



## Acord de asociere

## Association Agreement

Prezentul Acord de asociere (denumit în continuare „**Acordul**”) este încheiat între următoarele părți:

This Association Agreement (hereinafter referred to as “**Agreement**”) is entered into by the following parties:

**ICS “Reliable Solutions Distributor” SRL,**  
cu sediul la adresa str. Alexandru cel Bun 85,  
Chișinău  
Republica Moldova  
(denumită în continuare „**RSD**”)

**I.C.S. “Reliable Solutions Distributor” S.R.L.,**  
having its place of business at 85 Alexandru cel Bun Street,  
Chisinau  
Republic of Moldova  
(hereinafter referred to as “**RSD**”)

și

and

**Mühlbauer ID Services GmbH,**  
cu sediul la adresa Josef-Mühlbauer-Platz 1,  
93426 Roding,  
Germania  
(denumită în continuare „**Mühlbauer**”),

**Mühlbauer ID Services GmbH,**  
having its place of business at Josef-Mühlbauer-Platz 1,  
93426 Roding,  
Germany  
(hereinafter referred to as „**Mühlbauer**”),

După cum poate impune contextul, Mühlbauer și RSD sunt denumite în continuare împreună „**Părțile**” sau „**Ofertanți Asociați**” ori individual „**Parte**” sau „**Membru al Asocierii**”.

As the context may require, Mühlbauer and RSD are hereinafter collectively referred to as “**Parties**” or “**Associated Tenderers**” or individually as “**Party**” or “**Association Member**”.

### Preambul:

### Preamble:

ÎNTRUCĂT, Întreprinderea de Stat „Aeroportul Internațional Chișinău” (denumită în continuare „**Autoritatea contractantă**”) a lansat o licitație publică pentru „Sistem automatizat de control la frontieră (ABC, e-Gate)”, aferentă ID-ului MTender ocds-b3wdp1-MD-1774963944764 (21590534) (denumită în continuare „**Licitația**”).

WHEREAS, the State Enterprise “Chișinău International Airport” (hereinafter referred to as “**Contracting Authority**”) called for a public tender for the “Automated Border Control System (ABC, e-Gate)”, related to MTender ID ocds-b3wdp1-MD-1774963944764 (21590534) (hereinafter referred to as the “**Tender**”).

Prin prezentul Acord, Părțile își reunesc eforturile în cadrul unei asocieri, cu scopul de a organiza și desfășura activități comune pentru depunerea cu succes a unei oferte (denumită în continuare „**Oferta**”) în vederea participării comune la Licitație.

With this Agreement the Parties join their efforts in an association in the aim to organize and accomplish joint activities for the successful submission of an offer (hereinafter referred to as “**Bid**”) for joint participation in the Tender.

În cazul în care contractul este atribuit Asocierii ca rezultat al procesului de Licitație (denumit în continuare „**Contractul**”), Ofertanții Asociați își vor reuni eforturile pentru executarea acestuia, în conformitate cu sfera de activitate convenită, în vederea realizării cu succes a cerințelor Licitației.

In the event that the contract is awarded to the Association as a result of the Tender process (hereinafter referred to as the “**Contract**”) the Associated Tenderers will join their efforts in its execution in accordance with the agreed scope of work in order to successfully realize the requirements of the Tender.

În temeiul celor expuse, Părțile, în calitatea pe care o dețin, recunosc capacitatea reciprocă și deplină de a se obliga în conformitate cu următoarele prevederi:

By virtue of this, the Parties, in the representation they hold, acknowledge the mutual and full capacity to bind themselves in accordance with the following stipulations:



#### Articolul 1

#### Article 1

Obiectul Acordului îl constituie înființarea unei asocieri în vederea participării la licitație, având ca scop pregătirea și depunerea Ofertei și realizarea cerințelor Licitației în cazul în care Asociera este desemnată câștigătoare. Asociera constituită de Mühlbauer și RSD va fi denumită „RSD-Mühlbauer-Ofertanți Asociați” (denumită în continuare „Asociera”).

The subject of the Agreement is the establishment of a bidding association for the purpose of preparing and submitting the Bid and the realization of the requirements of the Tender in case the Association is awarded. The Association formed by Mühlbauer and RSD will be called „RSD-Mühlbauer-Association Tenderers” (hereinafter the “Association”).

#### Articolul 2

#### Article 2

Asociera se angajează, în cazul în care este desemnată câștigătoare, să execute cerințele Licitației în conformitate cu cele mai bune standarde profesionale și tehnice.

The Association undertakes, in case of being awarded, to execute the requirements of the Tender, in compliance with the best professional and technical standards.

#### Articolul 3

#### Article 3

3.1 Prin prezentul, Părțile convin să numească RSD în calitate de lider și reprezentant al Asocierii (denumit în continuare „Liderul Asocierii”).

3.1 Herewith the Parties agree to appoint RSD as the leader and representative of the Association (hereinafter „Association Leader”).

3.2 De asemenea, prin prezentul act, se acordă puteri de reprezentare ample și suficiente, conform cerințelor legii aplicabile, pentru reprezentarea Asocierii.

3.2 Likewise, by means of this act, ample and sufficient powers of representation are granted, as required by applicable law to represent the Association.

3.3 Pentru toate scopurile, domiciliul Asocierii va fi la oficiul RSD situat la str. Alexandru cel Bun 85, Chișinău, Republica Moldova

3.3 For all purposes the domicile of the Association will be the offices of RSD at 85 Alexandru cel Bun Street 85, Chisinau, Republic of Moldova

#### Articolul 4

#### Article 4

4.1 Părțile convin că, pentru realizarea cu succes a cerințelor Licitației, fiecare Parte este responsabilă pentru propria sferă de activitate, astfel cum este stabilită prin reglementările interne, în timp ce ambele Părți răspund în mod solidar față de Autoritatea contractantă.

4.1 The Parties agree that, for the successful realization of the requirements of the Tender, each Party is responsible for their respective scope of work as determined by internal regulations, while both Parties shall be jointly and severally liable towards the Contracting Authority.

4.2 Părțile declară că vor fi responsabile față de Asociera și față de cealaltă Parte pentru îndeplinirea efectivă a fiecăreia dintre obligațiile lor în vederea executării corespunzătoare a cerințelor Licitației, în cazul în care aceasta este atribuită Asocierii, fără a aduce atingere răspunderii lor solidare pentru obligațiile asumate față de Autoritatea contractantă.

4.2 The Parties declare that they will be responsible towards the Association and towards their counterparts for effectively complying with each of their obligations for the proper performance of the requirements of the Tender, in case it is awarded to the Association, without prejudice to their joint and several liability for the obligations assumed towards the Contracting Authority.

4.3 În plus, Părțile convin asupra următoarelor:

4.3 Furthermore, the Parties agree to the following:

4.3.1. RSD va:

4.3.1. RSD shall:

- a) coordona pregătirea și depunerea Ofertei;
- b) reprezenta Asociera în relația cu autoritatea contractantă și platformele de achiziții;
- c) semna documentele necesare pentru participare, în numele Asocierii, în baza prezentului Acord și/sau a procurilor emise de Membrul Asocierii;

- a) coordinate the preparation and submission of the Bid;
- b) represent the Association in relation to the contracting authority and the procurement platforms;
- c) sign the documents necessary for participation, on behalf of the Association, on the basis of this Agreement and/or the powers of attorney issued by the Association Member;

- d) va asigura coordonarea locală, comunicarea cu Autoritatea contractantă, recepționarea și gestionarea solicitărilor de suport, suportul tehnic local, serviciile de mentenanță și serviciile de garanție pentru echipamentele furnizate în cadrul Proiectului, în conformitate cu documentația de atribuire, cerințele contractuale aplicabile Proiectului (inclusiv Scope of Work - Anexa nr.1), garanția solicitată și/sau garanția oferită, precum și cu nivelurile de servicii descrise în Anexa nr. 2 – SLA privind serviciile de garanție și deservire;
- e) coordona executarea Contractului, în cazul în care acesta este atribuit;
- f) acționa ca Parte care facturează către Autoritatea contractantă în numele Asocierii, încasa plățile de la Autoritatea contractantă și distribui plățile încasate în cadrul Asocierii conform procentului de participare convenit.

#### 4.3.2. Mühlbauer va:

- a) furniza documentele de calificare, eligibilitate și conformitate care îi revin;
- b) furnizeza suportul tehnic, documentația tehnică, expertiza și performanțele necesare, în conformitate cu Caietul de sarcini – Anexa nr. 1, garanția solicitată și/sau garanția oferită, precum și nivelurile de servicii descrise în Anexa nr. 2 – Termeni SLA privind serviciile de garanție și mentenanță;
- c) participa la executarea Contractului, în conformitate cu responsabilitățile convenite reciproc la nivel intern.

#### Articolul 5

În temeiul prezentului Acord, Părțile vor coopera cu bună-credință pentru pregătirea Licităției și pentru executarea Contractului, în cazul în care acesta este atribuit. Părțile vor răspunde în mod solidar față de Autoritatea contractantă pentru toate consecințele care decurg din participarea Asocierii la procedura de Licităție sau la executarea contractului respectiv, în cazul în care acesta este atribuit.

#### Articolul 6

6.1. Părțile convin în mod expres că durata prezentului Acord va începe la data semnării acestuia și va rămâne în vigoare pe întreaga durată a procesului de ofertare, atribuire, semnare și executare integrală a obligațiilor pe care Asocieria le asumă și le contractează în temeiul Licităției.

6.2. În cazul în care Licităția nu este atribuită Asocierii, prezentul Acord va înceta automat odată ce respingerea Ofertei devine definitivă și obligatorie.

- d) shall ensure local coordination, communication with the Contracting Authority, receipt and management of support requests, local technical support, maintenance services and warranty services for the equipment supplied under the Project, in accordance with the tender documentation, the contractual requirements applicable to the Project, including the Scope of Work – Annex no. 1, the requested warranty and/or the offered warranty, as well as the service levels described in Annex no. 2 – SLA terms regarding warranty and maintenance services;
- e) coordinate the performance of the Contract, should it be awarded;
- f) act as invoicing Party towards the Contracting Authority on behalf of the Association, collect payments from the Contracting Authority and distribute incoming payments within the Association as per the agreed participation percentage.

#### 4.3.2. Mühlbauer shall:

- a) provide the qualification, eligibility, and compliance documents incumbent upon it;
- b) provide the technical support, technical documentation, expertise and performances in accordance with the Scope of Work – Annex no. 1, the requested warranty and/or the offered warranty, as well as the service levels described in Annex no. 2 – SLA terms regarding warranty and maintenance services;
- c) participate in the performance of the Contract, in accordance with the responsibilities mutually internally agreed upon.

#### Article 5

By virtue of this Agreement, the Parties shall cooperate in good faith for the preparation of the Tender and for the performance of the Contract, should it be awarded. The Parties will respond jointly and severally to the Contracting Authority for all the consequences derived from the participation of the Association in the Tender procedure or in the execution of the respective contract, if it is awarded.

#### Article 6

6.1. The Parties expressly agree that the duration of this Agreement shall commence on the date of its signature and shall remain in force for the entire duration of the bidding process, award, signature and full execution of the obligations that the Association assumes and contracts by virtue of the Tender.

6.2. Should the Tender not be awarded to the Association, this Agreement shall automatically terminate once the rejection of the Bid becomes final and binding.

**Articolul 7**

**Article 7**

Drepturile și obligațiile interne dintre Părți, inclusiv, dar fără a se limita la alocarea sarcinilor, termenele de plată și răspunderea, vor fi guvernate de un Acord intern de asociere separat („Acordul intern de asociere”), care urmează a fi încheiat între Părți. În cazul oricărui conflict între prezentul Acord și Acordul intern de asociere, prevederile prezentului Acord vor prevala față de Autoritatea contractantă, în timp ce Acordul intern de asociere va governa relația dintre Părți.

The internal rights and obligations between the Parties, including but not limited to the allocation of tasks, terms of payment and liability, shall be governed by a separate internal Association Agreement (the "Internal Association Agreement") to be concluded among the Parties. In the event of any conflict between this Agreement and the Internal Association Agreement, the provisions of this Agreement shall prevail towards the Contracting Authority, while the Internal Association Agreement shall govern the relationship between the Parties.

**Articolul 8**

**Article 8**

Prezentul Acord și relațiile dintre Ofertanții Asociați vor fi guvernate de legile Republicii Moldova. Orice litigii care decurg din prezentul Acord sau în legătură cu prezentul Acord, inclusiv în special cu privire la existența sau încetarea acestuia, vor fi soluționate de instanțele ordinare din Republica Moldova.

This Agreement and the relations between the Associated Tenderers shall be governed by the laws of the Republic of Moldova. Any disputes arising from this Agreement or in connection with this Agreement, especially also regarding its existence or termination, shall be decided by the ordinary courts of the Republic of Moldova.

**Articolul 9**

**Article 9**

- 9.1. Orice modificare a prezentului Acord va fi valabilă numai dacă este făcută în scris și semnată de ambele Părți.
- 9.2. Prezentul Acord este întocmit în trei exemplare identice, dintre care fiecare Parte păstrează câte un exemplar, iar al treilea se depune ca anexă la Ofertă.
- 9.3. Prezentul Acord este semnat în versiune bilingvă, în limba engleză și în limba locală a Republicii Moldova (română). În caz de conflict între versiunea în limba engleză și versiunea în limba română, versiunea în limba engleză va prevala.
- 9.4. La prezentul Acord se anexează și fac parte integrantă din acesta următoarele anexe:
- a) Anexa nr. 1 – Scope of Work;
  - b) Anexa nr. 2 – SLA privind serviciile de garanție și deservire.

- 9.1. Any amendment to this Agreement shall be valid only if made in writing and signed by both Parties.
- 9.2. This Agreement is made in three identical copies of which each Party keeps one copy, and the third is submitted as an attachment to the Bid.
- 9.3. This Agreement is signed bilingual, in English and local Moldovian language (Romanian). In case of conflict between the English and the Romanian version, the English version shall prevail.
- 9.4. The following annexes are attached to this Agreement and form an integral part thereof:
- a) Annex no. 1 – Scope of Work;
  - b) Annex no. 2 – SLA terms regarding warranty and maintenance services.

DREPT PENTRU CARE, Părțile prin prezenta convin asupra termenilor Acordului.

IN WITNESS WHEREOF, the Parties hereby agree to the terms of the Agreement.

Pentru RSD

Pentru Mühlbauer

For RSD

For Mühlbauer

Cloștirea 05.05.2016  
(Locul) (Data)

Rodig 05.05.2016  
(Locul) (Data)

Cloștirea 05.05.2016  
(Place) (Date)

Rodig 05.05.2016  
(Place) (Date)

Vitalie Anghel  
(Numele)

Karl Brandel  
(Numele)

Vitalie Anghel  
(Name)

Karl Brandel  
(Name)

(Semnătura)

(Semnătura)

(Signature)

(Signature)



**Mühlbauer**  
High Tech International  
Association Agreement

Confidential

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*Annex no. 1 – Scope of Work;*

**1. Component Provision**

Component Provision	Responsible		Description
	MB	RSD	
MB Fast Gate – Hardware	X		2.3 MB Fast Gate - Hardware
MB Fast Gate – Software / Control and monitoring of the ABC System	X		2.4 MB Fast Gate – Software / Control and Monitoring of the ABC System
IT SW & IT HW for Main Data Center		X	Components of IT systems and network infrastructure – monitoring stations, IT and communications infrastructure (hardware) associated with the ABC system – IT&C equipment necessary for operation according Annex 3.

**2. Implementation Services**

Provision	Responsible		Description
	MB	RSD	
Project Initiation & Project Management		X	Clarification of technical requirements
		X	Project coordination (operational meetings)
		X	Support in clarification of technical requirements
Necessary building refurbishments		X	Any kind of necessary works related to Installation Facilities, Communications and Civil Works in Moldova
Procurement of Necessary IT SW & IT HW for Main Data Center		X	Procurement & Delivery of Specified IT HW & SW for Main Data Center to its final installation place at customer in Chisinau in Moldova
Installation of procured IT SW & IT HW for Main Data Center		X	Installation of IT HW & SW for Main Data Center to its final installation place at customer in Chisinau in Moldova; connection to the customer environment as required by the tender.
	X		MB team will audit of installed Main Data center by MB employee for 3 days in presence of RSD in Chisinau, Moldova

Audit of installed IT SW & IT HW for Main Center		X	RSD is responsible to correct all findings in shortest time possible and in full compliancy with tender requirements and with given deadlines and instructions from MB side.
Training at Mühlbauer Facility in Germany	X		Trainer for Training by MB for RSD Engineers at Mühlbauer Facility in Roding, Germany: <ul style="list-style-type: none"> <li>- 3 days for software solution</li> <li>- 4 days training for eGate Hardware</li> <li>- 1 days for IT</li> </ul>
		X	Trainees: 2 (two) machine service engineers from RSD side, experienced in mechatronics, electronics, mechanics, IT networks and basic programming skills;  For the duration of the training.  It is recommended to stay for the FAT and customer training.  RSD has to cover all travel, accommodation and local costs during stay in Roding, Germany
Pre-commissioning at MB facility in Roding	X		Pre-commissioning and preparation for Factory Acceptance Test (FAT) in Roding for 10x eGate HW & Software (please note that software will be installed on Test servers from Mühlbauer)
Training provided to Staff of Customer	X		Training for customer: eGate Operation and Basic Maintenance (2 days in Roding)  Including travel and accommodation costs for customer trainees (2 persons)
FAT	X		FAT with customer: 2 persons (2 days in Roding)  Including travel and accommodation costs for customer FAT delegation (2 persons)
Delivery from Mühlbauer in Roding/Germany to Moldova at place of installation	X		Logistics and transportation on terms of CIP Chisinau International Airport, Moldova

Domestic logistic		X	<ul style="list-style-type: none"> <li>• Customs clearance, transport to respective site, potential needed temporary storage of goods, adequate storage of goods to avoid damages;</li> <li>• Carry out all logistics in Moldova after customs clearance (distribution to installation location);</li> </ul>
		X	<ul style="list-style-type: none"> <li>• Temporary storage at a local warehouse in Moldova;</li> </ul>
SAT and Commissioning phase in Moldova	X		<ul style="list-style-type: none"> <li>• On-site equipment installation and integration for 5 psc. <b>in piloting process</b>, including: <ul style="list-style-type: none"> <li>- Physical setup of the eGate systems and ITC infrastructure;</li> <li>- Electrical and network interconnection;</li> <li>- Configuration checks of hardware and software systems;</li> <li>- System startup and functional verification prior to SAT.</li> </ul> </li> </ul>
		X	<ul style="list-style-type: none"> <li>• Assistance in on-side equipment installation and integration <b>in piloting process</b>, including: <ul style="list-style-type: none"> <li>- Physical setup of the eGate systems and ITC infrastructure;</li> <li>- Electrical and network interconnection;</li> <li>- Configuration checks of hardware and software systems;</li> <li>- System startup and functional verification prior to SAT.</li> </ul> </li> </ul>
		X	<ul style="list-style-type: none"> <li>• On-site equipment installation and integration <b>for rest of 5 psc.</b>; <ul style="list-style-type: none"> <li>- Physical setup of the eGate systems and ITC infrastructure;</li> <li>- Electrical and network interconnection;</li> <li>- Configuration checks of hardware and software systems;</li> <li>- System startup and functional verification prior to SAT.</li> </ul> </li> </ul>
	X		<ul style="list-style-type: none"> <li>• Support in On-site equipment installation and integration <b>for rest of 5 psc.</b>; <ul style="list-style-type: none"> <li>- Physical setup of the eGate systems and ITC infrastructure;</li> <li>- Electrical and network interconnection;</li> <li>- Configuration checks of hardware and software systems;</li> <li>- System startup and functional verification prior to SAT.</li> </ul> </li> </ul>
Ramp-Up Support		X	<ul style="list-style-type: none"> <li>• Ramp-up technical support (5 days on-site/Monday - Friday, 8h / day). Provision of sufficient technical staff to provide the ramp-up support.</li> </ul> <p>If required by the customer.</p>
Training for Customer at Customer Facility		X	<ul style="list-style-type: none"> <li>• In order to train technical team of customer nominated to perform basic maintenance activities of the equipment &amp; software at Chisinau Airport site, provider will train nominated staff at airport for: <ul style="list-style-type: none"> <li>- Solution Operation (1 day for Entry / 1 day for Exit)</li> <li>- Maintenance &amp; Troubleshooting (1 day for Entry / 1 day for Exit)</li> <li>- Solution Administration (2 days)</li> </ul> </li> </ul>

### 3. Maintenance and Support Services

Once the installation is complete, the maintenance and support phase starts with the Site Acceptance tests and runs for a period of 36 months. The phase includes all necessary service activities to maintain the effectiveness and efficiency of proposed Equipment after commissioning.

To maintain the systems, a Service Level Agreement (SLA) will be in place in conjunction with the service concept described below.

Incident Management			
Provision	Responsible		Description
	MB	RSD	
On site and First Level Support		X	<ul style="list-style-type: none"> <li>• Provision of On Site and First Level Support for all technical items according to the tender requirement:               <ul style="list-style-type: none"> <li>- Response time by phone – up to 2 business hours;</li> <li>- Response time for diagnosing the equipment and determining the cause of the malfunction, including remotely (as applicable) – up to 8 business hours;</li> <li>- Response time for restoring equipment functionality, including using spare parts available in stock – up to 3 calendar days;</li> <li>- Response time for restoring equipment functionality using spare parts not available in stock – up to 15 calendar days, excluding time spent on customs procedures;</li> </ul> </li> </ul> <p>Business hours – from 8:00 a.m. to 5:00 p.m. (And in full compliance to support, response and resolution times requirements of the tender), according to the time zone of the Republic of Moldova. Calendar days – according to the official calendar of the Republic of Moldova.</p> <ul style="list-style-type: none"> <li>- In the event that a major fault is identified that affects the normal operation of the ABC System, the Bidder must intervene to remedy the fault within a timeframe established in the support agreement, typically no more than 72 hours</li> </ul>
Second Level Support		X	<ul style="list-style-type: none"> <li>• Local partner is forming a team of specialists capable of resolving deeper and more extensive incidents in relation to:               <ul style="list-style-type: none"> <li>- Automated Border Control Systems;</li> <li>- Application Software;</li> <li>- Server System;</li> <li>- Network;</li> <li>- Any Facility Components.</li> </ul> </li> <li>• Only when this team is no longer able to solve an incident on the Automated Border Control Systems and Application Software the local partner specialist team shall involve the MB specialist team for resolution. Local partner ensures that the tender claim in terms of the required resolution time is met:               <ul style="list-style-type: none"> <li>- Response time by phone – up to 2 business hours;</li> <li>- Response time for diagnosing the equipment and determining the cause of the malfunction, including remotely (as applicable) – up to 8 business hours;</li> </ul> </li> </ul>

			<ul style="list-style-type: none"> <li>- Response time for restoring equipment functionality, including using spare parts available in stock – up to 3 calendar days;</li> <li>- Response time for restoring equipment functionality using spare parts not available in stock – up to 15 calendar days, excluding time spent on customs procedures;</li> </ul> <p>Business hours – from 8:00 a.m. to 5:00 p.m.(And in full compliance to support, response and resolution times requirements of the tender), according to the time zone of the Republic of Moldova. Calendar days – according to the official calendar of the Republic of Moldova.</p> <ul style="list-style-type: none"> <li>- In the event that a major fault is identified that affects the normal operation of the ABC System, the Bidder must intervene to remedy the fault within a timeframe established in the support agreement, typically no more than 72 hours</li> </ul>
Third Level Support		X	<ul style="list-style-type: none"> <li>• Provision of: <ul style="list-style-type: none"> <li>- Coordination of any type of 3rd Level Support requirement with the relevant manufacturer;</li> <li>- Remote access to the system if required;</li> </ul> </li> </ul>
Remote 2nd & 3rd Level Support to RSD for Incident Resolution for 3 years from the date of SAT	X		<ul style="list-style-type: none"> <li>- 2nd &amp; 3rd Level Remote Support over ServiceDesk, Phone, E-mail to RSD Engineers for incident resolution</li> </ul> <p>Availability: Mon.-Fri. 08:00-17:00 CET, excluding public holidays in Germany</p>
General Aspects		X	<ul style="list-style-type: none"> <li>• Provide Helpdesk System and Service / Service Staff to enable the announcement of any type of incidence by Email, Telephone, other type of media as a ticket;</li> <li>• Provide incident notice / ticket concerning Application Software, Automated Border Control Systems to Helpdesk System of Mühlbauer;</li> <li>• Maintenance of all incidence to enable tracking of each incidence occurred.</li> </ul>
<b>Maintenance</b>			
Annual Preventive Maintenance		X	<p>Preventive Maintenance for:</p> <ul style="list-style-type: none"> <li>• ABC eGATE;</li> </ul> <p>(Software &amp; Hardware ) done as follows:</p> <ul style="list-style-type: none"> <li>- Once per year by 1x Hardware Service Engineer for <b>4 working days</b> ( 2 days for entry &amp; 2 days for exit ) conducted on site</li> </ul> <p>Preventive Maintenance includes the following tasks:</p> <ul style="list-style-type: none"> <li>• Early detection of damage and wear, minimizing the risk of unplanned Equipment downtime</li> <li>• Exchange of information between engineers</li> <li>• General check of Equipment’s software and hardware</li> <li>• Sensor and actuator tests including adjustment, if necessary</li> <li>• Inspection of all moving parts, pin joints, guides, etc. including adjustment, if required</li> <li>• Check of process stations, such as coding etc.</li> </ul>

			<ul style="list-style-type: none"> <li>• Check for early detection of defects, replacement of wear parts, minor repairs</li> <li>• Provision of the ongoing training for the end-customer's technicians throughout the duration of the ABC System's use to ensure its efficient operation and safety</li> </ul>
	X		<ul style="list-style-type: none"> <li>• Once per year for e-Gates Software by software engineer for 3 days conducted on-site</li> </ul>
Corrective Maintenance according to needs		X	<ul style="list-style-type: none"> <li>• Providing a team of trained engineers ready to be deployed at the place of installation to conduct corrective maintenance tasks.</li> <li>• To resolve warranty cases within the specified SLA.</li> </ul> <p>The local partner ensures compliance with the tender requirements regarding the required resolution time, as follows:</p> <ul style="list-style-type: none"> <li>- Response time by phone – up to 2 business hours;</li> <li>- Response time for diagnosing the equipment and determining the cause of the malfunction, including remotely (as applicable) – up to 8 business hours;</li> <li>- Response time for restoring equipment functionality, including using spare parts available in stock – up to 3 calendar days;</li> <li>- Response time for restoring equipment functionality using spare parts not available in stock – up to 15 calendar days, excluding time spent on customs procedures;</li> </ul> <p>Business hours – from 8:00 a.m. to 5:00 p.m.(And in full compliance to support, response and resolution times requirements of the tender), according to the time zone of the Republic of Moldova. Calendar days – according to the official calendar of the Republic of Moldova.</p> <ul style="list-style-type: none"> <li>- In the event that a major fault is identified that affects the normal operation of the ABC System, the Bidder must intervene to remedy the fault within a timeframe established in the support agreement, typically no more than 72 hours</li> </ul>
Warranty for eGates ( Spare Parts ) for 36 months from the date of SAT	X		Spare part for critical issues for 36 months on the term of CIP Chisinau Int. Airport
Warranty & 24/7 technical support for 36 months for IT SW & IT HW for Main Data Center		X	<p>Warranty and 24/7 technical support for a minimum of 36 months For:</p> <ul style="list-style-type: none"> <li>- Components of IT systems and network infrastructure— monitoring stations, IT and communications infrastructure (hardware) associated with the ABC system—IT&amp;C equipment necessary for operation</li> <li>- Backup solution</li> <li>- HSM</li> </ul> <p>In full compliance with requirements according to Annex 3 of Technical Specification of the Tender</p>



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Local Logistics in Moldova	<b>X</b>	Customs clearance & Local Logistics and distribution and storage of Spare Parts is in the scope of RSD Storage of emergency spare parts; warranty parts and damaged parts for warranty part exchange
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## Anexa nr. 2

### SLA privind serviciile de garanție și deservire

Prezenta Anexă face parte integrantă din Acordul de asociere încheiat între Î.C.S. „Reliable Solutions Distributor” S.R.L. și Mühlbauer ID Services GmbH și stabilește nivelurile de servicii aplicabile pentru garanția, deservirea, mentenanța și suportul tehnic aferente proiectului „Sistem automatizat al controlului de frontieră (ABC, e-Gate)”.

#### 1. Servicii acoperite

Părțile vor asigura, după caz:

- recepționarea și înregistrarea solicitărilor de suport;
- diagnosticarea defecțiunilor;
- suport tehnic local și suport de nivel producător;
- intervenții locale la fața locului, dacă este necesar;
- mentenanță preventivă și corectivă;
- remediarea defecțiunilor;
- înlocuirea pieselor sau componentelor defecte;
- documentarea intervențiilor efectuate.

#### 2. Niveluri de servicii SLA

Pentru soluționarea cazurilor produse în perioada de garanție precum și în cazul recepționării solicitărilor de asistență tehnică, se vor respecta următorii timpi de reacție:

- Timp de reacție la telefon – până la 2 ore lucrătoare;
- Timp de reacție pentru diagnosticarea echipamentului și determinarea cauzei defecțiunii, inclusiv de la distanță (după caz) - până la 8 ore lucrătoare;
- Timp de reacție pentru restabilirea funcționalității echipamentului, inclusiv cu utilizarea pieselor de schimb disponibile în stoc – până la 3 zile calendaristice;
- Timp de reacție pentru restabilirea funcționalității echipamentului cu utilizarea pieselor de schimb ce nu sunt disponibile în stoc – până la 15 zile calendaristice, cu excepția timpului utilizat pentru procedurile vamale;
- Ore lucrătoare - de la 8.00 până la 17.00, conform fusului orar din Republica Moldova. Zile calendaristice - conform calendarului oficial al Republica Moldova.

#### 3. Responsabilitățile RSD

RSD va asigura punctul local de contact, comunicarea cu Autoritatea contractantă, înregistrarea solicitărilor, intervențiile locale, mentenanța locală, raportarea intervențiilor și escaladarea incidentelor către Mühlbauer, atunci când este necesar.

#### 4. Responsabilitățile Mühlbauer

Mühlbauer va asigura suport tehnic de nivel producător, documentație tehnică, asistență pentru diagnosticarea și remediarea incidentelor complexe, precum și furnizarea sau punerea la dispoziție a pieselor și componentelor originale necesare.

#### 5. Garanție și piese de schimb

Părțile vor asigura garanția echipamentelor conform garanției oferite în cadrul Ofertei și/sau Contractului. Mühlbauer va asigura disponibilitatea pieselor de schimb originale pentru perioada asumată prin angajamentul producătorului.

## Annex no. 2

### SLA terms regarding warranty and maintenance services

This Annex forms an integral part of the Association Agreement concluded between I.C.S. “Reliable Solutions Distributor” S.R.L. and Mühlbauer ID Services GmbH and establishes the service levels applicable to the warranty, servicing, maintenance and technical support related to the “Automated Border Control System (ABC, e-Gate)” project.

#### 1. Covered services

The Parties shall provide, as applicable:

- receipt and registration of support requests;
- diagnosis of malfunctions;
- local technical support and manufacturer-level support;
- on-site local interventions, if necessary;
- preventive and corrective maintenance;
- remediation of malfunctions;
- replacement of defective parts or components;
- documentation of the interventions performed.

#### 2. SLA service levels

For resolving cases occurring during the warranty period, as well as in the event of receiving technical assistance requests, the following response times shall be observed:

- Telephone response time – up to 2 working hours;
- Response time for diagnosing the equipment and determining the cause of the malfunction, including remotely (as applicable) - up to 8 working hours;
- Response time for restoring the functionality of the equipment, including through the use of spare parts available in stock – up to 3 calendar days;
- Response time for restoring the functionality of the equipment using spare parts that are not available in stock – up to 15 calendar days, except for the time used for customs procedures;
- Working hours - from 8.00 to 17.00, according to the time zone of the Republic of Moldova. Calendar days - according to the official calendar of the Republic of Moldova.

#### 3. RSD responsibilities

RSD shall ensure the local point of contact, communication with the Contracting Authority, registration of requests, local interventions, local maintenance, reporting of interventions and escalation of incidents to Mühlbauer, whenever necessary.

#### 4. Mühlbauer responsibilities

Mühlbauer shall provide manufacturer-level technical support, technical documentation, assistance for diagnosing and remedying complex incidents, as well as the supply or provision of the necessary original parts and components.

#### 5. Warranty and spare parts

The Parties shall ensure the warranty of the equipment in accordance with the warranty offered under the Bid and/or Contract. Mühlbauer shall ensure the availability of original spare parts for the period undertaken through the manufacturer's commitment.



#### **6. Raportarea intervențiilor**

Pentru intervențiile efectuate se va întocmi, după caz, un raport de intervenție care va include data solicitării, descrierea incidentului, acțiunile întreprinse, piesele înlocuite și concluzia intervenției.

#### **6. Intervention reporting**

For the interventions performed, an intervention report shall be prepared, as applicable, which shall include the date of the request, description of the incident, actions taken, replaced parts and conclusion of the intervention.