Annex no. 7

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**APPLICATION FOR PARTICIPATION**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of contracting authority and full address)*

**Dear Sirs**,

Following the announcement / invitation to participate / pre-selection published in the Public Procurement Bulletin and / or the Official Journal of the European Union, no. . . . . from. . . . . . . . . . . . . . (day / month / year), on the application of the contract award procedure. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (name of the public procurement contract), we . . . . . . . . . . . . . . . . . . (name / name of the tenderer / candidate), we have read the conditions and requirements set out in the award documentation and we hereby express our interest to participate, as bidder / candidate, having no objections to the award documentation.

Date of completion. . . . . . . . . . . . . Regards,

Bidder / candidate

. . . . . . . . . . . . . . . . . . . . . . . .

 (authorized signature)

Annex no. 8

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

## DECLARATION

**on the validity of the offer**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of contracting authority and full address)

**Dear Sirs,**

 We undertake to maintain the valid offer regarding the purchase **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (indicate the object of the acquisition) **through the procurement procedure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** (type of procurement procedure)

for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_ days, (duration in letters and numbers), respectively until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (day / month / year), and it will remain mandatory for us and can be accepted at any time before the expiration of the validity period.

Date of completion. . . . . . . . . . . . . Regards,

 Bidder / candidate

. . . . . . . . . . . . . . . . . . . . . . . .

 (authorized signature)

Annex no. 9

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

 **THE BANK**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(the name)*

**LETTER OF GUARANTEE**

for participation with an offer in the procedure for awarding the public procurement contract

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name of contracting authority and full address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

regarding the contract award procedure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*(name of the public procurement contract)*

undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*(name of the bank)*

Registred at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*(bank address)*

we are committed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_să

 (name of contracting authority)

we pay the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at his first written request and *(sum in letters and numbers)*

without the latter having the obligation to state reasons for that request, provided that the contracting authority specifies in its request that the amount requested by it and due to it is due to the existence of one or more of the following situations:

1. The bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(name of the bidder)*

withdraws or modifies its offer during its validity period;

This offer remains valid for the period of time specified in Annex no.2 the Notice of Participation, starting with the deadline for submitting the offer, in accordance with Annex no.2 The Notice of Participation, and remains mandatory and can be accepted at any time until expiration of this period;

 2. His bid being established as the winner, the bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(name of the bidder)*

 did not constitute a guarantee of good performance;

3. His bid being established as the winner, the bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(name of the bidder)*

 refused to sign the public procurement contract for goods / services;

 No condition is specified, specified in the award documentation before signing the public procurement contract for goods / services.

 This warranty is valid until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primed by the Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the day\_\_\_month\_\_\_\_year \_\_\_\_\_\_\_

*(authorized signature)*

Annex no. 10

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

\_\_\_

|  |
| --- |
|  |
|  |
|  |
| *[The commercial bank, at the request of the winning bidder, will complete this form on the letterhead, in accordance with the instructions below.]*Date: “\_\_\_” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_Acquisition procedure No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Bank Office**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[enter the full name of the guarantor]***Beneficiary**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[enter full name of contracting authority]* **PERFORMANCE GUARANTEE****No.** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*We, *[enter bank name and address],* I was informed that the company *[enter the full name of the Supplier / Provider]* (hereinafter referred to as "Supplier / Provider") he was awarded the Public Procurement Contract for delivery / provision \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [object of purchase, describe the goods / services] according to the announcement / invitation to the procurement procedure no. from \_\_\_\_\_\_\_\_\_. 20\_ [number and date of procurement procedure] (hereinafter referred to as "Contract"). Therefore, we understand that the Supplier / Provider must submit a Performance Warranty in accordance with the provisions of the award documentation.At the request of the Supplier / Provider, we hereby irrevocably undertake to pay you any amount (s) not exceeding [insert amount (s) in figures and words] upon receipt of the first written request from you, by which declare that the Supplier / Provider does not fulfill one or more obligations under the Contract, without discussion or clarification and without the need to demonstrate or show the grounds or reasons for your request or for the amount indicated therein.This Warranty will expire no later than [insert number] from [enter month] [enter year], and any payment request related to it must be received by us ex officio by this date inclusive.*[signatures of authorized representatives of the bank and of the Supplier / Provider]* |

Annex no. 11

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**ASSOCIATION INFORMATION**

**1.** **Contracting parties (economic agents)**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Addresses, telephone, fax of partner offices (contracting parties)**:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. Information on how to pair:**

a)Date of conclusion of the association agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Place and date of registration of the association \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c) Economic activities to be carried out jointly \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d) The contribution of each party to the achievement of the agreed common economic activities\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e) The value and percentage of the goods delivered / services provided by each partner

f)Conditions of administration of the association \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

g) The way of dividing the results of the common economic activity carried out \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

h) Causes of termination of the association and how the results of the liquidation are divided \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

i) The physical, value and percentage distribution between each partner for the execution of the objective subject to the auction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

j)Other causes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of completion \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed the Leader of the Association: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Function within the company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed Second Associat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Function within the company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex no. 12

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

. Declaration regarding the list of the main deliveries of similar goods in the last 3 years of activity

**DECLARATION**

**regarding the list of the main deliveries of similar goods in the last 3 years of activity**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Subject of the contract** | **Name / name of the beneficiary / Address** | **Quality of Supplier / Provider \*)** | **Contract price / value of goods / services delivered / provided** | **Delivery / delivery period (months)** |
| **1** |   |   |   |   |   |
| **2** |   |   |   |   |   |
| **...** |   |   |   |   |   |

\*) The quality in which he participated in the fulfillment of the contract is specified, which can be of: sole contractor or association leader; associate contractor; subcontractor.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Function within the company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex no.15

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**LIST OF SUBCONTRACTORS**

**AND THE PART (S) OF THE CONTRACT THAT ARE**

**FULFILLED BY THEM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Name and address of subcontractors** | **Contract activities** | **Approximate value** | **% of the contract value** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
|  |  |  |  |  |

Signet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Function within the company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex no.16

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**FINANCIAL SUPPORTING THIRD PARTY COMMITMENT**

**Third party financial supporter ..........................**(the name)

**COMMITMENT**

regarding the financial support of the tenderer / candidate

By, ................................................................................

*(the name of the contracting authority and the full address)*

Regarding the procedure for awarding the contract..............................

*(the name of the public procurement contract),* we .......................( *the name of the third financial supporter)*, having its registered office at.................. (*the address of the third party financial supporter)*, we undertake, firmly, unconditionally and irrevocably, to make ourselves available ................ (*the name of the bidder / candidate*) all the financial resources necessary for the full and timely fulfillment of all the obligations assumed by it according to the submitted offer and the public procurement contract to be concluded between the tenderer and the contracting authority.

The granting of financial support does not involve other costs for the purchaser, except for those that have been included in the financial proposal.

n this sense, we are firmly, unconditionally and irrevocably obliged to make ourselves available..........( *the name of the bidder / candidate)* amount of.............................................................( total / partial value of the financial proposal), necessary for the full, regulatory and timely fulfillment of the public procurement contract.

We, ............................................ (*the name of the third financial supporter),* we declare that we understand to be liable to the contracting authority for the non-performance of any obligation assumed by the ..... (*the name of the bidder)*, based on the public procurement contract and for which ...... (*the name of the bidder / candidate)* received the financial support according to the present commitment, renouncing in this sense, definitively and irrevocably, the invocation of the division benefit.

We, ..................... *(the name of the third financial supporter)*, we declare that we understand to waive definitively and irrevocably the right to invoke any exception of non-execution, both to the contracting authority and to the ............ (*the name of the bidder / candidate),* which could lead to the non-execution, partial or total, or to the delayed or improper execution of the obligations assumed by us through this commitment.

We,.................................. *(the name of the third financial supporter),* we declare that we understand that we are liable for damages caused to the contracting authority as a result of non - compliance with the obligations set out in the undertaking.

This represents our firm commitment concluded in accordance with the provisions of art. 21 paragraph (6) of Law no. 131/2015 on public procurement, which gives the contracting authority the right to request, legitimately, the fulfillment by us of certain obligations that derive from the financial support granted .............................................................. (*the name of the bidder / candidate).*

Date of completion, Supporting tert,

........................... .....................

 *(authorized signature)*

Annex no. 17

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**STATEMENT OF A THIRD FINANCIAL SUPPORTER**

**Third party financial supporter ..........................**

(the name)

**Declaration**

The undersigned, authorized representative of.......................... (*the name of the third financial supporter),* declare on their own responsibility, under the sanctions applicable to the act of forgery in public documents, that all the financial resources necessary for the full and timely fulfillment of all the obligations of the public procurement contract............................................... they are real.

I also declare that we will make these resources available unconditionally, depending on the needs that will arise during the fulfillment of the public procurement contract having as object..........................................................( *subject of the contract).*

Date of completion, Supporting tert,

(*authorized signature*)

Annex no. 18

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

# COMMITMENT REGARDING THE TECHNICAL AND PROFESSIONAL SUPPORT OF THE BIDDER / GROUP OF ECONOMIC OPERATORS

**..........................**

(the name)

**ANGAJAMENT**

**privind susţinerea tehnică și profesională**

**a ofertantului/candidatului**

By, ..............................................

*(the name of the contracting authority and the full address)*

Regarding the procedure for awarding the contract................*...... (the name of the public procurement contract)*, we ............. *(the name of the third technical and professional supporter*), having its registered office at.......... .............*(* *the address of the third technical and professional supporter)*, we commit, firmly, unconditionally and irrevocably, to make available.............. (*the name of the bidder)* all the technical and professional resources necessary for the full and timely fulfillment of all the obligations assumed by it, according to the submitted offer and the public procurement contract to be concluded between the tenderer and the contracting authority.

The provision of technical and professional support does not involve other costs for the purchaser, except for those that have been included in the financial proposal.

In this sense, we are firmly, unconditionally and irrevocably obliged to make ourselves available.......... (*the name of the bidder / candidate)* technical and / or professional resources of................................................ .................................................................. necessary for the full, regulatory and timely fulfillment of the public procurement contract.

We, ....................... *(the name of the third technical and professional supporter),* we declare that we understand to be liable, unconditionally, to the contracting authority for non-performance of any obligation assumed by ....................... *(name of the bidder / candidate)*, based on the public procurement contract, and for which................ *(the name of the operator / candidate)* received the technical and professional support according to the present commitment, renouncing in this sense, definitively and irrevocably, the invocation of the benefit of division.

We, .................. *(the name of the third technical and professional supporter),* we declare that we understand to waive definitively and irrevocably the right to invoke any exception of non-performance, both to the contracting authority and to the ................. (*bidder name),* which could lead to the non-execution, partial or total, or to the delayed or improper execution of the obligations assumed by us through this commitment.

We,.................................. *(the name of the third technical and professional supporter),* we declare that we understand to be liable for damages caused to the contracting authority as a result of non-compliance with the obligations set out in the undertaking.

This represents our firm commitment concluded in accordance with the provisions of art.22 paragraph (6) of Law no.131 / 2015 on public procurement, which gives the contracting authority the right to request, legitimately, the fulfillment by us of certain obligations that derive from the technical and professional support provided.............................................................. (*the name of the bidder / candidate).*

Date of completion, Supporting tert,

........................... .....................

 *(authorized signature)*

Annex no. 19

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**THIRD STATEMENT TECHNICAL SUPPORTER**

**Third party technical support ..........................**

(the name)

**Declaration**

The undersigned, authorized representative of.......................... (*the name of the third technical supporter),* declare on their own responsibility, under the sanctions applicable to the act of forgery in public documents, that the data presented in the attached table regarding the logistics, machinery, installations, technical equipment available and to be actually used for fulfilling the public procurement contract..................................................... they are real.

I also declare that we will make these resources available unconditionally, depending on the needs that will arise during the fulfillment of the public procurement contract having as object..........................................................( *subject of the contract).*

**LIST**

on logistics, machinery, installations and technical equipment provided and to be actually used for the performance of the public procurement contract

|  |  |  |  |
| --- | --- | --- | --- |
| No. crt | Name of machine / equipment / installation | Amount U.M. | Form of possession |
|  |  |  | Property | For rent |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

 This statement is annexed to our "Strong Commitment" to our technical and professional support...........................................( *the name of the bidder / candidate).*

Date of completion, Supporting tert,

*(authorized signature)*

Annex no. 20

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**STATEMENT OF A PROFESSIONAL THIRD PARTY**

**Third party professional supporter ..........................**

(the name)

**Declaration**

The undersigned, authorized representative of........( the name of the third professional supporter), declare on their own responsibility, under the sanctions applicable to the act of forgery in public documents, that the data presented in the attached table regarding the average annual staff of specialized personnel employed to be effectively allocated for the fulfillment of the public procurement contract.................................................... they are real.

**LIST**

regarding the specialized personnel employed to be effective

allocated for the fulfillment of the public procurement contract

|  |  |  |  |
| --- | --- | --- | --- |
|  | Year 1 | Year 2 | Year 3 |
| Specialized staff |  |  |  |
| ………… |  |  |  |
| ………… |  |  |  |
| …………. |  |  |  |

I enclose to the declaration, the CVs of the specialized personnel, as well as of the personnel that will be effectively assigned for the fulfillment of the public procurement contract.

I, the undersigned, declare that the information provided on previous experience, technical capabilities and specialist staff is complete and correct in every detail and I understand that the contracting authority has the right to request, in order to verify and confirm the declarations, situations and documents accompanying the tender, any additional information for the purpose of verifying the data in this statement.

I, the undersigned, hereby authorize any institution, company, bank, other legal entity to provide information to the authorized representatives of ........... (name and address of the contracting authority) on any technical and financial matters relating to our activity.

his statement is annexed to our "Strong Commitment" to our technical and professional support .............................................. ....................................( *the name of the bidder / candidate).*

Date of completion, Supporting tert,

*(authorized signature)*

APPROVED

 by Order

 Minister of Finance

 no. 145 of November 24, 2020

**DECLARATION**

 **on the confirmation of the identity of the beneficial owners and their non-compliance with the conviction for participation in the activities of a criminal organization or group, for corruption, fraud and / or money laundering**

The undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(the name of the economic operator*) as bidder / associate bidder designated winner in the public procurement procedure no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the date \_\_/\_\_/\_\_\_, declare on their own responsibility, under the sanctions applicable to forgery in public documents, that the beneficiary / beneficiaries of the economic operator in the last 5 years have not been convicted by a final judgment for participating in the activities of a criminal organization or group, for corruption, fraud and / or money laundering.

|  |  |
| --- | --- |
| Name and surname of the beneficial owner | IDNP of the beneficial owner |
|  |  |
|  |  |
|  |  |

Date of completion:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Function: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the economic operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDNO of the economic operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Annex no. 22 to the Standard Documentation approved by the OMFno. 115 of 15.09.2021Technical specifications |
|

|  |
| --- |
| *[This table will be completed by the tenderer in columns 2, 3, 4, 6, 7, and by the contracting authority - in columns 1, 5,]* |

 |
| Procurement procedure number \_\_\_\_\_\_\_\_\_\_\_\_\_\_from\_\_\_\_\_\_\_\_\_ |
| The object of the acquisition:  **IT Equipment** |
|  |  |
| **Name of goods** | **The name of the good model** | **Country of origin** | **The producer** | **Full technical specification required by the contracting authority** | **Full technical specification proposed by the tenderer** | **Reference standards** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **Goods** |  |  |  |  |  |  |
|  **Lot 1 All-in-One Computers** |  |  |  |  |  |  |
| All-in-One computer |  |  |  | **Type: Graphic workstation; Internationally recognized brand name****Procesor:** Minimum 6 cores, min. 2.3GHz, minimum 12MB Cache. Date of production no earlier than the second quarter of 2020;**RAM Memory:** Minimum 8GB DDR4 frequency not less than 2666MHz; **SSD:** Minimum 256GB M.2 NVME;Audio: High definition audio, with 2 loudspeaker minimum 3W;**GPU:** Integrated, min. FHD;**Network:** Wi-Fi: minimum Wi-Fi 6 (802.11 ax 2x2); minimum Bluetooth 5.1; minimum 1x10/100/1000 Gigabit Ethernet LAN (connector RJ-45);**Ports:** Minimum 6xUSB, including 3xUSB 3.2 and 1xUSB Tip-C native;min. 1x universal Audio ;**Power supply:** 220-240V, 50-60Hz, maximum 250W (80 PLUS certificate);**Accessory:** Keyboard USB RUS/ENG (wired connection via USB port), USB optical mouse (wired connection via USB port).**Web-Camera:** Built-in, Full HD with microphone;**Monitor:** Minimum 23,8”; Full HD; IPS; with a minimum resolution of 1920x1080; Dimming; 60 Hz.**Video Connector:** Minimum 1xDP or HDMI;**Operating System:** Windows 10 Pro 64bit pre-installed.**warranty:** minimum 3 years from the manufacturer. |  |  |
| **Lot 2 Workstations** |  |  |  |  |  |  |
| Workstations |  |  |  | **Type:** Graphic workstation; Internationally recognized brand name**Processor:** min. 8 cores; base frequency min. 2.5 Ghz; min. 16MB cache; Date of production not earlier than 2021.**RAM Memory :** min. 32GB DDR4; frequency not less than 2666MHz.**SSD:** min. 512GB PCIe NVMe M.2.**HDD:** min. 1TB; 7200rpm; 3.5".**GPU:** Discrete; Bandwidth min. 410GB/s; Memorie min. 8GB GDDR6; Memory Bus min.256 bit.**Power supply :** min. 500W (80 Plus Gold).**Operating System :** Windows 10 Pro 64bit pre-installed.**Ports:** min. 4x USB 2.0 Type A; 4x USB 3.2 Type A; 1x USB 3.2 Type C Gen2; 3x Display Ports; 1x Gigabit Ethernet RJ-45.**Keyboard&mouse:** with wire; Same brand as workstation**Monitor:** The same brand like workstation**Diagonala:** minimum 27”;**Culoare:** black / gray;**Matrix type :** IPS;**Resolution :** minimum QHD 2560 x 1440;**Frequency :** minimum 75Hz;**Connectivity :** 1- HDMI ; 1- Display Port;**Luminosity:** minimum 350cd/m2;**Warrant:** for all components at least 3 years from the manufacturer. |  |  |
| **Lot 3 Printers (Professional Multifunction)** |  |  |  |  |  |  |
| Printers (Professional Multifunction) |  |  |  | **AIO printer****Type:** A4, Monochrome Laser Multifunctional (Print/Copy/Scan/Fax), DADF.Heating time: max 15 sec. from start**PRINT SPECIFICATIONS:** First print: (FPOT): 7 sec. (A4).Speed: Single-sided Printing: 43ppm (A4), 65ppm (A5); Two-sided Printing: 34ipm (A4).Quality: 1200x1200dpi, Rezolution: : 600x600dpi.Page description languages**:** PCL 5e, PCL6, Adobe PostScript.Print features: Print from USB memory key (JPEG, TIFF, PDF); Barcode Print; Touch&Print (NFC); Google Cloud Print; iOS AirPrint; Android Mopria.**COPY SPECIFICATIONS:**First-copy-out-time: (FCOT): ADF/Platen - 7 sec. (A4).Speed: Single-sided: 43ppm (A4);Two-sided: 34ipm (A4).Rezolution: 600x600dpi.Type of copy: Text, Text/Photo (Default),Text/Photo (High Quality), Photo;Advanced copying features: Two-sided Original, 2-sided to 2-sided (Auto);multiple copy - 999 copies; Reductions/Enlargements - 25-400% in 1% increments; Frame Erase; Collate; 2 on 1; 4 on 1; ID card copy.**SCAN SPECIFICATIONS:** Type: Platen, DADF (2-sided, single pass).Speed: Simplex: Up to 37ipm (BW)/ 13ipm (Color) / Duplex: Up to 70ipm (BW)/ 25 (Color).Rezolution: 600x600dpi; enhanced: 9600x9600dpi; Color depth - 24bit/24bit (in/out); Greyscales - 256 levels.Protocol and file format: TWAIN, WIA, ICA, Scan to E-mail, PC, USB memory key, FTP (TIFF, JPEG, PDF, Compact PDF, Searchable PDF, Encrypted PDF, PDF with Digital signature; Scan to Cloud (TIFF, JPEG, PDF, PNG); iFAX - ITU-T.37., all format need to be accessible from main touch console.**FAX SPECIFICATIONS:** Speed: 33Kbps (3 sec/page).Reception modes: Fax only, Fax/Tel Auto Switch, Answer Mode, Manual.Resolution: 400x400dpi.Memory: FAX memory - 512 pages; Speed dials - 250 dials; Group dials/destinations - 250 dials / 250 destinations; Sequential broadcast - 250 destinations; Memory backup - Permanent fax memory backup.Fax features: Double sided copying, Fax Forwarding, Dual Access, Remote Reception, PC Fax, DRPD, ECM, Auto Redial, Fax Activity Reports, Fax Activity Result Reports, Fax Activity Management Reports.**Paper supply::**Input:Standard: 500-sheet Paper Cassette,Multi purpose tray - 100 sheet Paper; ADF - 50 sheet Paper.Output: 250 sheet Paper.Supported media size: Plain paper, recycled paper, heavy paper, thin paper, labels, postcard, envelopes. Paper Size: A4, A5, A5 (Landscape), A6, B5, Legal, Letter, Executive.Paper Weight: Cassette - 60 to 120 g/m², Multi purpose tray - 60 to 195 g/m², ADF - 50 to 100 g/m².**Interface connection:** USB 2.0 Hi-Speed pentru PC (direct connect), USB 2.0 Hi-Speed for accesories (keyboard, card-reader), USB 2.0 Hi-Speed for USB flash drive or Portable HDD, 10BASE-T/100BASE-TX/1000Base-T, Wireless 802.11b/g/n, Wireless Direct Connection.**Supported protocols:** LPD, RAW, Port9100, WSD (IPv4,IPv6), SMB, WSD-Scan(IPv4, IPv6), WINS, DHCP (IPv4, IPv6), SNMPv3 (IPv4,IPv6), WEP(64/128 bit), WPA2-PSK(AES). Supordet OS: Windows 10/8.1/7, Windows Server 2016/2012/2008, Mac OS X, Linux.**Printer management:** Remote User; Organization units ID Management; Toner status; Manager for signin; Management Console(Software server-based), for control costs by managing, tracking, andcharging back usage, and simple-to-replace,high-yield consumables help keep workmoving while achieving a low cost per page, remote diagnostics, Free cloud management solution from the manufacturer, installation support (direct connection) and management via card-reader type MiCard.**Performance specifications and accessories**: *Duty cycle:* 150,000 pages per month.Procesor/Memory and Controls: CPU Speed 800MHz x2, Memory - 1GB, Control panel - LCD Colour Touch Screen min. 5” (inch).*Power Consumption:* max - 1,500W,Standby max - 20W, Sleep mode max - 1W, Typical Electricity Consumption (TEC) - 1.5 kWh/week.CONSUMABLES: Standard Cartridge: min. 20,000 page.**Printer dimension:** External parameters: (W x D x H) 500cm x 500cm x 500cm.**WEIGHT**: max. 20kg.**Accessories included:** Media Tray/Cassette Feeder, 500 foi (A4), Cartridge standard incuded min. 20,000 pages- 1 piece, Cartridge additional min. 20,000 pages- 1 piece.**Warrant:** 3 years from the manufacturer, without keeping the packaging, with a single warranty document with the indication of S/N. |  |  |
| Inkjet Printers (Multifunctional Color Ink - Professional) |  |  |  | **Printer AIO Color Inkjet***Type:* A3, Color, Inkjet, All-In-One (Print/Copy/Scan) with DADF (2-sided, single-pass).*Type printing:* static print head (without mechanical displacement elements), Pigment type ink, water resistant and fast drying.*Colors:* 1xBlack and 3xcolor (Cyan/Magenta/Yellow).*Heating time:* max 13 sec. from the power on.**Print:** *First page (FPOT):* 7 sec.*Speed in color and B/W:* Single side - 40ppm (600dpi) and 70ppm (la 300dpi); Dual side – 20ppm (600dpi).*Resolution:* 1200x1200dpi.*Languages of printing:* PCL 5c, PCL6 (XL), Adobe PostScript.*Advanced printing functions:* Secure Print; Print from USB memory key (JPEG, TIFF, PDF); support for future implementation of Google Cloud Print, Apple Air Print and Android Mopria.**Copy:** *First copy color (FCOT):* ADF/Platen - 6 sec.*Speed color and B/W:* Single side - 40ppm (A4).*Copy modes:* Text, Text/Photo (Default), Text/Photo (High Quality), Photo.*Advanced copy functions:* Duplex copy - 2-sided to 2-sided (Automat); Multiple copies - 999 copies; Reduce / Enlarge - 25-400% in 1% increments; Collate; 2 on 1; 4 on 1.**Scan:** *Type:* Color, Platen, DADF (2-sided, single pass).*Speed* *color and B/W:* Single side - 40ipm; Dual side - 65ipm.*Resolution and colors:* Optical - 600x600dpi; Enhanced - 9600x9600dpi; Color depth - 30bit/24bit (in/out); Greyscales - 10bit/8bit (in/out).*Scan supported protocols:* TWAIN, WIA, ICA.*Advanced scan characteristics:* Scan to E-mail, PC, USB memory key, FTP (TIFF, JPEG, PDF, Compact PDF, Searchable PDF, Encrypted PDF, PDF with Digital signature; Scan to Cloud (TIFF, JPEG, PDF, PNG); iFAX - ITU-T.37 all of these must be accessible from the printer's main menu with touch console.**Paper supply:***Input:* Standard – 2xcassette of 500 sheets; Multi-purpose tray - 50 sheets; ADF - 100 sheets*Output:* 250 sheets (A4), 100 sheets (A3). *Print media type:* Plain paper, recycled paper, heavy paper, thin paper, colored paper, labels, envelopes. *Size of print media:* A5, A4, A3, B5, B4, Statement, Executive, Letter, Legal, ISO-C5, DL.*Weight of print media:* Cassette - 60 to 220 g/m², Multi-purpose tray - 60 to 255 g/m².**Interfaces and Software:***Present interfaces:* USB 2.0 Hi-Speed for PC (direct connect, in rear), USB 2.0 Hi-Speed for external memory (USB flash drive or Portable HDD, in front), 10BASE-T/100BASE-TX/1000Base-T.*Supported network protocols:* LPD, RAW, Port9100, WSD (IPv4, IPv6), SMB, WSD-Scan (IPv4, IPv6), WINS, DHCP (IPv4, IPv6), SNMPv3 (IPv4, IPv6). **Compatibility with Operating Systems:** Windows 10/8.1/7, Windows Server 2016/2012/2008, Mac OS X.**Printer management:** User Management; Organization units ID; Ink status; Management Console (meter with registration, automatic management for consumables and diagnostics).**Performance specifications and accessories:***Duty cycle:* 100,000 pages per month.*Control:* Control panel - LCD Color Touch Screen of min 5” (inch).*Language:* English, Romanian, Russian.*Power Consumption:* max - 300W, Standby max - 60W, Sleep mode max - 2W, Typical Electricity Consumption (TEC) - max. 0.5 kWh/month.*Resource / Capacity Cartridge:* standard min. - 20,000 pages in black and 15,000 pages in color (each of three colors).**External parameters:***Dimensions: (length x width x height)* max – 600cm x 600cm x 900cm.*Weight:* max. 85kg (without consumables and accessories consumables).**Accessories and consumables included in the set:** Media Tray/Cassette Feeder, 500 sheets (A4); set of cartridges 1xblack (min. 20,000 pages) and 3xcolor (min. 15,000 pages each). **Warranty:** 1 year, without keeping the packaging, with a single warranty document with the indication of S/N. |  |  |
| **Lot 4 Monitors** |  |  |  |  |  |  |
| 27'' widescreen |  |  |  | 27" IPS , 5ms, 250cd, 1920x1080 D-Sub, HDMI, DVI-D Audio Line-out, Colors: Black – silver**Warranty: 2** year, without keeping the packaging, with a single warranty document with the indication of S/N. |  |  |
| **Lot 5 Peripheral** |  |  |  |  |  |  |
| Set keyboard with mouse |  |  |  | Wired set with USB interface, Format: classic qwerty keyboard, Color: Black – blue;Mouse specification: Laser, min. 1600dpi, Number of buttons:4, Color: Black – blue.**Warranty:** 2 year, without keeping the packaging, |  |  |
| **LOT 6 Cables and accessories** |  |  |  |  |  |  |
| UTP Cable |  |  |  | UTP Solid, cat 5E 4x2, 24AWG cooper, 0,50 mm, PVC white |  |  |
| UTP Cable |  |  |  | UTP Solid, cat 5E 4x2, 24AWG cooper, 0,50 mm, PVC BLACK |  |  |
| UTP Cable |  |  |  | UTP Solid, cat 5E 2x2, 24AWG cooper, 0.50 mm, PVC white |  |  |
| Conector RJ45 |  |  |  | RJ45 UTP 8P8C 30" |  |  |
| Conector RJ45 |  |  |  | RJ45 STP 8P8C 50" |  |  |
| Conector RJ45 |  |  |  | RJ12 6P6C 30" |  |  |
| **LOT 7 Accumulators** |  |  |  |  |  |  |
| Accumulators for UPS |  |  |  | Accumulators: 12V 5Аh for UPS (Battery 12V/ 5AH).Number of items: 6 (6 cells per unit),Weight: min 1.80 Kg,Internal resistance: max 23.0 mOhm,Type terminal: : F2 Faston Tab Terminal,Material: ABS (UL 94-HB),Dimensions: (L) : 90.0±1.0 mm, (W) : 70.0±1.0 mm, (W) : 70.0±1.0 mm, Total height with terminals: (H) : 105.0±1.5 mm. |  |  |
| Accumulators for UPS |  |  |  | Accumulators: 12V 7Аh for UPS (Battery 12V/ 7AH).Capacity: min 7.2 A/h (20 hours, 1.75 V/element, at 25°C)Number of items: 6 (6 cells per unit),Weight: min 2.40 Kg,Internal resistance: max 23.0 mOhm,Type terminal: : F2 Faston Tab Terminal,Material: ABS (UL 94-HB),Dimensions: (L) 150,9 ± 2,0 mm, (W) : 64,8 ± 1,0 mm, Height of the container: (W) : 94,3 ± 1,0 mm, Total height with terminals: (H) : 98,6 ± 1,0 mm. |  |  |
| **TOTAL** |  |  |  |  |  |  |
| Signed :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last name, first name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ As : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidder : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  Annex no .23to the Standard Documentation approved by the OMFno. 115 of 15.09.2021Price specifications |  |
| *[This table will be completed by the tenderer in columns 5,6,7,8 and 11 if necessary, and by the contracting authority - in columns 1,2,3,4,9,10]* |  |
|  | Procurement procedure number \_\_\_\_\_\_\_\_\_\_\_\_\_\_from\_\_\_\_\_\_\_\_\_ |
|  | The object of the acquisition:  **IT Equipment** |
|  |  |  |
| **CPV code** | **Name of goods / services** | **Unitatea de măsură** | **Unit of measurement** | **Unit price (excluding VAT)** | **Unit price (with VAT)** | **The amount****free****VAT** | **The amount****with VAT** | **The term****delivery / rendering** | **Budget classification (IBAN)** | **Discount****%** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|  | **Goods**  |  |  |  |  |  |  |  |  |  |
|  | **Lot 1 All-in-One Computers** |  |  |  |  |  |  |  |  |  |
| 30200000-1 | All-in-One computer | Piece | 80 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
|  | **Total lot 1** |  |  |  |  |  |  |  |  |  |
|  | **Lot 2 Workstations** |  |  |  |  |  |  |  |  |  |
| 30200000-1 | Workstations | Set | 35 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
|  | **Total lot 2** |  |  |  |  |  |  |  |  |  |
|  | **Lot 3 Printers (Professional Multifunction)** |  |  |  |  |  |  |  |  |  |
| 30232110-8 | Printers (Professional Multifunction) | Piece | 10 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
| 30232150-0 | Inkjet Printers (Multifunctional Color Ink - Professional) | Piece | 1 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
|  | **Total lot 3** |  |  |  |  |  |  |  |  |  |
|  | **Lot 4 Monitors** |  |  |  |  |  |  |  |  |  |
| 30231310-3 | 27'' widescreen | Piece | 5 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
|  | **Total lot 4** |  |  |  |  |  |  |  |  |  |
|  | **Lot 5 Peripheral** |  |  |  |  |  |  |  |  |  |
| 30200000-1 | Set keyboard with mouse | Piece | 20 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
|  | **Total lot 5** |  |  |  |  |  |  |  |  |  |
|  | **LOT 6 Cables and accessories** |  |  |  |  |  |  |  |  |  |
| 32421000-0 | UTP Cable | Meter  | 9150 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
| 32421000-0 | UTP Cable | Meter | 610 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
| 32421000-0 | UTP Cable | Meter  | 3000 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
| 32422000-7 | Connector RJ45 | Piece  | 600 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
| 32422000-7 | Connector RJ45 | Piece  | 200 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
| 32422000-7 | Connector RJ45 | Piece  | 200 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
|  | **Total lot 6** |  |  |  |  |  |  |  |  |  |
|  | **LOT 7 Accumulators** |  |  |  |  |  |  |  |  |  |
| 31430000-9 | Accumulators for UPS | Piece | 100 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
| 31430000-9 | Accumulators for UPS | Piece | 100 |  |  |  |  | Delivery within 120 calendar days after signing the contract by both parties | MD32AG000000022512015310 |  |
|  | **Total lot 7** |  |  |  |  |  |  |  |  |  |
|  | **TOTAL** |  |  |  |  |  |  |  |  |  |
| Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last name, first name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ As: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |

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Annex no. 24

to the Standard Documentation approved by the OMF

no. 115 of 15.09.2021

**CONTRACT – MODEL**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Contract No.on the acquisition of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*I THE GENERAL PART**(OBLIGATORY)**Obiectul achiziției*  ***IT Equipment****Cod CPV: 30200000-1**“\_\_\_”\_\_\_\_\_\_\_\_\_20\_\_ mun. Chișinău*

|  |  |
| --- | --- |
| **Supplier / Provider of goods / services** | **The contracting authority** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,*(full name of the enterprise, association, organization)*represented by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,*(position, name, surname)*acting in the base **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,*(statute, regulation, decision, etc.)*hereinafter referred to as Supplier / Provider**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,*(no. and the date of registration in the State Register)*on the one hand, | **IP Technical University of Moldova**,represented by the **Rector - Viorel Bostan**,acting on the basis of the University Charter,hereinafter referred to as the Buyer1007600001506, from 29.01.2007,on the other hand,, |

both (hereinafter referred to as the Parties) have entered into this Agreement with respect to the following:a. Acquisition of IT Equipment, hereinafter referred to as Goods / Services, according to the **Open Procurement** procedure \_\_\_\_\_\_\_\_\_\_ no.\_\_\_\_\_\_\_ from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,based on the decision of the Buyer / Beneficiary working group from „\_\_\_” \_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_.b. The following documents will be considered part of the Contract:a) Technical specification;b) Price specification;c) *other component documents as required, for example, drawings, graphics, forms, interim and final acceptance protocol, etc*.c. In case of discrepancies or inconsistencies between the component documents of the Contract, the documents will have the order of priority listed above.d. As a consideration for the payments to be made by the Buyer / Beneficiary, the Supplier / Provider undertakes hereby to deliver / render to the Buyer / Beneficiary the Goods / Services and to remove their defects in accordance with the provisions of the Contract in all respects.e. The Buyer / Beneficiary hereby undertakes to pay to the Supplier / Provider, as consideration for the delivery / provision of goods / services, the price of the Contract within the terms and conditions established by the Contract.**1. Subject of the contract**1.1. The Supplier / Provider undertakes to deliver / supply the Goods / Services according to the Specification, which is an integral part of this Agreement.. 1.2. The Buyer / Beneficiary undertakes, in turn, to pay for and receive the Goods / Services delivered / provided by the Supplier / Provider. 1.3. The quality of the Goods is attested by the quality certificates indicated in the Specification. 1.4 The services provided under the contract will comply with the standards indicated in the Specification. 1.5 The warranty terms [validity, as the case may be] of the Goods / Services are indicated in Annex no. 22, Technical specifications.**2. Terms and conditions of delivery / service**2.1. Delivery / Provision of Goods / Services is performed by the Supplier / Provider within the terms provided by the delivery / provision schedule: **within 120 calendar days after the signing of the contract by both parties.**2.2. The documentation accompanying the Goods / Services includes:The above requirements must be provided by the contracting authority and adjusted according to the current requirements.2.3. The originals of the documents provided in point 2.2 will be presented to the Buyer / Beneficiary at the latest at the time of delivery of the goods to the final destination / provision of services. Delivery / Provision of goods / services is considered completed when the above documents are presented.**3. Price and payment terms**3.1. The price of the Goods / Services delivered / provided according to the present Contract is established in Moldovan lei, being indicated the Specification of the present Contract.3.2. The total amount of this Contract, including VAT, is established in Moldovan lei and constitutes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_lei MD. *(the sum with numbers and letters)*3.3. Payment for payments for Goods / Services delivered / provided will be made in Moldovan lei. 3.4. The method and conditions of payment by the Buyer / Beneficiary will be: **Payment of the Goods for the Goods delivered by the Seller and received by the Buyer is made based on the Deed of delivery-receipt of the goods signed by the representatives of both Parties and the fiscal invoice presented by the Seller, within 10 working days from the date of receipt of documents by Buyer.**3.5. Payments will be made by bank transfer to the settlement account of the Supplier / Provider indicated in this Agreement.**4. Delivery-receipt conditions**4.1. The goods / services are considered to have been handed over by the Supplier / Provider and received by the Buyer / Beneficiary [consignee, as the case may be] if:a) the quantity of the Goods / Services corresponds to the information indicated in the List of goods / services and the delivery / service schedule and accompanying documents according to point 2.2 of this Contract;b) the quality of the Goods / Services corresponds to the information indicated in the Specification;*c*) the packaging and integrity of the Goods correspond to the information indicated in the Specification.4.2. The Supplier / Provider is obliged to present to the Buyer / Beneficiary an original copy of the fiscal invoice together with the delivery / provision of the Goods / Services, in order to make the payment. For non-compliance by the Supplier / Provider of this clause, the Buyer / Beneficiary reserves the right to increase the payment term provided in point 3.4 corresponding to the number of days of delay and to be exempted from paying the penalty established in point 10.3.**5. Standards**5.1. The goods / services provided / provided under the contract will comply with the standards presented by the supplier in his technical proposal.5.2. When no applicable standard or regulation is mentioned, the standards or other regulations authorized in the country of origin of the Goods / Services will be observed.**6. Obligations of the Parties**6.1. Pursuant to this Agreement, the Supplier / Provider undertake:a) to deliver / provide the Goods / Services under the conditions provided by this Contract;b) to notify the Buyer / Beneficiary after signing this Contract, within \_\_\_\_ calendar days, by telephone / fax or electronic means, about the availability of delivery / provision of Goods / Services;c) to ensure the appropriate conditions for the receipt of the Goods / Services by the Buyer / Beneficiary [consignee, as the case may be], within the established deadlines, in accordance with the requirements of this Agreement;d) to ensure the integrity and quality of the Goods / Services throughout the period until their receipt by the Buyer / Beneficiary [consignee, as appropriate].6.2. Pursuant to this Agreement, the Buyer / Beneficiary undertakes:a) to take all the necessary measures to ensure the receipt within the established term of the Goods / Services delivered / provided in accordance with the requirements of this Contract;b) to ensure the payment of the Goods / Services delivered / provided, respecting the modalities and terms indicated in this Contract.**7. Circumstances justifying non-performance of the contract**7.1. The parties are exonerated from liability for partial or complete non-fulfillment of obligations under this Agreement, if this is caused by cases of circumstances that justify the non-performance of the contract (wars, natural disasters: fires, floods, earthquakes and other circumstances that do not depend on the will of the Parties).7.2. The Party invoking the clause of the circumstances justifying the non-performance of the contract is obliged to inform immediately (but not later than 10 days) the other Party about the occurrence of the circumstances justifying the non-performance of the contract.7.3. The occurrence of the circumstances justifying the non-performance of the contract, the time of initiation and the time limit for action must be confirmed by a notice of attestation, duly issued by the competent body in the country of the Party invoking such circumstances.7.4 If in the circumstances justifying the non-performance of the contract, it is amended by the additional agreement, including the modification of the terms of performance, in the event of a subsequent performance of the contract. When performing point 7.1 and point 7.3, the parties modify the contract by agreement - additionally, regarding the partial or complete non-fulfillment of the obligations, including the modification of the terms in case of suspension and subsequent execution of the contract.**8. Termination**8.1. The termination of the Contract may be made by mutual agreement of the Parties.8.2. The contract may be terminated unilaterally by:a) Buyer / Beneficiary in case of refusal of the Supplier / Provider to deliver / render the Goods / Services provided in this Contract; b) Buyer / Beneficiary in case of non-compliance by the Supplier / Provider of the established delivery / delivery terms;c) Supplier / Provider in case of non-compliance by the Buyer / Beneficiary of the payment terms of the Goods / Services;d) Supplier / Provider or Buyer / Beneficiary in case of dissatisfaction by one of the Parties of the claims submitted under this Agreement.8.3 Buyer / Beneficiary has the right to unilaterally terminate the contract during its validity period in one of the following situations:a) the contractor was, at the time of his award, in one of the situations that would have determined his exclusion from the award procedure according to art. 19 of Law no. 131/2015 on public procurement;b) the contract has been the subject of a substantial change that requires a new public procurement procedure in accordance with art. 76 of Law no. 131/2015 on public procurement;c) he contract should not have been awarded to the respective contractor, given a serious breach of obligations resulting from Law no. 131/2015 on public procurement and / or international treaties to which the Republic of Moldova is a party, which was found by a decision of a national or, as the case may be, international court.8.4. The initiating party to the termination of the Contract is obliged to communicate within \_\_\_ working days to the other Party about its intentions by a motivated letter.8.5. The notified party is obliged to respond within \_\_\_ working days from the receipt of the notification. If the dispute is not resolved within the set time limits, the initiating party shall initiate the resolution.**9. Complaints** 9.1. Complaints regarding the quantity of Goods / Services delivered / provided are submitted to the Supplier / Provider at the time of their receipt, being confirmed by a document drawn up jointly with the representative of the Supplier / Provider.9.2. Claims regarding the quality of the goods / services delivered / provided are submitted to the Supplier / Provider within \_\_\_ days from the detection of quality deficiencies and must be confirmed by a certificate issued by an independent neutral organization and authorized for this purpose.9.3. The Supplier / Provider is obliged to examine the claims submitted within \_\_\_ days from the date of their receipt and to communicate to the Buyer / Beneficiary about the decision taken.9.4. In case of recognition of the claims, the Supplier / Provider is obliged, within \_\_\_ days, to deliver / provide additionally to the Buyer / Beneficiary the undelivered / unspent quantity of goods / services, and in case of finding the improper quality - to replace or replace them. correct them in accordance with the requirements of the Contract. 9.5. The Supplier / Provider is responsible for the quality of the Goods / Services within the established limits, including for the hidden defects.9.6. In case of deviation from the quality confirmed by the quality certificate drawn up by the independent neutral organization or authorized for this purpose, the expenses for parking or delay shall be borne by the guilty party.**10. Sanctions**10.1. The form of guarantee of good execution of the contract agreed by the Buyer / Beneficiary is **Performance guarantee issued by a commercial bank or Performance guarantee by transfer to the contracting authority's account**, in the amount of **5%** from the value of the contract. 10.2. For the refusal to sell / provide the Goods / Services provided in this Contract, the guarantee of good execution of the contract will be retained, if it was constituted in accordance with the provisions of point 10.1., Otherwise the Supplier / Provider bears a penalty. in the amount of **5 %** [indicate percentage] of the total amount of the contract.10.3. For late delivery / provision of Goods / Services, the Supplier / Provider bears the payment of compensation in the amount of **1 %** of the amount of Goods / Services not delivered / not provided, for each day of delay, but not more than **5 %** [indicate percentage] of the amount total of this Agreement. If the delay exceeds **10** days, the Supplier / Provider submits a written explanation to the Buyer / Beneficiary. If the Buyer / Beneficiary agrees, the Supplier / Provider extends the term of validity of the performance guarantee, otherwise it is considered as a refusal to deliver / provide the Goods / Services provided in this Contract and the Supplier / Provider will be withheld the performance guarantee. execution of the Contract, if it has been constituted in accordance with the provisions of point 10.1.10.4. For late payment, the Buyer / Beneficiary bears the payment of compensation in the amount of **1%** [indicate the percentage] of the amount of Unpaid Goods / Services, for each day of delay, but not more than **5 %** [indicate the percentage] of the total amount of this contract.10.5. The first working day following the date that constitutes the delivery / delivery deadline, as well as the payment deadline is considered a working day of delay. 10.6. The amount of the penalty calculated to the Supplier / Provider under this Agreement may be deducted (withheld) by the Buyer / Beneficiary from the amount of payment for the Goods / Services delivered / provided.**11. Intellectual property rights**11.1. The Supplier / Provider has the obligation to indemnify the purchaser against anyone:a) lawsuits and lawsuits resulting from infringements of intellectual property rights (patents, names, trademarks, etc.) related to equipment, materials, installations, or machinery used for or in connection with purchased products, andb) damages, costs, fees and expenses of any kind, related, unless such violation results from compliance with the Terms of Reference prepared by the purchaser.**12. Final provisions**12.1. Disputes that may result from this Agreement will be settled amicably by the Parties. Otherwise, they will be sent for examination to the competent court according to the legislation of the Republic of Moldova.12.2. The contracting parties have the right, during the performance of the contract, to agree on the modification of the contract terms, by additional agreement, only in case of circumstances that harm their legitimate commercial interests and could not be foreseen at the date of conclusion of the contract. Amendments and additions to this Agreement are valid only if they have been made in writing and signed by both Parties. 12.3. Neither Party has the right to transfer its obligations and rights stipulated in this Agreement to third parties without the written consent of the other party.12.4. This Contract, if signed electronically, by both parties, it is automatically submitted by electronic means, but if the contract is signed in handwriting, it is drawn up in two copies in Romanian, one copy for the Supplier / Provider, Buyer / Beneficiary.12.5. This Contract is considered concluded on the date of signing and enters into force on the date of registration with one of the regional treasuries of the Ministry of Finance, if the financial sources are allocated from the state / local budget, or on the date of signing or at a later date. indicated in this contract if the management of financial sources is not carried out through the treasury system.12.6. This contract is valid until **31.12.2022.**12.7. This Agreement is the agreement of the parties and shall be deemed signed on the date of the last signature by one of the parties.12.8. In order to confirm the above, the Parties have signed this Agreement in accordance with the legislation of the Republic of Moldova. II. CONDITIONS SPECIAL CONTRACT (IF NECESSARY) **LEGAL, POSTAL AND PAYMENT REQUIREMENTS OF THE PARTIES**

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| --- | --- |
| **Supplier / Provider of goods / services** | **Buyer / Beneficiary** |
| Postal adress: | Postal adress: MD-2004, mun. Chisinau, bd. Ștefan cel Mare Street, nr. 168 |
| Phone: | Phone: +373 22 23-35-03 |
| Fiscal Code: | Fiscal Code: 1007600001506 |
| Bank: | Bank: BC „Moldova-Agroindbank” SA, Chisinau, Center Branch |
| Code: | Code: AGRNMD2X723 |
| IBAN: | IBAN: MD32AG000000022512015310 |
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**SIGNATURES OF THE PARTIES**

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| **Supplier / Provider of goods / services** | **Buyer / Beneficiary** |
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Annex no. 1to the contract no. \_\_\_\_\_\_\_\_\_\_\_from „\_\_\_\_” \_\_\_\_\_ 20\_\_\_\_\_\_\_TECHNICAL SPECIFICATIONS - according to the data in annex no. 22

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 **SIGNATURES OF THE PARTIES**

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| **Supplier / Provider of goods / services** | **Buyer / Beneficiary** |
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Annex no. 2to the contract no. \_\_\_\_\_\_\_\_\_\_\_from „\_\_\_\_” \_\_\_\_\_ 20\_\_\_\_\_\_\_ PRICE SPECIFICATIONS - according to the data in annex no. 2. 3

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**SIGNATURES OF THE PARTIES**

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| **Supplier / Provider of goods / services** | **Buyer / Beneficiary** |
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