

INVITATION FOR BID (IFB)

Bid Number: AC-007//19

Object of the auction: development and implementation of the Ticket Platform System

Beneficiary: “National Arena” S. R. L.

Project: multifunctional complex “Chisinau Arena”, city Chisinau, Republic of Moldova

Auction start date: November 28, 2019

Deadline for submission of offers: 27 December (17:00p.m., GMT+2), 2019

Terms of reference:

1. Project overview

Chisinau Arena - the first multifunctional sports and leisure complex in Moldova envisages becoming a representative and unique project in our country. One of the basic goals of the complex is to contribute to maintaining public health by practicing sports and active and healthy way of life, but also to maintain and develop the performance of highly qualified Moldovan athletes.

At the same time, we aim at developing a multifunctional recreation complex with a modern and unique infrastructure that will be made available to the citizens of our country and to the guests.

Brief description

Chisinau Arena is a multi-purpose complex, which meets the standards of international federations in different fields of sport, while having the possibility to host numerous socio-cultural events. Chisinau Arena consists of several facilities: Big Arena and Small Arena that are found under the same roof; Aqua Center with an Olympic swimming pool, Aqua Park, SPA, fitness center; tennis courts area; Ice ring&Rollerdrom (outdoor); amphitheatre (outdoor).

The project has the following features:

- basic hosting capacity-minimum 4 000 seats with a retractable/telescopic seating area for different arena configurations and a VIP area;**
- a capacity to host various sports events (according to the standards of international federations in the field, such as the International Volleyball Federation (FIVB), basketball (FIBA), etc.), cultural, social, conferences, concerts, festivals;**
- separate area for workouts and minor events (Small Arena);**
- parking with a capacity of approx. 1,000 seats in the Arena area and a parking lot of approx. 100 Places in the Aqua Center area;**
- a separate area (Aqua Center) covered for Aqua Park, SPA and Fitness, Olympic pool with a grandstand for spectators of at least 500 seats / seats (according to the standards of the International Federation of Swimming (FINA) and 10 x 50m tracks;**
- 8 Open tennis courts of which 7 can be covered for winter training and a tent for sports competitions with stands;**
- other related infrastructure and territory arranged on an area of 10 hectares, of which Ice ring&Rollerdrom and outdoor amphitheatre, commercial and catering spaces, conference rooms, meeting rooms, lounge, etc.**

The structure of the polyvalent arena and its components is able to generate a concentration of the active population and tourists in one place, ensuring service to the highest standards.

Project Objectives:

- **training and development of sports and cultural infrastructure;**
- **to create a space to harness the potential of young people and to offer new opportunities, which would be an instrument to realize the rights of young people at home.**

The project will contribute to:

- **organizing various sports competitions at national and international level;**
- **organization of national and international socio-cultural events (concerts, exhibitions, fairs, conferences, etc.);**
- **support innovative methods in the field of education, sports, youth, recreation and exchange of experience in these areas;**
- **increase in the level of training of performance athletes;**
- **providing young people with access to an environment of quality leisure time;**
- **improving the health of the population, especially young people in the Republic Of Moldova;**
- **attract potential investors for the development of local and regional infrastructure;**
- **creation of new jobs in the multifunctional complex;**
- **development of infrastructure in the Chisinau Arena site area;**
- **the formation of an internationally positive image of the Republic Of Moldova, in the context of ensuring the best conditions for organizing and conducting international events;**
- **tourism promotion by attracting a category of tourists, such as supporters who accompany their favourite teams to various competitions, etc.**

Who is he addressing?

Target B2B: sports federations, expo Companies, event agencies, corporations, companies specialized in organizing professional trainings, Diplomatic Corps.

Target B2C: the target audience is divided into the following components:

- 1) parents with children who practice or want to practice sports, participate in events together with children, children's recreation activities (regardless of age).
- 2) all residents of the Republic of Moldova, especially those of the Chisinau municipality, who would participate in the events organized on the territory / inside the Chisinau Arena.
- 3) men, women, 21-55 y/o, Chisinau area who gives preference to such sports as mini-football, ping-pong, tennis, volleyball, basketball, or simply relaxing outside the city, attendees of fitness clubs in Chisinau.

Deliverable:

Elaboration and implementation of a Ticket Platform System (see attached presentation).

Budget

The budget must be proposed by participants in EUR. The basic task is to propose a realistic budget, which, according to the participants, will be enough to achieve the goals. Detailed budgets will be specifically appreciated.

2. Conditions of participation to the auction/bid and contractual requirements

In this section, the IFB sets out the contractual requirements of the Participant, the requirements of the general policy, as well as the general terms and conditions for participation in the auction related to the procurement process ("procurement Process").

2.1. General contractual requirements

2.1.1. The contracting authority shall be the beneficiary.

2.1.2. The designated supplier will have to deliver the products and / or provide the services at the beneficiary's premises or in any other way agreed by the parties in advance.

2.1.3. The beneficiary's contractual and commercial approach to the requested products and/or services will be discussed in the final phase of the tender. By submitting a response to the invitation to tender, you agree to comply with the terms of this tender.

2.1.4. If you have any issues or questions about your Contract, you should submit a request for clarification, and in accordance with the provisions of the tender deadline for clarifications (as defined below in the section of the Terms of the sale). Following such requests for clarification, the beneficiary may issue a change of contract clarification, which will apply to all potential suppliers who submit a response to the call for tender.

2.1.5. The beneficiary organisation is not required to take into account any clarifications of the proposed contract after the deadline for clarifications, but before the deadline for replies to the tender (as defined below in the deadlines section). Any proposed amendments received from the potential supplier, as part of its response to the request for tender, grants the beneficiary the right to reject the response to the tender offer, and to disqualify the potential supplier from the Procurement Process.

2.2. General Policy Requirements

2.2.1. By submitting a response to the bid request in relation to this Procurement Process, potential vendors confirm that all of the participants of the contract and/or sub-contractors shall comply with all applicable laws, codes of practice, guidance notes, and policies of the Beneficiary relevant to the products and/or services to be provided.

2.3. General auction conditions ("auction conditions")

2.3.1. By participating in this procurement process and / or by sending a response to the call for tender, you accept and will be obliged to comply with the provisions of this IFB and its annexes. Accordingly, responses to the call for tenders will be made on the basis and strictly in accordance with the requirements of this IFB.

2.3.2. Third party checks - your response to the bid will be sent on the basis that you agree that the beneficiary will perform all necessary actions to verify the information you have provided, and that the analysis of your response to the offer request will be carried out by one or more third parties delegated by Beneficiary for such purposes, if necessary.

2.3.3. Information provided to potential suppliers – information that is provided to potential suppliers as part of this procurement process is provided in good faith. The information that is contained in the IFB and any supporting documents and any communication, oral or written, are deemed to be accurate at the time of the issuance, the owner shall not be held responsible for the accuracy, adequacy or completeness, and is not given any assurance in this regard. This exclusion shall not extend to any fraudulent misrepresentation by or on behalf of the beneficiary.

2.3.4. The obligation of potential suppliers to carry out your own investigations - you are responsible for reviewing all of the information that is provided to you as part of the procurement process for the formation of their own opinion, and a request for advice, as you deem appropriate. You shall promptly notify Beneficiary if you notice any ambiguity, inconsistency or omission in the IFB, and/or any of the related documents, and/or any other information that is provided to you as part of the Procurement Process.

2.3.5. Changes to this IFB - at any time before the deadline for the response to the call for tender, the beneficiary may modify this IB. Any such amendment shall be issued to all potential suppliers and, if necessary, to ensure that the prospective vendors have reasonable time to take such modification into account. The deadline for the response to the invitation to tender will be extended to the beneficiary's discretion. Your response to the offer must comply with any changes made by the beneficiary in accordance with this paragraph 2.3.5, otherwise it may be rejected.

2.3.6. Compliance of the terms of responses to the offer - any products and / or services offered, should be based on and in strict accordance with IB (including without limitation any specification of the requirements of the Beneficiary to this bid and Contract requirements) and all other documents and any clarifications or updates issued by the beneficiary as part of this procurement process.

2.3.7. Format of the response to the invitation to tender - the responses to the tender must contain the relevant documents specified by the beneficiary completed in all spaces and in the detailed format by the beneficiary in this IFB. Any documents requested by the beneficiary must be completed in full. It is therefore important that you read this IFB carefully before completing and submitting your response to the offer request.

2.3.8. Changes to the tender response documents after sending – you can change your response to the tender before the deadline for responding to the tender request by written notification to the beneficiary. Any modification shall be clear and presented as a completely new response to the tender in accordance with the conditions of the tender.

2.3.9. Rejection of replies to the tender or other documents - a response to the IFB or any other document requested by the beneficiary may be rejected if:

- * Contains omissions, inaccuracies, errors, blank sections or changes to the format of the tender documentation provided,**
- * Does not reflect and confirm full and unconditional compliance with all documents issued by the beneficiary and forming part of the IFB,**
- * Contains any limitations or any other statements or assumptions that eliminate responses to the offer that are not capable of evaluation in accordance with the evaluation model or requires modification of any documents issued by the beneficiary in any way,**
- * Is not presented in a manner compatible with the provisions of this IFB, or**
- * Is received after the deadline for the response to the call for tender.**

2.3.10. Disqualification - if you violate these terms and conditions of participation in the bid, if there are any errors or omissions or any adverse changes are significant with respect to any information provided by you at any stage of the Procurement Process if any of the circumstances provided for in this IFB, and/or any supporting documents, by granting the Beneficiary the right to reject any response to the request for proposal, and/or if you or your advisers, try to:

- * Improperly influence this procurement process**
- * Manipulate in order to set or fix the price for products or services**
- * Conclude an agreement with any other party to refrain from submitting a response to the invitation to tender**
- * To conclude an agreement with any other party (other than another party, which is part of the consortium's offer or is your proposed sub-contractor) on the prices presented**

*** Engage you or your advisors in direct or indirect bribery or prospecting actions in connection with this procurement process; or**

*** Obtain information from any of the employees, agents or advisers of the client's organisation on this procurement process (other than those provided for in these tender conditions) or from another potential supplier or other response to the call for tenders**

The beneficiary will have the right to reject the response to the tender in full and disqualify you from this procurement process. Subject to the liability condition below, by participating in this procurement process you accept that the beneficiary will have no liability towards a potential supplier disqualified under these circumstances.

2.3.11. Costs related to the tender process

You are responsible for obtaining all the information necessary to prepare your response to the invitation to tender and for all costs and expenses incurred in preparing the response to the invitation to tender. Subject to the Liability Condition stated below, you agree that by participating in this procurement, including, but not limited to, by sending of a response to the bid, you will not be entitled to claim from the Beneficiary the costs and or the expenses that you might incur in bidding process, regardless of whether your offer is or is not a winner one.

2.3.12. Rights to cancel or modify this procurement process – by starting this IFB the Beneficiary shall not be obliged in any way to enter into an agreement, contract, or other arrangement with you or with any other potential supplier. The Beneficiary retains the right to terminate, suspend, cancel, amend or vary this procurement process, by notifying all potential suppliers in writing. Subject to the liability condition below, the beneficiary shall not be liable for any loss, cost or expense as a result of such termination, suspension, modification or variation.

2.3.13. Consortium members and sub-contractors - it is your responsibility to ensure that any employee, consortium member, sub-contractors or advisors comply with these tender conditions and the requirements of this IFB.

2.3.14. Liability - Nothing in these terms and Conditions of invitation to tender (IFB) is intended to exclude or limit the liability of the Client Organization in relation to fraud or in other circumstances in which the liability of the Organisation, the Client could not be limited under any applicable law.

3. Confidentiality and management of information

3.1. All information provided to you by the beneficiary, including this IFB and all other documents relating to this procurement process, whether in writing or orally, must be treated confidentially and not disclosed to third parties (with the exception of professional advisers, consortium members and / or sub-contractors, strictly in order to help you participate in this procurement process and / or prepare your response to, unless the

information is already in the public domain or is required to be disclosed under applicable law.

3.2. You will not disclose copy or reproduce the information provided to you as part of the Procurement process, for any purpose other than preparing and submitting a response to the request for proposal. You must not advertise the procurement process or any future award of any contract, unless the beneficiary has given its explicit written consent to that communication.

3.3. In addition, by marking any material with "confidential" or "commercially sensitive" or equivalent marking, the beneficiary should not be considered to accept any obligation of confidentiality under such marking. You agree, that the decision as to what information will be disclosed, is reserved to the client's organization, notwithstanding any consultation with you or any designation of commercially confidential or sensitive information or any similar action. You agree that, by participating in the Process of Purchasing and/or submission of your application for the offer of c of all of the information you provided to the Client Organization, on the basis of the fact that it can only be disclosed if the Recipient believes that it is appropriate to do so, and/or may be used by the Recipient in accordance with the provisions of the IFB.

3.4. The responses to the bid are also sent to the provided service provider's designated to process only the personal data (as may be defined in accordance with the relevant legislation for the protection of the data), to which he acquires the share at the time of the execution of this Agreement, in accordance with the instructions of the Client Organization, and not to use such personal data for any other purpose. The contracted provider undertakes to process personal data on behalf of the client's organization in accordance with the relevant provisions of any relevant data protection laws and to ensure that necessary approvals are obtained in accordance with these laws.

4. Validity of the Auction/Bid.

4.1. Your response to the offer will remain open for acceptance by the beneficiary for a period of 30 days from the deadline for the response to the offer request. A response to the IFB which is not valid for this period may be rejected by the beneficiary.

5. Mandatory requirements/constraints

5.1. As part of your response to the call, you must confirm that you meet the mandatory requirements/constraints, if any, as required by this IFB. Failure to comply with one or more mandatory requirements or constraints entitles the beneficiary to reject a response to the IFB in full.

6. Key reference documents and further information

Further relevant reference documents/information may be provided to potential suppliers as set out below as an annex to this IFB and/or by means of the issuance of additional documents/links to additional documentation/documents. If no such information / documents are provided, this section of the IFB shall not apply.

7. Time limits

7.1. Subject to changes notified to potential beneficiary suppliers in accordance with the conditions for participation in the tender, the following time limits shall apply to this procurement process:

ACTIVITY DATE

<i>Invitation to the Bid (IFB)</i>	<i>27.11.2019</i>
<i>Deadline for requests for clarification (deadline for clarification)</i>	<i>02.12.2019</i>
<i>Beneficiary's response to requests for clarification and briefing</i>	<i>05.12.2019</i>
<i>Submission of bid proposals by the potential suppliers (Stage 1)</i>	<i>27.12.2019</i>
<i>Submission of bid proposals by selected suppliers (Stage 2)</i>	<i>10.01.2020</i>
<i>Award of results and announcement of the winner</i>	<i>17.01.2020</i>
<i>Negotiation and signing of the contract with the winning supplier</i>	<i>07.02.2020</i>

8. Response instructions

8.1. All of the required documents (copy of the registration certificate of the company, the presentation of the company, the offer itself) as part of the response to your request for proposal, it must be sent by registered post to the following address: A. S. Pushkin 26, office 218, or. Visit us at the address, e-mail: sergiu.diaconu@chisinauarena.md with a copy of the binding info@chisinauarena.md and jurist@chisinauarena.md by the deadline, in the manner set forth in the section of the terms of this IFB.

8.2. The following requirements must be met when you send your response to this IFB:

- Please make sure you send your submission in a timely manner in order to prevent issues with technology – answers to tenders submitted late may be rejected by the Recipient.

- * Ensure that the information provided as part of the response is quality and in detail so that an informed assessment can be carried out by the customer's organisation

- * Do not send any additional supporting documents with your response to the IFB unless specifically requested as part of this IFB. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documents (other formats should not be used without the prior written consent of the client organization).

- * All supporting attached documents must be provided separately from the main response to the tender and labelled in such a way that it is clear to which part of the reply they relate.

*** Unless otherwise stated in this IFB or its annexes, all responses to the offer should be in the format of the customer organization requirement, relevant to your response to the requirement introduced below.**

*** If supporting evidence or "equivalent" is required – you must demonstrate this equivalent as part of your response to the call for tender.**

*** Any deliberate modification of a requirement of the beneficiary, as part of your response to the call for tender, will void your response to the offer to that requirement and, for evaluation purposes, will be deemed not to have responded to that requirement in particular.**

*** Answers should be concise, unambiguous, and should directly address the stated requirement.**

*** Your responses to the offer, to the bidding and pricing requirements, will be included in the contract as appropriate.**

9. Requests for clarification

9.1. All requests for clarification must be sent to the following email address sergiu.diaconu@chisinauarena.md with a copy of the binding to the e-mail info@chisinauarena.md and jurist@chisinauarena.md by the deadline in order to seek clarification, as set out in the section of the terms of this IFB. The beneficiary is not obliged to respond to requests for clarification received after the deadline for clarification.

9.2. Any request for clarification should make a clear reference to the corresponding paragraph in the IFB documentation and, as far as possible, should be sent cumulatively rather than individually.

9.3. The beneficiary reserves the right to issue any request for clarification made by you, and the response to it, to all potential suppliers.

9.4. The beneficiary may at any time request additional information from the potential suppliers, in order to verify or clarify certain aspects of their responses to the tender offer, or other information that you have provided to us. In the event you don't provide any additional information or clarification to the Beneficiary within the period which you are notified, your bid may be rejected in its entirety, and you may be disqualified from this Procurement Process.

10. Assessment criteria

10.1. Your response to the offer will be evaluated as follows:

Stage 1. Responses to the offer will be verified to ensure that they have been completed correctly and that all necessary information has been provided. Responses to the offer correctly filled with all relevant information provided, will enter Stage 2. Replies to the tender which are not correctly completed in accordance with the requirements of this IFB and/or contain omissions may be rejected at this time. If a response to the call for tender is rejected at this time, it will be automatically disqualified and will no longer be evaluated.

Stage 2. In the event that a bidder manages to pass Stage 1 of the evaluation process, then the response to his detailed offer will be evaluated according to the evaluation methodology of the beneficiary.

10.2. Award criteria-responses from potential suppliers will be evaluated to determine the most economically advantageous offer. The bid determined to be the winner should be the bid that receives the highest score resulting from the application of the evaluation system as per criteria stated by the beneficiary. See below as example...

CRITERIA	WEIGHTING
Strategic approach	20%
Similar projects or relevant experience	20%
Possibility of rapid implementation of proposals	20%
Efficiency and local team support	20%
Financial offer	20%

10.3. Modelling and weighting - the evaluation committee appointed for this acquisition will meet to agree and regulate the scores for each award criterion. Final scores on the percentage of the total bid score will be obtained by applying the relevant weighting factors set out as part of the evaluation system. The percentage points for each award criterion will be pooled to give a percentage score of 100.

10.4. The answer to the winning bid – the answer to the winning bid is the answer with the highest percentage score out of 100 when the assessment methodology is applied.