

**- shall be filed by the economic agent-**

**STATEMENT**  
**regarding the validity of the tender**

To \_\_\_\_\_  
(name of the contracting authority and full address)

**Dear Sirs,**

We undertake to keep the tender offer valid, **regarding the procurement of** \_\_\_\_\_  
(please 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 the  
date of \_\_\_\_\_ (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 \_\_\_\_\_

Sincerely,

Tender/ candidate

\_\_\_\_\_  
(authorized signature)

## Technical specifications

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

<b>Procurement procedure number :</b> <i>-The information can be found in SIA RSAP</i>
<b>Purpose of the purchase:</b> <i>Maintenance and modernization services of the video-spectral comparator Regula 4307</i>

Name of goods/ services	Name of the model of goods/ services	Country of origin	Produce r	Full technical specification required by the contracting authority	Full technical specification proposed by the tenderer	Reference standards
1	2	3	4	5	6	7
<b>Goods / Services</b>						
<b>Maintenance and modernization services of the video-spectral comparator Regula 4307</b>				<i>According to the technical requirements in the Annex to the Call for Participation</i>		

<b>TOTAL</b>						

Signed: \_\_\_\_\_ Name, Surname: \_\_\_\_\_ As: \_\_\_\_\_

Tenderer: \_\_\_\_\_ Address: \_\_\_\_\_

## Technical specifications

[ table shall be filled in by the tenderer in columns 5, 6, 7, 8, and by the contracting authority - in columns 1, 2, 3, 4, 9, 10]

<b>Procurement procedure number :</b> <i>The information can be found in SIA RSAP</i>									
<b>Purpose of the purchase:</b> <i>Maintenance and modernization services of the video-spectral comparator Regula 4307</i>									
CPV code	Name of goods/ services	Unit of measureme nt	Quanti ty .	Unit price (exclud ing VAT)	Unit price (with VAT)	Amou nt exclu ding VAT	Amou nt with VAT	Delivery/ provision period	Budget classification (IBAN)
1	2	3	4	5	6	7	8	9	10
50412000-6	<i>Maintenance and modernization services of the video-spectral comparator Regula 4307</i>	Service	-					<i>The services will be provided within 30 (thirty) calendar days from the date of the Beneficiary's order. Place of services: 28 Salcîmilor Street, Chisinau.</i>	MD97VI00000 2224212555 MDL
	<b>TOTAL</b>								

Signed: \_\_\_\_\_ Name, Surname: \_\_\_\_\_ As: \_\_\_\_\_

Tenderer: \_\_\_\_\_ Address: \_\_\_\_\_

## MODEL CONTRACT

CONTRACT No.  
on the procurement of services

*I GENERAL PART  
(mandatory)*

**Object of the purchase:** *Maintenance and modernization services of the video-spectral comparator Regula 4307*

**Cod CPV:** *50412000-6*

“ \_\_\_\_ ” \_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
(locality)

The Supplier/Provider of goods/services	The contracting authority
<p>_____, (full name of the enterprise, organization, country of origin)</p> <p>represented by _____, (position, name, first name)</p> <p>acting on the basis _____, (status, regulation, decision etc.)</p> <p>hereinafter referred to as <b>Supplier/Provider</b></p> <p>_____, (to indicate the number and date of registration in the State Register)</p> <p>on the other hand,</p>	<p><b>Public Institution „Public Services Agency”</b> (full name of the enterprise, association, organization)</p> <p>represented by _____, (position, name, first name)</p> <p>acting on the basis _____, (status, regulation, decision etc.)</p> <p>hereinafter referred to as <b>Buyer / Beneficiary</b></p> <p><b><u>IDNO 1002600024700, on 19.07.2017,</u></b> (to indicate the number and date of registration in the State Register)</p> <p>on the other hand,</p>

both hereinafter referred to as the Parties, have concluded this Contract on the following:

- a. Purchase of *Maintenance and modernization services of the video-spectral comparator Regula 4307*, hereinafter referred to as Goods/**Services**, according to the public procurement procedure of *low value procurement* no. \_\_\_\_\_ of \_\_\_\_\_, based on the decision of the Buyer's/**Beneficiary's** Working Group as of \_\_\_\_\_.
- b. The following documents shall be considered as component and integral parts of the Contract:
  - a) Technical specifications;
  - b) Price specifications;
  - 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 shall have the order of priority listed above.

- d. As a consideration for payments to be made by the Buyer/Beneficiary, the Supplier/Provider hereby undertakes to deliver/supply the Goods/Services to the Buyer/Beneficiary and to eliminate 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 a consideration for the delivery/supply of the goods/services, the price of the Contract within the terms and conditions stipulated by the Contract.

## 1. Object of the Contract

- 1.1. The Supplier/Provider assumes the obligation to deliver/supply the Goods/Services according to the Specifications, which is an integral part of this Contract.
- 1.2. The Buyer/Beneficiary undertakes, in his turn, to receive and pay for the Goods/Services delivered/supplied 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
- 1.7. The warranty terms [*validity, if necessary*] of the Goods/Services are indicated in the Annex no.22, Technical Specifications.

## 2. Terms and conditions of delivery/supply

- 2.1. The delivery/**supply** of the Goods/**Services** shall be made by the Supplier/**Provider** *within 30 (thirty) calendar days from the date of the Beneficiary's order. Place of services: 28 Salcîmilor Street, Chisinau.*
- 2.2. The documentation accompanying the Goods/Services shall include:  
*The above requirements must be provided by the contracting authority and adjusted according to current requirements.*
- 2.3. The originals of the documents provided in point 2.2 shall be presented to the Buyer/Beneficiary at the latest at the time of delivery of the Goods at the final destination / provision of services. Delivery/Supply of the goods/services shall be considered completed upon the above documents are submitted.

## 3. Price and terms of payment

- 3.1. The price of the Goods/Services delivered/supplied under this Contract is set in Moldovan lei, being indicated in the Specification to this Contract.
- 3.2. The total amount of this Contract, including VAT is set in Moldovan lei and shall constitute:  
\_\_\_\_\_ lei MD  
*(amount in numbers and letters)*
- 3.3. Payment for the delivered/supplied Goods/Services shall be made in lei MD.
- 3.4. The method and terms of payment by the Buyer/**Beneficiary** shall be *by bank transfer, within 20 (twenty) business days after the delivery of services, presentation of the fiscal invoice, the act of provision of services and their acceptance without objections by the Beneficiary.*
- 3.5. Payments will be made by bank transfer to the Settlement Account of the Supplier/Provider indicated in this Contract.

## 4. Terms of transfer and acceptance

- 4.1. The goods/services shall be considered transferred by the Supplier/Provider and received by the Buyer/Beneficiary [*consignees, as appropriate*] if:
- a) the quantity of the Goods/Services met the information indicated in the List of Goods/Services and the delivery / supply schedule and accompanying documents in accordance with point 2.2 of this Contract.

- b) the quality of the Goods/Services corresponds to the information indicated in the Specifications.
  - 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 / supply 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/supplied under the Contract shall 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. Under this Contract the Supplier/Provider undertakes:
- a) to deliver/supply the Goods/Services according to 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 / supply of Goods / Services;
  - c) to ensure the appropriate conditions for the receipt of the Goods/Services by the Buyer/Beneficiary [consignee, if any], within the established terms, in accordance with the requirements of this Contract;
  - d) to ensure the integrity and quality of the Goods/Services for the entire period until their receipt by the Buyer / Beneficiary [*consignee, if any*];
- 6.2. Under this Contract, the Buyer/Beneficiary undertakes:
- a) to take all the necessary measures to ensure the receipt within the established term of the Goods/Services delivered/supplied in accordance with the requirements of this Contract;
  - b) to ensure the payment of the Goods/Services delivered/supplied, observing the methods and terms indicated in this Contract;

## **7. Circumstances justifying non-performance of the Contract**

- 7.1. The parties shall be exempt from liability for partial or complete non-fulfillment of their obligations under this Contract if it is caused by the occurrence of circumstances justifying the non-performance of the contract (wars, natural calamities: fires, floods, earthquakes, and other circumstances beyond the control of the Parties).
- 7.2. The Party invoking the clause of the circumstances justifying the non-performance of the contract shall be 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 commencement and the time limit for action shall be confirmed by an attestation notice, 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 executing points 7.1 and 7.3, the parties shall modify the contract by additional agreement, 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. Resolution**

- 8.1. This Contract may be terminated by mutual agreement of the Parties.
- 8.2. The contract may be terminated unilaterally by:
- a) the Buyer/Beneficiary in case of refusal of the Supplier/Provider to deliver/supply the Goods/Services provided in this Contract;
  - b) the Buyer/Beneficiary in case of non-compliance by the Supplier/Provider with the terms of delivery/supply of the Goods;
  - c) the Supplier/Provider in case of non-compliance by the Buyer/Beneficiary of terms of payment of the Goods/Services;
  - d) the Supplier/Provider or the Buyer/Beneficiary in case of dissatisfaction by one of the Parties of the claims submitted under this Contract.
- 8.3. The Buyer/Beneficiary shall have the right to unilaterally terminate the contract during its validity period in one of the following situations:
- a) the Contractor is, at the time of the contract award, in one of the situations that would determine its exclusion from the contract award procedure according to art. 19 of Law no. 131/2015 on public procurement;
  - b) significant amendments were made to the contract, requiring a new public procurement procedure in accordance with article 76 of Law No. 131/2015 on public procurement;
  - c) the contract should not have been awarded to the respective Supplier, taking into account a serious breach of the obligations resulting from Law no. 131/2015 on public procurement and / or international treaties to which the Republic of Moldova is a party, which has been established by a decision of a national or, where appropriate, international court.
- 8.4. The initiating party of the termination of the Contract shall be obliged to inform within \_\_\_\_ calendar days the other Party about its intentions by a motivated letter.
- 8.5. The notified party shall be obliged to respond within \_\_\_\_ calendar days of receipt of the notification. If the dispute is not resolved within the established time limit, the initiating party shall initiate the resolution.

## 9. Complaints

- 9.1. The complaints regarding the quantity of Goods/**Services** delivered/supplied shall be forwarded 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. The complaints regarding the quality of the delivered/**supplied** Goods/**Services** shall be submitted to the Supplier/**Provider** within 20 days from the detection of the respective defects and shall be confirmed by a certificate issued by a neutral and authorized independent organization..
- 9.3. The Supplier/**Provider** shall be obliged to examine the complaints submitted within \_\_\_\_ days from the date of their receipt and to inform the Buyer/**Beneficiary** of the decision taken.
- 9.4. In case of recognition of the complaints, the Supplier/**Provider** shall be obliged, within \_\_\_\_ days, additionally provide/supply the Buyer / **Beneficiary** with the undelivered quantity of goods / **services**, and in case of finding the improper quality - to replace or 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 hidden defects.
- 9.6. In case of the deviation from the quality confirmed by the quality certificate drawn up by the 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 proper performance of the contract agreed by the Buyer/**Beneficiary** is: \_\_\_\_\_, in the amount of 0% of the contract value
- 10.2. For the refusal to deliver/supply the Goods/**Services** provided for in this Contract, the guarantee of proper performance of the contract, established in accordance with point 10.1,



otherwise the Supplier / **Provider** incurs a penalty of 5.0% [*indicate percentage*] of the total amount of the contract.

10.3. For late delivery/supply of the Goods/**Services**, the Supplier/**Provider** bears material liability in the amount of 0.1% of the amount of the Goods/**Services** not delivered, for each day of delay, but not more than 5.0% [*indicate percentage*] of the total amount of this Contract. If the delay exceeds 10 days, the Supplier/Provider shall provide the Buyer/**Beneficiary** with a written explanation. If the Buyer/**Beneficiary** accepts the Supplier's/**Provider's** explanation, the Supplier/**Provider** shall extend the term of validity of the guarantee of proper performance of the contract, otherwise, it shall be considered a refusal to deliver/supply the Goods/**Services** provided for in this Contract, and the Supplier/**Provider** shall lose the guarantee of proper performance of the Contract established in accordance with the provisions of clause 10.1.

10.4. For late payment, the Buyer/**Beneficiary** shall bear the payment of compensation in the amount of 0.1% [*indicate percentage*] of the amount of the Goods/**Services** unpaid, for each day of delay, but not more than 0.2% [*indicate percentage*] of the total amount of this Contract.

10.5. A working day of delay is considered the first working day after the expiration date of the delivery/supply period as well as the due date.

10.6. The amount of penalty accrued to the Supplier/**Provider** under this Contract 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 shall be obliged to compensate the Buyer/Beneficiary against any:

- a) complaints and legal action stemming from the infringement of intellectual property rights (patents, names, trademarks, etc.), related to the equipment, materials, installations or machinery used for or in connection with the Purchased Goods, and
- b) damages-interests, costs, fees and expenses of any kind, related, except in the situation where such violation results from the compliance with the Technical Assignment prepared by the Buyer.

## **12. Final provisions**

12.1. Disputes that may arise from this Contract shall be settled amicably by the Parties. Otherwise, they will be submitted for examination in the 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 an additional agreement, only in the event of circumstances that prejudice their legitimate commercial interests and which could not be foreseen at the date of conclusion of the contract. Modifications and additions to this Contract shall be valid only if made in writing and signed by both Parties.

12.3. Neither Party shall have the right to transfer its obligations and rights set forth in this Contract to third parties without the written consent of the other Party.

12.4. If this Contract is 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 and Buyer / Beneficiary.

12.5. This Contract shall be deemed to have been concluded on the date of signature and shall enter into force on the date of registration with one of the regional treasuries of the Ministry of Finance, if the financial resources are allocated from the state / local budget, or on the date of signature or later indicated in this contract if the management of financial sources is not carried out through the treasury system.

12.6. This Contract shall be valid until \_\_\_\_\_.

12.7. This Contract represents the whole agreement of the parties and shall be considered signed on the day of putting the last signature of one of the parties.

12.8. In order to confirm the above, the Parties have signed this Contract in accordance with the legislation of the Republic of Moldova.

**2. SPECIAL CONDITIONS OF THE CONTRACT**  
**(IF NECESSARY)**

**LEGAL, POSTAL AND PAYMENT REQUIREMENTS OF THE PARTIES**

**Services Supplier**

**Beneficiary**

**Postal adress:**

**Postal adress:** MD-2012, str. A.Puşkin, 42,  
mun. Chişinău

**Phone:**

**Phone:** 022 504432

**Tax code:**

**Tax code:** 1002600024700

**Bank:**

**Bancak:** BC Victoriabank SA

**Code:**

**Code:** MD97VI000002224212555MDL

**IBAN**

**IBAN**

**SIGNATURES OF THE PARTIES**

**Supplier/Provider of goods/services**

**Buyer/Beneficiary**

Annex no. 1  
to the contract no. \_\_\_\_\_  
as of „\_\_\_\_” \_\_\_\_ 20\_\_\_\_

## TECHNICAL SPECIFICATIONS

### SIGNATURES OF THE PARTIES

**Supplier/Provider of goods/services**

**Buyer/Beneficiary**

Annex no. 2  
to contract no. \_\_\_\_\_  
as of “ \_\_\_\_ ” \_\_\_\_ 20\_\_\_\_

## PRICE SPECIFICATIONS

### SIGNATURES OF THE PARTIES

**Supplier/Provider of goods/services**

**Buyer/Beneficiary**