractor 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 Contractor and who are directed to work as required under this Contract. The Contractor is liable for payment of all applicable taxes associated with revenues (profit), and other

such taxes, fees, or dues for which Contractor is normally responsible because of operating its business.

### 3.5 **Set-Off Clause**

ATIC reserves the right to set off against amounts payable to the Contractor under this contract or any other agreement in the amount of any claim or refunds ATIC may have against the Contractor.

#### 1. **Grounds for Disqualification:**

A firm may be excluded from the evaluation and the award of a contract, who:

- a) is bankrupt or is being wound up, whose affairs are being administered by court, who has entered an arrangement with creditors, who has suspended business activities or who is subject of an injunction against running business by court;
- b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by court, or for an arrangement with creditors or of any other similar proceedings;
- c) has been convicted of an offence concerning his professional conduct by a court;
- d) has been found guilty of grave professional misconduct; or
- e) has not fulfilled obligations relating to payments of taxes or social security contributions.

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](http://www.sanctionsmap.eu) ("EU Restrictive Measures") or designated by UN as subject to restrictive measures in the list provided at [www.scsanctions.un.org](http://www.scsanctions.un.org).

#### 2. **Anti-Kickback**

- a) Definitions:
  - *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to ATIC, Project or any of its employees, the Contractor or Contractor employees, or vendors in any way related to the performance or subsequent activities of this contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.
  - *Person*, as used in this article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
  - *Contractor employee*, as used in this article, means any officer, partner, employee, or agent of the Contractor.
- b) The Contractor and its employees, whether directly or indirectly engaged in the performance of this contract, agree to abide legal provisions which prohibit any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Contractor to ATIC.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to ATIC, who shall forward the report to the Donor, as required.

The Contractor agrees to cooperate fully with any relevant Moldovan/EU Agency investigating a possible violation described in paragraph (b) of this article.

ATIC may offset the amount of the kickback against any monies owed by ATIC under this fixed price contract or order the monies withheld from future payments due the Contractor.

The Contractor agrees to include the substance of this article in any contract it may issue under this contract.

### **3. Terrorist Financing Prohibition**

The Contractor (including its employees, consultants, and agents) by entering this contract certifies that it does not engage, support, or finance individuals and/or organizations associated with terrorism.

### **4. Compliance with Applicable Laws and Standards**

The Contractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of Sweden, European Union and Moldova and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Contractor shall also comply with the applicable EU and Sweden regulations governing this contract, which are incorporated by reference into this contract, Clauses Incorporated by Reference.

### **5. Indemnity and Contractor Waiver of Benefits**

A. The Contractor waives any additional benefits and agrees to indemnify and save harmless ATIC, Donor, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

- (1) the acts or omissions of Contractor, its employees, officers, directors, agents, or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Contractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Contract except to the extent that such damage is due to the negligence of ATIC;
- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from ATIC use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by ATIC, Donor, as authorized hereunder; or false claims submitted by Contractor or its subcontractors under this Contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

B. Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, if Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Contractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this contract and to which ATIC is or may reasonably be expected to be a party, unless and until Contractor has obtained a written agreement, approved by ATIC (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing ATIC from any and all liability.

C. If any of the goods or services provided by Contractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement

or violation of a third party's intellectual property, privacy and/or proprietary rights, Contractor shall, at its own expense, use its best efforts—

- (1) to procure for ATIC the right to continue use and, if authorized under this Contract, distribution of the infringing goods or services or,
- (2) modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above-mentioned can be successfully implemented, then Contractor shall refund to ATIC all monies paid to the Contractor for the infringing goods and services.

## **6. Intellectual Property Rights**

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this contract will exclusively vest in or remain with ATIC, which shall have all proprietary rights therein, notwithstanding that the Contractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this fixed price contract, the services, or duties must be returned or delivered to ATIC at the time of the expiration or termination of the contract. The Contractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of ATIC and proper attribution.

## **7. Modifications**

Modifications to the terms and conditions of this contract, including any modification to the scope of work, may only be made by written agreement between the authorized personnel of both Parties. Each Party shall give due notice and consideration to any quotations for modification made by the other Party.

## **8. Changes**

According to ATIC procurement procedures, ATIC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

If any such change(s) causes an increase or a decrease in the cost, or the time required for the performance, or any part of the work under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this contract must be asserted within 30 (thirty) days from the date of receipt by the Contractor of the modification or change.

## **9. Assignment and Delegation**

This contract may not be assigned or delegated, in whole or in part, by the Contractor without the written consent of ATIC. Absent such written consent, any assignment is void.

## **10. Termination**

ATIC reserves the unilateral right to terminate this fixed price contract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with ATIC procurement procedures.

If the Contractor fails to make progress to endanger performance of this fixed price contract or is unable to fulfill the terms of this fixed price contract by the completion date, the Contractor shall notify ATIC forthwith and ATIC shall have the right to summary termination of this fixed price contract upon written notice to the Contractor.

## ANNEX 1

## WORKBOOK FOR REFURBISHMENT AND SPECIFICATIONS

### Implementation Timeframe and Required Deliverables

The overall term for the completion of all the refurbished works included in the deliverables as well as their commissioning procedure is April 10, 2023 - May 10, 2023

The Contractor(s) shall have all required tasks completed and approved by the project Engineer before/by the last calendar day of the contract implementation period.

### Specifications of Phase 1 of the EU4Innovation multifunctional ICT Center in Cahul

DELIVERABLES				
#	Name of Materials and Works		U.M.	Quantity
	[RO] Lucrări de reparații interioare	[ENG] Interior refurbish works		
1	Demontare uși	Door removal	buc.	10.00
2	Demontare pardoseli	Floor dismantling	m2	200.00
3	Montare perete din ghips carton cu vata minerala	Installation of plasterboard walls with mineral wool	m2	20.20
4	Tencuire vopsire glafuri	Plastering, painting window frames	m	135.00
5	Montare plasa pereți	Installation of mesh walls	m2	683.00
6	Tencuire pereți	Wall plastering	m2	683.00
7	Tencuire pereți si tavan cu finis	Plastering walls and ceilings with finishing	m2	924.00
8	Grunduire pereți si tavan	Wall and ceiling primer	m2	924.00
9	Vopsire pereți si tavan	Wall and ceiling painting	m2	924.00
10	Turnare strat din pietriș si nisip pe pardosea	Spread a layer of gravel and sand on the floor	m2	183.00
11	Montare plasa VR pe pardosea	Installation of "VR" welded mesh for reinforcement on the floor	m2	183.00
12	Turnare pardosea din beton uscat	Pouring dry concrete floors	m2	183.00
13	Grunduire pardosea cu beton contact	Floor priming with concrete contact	m2	183.00
14	Montare teracota	Terracotta installation	m2	260.00
15	Montare plinte din teracota	Installation of terracotta skirting boards	m	183.00
16	Montare uși din profil de aluminiu	Installation of aluminum profile doors	buc.	8.00

17	Montare ușa de intrare din profil termic	Installing an entrance door from a thermoprofile	buc.	1.00
18	Montare tambur din profil de aluminiu	Installation of an aluminum profile drum	m2	8.00
19	Montare perete despărțitor bucătărie din profil de aluminiu	Installation of a kitchen partition made of aluminum profile	m2	17.00
20	Demontare gol de ușa central	Removing the center door cap	buc.	1.00
21	Ranforsare gol de ușa central	Reinforcement of the central door gap	buc.	1.00
22	Trasare canalizare	Sewer route	m	15.00
23	Trasare apa	Water tracing	m	30.00
24	Montare Closet pe podea	Toilet floor installation	buc.	1.00
25	Montare Closet pe podea pentru persoane cu dizabilități	Installation of a toilet on the floor for people with disabilities	buc.	1.00
26	Montare bare din inox bloc sanitar, persoane cu dizabilități	Installation of stainless steel gratings in the sanitary block, for people with disabilities	buc.	1.00
27	Montare lavoar	Sink installation	buc.	2.00
28	Montare boiler apa calda 10L bucătărie	Installation of a hot water boiler 10 L in the kitchen	buc.	1.00
29	Montare boiler apa calda 50L bloc sanitar	Installation of a hot water boiler 50 L	buc.	1.00
30	Construire prag de intrare	Building entry threshold	m2	5.00
31	Montare copertina din sticla	Installation of a glass canopy	m2	5.60
32	Montare balustrade din inox intrare prag	Installation of stainless steel railings on the entrance threshold	m	5.20
33	Evacuare gunoi	Garbage removal	mas	5.00

### **Penalty for delays**

The Contract (s) resulting from this RFQ will include the below penalty clause:

Without affecting any of the other rights and remedies of ATIC, including but not limited to those mentioned in ATIC Contract terms and conditions, if the Contractor fails to provide the ordered civil works and or services, as per the time frame set out in the relevant contract, or in case ATIC determines that the civil works / services provided by the Contractor do not comply with the requirements of the contract, ATIC may apply penalty fees to the Contractor. ATIC may deduct the calculated penalty from Contractor's invoice(s)/fiscal note(s). The

penalty amount will be determined as 0.5%/day of delay of the civil works/services undelivered on time or which do not correspond to the required quality, until the compliant delivery of civil works/services. The payment of the penalty will not relieve the Contractor from any of its obligations and liabilities set up in the signed contract.

### **Management arrangements:**

Each implementation stage will be monitored by the designated ATIC person and Technical

Supervisor, who will carry out systematic monitoring site visits.

**Commissioning of works:**

Upon the completion of refurbishing works as well as installation and testing of the equipment, the preliminary and final commissioning committee shall be convened. The responsibility for the organization of commissioning committees belongs to the project representatives and designated technical supervisor. The responsibility of the Contractor(s) is to provide all necessary documentation.

**Warranty Period:**

The Warranty period on works and equipment shall commence upon the Take Over and last minimum 36 (thirty-six) months. With reference to equipment, in the event that any part is repaired and/or replaced within warranty period, for that single part new warranty period starts from the date of repair/replacement. However, the overall duration of warranty shall be limited to maximum 36 months in total for parts that are being replaced or repaired, counted from date of the Take Over.

**ANNEX 2**

**TECHNICAL DESIGN PROJECT**

*(separate document's attached to this RFQ: Annex 2.1, Annex 2.2, Annex 2.3)*