

LAND REGISTRATION AND PROPERTY VALUATION PROJECT

Contract

No. MD-PSA-443924-GO-RFB

Procurement of ICT Equipment

(Bid Evaluation Report and Recommendation for Award of Contract,
from November 1st, 2024)

Contract Agreement

THIS AGREEMENT made

the 16 day of December, 2024.

BETWEEN

- 1) **Public Institution Real Estate Cadastre**, a Public Institution of the Republic of Moldova, having its principal place of business at **47, A. Puskin str., MD-2005, Chisinau, Republic of Moldova**, represented by **Mr. Radu CHILARU**, Director, acting based on the Statute (hereinafter called "**the Purchaser**"), and
- 2) **„BTS Pro” SRL** a corporation incorporated under the laws of Republic of Moldova and having its principal place of business at **str. Ion Creangă 6V, MD-2071, mun. Chişinău, Republic of Moldova**, represented by **Bogdan GNIDAŞ**, acting on the basis of Statute, (hereinafter called "**the Supplier**"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, **Procurement of ICT Equipment** (hereinafter called "Goods") and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of **4.252.850,00 MDL (Four million two hundred fifty-two thousand eight hundred fifty Moldavian lei, 00 bani)** VAT without, (hereinafter called "the Contract Price").

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the Addenda No. 1;
 - (d) the Addenda No. 2;
 - (e) Special Conditions of Contract;
 - (f) General Conditions of Contract;
 - (g) the Specification (including Schedule of Requirements and Technical Specifications);
 - (h) the completed Schedules (including Price Schedules);
 - (i) any other document listed in GCC as forming part of the Contract;

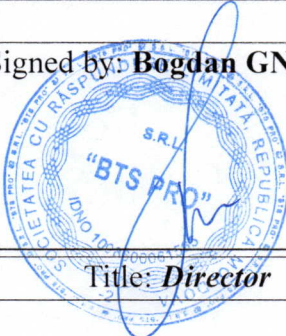
APPENDIX 1 - Fraud and Corruption;

APPENDIX 2 - Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH).

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Contract validity period (not including equipment warranty obligations) is: March 31st, 2025.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **Republic of Moldova** on the day, month and year indicated above.

6. **Signatures of the Parties**

FOR THE PURCHASER	FOR THE SUPPLIER
PUBLIC INSTITUTION REAL ESTATE CADASTRE	„BTS PRO” SRL
Address: MD-2005 Republic of Moldova, mun. Chisinau, Aleksandr Puşkin str. 47.	Address: MD-2071, Republic of Moldova, mun. Chişinău Ion Creangă str. 6V.
Fiscal Code: 1023601000142	Fiscal Code: 1008600061565
Account no: MD29TRPIAA314110A16788AB	Account no: MD22ML000000022515361542
Bank: Ministerul Finanţelor – Trezoreria de Stat	Bank: B.C. ”Moldindconbank” S.A. suc. ”Kiev”
Bank Code: TREZMD2X	Bank Code: MOLDMD2X336
Signed by: Radu CHILARU	Signed by: Bogdan GNIDAŞ
 Title: Director	 Title: Director

Special Conditions of Contract No. MD-PSA-443924-GO-RFB

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's Country is: <i>Republic of Moldova</i>
GCC 1.1(j)	The Purchaser is: <i>Public Institution "Real Estate Cadastre"</i>
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is/are: <i>Public Institution "Real Estate Cadastre", MD – 2005, Republic of Moldova, Chisinau city, Puskin 47 str.</i>
GCC 1.1 (p)	The term SEA/SH where used in the Contract has the following meaning: • "Sexual Exploitation and Abuse" "(SEA)" means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. • "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>Not applicable.</i>
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms® 2020
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For notices, the Purchaser's address shall be: Attention: <i>Radu CHILARU, Director PI REC</i> Street Address: <i>Alexandr Puskin</i> Floor/ Room number: <i>4th floor</i> City: <i>Chişinău</i> ZIP Code: <i>MD - 2005</i> Country: <i>Republic of Moldova</i> Telephone: <i>(+373) 22207600</i> Electronic mail address: <i>info@ipchi.gov.md;</i> <i>pief.procurement@ipchi.gov.md</i>
GCC 9.1	The governing law shall be the law of: <i>the Republic of Moldova</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (b) Contracts with Supplier national of the Purchaser's Country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.

GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are: Goods and Services supplied from within the Purchaser's country: i. delivery-receipt certificate listing all goods delivered and services provided; ii. Manufacturer's or Supplier's warranty certificate.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.
GCC 16.1	Sample provision GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in currency of the Contract Price in the following manner: Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in <u>MDL</u> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. Payment for Goods and Services supplied from within the Purchaser's Country: Payment for Goods and Services supplied from within the Purchaser's Country shall be made in MDL, as follows: Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser. On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. <u>Local Supplier</u> (legal entities registered in the Republic of Moldova) will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally or from outside the Purchaser's Country, in case the two currencies are different - will be made as of the actual payment date using the exchange rate applied by the National Bank of Moldova.

GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days. The interest rate that shall be applied is 0,05%
GCC 17	The assistance and exemptions provided to the Supplier are: The Purchaser will obtain for the Supplier a VAT exemption certificate in the Client's country according to the Government Decision no. 246 from August 08, 2010.
GCC 18.1	A Performance Security shall be required <i>Performance Security shall be: 10% (ten percent) of the total Contract price.</i>
GCC 18.3	The Performance Security shall be in the form of Bank Guarantee . The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
GCC 18.4	Discharge of the Performance Security shall take place: not later than twenty-eight (28) days following the date of Delivery of Goods.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: standard packing with all technical set documentation
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.2	Incidental services to be provided are: <i>Not applicable.</i>
GCC 27.1	The liquidated damage shall be: 0,5% per week.
GCC 27.1	The maximum amount of liquidated damages shall be 10% .
GCC 28.3	The period of validity of the Warranty shall be: 2 years
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>not more than 14 days.</i>

Signatures of the Parties

FOR THE PURCHASER

**PUBLIC INSTITUTION REAL ESTATE
CADASTRE**

Signed by: **Radu CHILARU**



Title: **Director**

FOR THE SUPPLIER

„BTS PRO” SRL

Signed by: **Bogdan GNIDAȘ**



Title: **Director**

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General Conditions of Contract No. MD-PSA-443924-GO-RFB

Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- (a) **"Bank"** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) **"Contract"** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) **"Contract Documents"** means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) **"Contract Price"** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) **"Day"** means calendar day.
- (f) **"Completion"** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) **"GCC"** means the General Conditions of Contract.
- (h) **"Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) **"Purchaser's Country"** is the country specified in the **Special Conditions of Contract (SCC)**.
- (j) **"Purchaser"** means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) **"Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) **"SCC"** means the Special Conditions of Contract.
- (m) **"Subcontractor"** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) **"Supplier"** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) **"The Project Site,"** where applicable, means the place named in the **SCC**.

Contract Documents	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
Fraud and Corruption	The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix 1 to the GCC.
	The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
Interpretation	4.1 If the context so requires it, singular means plural and vice versa. 4.2 Incoterms (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC. (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France. 4.3 Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract. 4.4 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. 4.5 Nonwaiver (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country;
 - or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

Inspections and Audit by the Bank

1. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
2. Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or

	contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
Scope of Supply	12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
Delivery and Documents	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC .
Supplier's Responsibilities	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4. 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC**.

Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC**.

Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Taxes and Duties

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

Performance

Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

Confidential

Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated

to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**Packing and
Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

Insurance

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

**Transportation and
Incidental Services**

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

- (f) Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**Inspections and
Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat

the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**Liquidated
Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and

without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**Limitation of
Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

**Change in Laws
and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and
Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the GCC** of the reduction in the Contract Price; or
 - (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

Termination

- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
 - (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier

shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the

Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Signatures of the Parties

FOR THE PURCHASER

**PUBLIC INSTITUTION REAL ESTATE
CADASTRE**

Signed by: **Radu CHILARU**



FOR THE SUPPLIER

„BTS PRO” SRL

Signed by: **Bogdan GNIDAȘ**



The Specification to the contract Nr. MD-PSA-443924-GO-RFB

(Technical Specifications)

Item No	Name of Goods or Related Service	Technical Specifications requested by the Purchaser	Technical Specifications offered by Bidder	Quantity
LOT Nr. 1				
1	Server	Chassis: rack server Processor: 1 x Intel Xeon Processor E-2334 (8M Cache, 3.40 GHz) Memory: 32GB ECC RAID controller: Hardware, support RAID 0,1,10 Hard drives: 2 x Hot Plug 2TB 6G SATA 7.2K rpm LFF (3.5-inch) Graphics: Integrated video up to 1280 x 1024 resolution 32bit Color Depth Network interfaces: Dual-port GbE Network, Full line-rate performance across all ports, VLAN support with VLAN tagging, Teaming support Server management (SM): Dedicated Ethernet port for management. Service processor. HTTPS, CLI, SNMP and remote console interfaces. Local and remote control of system resources (manage, diagnose and monitor). Browser based administration with full control over the remote host server's display, keyboard and mouse, including host OS graphical interface. Virtual media option that provides virtual CD drive and remote image mounting. Virtual media must be available when the host system is booting. SM and server diagnostics logging. Rack mounting rails: Rails for mounting in a rack Cables: 1x power cables IEC 320 C13 to C14; 2x 3m Cat 6 patch cables. Power Supply: 250W min. Operating System Included: 1 x Windows Server 2022 Standard English Operating Systems Supported: VMware vSphere™ ESX and ESXi Hyper-V Server 2012 R2 Licenses: All needed licenses must be indicated and must be included. Warranty: Three (3) years on site, parts and configuration. Upgrade to	Dell PowerEdge R250 Server Chassis: rack server Processor: 1x Intel Xeon Processor E-2334 (8M Cache, 3.40 GHz) Memory: 32GB UDIMM, 3200MT/s, ECC RAID controller: Hardware, support RAID 0, 1, 10 Hard drives: 2x 2TB Hard Drive SATA 6Gbps 7.2K 512n 3.5in Hot-Plug Graphics: Integrated video up to 1280 x 1024 resolution 32bit Color Depth Network interfaces: Dual-port GbE Network, Full line-rate performance across all ports, VLAN support with VLAN tagging, Teaming support Server management (SM): Dedicated Ethernet port for management. Service processor. HTTPS, CLI, SNMP and remote console interfaces. Local and remote control of system resources (manage, diagnose and monitor). Browser based administration with full control over the remote host server's display, keyboard and mouse, including host OS graphical interface. Virtual media option that provides virtual CD drive and remote image mounting. Virtual media must be available when the host system is booting. SM and server diagnostics logging. Rack mounting rails: Rails for mounting in a rack Cables: 1x power cables IEC 320 C13 to C14; 2x 3m Cat 6 patch cables. Power Supply, 700W MM HLAC (ONLY FOR 200-240Vac) Titanium Operating System Included: 1x Windows Server 2022 Standard English Operating Systems Supported: VMware vSphere™ ESX and ESXi Hyper-V Server 2012 R2 Licenses: All needed licenses will be indicated and will be included. Warranty: Three (3) years on site,	1 unit

		(5) years on site, parts and configuration also must be indicated	parts and configuration. Upgrade to (5) years on site, parts and configuration will be indicated	
LOT Nr. 2				
1	Work Station Standard	WorkStation Standard Brand Name International Produced after 01.04.2023, Non-refurbished; CPU: min. Intel Core i5 13400 4.8 GHz (or other brand with a similar performance) RAM: min. 8 GB, DDR4-3200 MHz or higher generation (DDR5-4200 MHz), (1x8 GB) + 1 free slot for upgrade; Storage: min 500 Gb PCIe M2 NVMe preinstalled; System block input / output ports: min. 6 x USB type A, 1 x headset connector; min. 1 x Audio connector, min 1 x (optional), min 1 x DisplayPort/HDMI, min 1 x RJ-45, 1 x power connector; LAN: Integrated 10/100/1000 Mbps Ethernet; Power supply: Efficiency Min. 85%, active PFC; Case: SFF; OS: preinstalled OEM Windows 11 Pro 64-bit / Engl.+ RU; A/C Power supply cables included; External keyboard: USB RU/EN; Mouse: optical USB; PC Warranty: min. 36 months with maintenance at the authorized service center in Moldova. Solving warranty cases within 30 working days. Monitor: Display size: min 26" Antiglare, IPS, LED-backlit; Native resolution: FHD min. 1920 x 1080; Height adjustment; Interfaces: 1 x , 1 x DisplayPort/HDMI; Audio: Built-in speakers; Power supply: Built-in PSU; Accessories: DisplayPort/HDMI and A/C Power supply cables included Monitor Warranty: min. 36 months with maintenance at an authorized service center in Moldova. <i>The workstation monitor, PC, keyboard and mouse will be a one brand configuration.</i>	WorkStation Vostro Small Desktop 3030S. Brand Name International. Produced after 01.04.2023, Non-refurbished; CPU Intel Core i5-14400: Intel Core i5-14400, 4.7 GHz (better on https://www.cpubenchmark.net/ than Intel Core i5-13400) RAM: 8GB DDR5-4800 MHz (1x 8GB) + 1 free slot for upgrade; Storage: 512Gb PCIe M2 NVMe preinstalled; System block input / output ports: 7x USB type-A, 1x USB-C, 1x headset connector; 1x Audio connector, 1x DisplayPort, 1x HDMI, 1x RJ-45, 1x power connector; LAN: Integrated 10/100/1000 Mbps Ethernet; Power supply: Efficiency 85%, active PFC; Case: SFF; OS: preinstalled OEM Windows 11 Pro 64-bit / Engl.+ RU; A/C Power supply cables included; External keyboard: USB RU/EN; Mouse: optical USB; PC Warranty: 36 months with maintenance at the authorized service center in Moldova. Solving warranty cases within 30 working days. Monitor Dell 27 Monitor - S2725HS: Display size: 27" Antiglare, IPS, LED-backlit; Native resolution: FHD 1920 x 1080; Height-Adjustability Stand, Tilt, Swivel, Pivot; Interfaces: 2x HDMI (HDCP1.4); Audio: Built-in speakers; Power supply: Built-in PSU; Accessories: HDMI and A/C Power supply cables included Monitor Warranty: 36 months with maintenance at an authorized service center in Moldova. The workstation monitor and PC will be a one brand configuration.	240 units
2	WorkStation Advanced (with 2 monitors)	Brand Name International Produced after 01.04.2023, Non-refurbished;	Dell Vostro Desktop 3030: WorkStation Advanced (with 2 monitors). Brand Name International. Produced after 01.04.2023, Non-	35 units

		CPU: min. Intel Core i7 13700 5.2 Ghz (or other brand with a similar performance) RAM: min. 16 GB, DDR5-4800 MHz, (or newer generation) (1x16GB) + 1 free slot for upgrade; Storage: min 500 Gb PCIe M2 NVMe preinstalled; System block input / output ports: min. 6 x USB type A, 1 x headset connector; min. 1 x Audio connector, min 1 x (optional), min. 2 x DisplayPort/HDMI, min. 1 x RJ-45, 1 x power connector; LAN: Integrated 10/100/1000 Mbps Ethernet; Power supply: Efficiency Min. 85%, active PFC; Case: Mini tower; OS: preinstalled OEM Windows 11 Pro 64-bit / Engl.+ RU; A/C Power supply cables included; Keyboard: USB RU/EN; Mouse: optical USB; PC Warranty: min. 36 months with maintenance at the authorized service center in Moldova. Solving warranty cases within 30 working days. 2 x Monitor: Display size: min 26" Antiglare, IPS, LED-backlit; Native resolution: FHD min. 1920 x 1080; Height adjustment; Interfaces: min. 1 x , min. 1 x HDMI; min. 1 x DisplayPort; Audio: Built-in speakers; Power supply: Built-in PSU; Accessories: 2 x DisplayPort/HDMI and A/C Power supply cables included Monitor Warranty: min. 36 months with maintenance at an authorized service center in Moldova. <i>The workstation monitor, PC, keyboard and mouse will be a one brand configuration.</i>	refurbished; CPU Intel Core i7-14700: 5.4 Ghz RAM: 16GB DDR5-4800 MHz (1x16GB) + 1 free slot for upgrade; Storage: 512Gb PCIe M2 NVMe preinstalled; System block input / output ports: 7x USB type A, 1x USB-C, 1x headset connector; 1x Audio connector, 1x DisplayPort, 1x HDMI, 1x RJ-45, 1x power connector; LAN: Integrated 10/100/1000 Mbps Ethernet; Power supply: Efficiency 85%, active PFC; Case: Mini tower; OS: preinstalled OEM Windows 11 Pro 64-bit / Engl.+ RU; A/C Power supply cables included; Keyboard: USB RU/EN; Mouse: optical USB; PC Warranty: 36 months with maintenance at the authorized service center in Moldova. Solving warranty cases within 30 working days. 2x Monitor Dell 27 Monitor - S2725HS: Display size: 27" Antiglare, IPS, LED-backlit; Native resolution: FHD 1920 x 1080; Height-Adjustability Stand, Tilt, Swivel, Pivot; Interfaces: 1x HDMI; 1x DisplayPort (via cable); Audio: Built-in speakers; Power supply: Built-in PSU; Accessories: 1x HDMI to DP, 1x HDMI and A/C Power supply cables included Monitor Warranty: 36 months with maintenance at an authorized service center in Moldova. The workstation monitor and PC will be a one brand configuration	
3	Laptop/ Notebook	CPU: min. Intel® Core™ i7 1355U 5.0 GHz RAM: min. 16 GB DDR5-4800 MHz (1x16GB) + 1 free slot for upgrade; Storage: min 1 TB PCIe® Gen4 NVMe™ TLC M.2 SSD; Graphic/Video: Intel® UHD Graphics Display/Monitor: min 15,6"; Full HD; 1920 x 1080 24"-27"; Full HD; 1920 x 1080 Mouse: optical USB;	Dell Latitude 3550 CPU Intel Core i7-1355U: 5.0 GHz RAM: 16GB DDR5-5600 MHz (1x 16GB) + 1 free slot for upgrade; Storage: 1 TB PCIe Gen4 NVMe TLC M.2 SSD; Graphic/Video: Intel UHD Graphics Display/Monitor: 15,6"; Full HD; 1920 x 1080 + PHILIPS 241V8L: Full HD 1920 x 1080; Mouse Mouse Dell MS116: optical USB; Case laptop Dell Essential Briefcase 15-ES1520C	4 unit

		Case laptop OS: Microsoft Windows 11 pro Suite, Microsoft Office Professional or Microsoft Office 365 (1Y subscription) installed. Guaranty – at least 36 months, with maintenance at the authorized service center in Moldova. Solving warranty cases within 30 working days delivery no later than one year from the date of manufacture <i>The Laptop/ Notebook, keyboard and mouse will be a one brand configuration.</i>	OS: Microsoft Windows 11 pro Suite; Microsoft Office installed. Guaranty – 36 months, delivery no later than one year from the date of manufacture	
4	PC Chat Headset	Type: Stereo with microphone; Connection type: Wired; Connection technology: USB type A; Cable length: min. 1.8 m; Noise cancelling microphone; In-line volume/mute control; Weight: max. 200 gr. Garranty - min. 12 months.	Logitech PC Headset 960 Type: Stereo with microphone; Connection type: Wired; Connection technology: USB type A; Cable length: 2.4 m; Noise cancelling microphone; In-line volume/mute control; Weight: 120 gr. Warranty - 12 months with maintenance at an authorized service center in Moldova.	50 units
LOT Nr. 3				
1	UPS (uninterruptible power supply) for workstations	UPS (uninterruptible power supply) for workstations Min 600VA / 360 W, 50 / 60 Hz; 220 - 230 V output, Connections: min. 3 x Schuko CEE 7/7; min. 2 battery outputs; min. 1 overvoltage protection; Efficiency at maximum load min. 92%; UPS: power cord included. Warranty - min. 24 months.	UPS PowerCom RPT-600A (uninterruptible power supply) for workstations 600VA/360W, 50/60 Hz; 220-230V output, Connections: 3x Schuko CEE 7/7; 2x battery outputs; 1x surge protection; Efficiency at maximum load ~96.2%±0.3%; UPS: power cord included. Warranty - 24 months with maintenance at an authorized service center in Moldova.	275 units
2	Rack mount UPS 1000VA with network management card	Form Factor: Rackmount, 2U (device must include all necessary components for install into 19"rack with depth off 600mm) Output Power: 1000VA Nominal Output/Input Voltage: 230V Output/Input Frequency: 50/60 HZ +/- 3 Hz Technology: Line Interactive Waveform: Sine wave Output Connections: 8*IEC 320 C13 Input voltage range: 160 - 280V Run Time at full load min.: >5min Interface Ports: RS-232, USB Network Management Network Interface Connections: RJ-45 10/100 Base-T Protocols: HTTP, HTTPS, IPv4, NTP, SMTP, TCP/IP, Telnet	Powercom SRT-1000XL + EBP oFOR SRT-1000 Form Factor: Rackmount, 2U (device must include all necessary components for install into 19"rack with depth off 600mm) Output Power: 1000VA Nominal Output/Input Voltage: 230V Output/Input Frequency: 50/60 HZ +/- 5 Hz Technology: Line Interactive Waveform: Sine wave Output Connections: 8*IEC 320 C13 Input voltage range: 167 - 288V Run Time at full load: >5 min Interface Ports: RS-232, USB Network Management Network Interface Connections: RJ-45 10/100 Base-T Protocols: HTTP, HTTPS, IPv4, NTP, SMTP, TCP/IP, Telnet	4 units

		Encryption: Securely connect via HTTPS, SSH, SNMPv3 Authentication: Local, Radius User access levels: min two levels including read only and administrator. Logging: Event and data logs with exported to CSV or alternative file. Notification: Enables set up notifications through event logging, email, and SNMP traps Warranty - min. 24 months (including battery).	Encryption: Securely connect via HTTPS, SSH, SNMPv3 Authentication: Local, Radius User access levels: min two levels including read only and administrator. Logging: Event and data logs with exported to CSV or alternative file. Notification: Enables set up notifications through event logging, email, and SNMP traps Warranty - 24 months (include battery) with maintenance at an authorized service center in Moldova.	
LOT Nr. 4				
1	Ethernet router Mikrotik 1	Ethernet router Mikrotik RB3011UiAS-RM 1U rackmount, 10xGigabit Ethernet, SFP, USB 3.0, LCD, PoE out on port 10, 2x1.4GHz CPU, 1GB RAM, RouterOS L5 Warranty - min. 24 months.	Ethernet router Mikrotik RB3011UiAS-RM 1U rackmount, 10xGigabit Ethernet, SFP, USB 3.0, LCD, PoE out on port 10, 2x1.4GHz CPU, 1GB RAM, RouterOS L5 Warranty - 24 months with maintenance at an authorized service center in Moldova.	4 units
2	Ethernet router Mikrotik 2	Ethernet router Mikrotik CCR2116-12G-4S+ 1U rackmount, 12xGigabit Ethernet, 4xSFP, 16x2.9GHz CPU, 16GB RAM, RouterOS L6 Warranty - min. 24 months.	Ethernet router Mikrotik CCR2116-12G-4S+ 1U rackmount, 12xGigabit Ethernet, 4xSFP, 16x2.9GHz CPU, 16GB RAM, RouterOS L6 Warranty - 24 months with maintenance at an authorized service center in Moldova.	2 units

Signatures of the Parties

FOR THE PURCHASER

**PUBLIC INSTITUTION REAL ESTATE
CADASTRE**

Signed by: **Radu CHILARU**



Title: **Director**

FOR THE SUPPLIER

„BTS PRO” SRL

Signed by: **Bogdan GNIDAȘ**



Title: **Director**

The completed Schedules to the contract Nr. MD-PSA-443924-GO-
RFB
(Price Schedules)

RFB No: MD-PSA-443924-GO-RFB							
Currencies in accordance with ITB 15							
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Country of Origin	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 14.8(b)(i)	DDP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
LOT Nr. 1							
1	Server	Polonia	1 unit	72005,00	72005,00	-	72.005,00
LOT Nr. 2							
1	Work Station Standard	Polonia	240 units	12945,00	3106800,00	-	3.106.800,00
2	WorkStation Advanced (with 2 monitors)	Polonia	35 units	20085,00	702975,00	-	702.975,00
3	Laptop/ Notebook	PRC	4 unit	19715,00	78860,00	-	78.860,00
4	PC Chat Headset	PRC	50 units	345,00	17250,00	-	17.250,00
LOT Nr. 3							
1	UPS (uninterruptible power supply) for workstations	PRC	275 units	660,00	181500,00	-	181.500,00
2	Rack mount UPS 1000VA with network management card	PRC	4 units	12385,00	49540,00	-	49.540,00
LOT Nr. 4							
1	Ethernet router Mikrotik 1	Letonia	4 units	2895,00	11580,00	-	11.580,00
2	Ethernet router Mikrotik 2	Letonia	2 units	16170,00	32340,00	-	32.340,00
						Total Price	4.252.850,00

Signatures of the Parties

FOR THE PURCHASER
PUBLIC INSTITUTION REAL ESTATE
CADASTRE

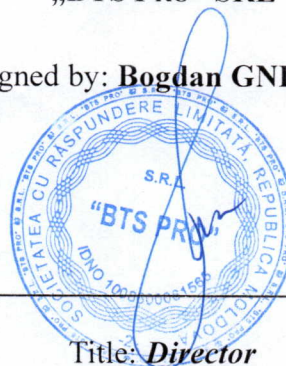
Signed by: **Radu CHILARU**



Title: **Director**

FOR THE SUPPLIER
„BTS Pro” SRL

Signed by: **Bogdan GNIDAȘ**



Title: **Director**

List of Goods and Delivery Schedule to the contract Nr. MD-PSA-443924-GO-RFB

Line Item N°	Description of Goods	Quantit y	Physical unit	Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date
LOT Nr. 1							
1	Server	1	1 unit	MD-2005, RM, Chisinau city, Puskin 47 str,	15 days	90 days	Up to 60 days
LOT Nr. 2							
1	Work Station Standard	240	240 units	MD-2005, RM, Chisinau city, Puskin 47 str,	15 days	90 days	Up to 70 days
2	WorkStation Advanced (with 2 monitors)	35	35 units		15 days	90 days	
3	Laptop/ Notebook	4	4 unit		15 days	90 days	
4	PC Chat Headset	50	50 units		15 days	90 days	
LOT Nr. 3							
1	UPS (uninterruptible power supply) for workstations	275	275 units	MD-2005, RM, Chisinau city, Puskin 47 str,	15 days	90 days	Up to 90 days
2	Rack mount UPS 1000VA with network management card	4	4 units		15 days	90 days	Up to 90 days
LOT Nr. 4							
1	Ethernet router Mikrotik 1	4	4 units	MD-2005, RM, Chisinau city, Puskin 47 str,	15 days	90 days	Up to 60 days
2	Ethernet router Mikrotik 2	2	2 units		15 days	90 days	Up to 60 days

Signatures of the Parties

FOR THE PURCHASER

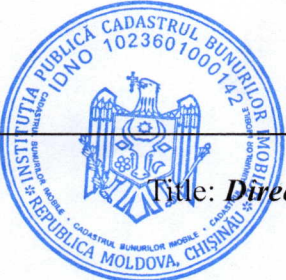
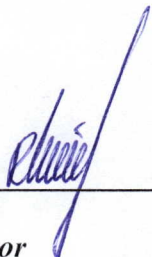
FOR THE SUPPLIER

**PUBLIC INSTITUTION REAL ESTATE
CADASTRE**

„BTS Pro” SRL

Signed by: **Radu CHILARU**

Signed by: **Bogdan GNIDAȘ**



 Title: **Director**



 Title: **Director**

**APPENDIX 1 to the General Conditions of the Contract No. MD-
PSA-290324-GO-RFB
Fraud and Corruption**

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the

loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Signatures of the Parties

FOR THE PURCHASER

PUBLIC INSTITUTION REAL ESTATE CADASTRE

Signed by: **Radu CHILARU**



Title: **Director**

FOR THE SUPPLIER

„BTS PRO” SRL

Signed by: **Bogdan GNIDAȘ**



Title: **Director**

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Exemplar BTS Pro

CONTRACT Nr. 93/24-PR
de achiziționare a bunurilor
(Echipament de tip server)

Cod CPV: 30213000-5

16 ianuarie 2024

mun. Chișinău

Furnizorul de bunuri	Autoritatea contractantă
„BTS PRO” S.R.L., IDNO 1008600061565, reprezentată prin Administratorul, dl Bogdan GNIDAȘ , care acționează în baza Statutului, denumită în continuare „Furnizor”, pe de o parte, și	Î.S. „Aeroportul Internațional Chișinău” , IDNO 1002600007189, cu sediul în Republica Moldova, mun. Chișinău, bd. Dacia 80/3, reprezentată prin Administratorul interimar, dl Constantin Vozian , numit prin Ordinul Agentiei Proprietati Publice nr. 09-P din 13.06.2023, care acționează în baza Statutului, denumit(ă) în continuare <i>Beneficiar</i> , pe de altă parte,

ambii (denumiți(te) în continuare *Părți*), au încheiat prezentul Contract referitor la următoarele: Achiziționarea *Echipament de tip server*, denumite în continuare Bunuri, conform procedurii de achiziții LP MTender IDocds-b3wdp1-MD-1697810704221.

- Următoarele documente vor fi considerate părți componente și integrale ale Contractului:
 - Specificația de preț - Anexa nr.23.
 - Specificația tehnică - Anexa nr.22.
 - Garanția de bună execuție – Anexa 3.
- Prezentul Contract va predomina asupra tuturor altor documente componente. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată mai sus.
- În calitate de contravaloare a plăților care urmează a fi efectuate de Beneficiar, Furnizorul se obligă prin prezenta să livreze Beneficiarului Bunurile și să înlăture defectele lor în conformitate cu prevederile Contractului sub toate aspectele.

1. Obiectul Contractului

1.1 Furnizorul își asumă obligația de a livra, Bunurile conform Specificației din Anexa nr.22, care este parte integrantă a prezentului Contract.

1.2 Beneficiarul se obligă, la rândul său, să achite și să recepționeze Bunurile de la Furnizor.

1.3 Calitatea Bunurilor se atestă prin certificatele de calitate pentru fiecare bun în parte indicate în Specificație. Bunurile livrate în baza contractului vor respecta standardele indicate în Specificație. Când nu este menționat nici un standard sau reglementare aplicabilă, se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.

1.4 Termenul de garanție oferit de furnizor este de 36 luni, din data semnării actului de predare-primire și a facturii fiscale.

2. Termeni și condiții de livrare

2.1 Livrarea Bunurilor se efectuează de către Furnizor în termen de până la 60 zile din data semnării prezentului contract, în condiții DDP la sediul Beneficiarului din Republica Moldova, mun. Chișinău, bul. Dacia 80/3.

2.2 Documentația de însoțire a Bunurilor include:

Factura fiscală, actul de primire-predare a bunurilor, certificatul de calitate al bunurilor, certificat de garanție, instrucțiunea de exploatare - în limba română/rusă.

2.3 Originalele documentelor prevăzute în punctul 2.2 se vor prezenta Beneficiarului cel târziu la momentul livrării bunurilor la destinația finală. Livrarea bunurilor se consideră încheiată în momentul în care sînt prezentate documentele de mai sus.

3. Prețul și condiții de plată

3.1 Prețul Bunurilor livrate conform prezentului Contract este stabilit în valuta națională a Republicii Moldova, fiind indicat în Anexa nr. 23 a prezentului Contract.

3.2 Suma totală a prezentului Contract, se stabilește în valuta națională a Republicii Moldova și constituie: **539 466,00 (cinci sute treizeci și nouă mii patru sute șasezeci și șase, 00 bani) lei MD inclusiv TVA.**

3.3 Metoda și condițiile de plată de către Beneficiar vor fi: prin transfer la contul de decontare indicat de Furnizor, 30% din suma indicată la pct. 3.2. în termen de 5 zile bancare din data semnării prezentului contract, restanța de 70% din suma indicată la pct. 3.2. în termen de 5 zile bancare din data livrării bunurilor și semnării actului de predare-primire, facturii fiscale.

4. Condiții de predare-primire

4.1 Bunurile se consideră predate de către Furnizor și recepționate de către Beneficiar dacă:

- a) cantitatea Bunurilor corespunde informației indicate în Lista bunurilor și graficul livrării și documentele de însoțire conform punctului 2.2 al prezentului Contract;
- b) calitatea Bunurilor corespunde informației indicate în Specificație;
- c) ambalajul și integritatea Bunurilor corespunde informației indicate în Specificație.

4.2 Furnizorul este obligat să prezinte Beneficiarului un exemplar original al facturii fiscale odată cu livrarea Bunurilor, pentru efectuarea plății. Pentru nerespectarea de către Furnizor a prezentei clauze, Beneficiarul își rezervă dreptul de a majora termenul de achitare prevăzut în punctul 3.3 corespunzător numărului de zile de întârziere și de a fi exonerat de achitarea penalității stabilite în punctul 10.3.

5. Standarde

5.1 Produsele furnizate în baza contractului vor respecta standardele prezentate de către furnizor în propunerea sa tehnică.

5.2 Când nu este menționat nici un standard sau reglementare aplicabilă se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.

6. Obligațiile părților

6.1 În baza prezentului Contract, Furnizorul se obligă:

- a) să livreze Bunurile în condițiile prevăzute de prezentul Contract;
- b) să asigure condițiile corespunzătoare pentru recepționarea Bunurilor de către Beneficiar, în termenele stabilite, în corespundere cu cerințele prezentului Contract;
- c) să asigure integritatea și calitatea Bunurilor pe toată perioada de până la recepționarea lor de către Beneficiar.

6.2 În baza prezentului Contract, Beneficiarul se obligă:

- a) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Bunurilor livrate în corespundere cu cerințele prezentului Contract;
- b) să asigure achitarea Bunurilor livrate, respectând modalitățile și termenele indicate în prezentul Contract.

7. JUSTIFICAREA DATORITĂ UNUI IMPEDIMENT

7.1 Părțile sunt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor ce le revin conform prezentului Contract, dacă o astfel de neîndeplinire este cauzată de vreun impediment sau circumstanță care nu depinde de voința Părților (ex: inundația, incendiul, calamități naturale, acțiuni militare, acțiuni ale organelor puterii sau administrației de stat, obligatorii pentru executare, etc.). Lista acestor impedimente nu poate fi exhaustivă.

7.2 Partea care nu-și poate executa obligațiunile sale din cauza impedimentului justificator va notifica cealaltă parte despre survenirea acestui impediment și efectele lui asupra capacității de a executa, asupra executării obligațiunilor contractuale, neîntârziat, în termen de 3 (trei) zile lucrătoare din momentul apariției lui.

7.3 Partea afectată va lua toate măsurile pentru minimalizarea efectelor impedimentului justificator asupra executării prezentului Contract și va depune cu diligența necesară toate eforturile pentru a le depăși și pentru a-și îndeplini în continuare obligațiile contractuale. Pe toată perioada de existență a impedimentului justificator obligațiile ambelor părți ce decurg din prezentul Contract vor fi prelungite.

8 Rezilierea

8.1 Rezilierea Contractului se poate realiza cu acordul comun al Părților.

8.2 Contractul poate fi reziliat în mod unilateral de către:

- a) Beneficiar în caz de refuz al Furnizorului de a livra Bunurile prevăzute în prezentul Contract;
- b) Beneficiar în caz de nerespectare de către Furnizor a termenelor de livrare stabilite;
- c) Prestator în caz de nerespectare de către Beneficiar a termenelor de plată a Bunurilor;
- d) Prestator sau Beneficiar în caz de nesatisfacere de către una dintre Părți a pretențiilor înaintate conform prezentului Contract.

8.3 Partea inițitoare a rezilierii Contractului este obligată să comunice în termen de 10 zile lucrătoare celeilalte Părți despre intențiile ei printr-o scrisoare motivată.

8.4 Partea înștiințată este obligată să răspundă în decurs de 5 zile lucrătoare de la primirea notificării. În cazul în care litigiul nu este soluționat în termenele stabilite, partea inițitoare va iniția rezilierea.

9 Reclamații

9.1 Reclamațiile privind cantitatea Bunurilor livrate sînt înaintate Furnizorului la momentul recepționării lor, fiind confirmate printr-un act întocmit în comun cu reprezentantul Furnizorului.

9.2 Pretențiile privind calitatea bunurilor livrate sînt înaintate Furnizorului în termen de 3 zile lucrătoare de la depistarea deficiențelor de calitate și trebuie confirmate printr-un certificat eliberat de o organizație independentă neutră și autorizată în acest sens.

9.3 Furnizorul este obligat să examineze pretențiile înaintate în termen de 3 zile lucrătoare de la data primirii acestora și să comunice Beneficiarului despre decizia luată.

9.4 În caz de recunoaștere a pretențiilor, Furnizorul este obligat, în termen de 5 zile, să livreze suplimentar Beneficiarului cantitatea nelivrată de bunuri, iar în caz de constatare a calității necorespunzătoare – să le substituie sau să le corecteze în conformitate cu cerințele Contractului.

9.5 Furnizorul poartă răspundere pentru calitatea Bunurilor în limitele stabilite, inclusiv pentru viciile ascunde.

9.6 În cazul devierii de la calitatea confirmată prin certificatul de calitate întocmit de organizația independentă neutră sau autorizată în acest sens, cheltuielile pentru staționare sau întârziere sînt suportate de partea vinovată.

10 Sancțiuni

10.1 Pentru refuzul de a vinde Bunurile prevăzute în prezentul Contract, Furnizorul suportă o penalitate în valoare de 3 % din suma totală a contractului.

10.2 Pentru livrarea cu întârziere a Bunurilor, Furnizorul poartă răspundere materială în valoare de 0,1% din suma Bunurilor nelivrate, pentru fiecare zi de întârziere, dar nu mai mult de 5 % din suma totală a prezentului Contract. În cazul în care întârzierea depășește 10 zile, se consideră ca fiind refuz de a vinde Bunurile prevăzute în prezentul Contract și Furnizorului i se va reține garanția de bună executare a contractului.

10.3 Pentru achitarea cu întârziere, Beneficiarul poartă răspundere materială în valoare de 0,1% din suma Bunurilor neachitate, pentru fiecare zi de întârziere, dar nu mai mult de 5 % din suma totală a prezentului contract.

11 Drepturi de proprietate intelectuală

11.1 Furnizorul are obligația să despăgubească achizitorul împotriva oricăror:

- a) reclamații și acțiuni în justiție, ce rezultă din încălcarea unor drepturi de proprietate intelectuală (brevete, nume, mărci înregistrate etc.), legate de echipamentele, materialele, instalațiile sau utilajele folosite pentru sau în legătură cu produsele achiziționate, și
- b) daune-interese, costuri, taxe și cheltuieli de orice natură, aferente, cu excepția situației în care o astfel de încălcare rezultă din respectarea Caietului de sarcini întocmit de către achizitor.

12 Dispoziții finale

12.1 Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă din Republica Moldova. Lega aplicabila la examinarea litigiilor - legislația Republicii Moldova.

12.2 De la data semnării prezentului Contract, toate negocierile purtate și documentele perfectate anterior își pierd valabilitatea.

12.3 Părțile contractante au dreptul, pe durata îndeplinirii contractului, să convină asupra modificării clauzelor contractului, prin act adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sînt valabile numai în cazul în care au fost perfectate în scris și au fost semnate de ambele părți.

12.4 Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane fără acordul în scris al celeilalte părți.

12.5 Prezentul Contract este întocmit în două exemplare originale, în limba de stat a Republicii Moldova, câte un exemplar pentru Furnizorul și Beneficiar.

12.6 Prezentul contract reprezintă acordul de voință al părților, se consideră încheiat și intră în vigoare la data semnării lui și este valabil pînă la 31.12.2024, sau pînă la executarea de către ambele părți contractante a obligațiunilor sale.

13 Datele juridice, poștale și bancare ale Părților

Furnizorul de bunuri	Autoritatea contractantă
„BTS PRO” S.R.L. Adresa juridică: Republica Moldova, mun. Chișinău, str. Ion Creangă 6/V; C/f: 100860061565; Cod TVA: 0505766; B.C. „Moldindcombank” S.A., mun. Chișinău, filiala Kiev; c/b: MOLDM2X336; IBAN: MD22ML000000022515361542; Tel: +37378499740 bg@bts.md	Î.S. „Aeroportul Internațional Chișinău” Adresa juridică: Republica Moldova, mun. Chișinău, bul. Dacia, 80/3; C/f: 1002600007189; Cod TVA: 0300107; B.C. „Victoriabank” S.A., mun. Chișinău, filiala nr. 8; c/b: VICBMD2X802 IBAN: MD53VI000002224708416MDL Tel: 022814560 cancelar@airport.md revenco@airport.md

Furnizorul de bunuri	Autoritatea contractantă
Administrator Bogdan GNIDAȘ L.Ș. 	Administrator interimar Constantin Vozian L.Ș. 

CONTRACT Nr. 59
privind achiziția de BUNURI

Obiectul achiziției Echipamente IT necesare în cadrul Proiectului Erasmus+ KA2 RE-GRAD — 101128817 – „REFORMING UNDERGRADUATE EDUCATION FOR GREEN AND SUSTAINABLE DEVELOPMENT IN ARMENIA AND MOLDOVA”

Cod CPV: 30200000-1

18 noiembrie 2024

mun. Chișinău

Furnizorul de bunuri	Autoritatea contractantă
"BTS PRO" SRL, reprezentată prin Administratorul – dl. Bogdan GNIDAȘ, care acționează în baza Statutului, denumit(a) în continuare Furnizor, 1008600061565 din 31.12.2008, pe de o parte,	IP UNIVERSITATEA TEHNICĂ A MOLDOVEI, reprezentată prin Rectorul – dl. Viorel BOSTAN, care acționează în baza Cartei Universitare, denumită în continuare Cumpărător, 1007600001506 din 29.01.2007, pe de altă parte,

ambii (denumiți(te) în continuare Părți), au încheiat prezentul Contract referitor la următoarele:

- a. Achiziționarea de **Echipamente IT necesare în cadrul Proiectului Erasmus+ KA2 RE-GRAD — 101128817 – „REFORMING UNDERGRADUATE EDUCATION FOR GREEN AND SUSTAINABLE DEVELOPMENT IN ARMENIA AND MOLDOVA”** denumite în continuare Bunuri, conform procedurii de achiziție publică tip **Licitație Deschisă** nr. ocds-b3wdp1-MD-1724398934057 din 13 septembrie 2024, în baza deciziei grupului de lucru al Cumpărătorului nr. 36 din 18 octombrie 2024.
- b. Următoarele documente vor fi considerate părți componente ale Contractului:
 - a) *Specificații Tehnice* – Anexa nr. 1;
 - b) *Specificații de Pref* – Anexa nr. 2.
- c. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată mai sus.
- d. În calitate de contravaloare a plăților care urmează a fi efectuate de Cumpărător, Furnizorul se obligă prin prezentul contract să livreze Cumpărătorului Bunurile și să înlăture defectele lor în conformitate cu prevederile Contractului sub toate aspectele.
- e. Cumpărătorul se obligă prin prezentul contract să plătească Furnizorului, în calitate de contravaloare a livrării bunurilor, prețul Contractului în termenele și modalitatea stabilite de Contract.

1. Obiectul Contractului

- 1.1. Furnizorul își asumă obligația de a livra Bunurile conform Specificației, care este parte integrantă a prezentului Contract.
- 1.2. Cumpărătorul se obligă, la rândul său, să achite și să recepționeze Bunurile livrate de Furnizor.
- 1.3. Calitatea Bunurilor se atestă prin certificatele de calitate indicate în Specificație.
- 1.4. Termenele de garanție a Bunurilor sunt indicate în *Specificații Tehnice* – Anexa nr. 1.

2. Termeni și condiții de livrare

- 2.1. Livrarea Bunurilor se efectuează de către Furnizor: **Livrarea va fi efectuată în cel mult 90 zile calendaristice după semnarea contractului de către ambele părți**

2.2. Documentația de însoțire a Bunurilor include:

1. *Factura fiscală.....2 ex.*

2. *Actul de primire-predare a bunurilor.....2 ex*

2.3. Originalele documentelor prevăzute în punctul 2.2 se vor prezenta Cumpărătorului cel târziu la momentul livrării bunurilor or la destinația finală. Livrarea bunurilor se consideră încheiată în momentul în care sunt prezentate documentele de mai sus.

3. Prețul și condiții de plată

3.1. Prețul Bunurilor livrate conform prezentului Contract este stabilit în Lei moldovenești, fiind indicat în *Specificații de Preț* – Anexa nr. 2 a prezentului Contract.

3.2. Pentru prezentul Contract, TVA constituie zero lei conform HG nr. 1081 din 27.12.2023 pct. 293⁴³⁰ (87211703483), prin care au fost aduse modificări Hotărârii Guvernului nr. 246 din 08 aprilie 2010 *cu privire la modul de aplicare a facilităților fiscale și vamale aferente realizării proiectelor de asistență tehnică și investițională în derulare, care cad sub incidența tratatelor internaționale la care Republica Moldova este parte.*

3.3. Suma totală a prezentului Contract, inclusiv TVA (TVA=0,00 Lei MD), se stabilește în lei moldovenești și constituie: **648.245,00 Lei MD (șase sute patruzeci și opt mii două sute patruzeci și cinci lei, 00 bani).**

3.4. Achitarea plăților pentru Bunurile livrate se va efectua în Lei moldovenești.

3.5. Metoda și condițiile de plată de către Cumpărător vor fi: **Achitarea plăților pentru Bunurile livrate de Vânzător și recepționate de către Cumpărător se efectuează în baza facturii fiscale prezentate de către Vânzător, în termen de 10 zile lucrătoare din data recepționării documentelor de către Cumpărător.**

3.6. Plățile se vor efectua prin transfer bancar pe contul de decontare (IBAN) al Furnizorului indicat în prezentul Contract.

4. Condiții de predare-primire

4.1. Bunurile se consideră predate de către Furnizor și recepționate de către Cumpărător dacă:

- a) cantitatea Bunurilor corespunde informației indicate în Lista bunurilor și graficul livrării și documentele de însoțire conform punctului 2.2 al prezentului Contract;
- b) calitatea Bunurilor corespunde informației indicate în Specificație;
- c) ambalajul și integritatea Bunurilor corespunde informației indicate în Specificație.

4.2. Furnizorul este obligat să prezinte Cumpărătorului un exemplar original al facturii fiscale odată cu livrarea Bunurilor, pentru efectuarea plății. Pentru nerespectarea de către Furnizor a prezentei clauze, Cumpărătorul își rezervă dreptul de a majora termenul de achitare prevăzut în punctul 3.5 corespunzător numărului de zile de întârziere și de a fi exonerat de achitarea penalității stabilite în punctul 10.4.

5. Standarde

5.1. Bunurile furnizate în baza contractului vor respecta standardele prezentate de către furnizor în propunerea sa tehnică.

5.2. Când nu este menționat nici un standard sau reglementare aplicabilă se vor respecta standardele sau alte reglementări autorizate în țara de origine a Bunurilor.

6. Obligațiile părților

6.1. În baza prezentului Contract, Furnizorul se obligă:

- a) să livreze Bunurile în condițiile prevăzute de prezentul Contract;
- b) să anunțe Cumpărătorul după semnarea prezentului Contract, în decurs de 5 zile calendaristice, prin telefon/fax sau mijloace electronice, despre disponibilitatea livrării Bunurilor;
- c) să asigure condițiile corespunzătoare pentru recepționarea Bunurilor de către Cumpărător, în termenele stabilite, în corespundere cu cerințele prezentului Contract;
- d) să asigure integritatea și calitatea Bunurilor pe toată perioada de până la recepționarea lor de către Cumpărător.

6.2. În baza prezentului Contract, Cumpărătorul se obligă:

- a) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Bunurilor livrate în corespundere cu cerințele prezentului Contract;

b) să asigure achitarea Bunurilor livrate, respectând modalitățile și termenele indicate în prezentul Contract.

7. Circumstanțe care justifică neexecutarea contractului

7.1. Părțile sunt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor conform prezentului Contract, dacă aceasta este cauzată de producerea unor cazuri de circumstanțe care justifică neexecutarea contractului (războaie, calamități naturale: incendii, inundații, cutremure de pământ, precum și alte circumstanțe care nu depind de voința Părților).

7.2. Partea care invocă clauza circumstanțelor care justifică neexecutarea contractului este obligată să informeze imediat (dar nu mai târziu de 10 zile) cealaltă Parte despre survenirea circumstanțelor care justifică neexecutarea contractului.

7.3. Survenirea circumstanțelor care justifică neexecutarea contractului, momentul declanșării și termenul de acțiune trebuie să fie confirmate printr-un aviz de atestare, eliberat în mod corespunzător de către organul competent din țara Părții care invocă asemenea circumstanțe.

7.4. În cazul în care în circumstanțele care justifică neexecutarea contractului, acesta se modifică prin acordul adițional, inclusiv modificarea termenilor de executare, în cazul unei executări ulterioare a contractului. Când se execută pct.7.1 și pct. 7.3, părțile modifică contractul prin acord - adițional, privind neîndeplinirea parțială sau integrală a obligațiilor, inclusiv modificarea termenilor în cazul suspendării și executării ulterioare a contractului.

8. Rezoluțiunea

8.1. Rezoluțiunea Contractului se poate realiza cu acordul comun al Părților.

8.2. Contractul poate fi rezolvit în mod unilateral de către:

a) Cumpărător în caz de refuz al Furnizorului de a livra Bunurile prevăzute în prezentul Contract;

b) Cumpărător în caz de nerespectare de către Furnizor a termenelor de livrare stabilite;

c) Furnizor în caz de nerespectare de către Cumpărător a termenelor de plată a Bunurilor;

d) Furnizor sau Cumpărător în caz de nesatisfacere de către una dintre Părți a pretențiilor înaintate conform prezentului Contract.

8.3. Cumpărătorul are dreptul de a rezolvi unilateral contractul în perioada de valabilitate a acestuia în una dintre următoarele situații:

a) contractantul se afla, la momentul atribuirii lui, în una dintre situațiile care ar fi determinat excluderea sa din procedura de atribuire potrivit art. 19 al Legii nr.131/2015 privind achizițiile publice;

b) contractul a făcut obiectul unei modificări substanțiale care necesita o nouă procedură de achiziție publică în conformitate cu art. 76 al Legii nr.131/2015 privind achizițiile publice;

c) contractul nu ar fi trebuit să fie atribuit contractantului respectiv, având în vedere o încălcare gravă a obligațiilor ce rezultă din Legea nr.131/2015 privind achizițiile publice și/sau tratatele internaționale la care Republica Moldova este parte, care a fost constatată printr-o decizie a unei instanțe judecătorești naționale sau, după caz, internaționale.

8.4. Partea inițiatoare a rezoluțiunii Contractului este obligată să comunice în termen de **5 zile lucrătoare** celeilalte Părți despre intențiile ei printr-o scrisoare motivată.

8.5. Partea înștiințată este obligată să răspundă în decurs de **5 zile lucrătoare** de la primirea notificării. În cazul în care litigiul nu este soluționat în termenele stabilite, partea inițiatoare va iniția rezoluțiunea.

9. Reclamații

9.1. Reclamațiile privind cantitatea Bunurilor livrate sunt înaintate Furnizorului la momentul recepționării lor, fiind confirmate printr-un act întocmit în comun cu reprezentantul Furnizorului.

9.2. Pretențiile privind calitatea bunurilor livrate sunt înaintate Furnizorului în termen de **5 zile** de la depistarea deficiențelor de calitate și trebuie confirmate printr-un certificat eliberat de o organizație independentă neutră și autorizată în acest sens.

9.3. Furnizorul este obligat să examineze pretențiile înaintate în termen de **5 zile** de la data primirii acestora și să comunice Cumpărătorului despre decizia luată.

9.4. În caz de recunoaștere a pretențiilor, Furnizorul este obligat, în termen de **5 zile**, să livreze suplimentar Cumpărătorului cantitatea nelivrată de bunuri, iar în caz de constatare a calității necorespunzătoare – să le substituie sau să le corecteze în conformitate cu cerințele Contractului.

9.5. Furnizorul poartă răspundere pentru calitatea Bunurilor în limitele stabilite, inclusiv pentru viciile ascunse.

9.6. În cazul devierii de la calitatea confirmată prin certificatul de calitate întocmit de organizația independentă neutră sau autorizată în acest sens, cheltuielile pentru staționare sau întârziere sunt suportate de partea vinovată.

10. Sancțiuni

10.1. Forma de garanție de bună executare a contractului agreată de Cumpărător este **Garanție de bună executare emisă de o bancă comercială**, în cuantum de **5%**, din valoarea contractului.

10.2. Pentru refuzul de a vinde Bunurile prevăzute în prezentul Contract, se va reține garanția de bună executare a contractului, în cazul în care ea a fost constituită în conformitate cu prevederile punctului 10.1., în caz contrar Furnizorul suportă o penalitate în valoare de **5 %** din suma totală a contractului.

10.3. Pentru livrarea cu întârziere a Bunurilor, Furnizorul poartă plata despăgubirii în valoare de **0,1%** din suma Bunurilor nelivrate, pentru fiecare zi de întârziere, dar nu mai mult de **5 %** din suma totală a prezentului Contract. În cazul în care întârzierea depășește **10 zile**, Furnizorul prezintă Cumpărătorului o explicație în formă scrisă. Dacă Cumpărătorul acceptă, Furnizorul prelungește termenul de valabilitate a garanției de bună executare, în caz contrar se consideră ca fiind refuz de a livra Bunurile prevăzute în prezentul Contract și Furnizorului i se va reține garanția de bună executare a Contractului, în cazul în care a fost constituită în conformitate cu prevederile pct.10.1.

10.4. Pentru achitarea cu întârziere, Cumpărătorul poartă plata despăgubirii în valoare de **0,1 %** din suma Bunurilor neachitate, pentru fiecare zi de întârziere, dar nu mai mult de **5 %** din suma totală a prezentului contract.

10.5. Prima zi lucrătoare ulterioară datei ce constituie termenul limită de livrare, precum și, termenul limită de achitare se consideră zi lucrătoare de întârziere.

10.6. Suma penalității calculate Furnizorului conform prezentului Contract poate fi dedusă (reținută) de către Cumpărător din suma plății pentru Bunurile livrate.

11. Drepturi de proprietate intelectuală

11.1. Furnizorul are obligația să despăgubească achizitorul împotriva oricăror:

a) reclamații și acțiuni în justiție, ce rezultă din încălcarea unor drepturi de proprietate intelectuală (brevete, nume, mărci înregistrate etc.), legate de echipamentele, materialele, instalațiile sau utilajele folosite pentru sau în legătură cu produsele achiziționate, și

b) daune-interese, costuri, taxe și cheltuieli de orice natură, aferente, cu excepția situației în care o astfel de încălcare rezultă din respectarea Caietului de sarcini întocmit de către achizitor.

12. Dispoziții finale

12.1. Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă conform legislației Republicii Moldova.

12.2. Părțile contractante au dreptul, pe durata îndeplinirii contractului, să convină asupra modificării clauzelor contractului, prin acord adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sînt valabile numai în cazul în care au fost perfectate în scris și au fost semnate de ambele Părți.

12.3. Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane fără acordul în scris al celeilalte părți.

12.4. Prezentul Contract în cazul în care este semnat electronic, de către ambele părți, acesta este remis în mod automat prin mijloacele electronice, dar în cazul când contractul este semnat olografic se întocmește în două exemplare în limba română, câte un exemplar pentru Furnizor, Cumpărător.

12.5. Prezentul Contract se consideră încheiat la data semnării și intră în vigoare la data înregistrării la una din trezoreriile regionale ale Ministerului Finanțelor, în cazul în care sursele financiare se

alocă din bugetul de stat/bugetul local, sau la data semnării sau la o altă dată ulterioară indicată în acest contract în cazul în care gestionarea surselor financiare nu se efectuează prin intermediul sistemului trezorerial.

12.6. Prezentul contract este valabil până la **31 martie 2025**.

12.7. Prezentul Contract reprezintă acordul de voință al părților și se consideră semnat la data aplicării ultimei semnături de către una din părți.

12.8. Pentru confirmarea celor menționate mai sus, Părțile au semnat prezentul Contract în conformitate cu legislația Republicii Moldova.

Avizat Șefă Direcția juridică UTM

Corina Mardari

Avizat Șefă Serviciul Achiziții Publice UTM

Esenia Turchin

RECHIZITELE JURIDICE, POȘTALE ȘI DE PLĂȚI ALE PĂRȚILOR

"BTS PRO" SRL	IP UNIVERSITATEA TEHNICĂ A MOLDOVEI
Adresa poștală: MD-2069, mun. Chișinău, str. Ion Creangă, 6V	Adresa poștală: MD-2004, mun. Chișinău, bd. Ștefan cel Mare, nr. 168
Telefon: +373 22 87 01 40	Telefon: +373 22 23-35-03
Cod fiscal: 1008600061565	Cod fiscal: 1007600001506
Banca: BC "MOLDINDCONBANK" SA, Sucursala "Kiev"	Banca: B.C. "MAIB" S.A., sucursala MAIB PARK
Adresa băncii: mun. Chișinău, str. Kiev, 9/1	Adresa poștală a băncii: mun. Chișinău, str. 31 August 1989, 127
Cod: MOLDMD2X336	Cod: AGRNMD2X522
IBAN: MD22ML000000022515361542	IBAN: MD60AG000000022515050130
Cod TVA: 0505766	

Avizat Contabilă – Șefă Direcția Finanțe și Evidența Contabilă

Svetlana Ambroci

SEMNĂTURILE PĂRȚILOR

"BTS PRO" SRL	IP UNIVERSITATEA TEHNICĂ A MOLDOVEI
Semnătura autorizată: Administrator – Bogdan GNIDAȘ 	Semnătura autorizată: Rector – Viorel BOSTAN 

SPECIFICAȚII TEHNICE

Numărul procedurii de achiziție: <u>ocds-b3wdp1-MD-1724398934057</u>					
Obiectul achiziției: <i>Echipamente IT necesare în cadrul Proiectului Erasmus+ KA2 RE-GRAD — 101128817 – „REFORMING UNDERGRADUATE EDUCATION FOR GREEN AND SUSTAINABLE DEVELOPMENT IN ARMENIA AND MOLDOVA”</i>					
Procedura de achiziție: <i>Licitație Deschisă</i>					
Nr. d/o.	Denumirea Bunurilor	"BTS PRO" SRL			
		Modelul articolului	Țara de origine	Producătorul	Specificarea tehnică deplină solicitată de către autoritatea contractantă
LOT 1 All in one PC					
1.1	All in one PC	Lenovo AIO IdeaCentre 5 27IAH7 Grey (27" QHD IPS Core i5-13500H, 16GB, 1TB SSD, Win 11 Pro)	China	Lenovo	Type: Computer type All-in-One; Internationally recognized Brand Name. Not refurbished. Procesor: Minimum 12 cores Memory RAM: Minimum 16GB, minimum DDR5. SSD: Minimum 1 TB, SSD. Audio: Integrated minimum 2x5W. GPU: Integrated. Network: Minimum Wi-Fi 6 (802.11ax, 2x2); Bluetooth; Minimum Gigabit Ethernet LAN (conector RJ-45). Ports: Minimum 2xUSB Minimum 3.2 Tip-A, minimum 1x USB-C Minimum 3.2; Minimum 1x HDMI-in, Minimum HDMI-out; microphone combo jack (3.5mm).

					Minimum 1x Headphone / microphone combo jack (3.5mm). Web Camera: Built-in; Minimum HD 720p with microphone. Monitor: Minimum 27" IPS, Anti-glare. Design: Colour black/grey. Keyboard & Mouse: The same brand as the computer; Colour black/grey; Keyboard type QWERTY, RUS/ENG; Mouse optic type. Accessories: All cables and accessories necessary for the installation and use of the computer must be present in accordance with the standards of the RM. OS: Win 11 Pro 64bit. Release date: not older than 1 year. Warranty: Complete for 3 years.	Web Camera: Built-in; UHD 5Mpix with microphone. Monitor: 27" IPS, Anti-glare. Design: Colour grey. Keyboard & Mouse: The same brand as the computer; Colour black/grey; Keyboard type QWERTY, RUS/ENG; Mouse optic type. Accessories: All cables and accessories necessary for the installation and use of the computer must be present in accordance with the standards of the RM. OS: Win 11 Pro 64bit. Release date: not older than 1 year. Warranty: Complete for 3 years.
LOT 2 Notebook						
2.1	Notebook Type 1	<i>Dell Latitude 3550, XCTO</i>	<i>Polonia</i>	<i>Dell</i>	Notebook, Not refurbished; CPU: Type: mobile, min.10 cores, min. 12 MB cache. RAM: min. 16GB, min. DDR5; SSD: min. 1TB, M.2 NVMe. GC: min. integrated. Connectivity: min. 2x USB 3.2 Type A; min. 1x USB Type C, min. 1xHDMI; RJ 45, WiFi 6, min. 1x Headphone / microphone combo jack (3.5mm). Monitor: Type: touch, min: 15"- max: 16", min. FHD. Case: Black or silver, FHD Camera, integrated stereo speakers min: 2x2W. Keyboard: QWERTY, fullsize backlit.	Dell Latitude 3550, XCTO Notebook, Not refurbished; CPU: Type: mobile, 13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo) RAM: 16GB, DDR5; SSD: 1TB, M.2 NVMe. GC: integrated. Connectivity: 2x USB 3.2 Type A; 1x USB Type C, 1xHDMI; RJ 45, WiFi 6E, 1x Headphone / microphone combo jack (3.5mm). Monitor: Type: touch, 15,6", FHD. Case: silver, FHD Camera, integrated stereo speakers 2x2W. Keyboard: QWERTY, fullsize backlit. OS: Windows 11 Pro 64bit. Release date: not older than 1 year.

					OS: Windows 11 Pro 64bit. Release date: not older than 1 year. Warranty: Complete for 3 years.	Warranty: Complete for 3 years.
2.2	Notebook Type 2-in-1	<i>Dell Latitude 7450 XCTO</i>	<i>Polonia</i>	<i>Dell</i>	Notebook/Tablet "Brand 2in1" PC. Not refurbished. CPU: Type: mobile, min.12 cores, min. 12 MB cache. RAM: min. 8GB, min. DDR5. SSD: min. 256GB, M.2 NVMe. GC: min. integrated. Connectivity: min. 2x USB 3.2 Type A; min. 2x USB Type C, min. 1xHDMI; min. 1x Headphone / microphone combo jack (3.5mm). Monitor: Type: touch, min: 13" - max: 14", min. FHD. Case: Black or silver, min. FHD Camera, integrated stereo speakers min: 2x2W. Keyboard: QWERTY, RUS/ENG. OS: Windows 11 Pro 64bit. Release date: not older than 1 year. Warranty: Complete for 3 years.	Dell Latitude 7450 XCTO Notebook/Tablet "Brand 2in1" PC. Not refurbished. CPU: Type: mobile, Intel Core Ultra 5 125U.12 cores, min. 12 MB cache. RAM: : 16GB, min. DDR5. SSD: : 256GB, M.2 NVMe. GC: integrated. Connectivity: : 2x USB 3.2 Type A; min. 2x USB Type C, min. 1xHDMI; min. 1x Headphone / microphone combo jack (3.5mm). Monitor: Type: touch, : 14", min. FHD. Case: Black or silver, min. FHD Camera, integrated stereo speakers min: 2x2W. Keyboard: QWERTY, RUS/ENG. OS: Windows 11 Pro 64bit. Release date: not older than 1 year. Warranty: Complete for 3 years.
LOT 3 Printer						
3.1	Multifunctional profesional) Type 1	<i>MFP Canon iR 1643i II, + Toner T06 (20,500 impressions A4)</i>	<i>Philippine</i>	<i>Canon</i>	AIO printer. Type: A4, Mono, Laser, All-In-One (Print/Copy/Scan/) with automatic document feeder. Printing: Automatic two-sided printing; Speed: min. 40 ppm (A4); Print and copy resolution: 1200x1200dpi, 600x600dpi.	Imprimantă AIO Canon iR 1643i II Tip: A4, Mono, Laser, All-In-One (Print/Copy/Scan) cu alimentator automatizat de documente. Imprimare: Imprimare față verso automat; Viteza: 43ppm (A4); Rezoluție de imprimare și copiere: 1200x1200dpi, 600x600dpi. Limbaje de imprimare suportate: PCL6, PostScript3.

					Supported print languages: min. PCL6, PostScript 3. Advanced printing features: direct printing from USB memory stick. Copying: Double-sided copying automatically; Speed: min. 40 ppm (A4); Reduce/Enlarge - 25-400%. Scan: Type: Color, Flatbed, ADF (duplex, single pass). Resolution: min. 600x600dpi. Advanced scanning features: scan to PC, USB, (TIFF, JPEG, PDF). Paper feed: Input: Cassette min. 500 sheets; ADF – min. 50 sheets. Interface Connection: 1x Gigabit Ethernet, Wireless, USB. Compatibility with Operating systems: Windows min ver.10, Mac OS X, Linux. Performance specifications and accessories: Memory: Memory – min. 1GB, Control panel - LCD Color Touch Screen de min. 4” (inch). Accessories included in the set: min. 1 x cartridge with a printing capacity of min. 20,000 pages. Warranty: Complete for 3 years.	Caracteristici avansate de imprimare: imprimare directă de pe stick de memorie USB; Copiere: Copiere față verso automat; Viteza: 43ppm (A4); Micșorare/Mărire - 25-400% Scanare: Colour, Flatbed, ADF (duplex, single pass). Rezoluție: 600x600dpi; Caracteristici avansate de scanare: scan către PC, USB, (TIFF, JPEG, PDF); Alimentarea cu hârtie: Intrare: Standard: 650 foi; ADF – 50 foi. Interfețe: 1x Gigabit Ethernet, Wireless, USB. Compatibilitatea cu sistemele de Operare: Windows ver.10, Mac OS X, Linux. Specificații de performanță și accesorii: Memorie: Memory – 1GB, Control panel - LCD Colour Touch Screen de 12.7cm (5 inch). Accesorii incluse în set: 1x cartușe cu capacitate de imprimare de 20,000 pagini; Garanție: de 36 de luni de la data livrării, fără a păstra ambalajul; Cu talon unic de garanție cu indicarea S/N.
3.2	Color laser printer Type 2	MFD Canon i-Sensys MF754Cdw	Vietnam	Canon	AIO printer. Type: A4, Color, Laser, All-In-One (Print/Copy/Scan/) with automatic document feeder.	MFD Canon i-Sensys MF754Cdw + Cartridge Canon CRG-069 (BK/C/M/Y) toner set Colour Laser MFD A4; Print, Copy, Scan, Fax, Duplex, DADF 50 sheet Print Speed: 33 ppm Double Sided Printing;

			Printing: Automatic two-sided printing; Speed: min. 28 imp (A4) color; Print and copy resolution: min. 1200x1200dpi, min. 600x600dpi. Supported print languages: min. PCL6, PostScript 3. Advanced printing features: direct printing from USB. Copying: Double-sided copying automatically; Speed: min. 28 ipm (A4); Reduce/Enlarge - 25-400%. Scan: Type: Color, Flatbed, ADF. Advanced scanning features: scan to PC, USB, (TIFF, JPEG, PDF). Paper feed: Input: Cassette min. 250 sheets; ADF – min. 50 sheets. Interface Connection: 1x Gigabit Ethernet, Wireless, USB. Compatibility with Operating systems: Windows min ver.10, Mac OS X, Linux. Performance specifications and accessories: Memory: Memory – min. 1GB, Control panel - LCD Color Touch Screen de min. 4” (inch). Accessories included in the set: min. 1 x Set of cartridges included in the print and one an additional set. Warranty: Complete for 3 years.	Automatic Printing Method: Colour laser beam printing Print Resolution: Up to 1200x1200 dpi Warm-up Time: Approx.14 seconds or less from power on First-Print-Out Time: Colour approx.: 7.1 seconds or less, Mono approx.: 7.1 seconds or less Printer Languages: UFR II, PCL 5c, PCL6, Adobe® PostScript Copy Speed: Single sided (A4): Up to 33 ppm, Double sided (A4): Up to 29 ipm First-Copy-Out Time: ADF (A4): Colour Approx. 8.8 seconds or less, Mono Approx. 7.6 seconds or less, Platen (A4): Colour Approx. 9.4 seconds or less, Mono Approx. 8.3 seconds or less Copy Resolution: Up to 600 x 600 dpi Double Sided Copying: 2-sided to 2-sided (Automatic) Multiple Copies: Up to 999 copies Reduction / Enlargement: 25-400% in 1% increments Scanner Type: Platen, 2-sided ADF (single pass) 50-sheet Standard Type Colour Scan Resolution: Optical: Up to 600 x 600 dpi, Enhanced: Up to 9600 x 9600 dpi Scan Speed: Single sided mono: 50ipm (300x300dpi), Single sided colour: 40ipm (300x300dpi), Double sided mono: 100ipm (300x300dpi), Double sided colour: 80ipm (300x300dpi), Single sided mono: 40ipm (300x600dpi), Single sided colour: 20ipm (300x600dpi), Double sided mono: 80ipm (300x600dpi), Double sided colour: 40ipm (300x600dpi) Scan to E-mail, Scan to PC.
+	Cartridge Canon CRG-069 (BK/C/M/Y) toner set			

						Scan to USB Memory Key, Scan to FTP, Scan to Cloud, iFAX Fax Specifications: Modem Speed 33.6 Kbps (Up to 3 seconds/page) Processor Speed: 1200MHz x 2 Memory: 1GB Control Panel: 12.7 cm LCD Colour Touch Screen Paper Input (Standard): 250-sheet cassette, 50-sheet multipurpose tray Paper Input (Option): 550-sheet cassette Maximum Paper Input Capacity: 850-sheet cassette Paper Output: 150-sheet Interface: USB 2.0 Hi-Speed, 10BASE-T/100BASE-TX/1000Base-T, Wireless 802.11b/g/n, Wireless Direct Connection Recommended Monthly Print Volume: 750 - 4,000 pages per month Duty Cycle: Max. 50,000 pages per month Consumables: Printer ships with Black: 2,100 pages, C/M/Y: 1,100 pages starter cartridges + set Cartridge 069 Black (2,100 pages) Cartridge 069 Cyan (1,900 pages) Cartridge 069 Magenta (1,900 pages) Cartridge 069 Yellow (1,900 pages). Garanție 36 luni.
LOT 4 Interactive projector						
4.1	Interactive projector in set with board, control panel and document-camera	<i>Projector Epson EB1485Fi; Interactive UST, LCD, FullHD, Laser</i>	<i>Filipine</i>	<i>Epson</i>	Interactive projector in a set with 120" board (whiteboard 16:9), camera document and control system. Projection System: 3LCD Color/White Light Output min. 5,000 Lumen, min. 3,500 Lumen (economy). Resolution: min. Full HD 1080p, 1920 x 1080, 16:9.	Interactive projector in a set with 120" board (whiteboard 16:9), camera document and control system. Projection System: 3LCD Color/White Light Output min. 5,000 Lumen, min. 3,500 Lumen (economy). Resolution: min. Full HD 1080p, 1920 x 1080, 16:9. Aspect Ratio: 16:9.

		5000Lum, 2.5M:1, WiFi, LAN, 16W, White		Aspect Ratio: 16:9. Contrast Ratio: min. 2,500,000 : 1; Light source Laser: Light source min. 20,000 hours Durability High, min. 30,000 hours Durability Eco: Keystone Correction Manual vertical: $\pm 3^\circ$, Manual horizontal $\pm 3^\circ$. Screen Size Projected: Distance min. 0.4 m - min. 60-inch screen, Distance min. 0.6 m - min. 100-inch screen. Interfaces: min. 2x USB 2.0 Type A, Powered USB, RS-232C, Wired Network, Wireless LAN IEEE 802.11a/b/g/n/ac, WiFi Direct, VGA in, VGA out, min. 2x HDMI in, possibility of wireless sharing from any device – laptop, tablet or smartphone, Stereo mini jack audio out, Stereo mini jack in, Microphone input, Finger-touch interface, Multi-Touch interface, min. USB 2.0 Type B, HDMI out. Security: Kensington lock, Control panel lock, Password lock, Wireless LAN security; Interactivity: Pen and finger-touch. Power consumption: max. 370 Watt. Noise Level: max. Normal: 36 dB. Accessories: Document camera with cable connection, min. 2MP min. 1920 x 1080, Zoom: min. 8x Digital Zoom. Loudspeaker: min. 15-Watt, Stereo. Warranty: Complete for 3 years.	Contrast Ratio: min. 2,500,000 : 1; Light source Laser: Light source min. 20,000 hours Durability High, min. 30,000 hours Durability Eco: Keystone Correction Manual vertical: $\pm 3^\circ$, Manual horizontal $\pm 3^\circ$. Screen Size Projected: Distance min. 0.4 m - min. 60-inch screen, Distance min. 0.6 m - min. 100-inch screen. Interfaces: min. 2x USB 2.0 Type A, Powered USB, RS232C, Wired Network, Wireless LAN IEEE 802.11a/b/g/n/ac, WiFi Direct, VGA in, VGA out, min. 2x HDMI in, possibility of wireless sharing from any device – laptop, tablet or smartphone, Stereo mini jack audio out, Stereo mini jack audio in, Microphone input, Finger-touch interface, MultiTouch interface, min. USB 2.0 Type B, HDMI out. Security: Kensington lock, Control panel lock, Password lock, Wireless LAN security; Interactivity: Pen and fingertouch. Power consumption: max. 370 Watt. Noise Level: max. Normal: 36 dB. Accessories: Document camera with cable connection, min. 2MP min. 1920 x 1080, Zoom: min. 8x Digital Zoom. Loudspeaker: min. 15-Watt, Stereo. Warranty: Complete for 3 years.
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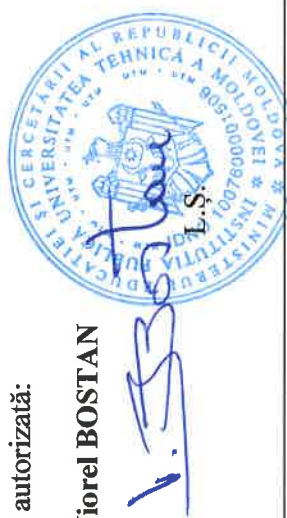
4.1	Installation and configuration	Installation and configuration	RM	BTS Pro	The supplied items must be delivered, installed, mounted, tested, and configured to ensure they are fully functional	The supplied items must be delivered, installed, mounted, tested, and configured to ensure they are fully functional. Garanție 36 luni.
4.2	Projector	Projector Epson EBL260F; LCD, FullHD, Laser 4600Lum, 2.5M:1, 1,62x Zoom, Wi-Fi, Miracast, 16W, White	Filipine	Epson	The supplied items must be delivered, installed, mounted, tested, and configured to ensure they are fully functional Type: Projector. Light Source: Laser. Brightness: min: 4,500 Lumens. Resolution: min. Full HD. Aspect Ratio: 16:9. Light Source Durability: min. 20,000 hours (not economy mode). Keystone: min. vertical/ horizontal min: $\pm 30^\circ$. Interfaces: min: 1x USB Type-A, min: 2x HDMI-in, min: 1x Stereo mini jack audio-out, min: 1x Stereo mini jack audio-in, wireless sharing capability from any device – laptop, tablet, or smartphone. Noise Level: max 40dB Power Consumption: max. 270W. Accessories included: ceiling mount, HDMI to HDMI active optical cable min. 20m, max. 30m. Speakers: min. 10W. Warranty: Complete for 3 years.	Projector Epson EB-L260F Sursă de lumină: Laser Luminozitate: 4,600 Lumen Rezoluție: Full HD Raportul de aspect: 16:9 Sursă de lumină: 20 000 hours durability (not economy) Corecție Keystone: vertical/horizontal $\pm 30^\circ$ Interfețe: USB 2.0-A, USB 2.0, RS-232C, Ethernet interface (100 Base-TX / 10 Base-T), Wi-Fi Direct, VGA in (2x), VGA out, Composite in, Miracast, Jack plug out, Jack plug in (2x), Cinch audio out, Microphone input, HDMI (HDCP 2.2) (2x), Wireless LAN IEEE 802.11a/b/g/n/ac, posibilitatea partajării fără fir de pe orice dispozitiv – laptop, tabletă sau smartphone. Nivel de zgomot: 37 dB Consumul de energie: 199 W Accesorii în set: suport montare pe tavan Reflecta "TAPA" Universal, Cablu HDMI to HDMI Active optical 20m Difuzoare: 16W Garanție: 36 de luni de la data livrării, fără a păstra ambalajul; Cu talon unic de garanție cu indicarea S/N.

LOT 5 Digital board				
5.1	Digital board	Interactive Display StarBoard IFPDYL5X- PRO-75: 75", 4K Touch, Android 11, 8/128Gb, MB311D2	China	Starboard
				Diagonal Size: min. 75 " interactive with touch screen. Resolution: min. 3840*2160. Connectivity: ability to project content from another screen with wireless digital signal, Input min. 1x HDMI; Output – min. 1x HDMI, min.1x USB 3.0 Type A, min.1x USB Type C, 1x stereo mini jack, Bluetooth. APPS: Whiteboarding app, document viewer, video player, Web browser, Office365. External Control: Touch Input, RS232, RJ45. Brightness: 350cd/m2. Contrast Ratio: min. 4000:1. Touch: touch pen type, flexible erasing, min. 20 touch. Protection Glass: Yes. Processor: min.1.7GHz CPU Quad. Sound: incorporate. Stand for digital board: compatible with the board. Included: Power Cord, USB Upstream Cable, Pen. Warranty: Complete for 3 years.
LOT 6 Video and Audio-Conferencing System				
6.1	Video conferencing equipment	960-001224 - LOGITECH Rally Ultra-	China	Logitech
				Video conferencing equipment LOGITECH Rally Ultra-HD ConferenceCam -Black with Mounting Kit LOGITECH Rally Mounting Kit (PTZ)

				Compatible software: Video noise reduction, Low-light saturation optimization, Renders natural skin tones for each participant on camera, Human figure detection, Auto-frame participants at meetings, Auto-reframe participants during meetings, able to distinguish human speech from other sounds, Acoustic Echo Cancellation, Voice Activity Detector, Background noise suppression, Auto-level loud and soft voices, low distortion. Camera: 1xCamera, PTZ imaging system, USB 3.0 Type-C cable min. 2m, Power adapter with regional plugs, Power splitter & case, Camera mount with mounting hardware, supports: 4K, 1440p, 1080p. Slow motorized tilt, turn and zoom: min. turn $\pm 90^\circ$, min. Tilt: $+50^\circ / -90^\circ$, min. 15X HD zoom, min. 90° field of view. Automatic inversion detection to correct image orientation and camera controls when mounted upside down, Autofocus, min. 3 camera presets. Microphone: min. 2x Microphones with cable connection. Pickup Range: min. 4 m diameter, omnidirectional microphones, Acoustic Echo Cancellation, Voice Activity Detector, Background noise suppression, Mute button with LED status indicator. Speaker: min. 2x Speaker	camera with ceiling installations) and 2x Mic ceiling Mount. Compatible software: Video noise reduction, Low-light saturation optimization, Renders natural skin tones for each participant on camera, Human figure detection, Auto-frame participants at meetings, Auto-reframe participants during meetings, able to distinguish human speech from other sounds, Acoustic Echo Cancellation, Voice Activity Detector, Background noise suppression, Auto-level loud and soft voices, low distortion. Camera: 1xCamera, PTZ imaging system, USB 3.0 Type-C cable min. 2m, Power adapter with regional plugs, Power splitter & case, Camera mount with mounting hardware, supports: 4K, 1440p, 1080p. Slow motorized tilt, turn and zoom: turn $\pm 90^\circ$, Tilt: $+50^\circ / -90^\circ$, 15X HD zoom, 90° field of view. Automatic inversion detection to correct image orientation and camera controls when mounted upside down, Autofocus, min. 3 camera presets. Microphone: 2x Microphones with cable connection. Pickup Range: 4 m diameter, omnidirectional microphones, Acoustic Echo Cancellation, Voice Activity Detector, Background noise suppression, Mute button with LED status indicator. Speaker: 2x Speaker High-performance, suspension system that eliminates camera
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						High-performance, suspension system that eliminates camera shake from vibrations and audio interference, min. 7.5W. Accessories: Mount kit. All components compatible from the same manufacturer and sold as a set from the manufacturer	shake from vibrations and audio interference, min. 7.5W. Accessories: Mount kit All components compatible from the same manufacturer and sold as a set from the manufacturer Warranty: for all components 3 years
						Warranty: Complete for 3 years.	

SEMNĂTURILE PĂRȚILOR

"BTS PRO" SRL Semnătura autorizată: Administrator – Bogdan GNIDAȘ 	IP UNIVERSITATEA TEHNICĂ A MOLDOVEI Semnătura autorizată: Rector – Viorel BOSTAN 
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SPECIFICAȚII DE PREȚ

Numărul procedurii de achiziție: <i>ocds-b3wdp1-MD-1724398934057</i>									
Obiectul achiziției: <i>Echipamente IT necesare în cadrul Proiectului Erasmus+ KA2 RE-GRAD — 101128817 – „REFORMING UNDERGRADUATE EDUCATION FOR GREEN AND SUSTAINABLE DEVELOPMENT IN ARMENIA AND MOLDOVA”</i>									
Procedura de achiziție: <i>Licitație Deschisă</i>									
Nr. d/o.	Cod CPV	Denumirea bunurilor solicitate	Unitatea de măsură	Cantitatea	"BTS PRO" SRL				Termenul de livrare
					Preț f/tva	Preț cu tva	Suma f/tva	Suma cu tva	
LOT 1 All in one PC									
1.1	30213300-8	All in one PC	Bucată	8	17.060,00	17.060,00	136.480,00	136.480,00	Livrarea va fi efectuată în cel mult 90 zile calendaristice după semnarea contractului de către ambele părți
					Total LOT 1		136.480,00	136.480,00	
LOT 2 Notebook									
2.1	30213100-6	Notebook Type 1	Bucată	8	16.475,00	16.475,00	131.800,00	131.800,00	Livrarea va fi efectuată în cel mult 90 zile calendaristice după semnarea contractului de către ambele părți
2.2	30213100-6	Notebook Type 2-in-1	Bucată	6	22.430,00	22.430,00	134.580,00	134.580,00	
					Total LOT 2		266.380,00	266.380,00	
LOT 3 Printer									
3.1	30232110-8	Multifunctional profesional) Type 1	Bucată	2	13.385,00	13.385,00	26.770,00	26.770,00	Livrarea va fi efectuată în cel mult 90 zile calendaristice după semnarea contractului de către ambele părți
3.2	30232110-8	Color laser printer Type 2	Bucată	1	15.400,00	15.400,00	15.400,00	15.400,00	
					Total LOT 3		42.170,00	42.170,00	

LOT 4 Interactive projector							Livrarea va fi efectuată în cel mult 90 zile calendaristice după semnarea contractului de către ambele părți
4.1	38652100-1	Interactive projector in set with board, control panel and document-camera	Bucată	1	82.575,00	82.575,00	82.575,00
4.1.1	51000000-9	Installation and configuration	Instalare	1	2.205,00	2.205,00	2.205,00
4.2	38652100-1	Projector	Bucată	1	27.360,00	27.360,00	27.360,00
Total LOT 4						112.140,00	112.140,00
LOT 5 Digital board							Livrarea va fi efectuată în cel mult 90 zile calendaristice după semnarea contractului de către ambele părți
5.1	30195200-4	Digital board	Bucată	1	37.685,00	37.685,00	37.685,00
Total LOT 5						37.685,00	37.685,00
LOT 6 Video and Audio-Conferencing System							Livrarea va fi efectuată în cel mult 90 zile calendaristice după semnarea contractului de către ambele părți
6.1	32232000-8	Video conferencing equipment	Bucată	1	53.390,00	53.390,00	53.390,00
Total LOT 6						53.390,00	53.390,00
TOTAL GENERAL						648.245,00	648.245,00

*TVA=0,00 lei conform HG nr. 1081 din 27.12.2023 pct. 293⁴³⁰ (87211703483), prin care au fost aduse modificări Hotărârii Guvernului nr. 246 din 08 aprilie 2010 cu privire la modul de aplicare a facilităților fiscale și vamale aferente realizării proiectelor de asistență tehnică și investițională în derulare, care cad sub incidența tratatelor internaționale la care Republica Moldova este parte. (Link: https://www.legis.md/cautare/getResults?doc_id=141028&lang=ro)

SEMNĂTURILE PĂRȚILOR

"BTS PRO" SRL Semnătura autorizată: Administrator – Bogdan GNIDAȘ  L.Ș.	IP UNIVERSITATEA TEHNICĂ A MOLDOVEI Semnătura autorizată: Rector – Viorel BOSTAN  L.Ș.
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Autoritatea contractanta: Aeroportul International Chisinau

Numărul licitației: ocds-b3wdp1-MD-1697810704221 din 01.12.2023

Denumirea licitației: Echipament de tip server

Data: 01.12.2023

Lot: 1

Pagina.: 14 din 15

Nr.	Denumirea bunurilor / serviciilor	Denumirea modelului bunului / serviciului	Țara de origine	Produsul / serviciul	Specificarea tehnică deplină solicitată de către autoritatea contractantă	Specificarea tehnică deplină propusă de către ofertant	Garanție, luni	Standarde de referință
1	2	3	4	5	6	7	8	
LOT1								
1	Server	Server Lenovo ThinkSystem SR650 V3	UE	Lenovo	CPU: 10 core, 2.4GHz, two processors RAM: 128Gb DDR4 ECC, 2933MHz(up to 24 DIMM) Memory: two m.2 480 Gb read intensive, NHS. Additional up to 12x 2.5-inch drives Ethernet : 1Gb 4-port RJ45, 25GbE SFP28 2-port PSU minim: 550W(Hot swap), platinum, qty=2 TPM Module, remote control software. Three USB 3.0 port., One USB 2.0, One VGA port, Two slots for PCIe Brand name international, Designed to run 24 hours a day, 7 days a week – Garantie 24 luni.	Server Lenovo ThinkSystem SR650 V3 CPU Intel Xeon Silver 4410T: 10 core, 2.7GHz, two processors RAM: 4x 32GB TruDDR5 4800MHz (up to 32 DIMM) Memory: two m.2 480 Gb read intensive, NHS. Additional up to 24x 2.5-inch drives Ethernet : 1Gb 4-port RJ45, 25GbE SFP28 2-port PSU: 750W(Hot swap), titanium, qty =2 TPM Module, remote control software XClarity Pro, Per Managed Endpoint 4x USB 3.1 port., One USB 2.0, One VGA port, ThinkSystem V3 2U x16/x8/x8 PCIe Gen4 Riser1 or 2, G4 x16/x8/x8 PCIe Riser BLKL for Riser1 Placement Brand name international, Designed to run 24 hours a day, 7 days a week – Garantie 36 luni.	36 luni	ISO
2	Rack hybrid storage	Storage Lenovo ThinkSystem DE2000H Hybrid Flash Array SFF Gen2	UE	Lenovo	controller for high availability and performance RAID 0, 1, 3, 5, 6, and 10. Two redundant hot-swap 913 W PSU Memory: 6 x 1.8TB 10K 2.5" HDD(up to 24x) Connectivity: 4x 10/25GbE iSCSI SFP28 Module and 4x 3m LC-LC OM3 MMF Cable - Garantie 24 luni.	Storage Lenovo ThinkSystem DE2000H Hybrid Flash Array SFF Gen2 controller for high availability and performance RAID 0, 1, 3, 5, 6, and 10. Dynamic Disk Pools. Two redundant hot-swap 913 W PSU Memory: 6x 1.8TB 10K 2.5" HDD(up to 24x) Connectivity: 4x 10/25GbE iSCSI SFP28 Module and 4x 3m LC-LC OM4 MMF Cable Garantie 36 luni.	36 luni	ISO
3	Soft	VMware vSphere 8 Essentials Plus Kit for 3 hosts (Max 2 processors per host)	USA	VMware / Lenovo	VMware vSphere 8 Essentials Plus Kit for 3 hosts	VMware vSphere 8 Essentials Plus Kit for 3 hosts (Max 2 processors per host)	N/A	ISO

Numele, Prenumele: Bogdan Gnidas În calitate de: Administrator

Ofertantul: „BTS Pro” SRL Adresa: mun. Chisinau, str Ion Creanga, 6 V

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Tel.: +373 22 870 140
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Cod TVA: 0505766
Cod BIC: MOLDMD2X336
Cod fiscal: 1008600061565
Cod IBAN: MD22MLO00000022515361542

“BTS Pro” SRL
office@bts.md
www.bts.md

Prenume Nume: Bogdan Gnidas
Funcția în cadrul firmei: Administrator



Let us do IT for you.



Autoritatea contractanta: Aeroportul International Chisinau

Numărul licitației: ocds-b3wdp1-MD-1697810704221 din 01.12.2023

Denumirea licitației: Echipament de tip server

Data: 01.12.2023

Lot: 1

Pagina: 15 din 15

Nr.	Cod CPV	Denumirea bunurilor / serviciilor	Unitatea de măsură	Cantitatea	Pret unitar (fără TVA), MDL	Pret unitar (cu TVA), MDL	Suma (fără TVA), MDL	Suma (cu TVA), MDL	Termenul de livrare / prestare	Clasificarea bugetară (IBAN)	Disco-unt %
LOT1											
1	30213000-5	Server	Buc.	2	109375,00	131250,00	218750,00	262500,00	60 de zile	-	-
2	30213000-5	Rack hybrid storage	Buc.	1	176370,00	211644,00	176370,00	211644,00	60 de zile	-	-
3	30213000-5	Soft	Buc.	1	54435,00	65322,00	54435,00	65322,00	60 de zile	-	-
TOTAL LOT 1:					449555,00		449555,00	539466,00			
TOTAL:					449555,00		449555,00	539466,00			

Valabilitatea ofertei: 30 zile

Numele, Prenumele: Bogdan Gnidaș În calitate de: Administrator

Ofertantul: „BTS Pro” SRL Adresa: mun. Chisinau, str Ion Creanga, 6 V

str. Ion Creangă 6V
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Tel.: +373 22 870 140
Fax.: +373 22 595 858

Cod TVA: 0505766
Cod BIC: MOLDMD2X336
Cod fiscal: 1008600061565
Cod IBAN: MD22ML000000022515361542

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Funcția în cadrul firmei: Administrator



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**APPENDIX 2 to the General Conditions of the Contract No. MD-
PSA-290324-GO-RFB**

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment
(SH) Performance Declaration for Subcontractors***

SEA and/or SH Declaration
We:
☒ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.

Signatures of the Parties

FOR THE PURCHASER

FOR THE SUPPLIER

**PUBLIC INSTITUTION REAL ESTATE
CADASTRE**

„BTS PRO” SRL

Signed by: **Radu CHILARU**

Signed by: **Bogdan GNIDAŞ**



Title: **Director**



Title: **Director**