

**STANDARD DOCUMENTATION  
for public procurement of goods and services**

**INSTRUCTIONS FOR CONTRACTING AUTHORITIES AND BIDDERS  
Section 1**

**General provisions**

**1.** This Documentation is an instruction for contracting authorities and bidders to initiate and conduct public procurement procedures for goods and services. In procedures for the procurement of goods and services initiated and carried out by means of a call for tenders and low-value purchases, contracting authorities may simplify the forms depending on the complexity of the purchase.

**2.** This Documentation contains annexes intended to initiate, publish, award and modify public procurement procedures, as well as to facilitate the preparation and presentation of the tender, and documents enabling the working group to examine and evaluate all submitted tenders, as follows:

- 1) Prior information notice (Annex 1);
- 2) Participation notice inclusively for pre-selection procedures / negotiated procedures (Annex 2);
- 3) Invitation to participate in the pre-selection stages/negotiated procedures (Annex 3);
- 4) Minutes on the results of the pre-selection of candidates (Annex no. 4);
- 5) Award notice (Annex no. 5);
- 6) Notice on modification of the public procurement contract/framework agreement (Annex no. 6);
- 7) Request to participate (Annex 7);
- 8) Statement on the validity of the tender (Annex 8);
- 9) Letter of bank guarantee (Annex 9);
- 10) Performance guarantee (Annex 10);
- 11) Information on the association (Annex 11);
- 12) Declaration on the list of the main deliveries/supplies made in the last 3 years of activity (Annex no. 12);
- 13) Statement on the specific equipment, equipment and equipment necessary for the proper performance of the contract (Annex 13);
- 14) Statement on the specialist staff proposed for the implementation of the contract (Annex no. 14);
- 15) List of subcontractors and the part(s) of the contract fulfilled by them (Annex 15);
- 16) Financially supporting third-party commitment (Annex 16);
- 17) Financially supportive third party statement (Annex 17);
- 18) Commitment on the technical and professional support of the bidder /group of economic operators (Annex 18);
- 19) Technically supportive third party statement (Annex 19);
- 20) Professionally supportive third party statement (Annex 20);
- 21) Specifications (Annex 21);
- 22) Technical specifications (Annex 22);
- 23) Price specifications (Annex 23);
- 24) Contract – model (Annex 24);

- 25) Additional agreement (Annex 25);
- 26) Framework Agreement (Annex 26).

**3.** Details of the quantities of goods and services, technical specifications, standards and resources are set out in the tender specifications (Annex 21).

**4.** The contracting authority is to ensure that, at the time of the initiation of the procurement procedure, the financial means are allocated or there is a guarantee of their allocation and intended exclusively for the procurement in question.

**5.** The award of the public procurement contract for goods and services is carried out in accordance with the provisions of Law No 131/2015 on public procurement.

**6.** Where the contracting authority initiates a framework agreement as a special means of awarding public supply and service contracts, the procedure shall be carried out in accordance with the Regulation on the framework agreement as a special means of awarding public contracts, approved by Government Decision No 694/2020.

**7.** If the contracting authority initiates the negotiated procedure, the procedure is carried out in accordance with the Regulation on public procurement using the negotiated procedure, approved by Government Decision No 599/2020.

**8.** Where the contracting authority initiates pre-selection procedures, the annexes relating to the given procedures shall be used: Annex 1, Annex 3, Annex 4, Annex 5, Annex 6 and Annex 25.

**9.** The bidder shall bear all the costs associated with the preparation and presentation of his tender and the documents accompanying it.

**10.** The request to participate (Annex 7), the tender, the Single European Procurement Document (hereinafter referred to as the EAPD), the tender documentation, the tender specifications and all correspondence between the bidder and the contracting authority shall be drawn up in Romanian or, as the case may be, all the documents listed may be drawn up in one of the international languages. The supporting documents and the printed literature forming part of the tender may also be drawn up in another language specified in the tender documentation, provided that they are accompanied by an accurate translation of the relevant passages into Romanian.

**11.** Where the contracting authority has found that the bidder has been involved in the practices described in points 22 and 23 in the award procedure for the public contract, it shall:

1) exclude the bidder from the respective procurement procedure and submit the request to the Public Procurement Agency for its inclusion in the Prohibition List, in accordance with the provisions of Government Decision No 1420/2016 approving the Regulation on the listing of qualified economic operators; or

2) take any other measures provided for in Article 42 of Law No 131/2015 on public procurement.

**12.** The following actions in the procurement procedure are prohibited:

1) the promise or offering to a responsible person, personally or through an intermediary, of goods or services, or privileges, or advantages in any form, to influence the actions of another party;

2) any act or omission, including misinterpretation, which knowingly or negligently misleads or tends to mislead a party to obtain a financial or other benefit or to avoid an obligation;

3) understanding prohibited by law between two or more parties in order to coordinate their conduct in public procurement procedures;

4) damage, directly or indirectly, to any part or property of that part in order to unduly influence its actions;

5) the intentional destruction, falsification, counterfeiting or concealment of investigative material, or the submission of false information to the prosecution, in order essentially to prevent the prosecution of fraudulent practices by the relevant bodies, as well as the threat, harassment or intimidation of any party to prevent it from disclosing information on matters relevant to the prosecution.

## **Section 2**

### **Qualification of candidates/bidders**

**13.** Any economic operator, resident or non-resident, natural or legal person governed by public or private law, or association of such persons, shall have the right to participate in the procedure for the award of a public supply and service contract.

**14.** The natural or legal person who participated in the preparation of the tender documentation has the right, as an economic operator, to be a bidder, associated bidder or subcontractor, but only if its involvement in the preparation of the tender documentation is not likely to distort competition. The natural or legal person directly participating in the process of verification and evaluation of tenders shall not be entitled to be a bidder, associated bidder or subcontractor, under penalty of exclusion from the award procedure.

**15.** Several legal persons have the right to associate for the purpose of submitting a joint tender, also each associate is to present the UAD separately. The association must be presented in written form at the request of the contracting authority once it has been declared in the EAD.

**16.** Subsidiaries of economic operators, with legal personality and registered in accordance with point 29, have the right to participate in the procedure for the award of the public contract for goods and services in their own name and, for this purpose, must submit documents proving eligibility, registration, technical capacity and economic and financial capacity.

**17.** Branches shall have the right to participate in the procedure for the award of the public supply and service contract and to conclude that contract only on behalf of the legal person by proxy. In this case, the submitted documents proving eligibility, registration, technical capacity and economic and financial capacity must be those of the legal entity.

**18.** In order to confirm the qualification data in the public procurement procedure, the economic operator shall complete and submit the APAD, in accordance with the standard form of the European Single Procurement Document, approved by Order No 72/2020 of the Minister for Finance, in accordance with the requirements laid down by the contracting authority. The submission of any other EAD form is the basis for disqualification from the public procurement procedure.

**19.** Depending on the specificity of the procurement and the procedure chosen, the contracting authority has the obligation to establish for each procedure the qualification criteria as well as the supporting documents necessary to be submitted by the economic operators.

**20.** The contracting authority shall apply qualification criteria and requirements only in relation to:

- 1) eligibility of the bidder or candidate;
- 2) ability to exercise professional activity;
- 3) economic and financial capacity;

- 4) technical capacity;
- 5) quality assurance standards;
- 6) environmental protection standards.

**21.** In order to ascertain the qualification data in public procurement procedures, the economic operator shall submit at the time of the evaluation the documents required by the contracting authority in public procurement procedures. The documents shall be submitted in electronic form using the Automated Information System 'State Register of Public Procurement' (hereinafter referred to as SIA RSAP), except in the cases provided for in Article 33(7) and (11) of Law No 131/2015 on public procurement.

**22.** Any bidder or candidate confirmed to have been convicted, by final judgment of a court, of participation in the activities of a criminal organisation or group, corruption, fraud and/or money laundering, terrorist offences or offences related to terrorist activities, terrorist financing, child labour and other forms of trafficking in human beings shall be excluded from the procurement procedure.

**23.** Any bidder in any of the situations referred to in Article 19(2) and (3) and Article 16(6) of Law No 131/2015 on public procurement shall be excluded from the procedure for the award of the public procurement contract and shall not be eligible.

**24.** Any bidder /candidate in one of the situations referred to in points 22 and 23 shall provide evidence that the measures taken by it are sufficient to demonstrate its reliability and credibility, notwithstanding the existence of a ground for exclusion. If the contracting authority considers such evidence to be sufficient, the bidder /candidate concerned shall not be excluded from the procurement procedure, unless the economic operator has been excluded by final judgment of a court from participation in the procurement procedures.

**25.** The contracting authority shall retrieve the information necessary to establish whether or not the circumstances referred to in points 22 and 23 exist in the available databases of public authorities or third parties. If this is not possible, the contracting authority has the obligation to accept as sufficient and relevant to demonstrate that the bidder /candidate does not fall within one of the situations referred to in points 22 and 23 any document considered edifying in this respect in the country of origin or in the country where the bidder is established, such as certificates, criminal records or other equivalent documents issued by the competent authorities of that country.

**26.** With regard to the references in point 23, in accordance with the national law of the State in which the bidder s are established, such requests shall relate to natural and legal persons, including, where appropriate, company directors or any person with powers of representation, decision-making or control with regard to the bidder /candidate.

**27.** If, in the country of origin or in the country in which the bidder /candidate is established, documents as referred to in point 22 are not issued or do not cover all the situations referred to in point 23, the contracting authority is required to accept a declaration on honour or, if there is no statutory provision for a declaration on honour in that country, an authentic declaration made to a notary, administrative or judicial authority or professional association competent for that purpose.

**28.** The contracting authority shall assess the measures taken by the economic operators taking into account the seriousness and particular circumstances of the offence or irregularity. If the contracting authority considers that the measures taken are insufficient, it shall inform the bidder /candidate of the reasons for exclusion.

**29.** The contracting authority shall require any bidder to provide proof showing a form of registration in the case of the legal person, the legal capacity to execute the tender documentation and to deliver/provide the goods/services, in accordance with the legal provisions of the country in which it is established.

**30.** The bidder is to have a minimum level of economic and/or financial capacity and submit information/documents on economic and/or financial capacity to qualify in accordance with the requirements for performance of the contract, such as:

1. to achieve an average annual turnover in the last three years equal to or greater than the amount set out in point 16 of Annex II, which shall not exceed twice the estimated value of the contract, except in duly justified cases, such as those relating to the special risks associated with the nature of the goods or services;

2) appropriate bank statements or, where appropriate, evidence of professional risk insurance;

3) the financial situation for the previous management period, approved and registered by the competent bodies, and any other legal documents by which the bidder can prove its economic and financial capacity.

**31.** Where a contract is divided into lots, the turnover index shall apply for each individual lot. However, the contracting authority is to determine the minimum annual turnover imposed on economic operators with reference to groups of lots, if the successful bidder is awarded several lots to be performed at the same time.

**32.** At the request of the contacting authority, the bidder shall submit the documents demonstrating technical and/or professional capacity for the performance of the future contract only to the extent that this information is relevant for the performance of the contract and is not available in the databases of public authorities or third parties:

1) a list of the main supplies of similar goods/services carried out in the last 3 years, according to Annex no. 12. Those certifications shall indicate the beneficiaries, whether they are contracting authorities or private customers, the values and delivery/performance periods.

2) the statement of the technical equipment and measures applied to ensure quality, as well as, where appropriate, the study and research resources;

3) information on the specialised staff/technical body at its disposal or whose commitment to participate has been obtained by the bidder /candidate, in particular to ensure quality control;

certificates or other documents issued by bodies empowered to do so attesting the conformity of the goods, clearly identified by reference to the relevant specifications or standards;

5) samples (in so far as the need for presentation is justified), descriptions and/or photographs the authenticity of which must be capable of being demonstrated if the contracting authority so requests;

6) information on the studies, professional training and qualifications of the management personnel, as well as of the persons responsible for the performance of the contract according to Annex no. 14;

7) the statement of the average annual number of staff employed and managers over the last 3 years;

8) where applicable, information on the environmental protection measures that the economic operator may apply during the performance of the supply/service contract, in accordance with point 36;

9) information on the machinery, installations, technical equipment available to the economic operator for the proper performance of the supply/service contract according to Annex no. 13;

10) information on the part of the contract which the economic operator may intend to subcontract, in accordance with Annex 15. The copy/copies of the contract/contracts concluded with sub-contractors are also to be attached to Annex No 15.

**33.** The bidder is to have a minimum level of experience to qualify for the contract by demonstrating specific experience of a minimum of 3 years in the delivery/provision of similar

goods/services, as confirmed by the attachment of copies of contracts, invoices and receipt-delivery documents.

**34. The economic** operator is to submit, if requested by the contacting authority, documents and certificates issued by independent bodies attesting that it complies with certain quality assurance standards (ISO 9001), which must refer to quality assurance systems, based on the relevant European standards series, certified by bodies complying with the European standards series on certification, or to relevant international standards, issued by accredited bodies.

**35.** In accordance with the principle of mutual recognition, the contracting authority is obliged to accept equivalent certificates issued by bodies established in the Member States of the European Union. If the economic operator does not hold a quality certificate as required by the contracting authority, the contracting authority is obliged to accept any other certifications submitted by that economic operator, to the extent that they confirm the assurance of an appropriate level of quality.

**36. The economic** operator shall submit documents, certificates, issued by independent bodies, attesting that it complies with certain environmental protection standards, which shall be reported:

1) to the Community Eco-Management and Audit Scheme (EMAS), or;

2) to environmental management standards based on the relevant European or international standards series, certified by bodies complying with Community legislation or with European or international standards on certification.

**37.** In accordance with the principle of mutual recognition, the contracting authority is obliged to accept equivalent certificates issued by bodies established in the Member States of the European Union. If the economic operator does not hold an environmental certificate as required by the contracting authority, the contracting authority is obliged to accept any other certifications submitted by that economic operator, insofar as they confirm that an adequate level of environmental protection is ensured.

**38. Contracting** authorities may use a number of general sustainability criteria for the delivery of goods and the provision of services:

1) Multi-criteria labels: the European label (flower), the Scandinavian label (northern swan) and national labels (such as the German blue angel);

2) Purchasing organic and nutritionally balanced food for schools/grades;

3) Possibilities of recycling/reusing the product after its end of life;

4) Use of reusable containers or packaging for the transport of products;

5) Supply of environmentally friendly and recycled paper (chlorine and fibre free);

6) Restrictions on the use of certain hazardous substances in the composition of the product;

7) Efficient systems for the treatment of waste in air and water in the manufacture of products;

8) Use of environmental management systems and schemes (e.g. EMAS, ISO 14001);

9) Reduction of CO<sub>2</sub> and other gases by decreasing the frequency of delivery and new packaging options;

10) Recycling or re-use of packaging accompanying products;

11) Introduction of specifications for vehicles with the lowest possible CO<sub>2</sub> emissions for the respective category and dimensions, EURO standards for particulate and NO<sub>x</sub> emissions;

12) Encouraging the use of alternative fuel vehicles and electric or hybrid variants;

13) Purchase of vehicles with air conditioning systems with low GWP (global warming potential) coolants;

14) Purchase of equipment/machinery in the highest energy efficiency class;

15) Acquisition of lighting fixtures with a low mercury content;

16) Reducing air pollution in cities (by purchasing buses and cars with low emissions of particulate matter and nitrogen oxides);

17) Acquisition of organic food and direct support for sustainable agriculture;

18) Saving natural resources (by purchasing products made from recycled materials, reducing paper consumption by purchasing, promoting the use of multifunctional devices);

- 19) Procurement of building materials and sustainable sourcing;
- 20) Encouraging the use of recycled materials in construction;
- 21) Supply of products certified as sustainable (Four EU Ecolabels for components);
- 22) Purchase and use of building materials with low environmental impact;
- 23) Services for the landfill of recyclable waste and the waste management system;
- 24) Management of demolition waste;
- 25) Purchasing eco-cleaning services using products that meet the requirements of eco-labels;
- 26) Purchasing catering services with organic (bio) food, indicating the percentage of organic food;
- 27) Use of an environmental management system (EMS) for catering services;
- 28) Use of non-chemical methods that respect the environment;
- 29) Purchasing green electricity;
- 30) Imposing extended product lifetimes and a warranty on spare parts;
- 31) and others.

**39.** In the case of an association, the requirements required to fulfil the qualification and selection criteria relating to the economic and financial situation or the technical and professional capacities may be met by cumulation proportionate to the tasks of each member.

**40.** As regards the turnover criteria, in the case of an association, the average annual turnover taken into account shall be the overall value, resulting from the sum of the average annual turnovers of each member of the association.

**41.** As regards experience, in order to qualify in accordance with the requirements laid down, associations must demonstrate experience commensurate with the tasks of each member.

**42.** The economic and financial capacity as well as the technical and/or professional capacity of the bidder /candidate may also be supported, for the performance of a contract, by another person, regardless of the nature of the legal relationship between the bidder /candidate and that person.

**43.** If the bidder /candidate demonstrates his economic and financial capacity as well as his technical and/or professional capacity by relying also on the support provided, in accordance with point 42, by another person, he has the obligation to prove his support by presenting in writing a firm commitment of that person, made in an authentic form (according to Annexes No 16 and No 18) and the statements of the financial supporter and the technical and professional supporter (Annexes No 17, No 19 and No 20), by which that person confirms that he makes available to the bidder /candidate the financial resources as well as the technical and professional resources invoked. The submission of the undertaking shall be made at the request of the contracting authority once it has been declared in the EAD. The person providing financial, technical and professional support must meet the relevant selection criteria and must not be in any of the situations referred to in points 22 and 23 which lead to exclusion from the award procedure.

## **Section 3**

### **Preparation/Development of tenders**

**44.** The contracting authority in the tender specifications describes the supply conditions/requirements:

**a) *electricity***, in accordance with Law No 174/2017 on energy and the regulatory acts adopted by the Administrative Board of the National Energy Regulatory Agency (hereinafter – ANRE), for example: Regulation on the supply of electricity, approved by ANRE Decision No 23/2017, Regulation on the connection to electricity networks and the provision of electricity transmission and distribution services, approved by ANRE Decision No 168/2019, Methodology

for calculating, approving and applying regulated tariffs for ancillary services provided by electricity system operators, approved by ANRE Decision No 269/2018, Instruction on the calculation of active and reactive electricity losses in network elements on the consumer balance, approved by ANRE Decision No 246/2007, Instruction on the calculation of technological electricity consumption in distribution networks, depending on the value of the power factor in use facilities, approved by ANRE Decision No 89/2003, etc.

**b) *natural gas*** in accordance with Law No 108/2016 on natural gas and Law No 174/2017 on energy and ANRE's regulatory acts, for example: Regulation on the supply of natural gas, approved by ANRE Decision No 113/2019.

**c) *of thermal energy*** in accordance with Law No 92/2014 on thermal energy and the promotion of cogeneration and Law No 174/2017 on energy, and the regulatory acts of ANRE, for example: The Regulation on the supply of thermal energy has been proven by ANRE Decision No 169/2019.

**d) *water supply and sewerage*** in accordance with Law No 303/2013 on the public water supply and sewerage service and secondary legislation, for example: The Framework Regulation on the organisation and functioning of the public water supply and sewerage service, approved by ANRE Decision No 355/2019, or the Regulations on the organisation and functioning of the public water supply and sewerage service approved by first level local public authorities, where they have been drawn up and approved.

**e) *petroleum products for fuelling cars*** according to the complete list of distribution network at country level showing that the bidder has filling stations in the localities indicated in the tender documentation. The fuel is delivered to the fuel station based on the cards issued by the Supplier. The bidder shall offer the contracting authority the possibility to purchase fuel (without payment in cash) by means of value cards at the supplier's filling stations at the level of each of the municipalities mentioned in the tender documentation. Where more than one locality/region is the place of final destination, the procurement contracts shall be awarded by lot for each locality/region. Cards are delivered on the basis of a card application from the contracting authority. The deadline for delivery of the cards to the contracting authority's premises is 5 working days from the date on which the contract enters into force and from the date on which the request for additional cards is sent.

**45.** The contracting authority shall specify in the tender specifications details of the mode of transport, provision, use of the products/services:

**a) *Petroleum products for automotive fuelling***

The supplier shall at all times give the purchaser the opportunity to access on-line information on the detailed situation of all fuel purchases made by each of his vehicles. The possibility for the purchaser to obtain information on the remaining value for each card at any card-based distribution station. The provider manages the list of lost or stolen cards and has the obligation to block/unblock their use within 24 hours of the buyer's request. The supplier is obliged to ensure that the products supplied comply with the minimum pollution standards approved in accordance with national legislation and can be supplied from existing stations in the localities indicated in the tender documentation. The fuels delivered must be of a quality consistent with the standards in force. Part II, Special Conditions of the Contract, and Annex 1 to the Contract, 'Technical Specifications', set out the technical quality conditions and methods for determining the products, based on national or international standards and approvals. The supplier ensures the personalization of the cards on each vehicle (by registration number), the configuration of the card on the fuel type. The Supplier provides ongoing assistance 24 hours a day, 7 days a week, so that, in the event of certain deficiencies in the operation of fuel cards, the Supplier is able to solve the problems arising in the shortest possible time. The supplier shall specify whether all cards are accepted at all PECO stations located in the localities mentioned in the tender documentation. The supplier shall provide the purchaser with instructions for the use of the card. The contracting



authority reserves the right to increase or decrease the number of cards and to supplement or decrease the amount of fuel according to the normative provisions.

***b) for the supply of electricity***

The record of electricity consumption shall be made by means of the Beneficiary's measuring equipment, which shall be responsible for its integrity. Where the measuring equipment is installed within the boundaries of the system operator's property, the system operator shall be responsible for the integrity of the measuring equipment and the seals affixed. The system operator shall ensure, upon request, that the Beneficiary has access to the measuring equipment. In this case, the Beneficiary is entitled to affix its seal to the measuring equipment. Installation, operation, servicing, repair, periodic metrological verification and replacement of the Beneficiary's measuring equipment shall be carried out in accordance with Law No 174/2017 on energy and Law No 107/2016 on electricity, and the expenditure shall be borne by the Beneficiary. The control of the measuring equipment and of the seals affixed to it shall be carried out by the system operator, as necessary, and only in the presence of the Beneficiary's representative. The reading of the indices of the measuring equipment for the purpose of billing the electricity consumed by the Beneficiary shall be carried out by the monthly system operator. The staff of the system operator and the system user shall have the right to determine, by mutual agreement, the time during which the activities for reading the indexes of the measuring equipment shall be carried out. The quantity of electricity supplied to the Beneficiary shall be determined on the basis of the indices of the measuring equipment, read at each place of consumption, or, in the cases provided for in the Regulation for the supply of electricity, shall be calculated by estimation. In the event of damage to the measuring equipment or if it is found that the Beneficiary has breached the provisions of the Law on electricity, which led to the consumption of electricity by avoiding the measuring equipment, by distorting the indications of the measuring equipment or other modes of consumption not recorded by the measuring equipment, the value of the electricity consumed shall be calculated in accordance with the provisions of the Regulation for the supply of electricity. The value of electricity losses in power transformers and power lines belonging to the Beneficiary is calculated on the basis of the Instruction on the calculation of active and reactive electricity losses in network elements at the consumer's balance, approved by ANRE Decision no. 246/2007.

**46.** The contracting authority shall specify in the tender specifications the method of calculating the cost/price of the good/service, by reference to the relevant regulatory acts.

***a) Petroleum products for automotive fuelling***

The price of one litre of fuel tendered will be the one displayed at the refuelling stations of the bidder with the application of the discount tendered.

The supplier shall provide the contracting authority with the possibility to set individual value limits for each card, including amending them upwards or downwards. The unit price offered is the average price calculated by the bidder using the prices displayed on the information panels in all stations in the locality/region indicated in the tender documentation, within 15 days until the date of publication of the contract notice in the Public Procurement Bulletin, to which a discount is applied.

The unit price shall be calculated according to the following formula:

$$P_u = \frac{(M_1 + M_2 + \dots + M_{15})}{15} - D\%$$

Where,

$P_u$  – is the unit price tendered;

$M_1$ – represents the average of the prices displayed at **all stations in the locality/region specified in point 1** for the first day;

M<sub>2</sub>– represents the average of the prices displayed at **all stations in the locality/region specified in point 1** for the following day;

M<sub>15</sub>– represents the average of the prices displayed at **all stations in the locality/region specified in point 1** for the fifteenth day;

D% –represents the discount applied.

The discount is expressly specified in the offer and subsequently in Annex no. 2 to the contract, remaining unchanged throughout its validity period. The financial proposal must be accompanied by supporting documents on the prices presented (tax voucher). The supplier invoices the value of the products at the end of each month, for the consumption made, according to a centralization with the quantity fueled on each individual vehicle. The consumption invoice recorded on each card shall be accompanied by a consumption report containing detailed information on the transactions carried out on each card and car, location, date, fuel time, fuel type and, where applicable, card subtotal and overall fuel total after each transaction.

In the case of the procurement of petroleum products for the supply of motor vehicles, in accordance with Article 26 of Law No 131/2015 on public procurement, the best price-quality ratio criterion shall be applied, of which the price evaluation factor shall constitute at least 60%, and the remaining factors shall be at the decision of the contracting authority (e.g.: discount, location of PECO stations, etc.).

In the remaining cases related to the purchase of liquid and/or gaseous fuels in bulk, oils, etc., the general principle of purchasing goods is used.

#### ***b) of electricity***

Technological electricity consumption, caused by the power factor in the Beneficiary's electrical installations, shall be invoiced only if the power factor  $\cos \varphi$ , calculated at the cut-off point, is less than \_\_\_\_\_ (0.92 for the use installation connected to the voltage 0,4 kV and 0,87 to the voltage 10(6) kV). The amount of technological electricity consumption caused by the power factor in the Beneficiary's electrical installations is calculated on the basis of the Instruction on the calculation of technological electricity consumption in distribution networks, based on the value of the power factor in the installations of use, approved by Decision No 89 of the Management Board of the Agency of 13/2003. If the supplier calculates the price based on the ANRE tariff minus – discount, the method of calculating the price shall be indicated in the special conditions of the contract and also the cases of its modification shall be indicated. The decrease and/or increase in the price and value of the contract is carried out by an additional agreement to the contract.

**47. The economic** operator interested in participating in the public procurement procedure is obliged to submit, by the expiry of the deadline set by the contracting authority, a request to participate in this respect, in case of application of the provisions of Article 33(7) and (11) of Law No 131/2015. In other cases, it shall be submitted with the tender.

**48.** The tender shall include the following forms:

1) Technical proposal - the bidder draws up the technical proposal in such a way that it fully complies with the qualification requirements as well as the requirements laid down in the tender specifications. The technical proposal contains technical specifications (Annex 22);

2) The financial proposal - the bidder draws up the financial proposal in such a way that it provides all the required information on prices, tariffs and other financial and commercial conditions related to the subject-matter of the public supply and service contract. The financial proposal contains - Price specifications (Annex 23);

3) the APRC;

4) Tender guarantee, if applicable (Annex no.9).

**49.** All documents referred to in point 48 shall be completed without any modification or deviation from the forms, empty spaces being filled in with the required information. Inadequate completion of the forms leads to rejection of the tender.

**50.** Economic operators shall prepare tenders in accordance with the requirements laid down in the contract notice, published by the contracting authority in the Public Procurement Bulletin, and shall submit tenders electronically, using the interactive workflows provided by the electronic platforms, except in the cases provided for in Article 33(7) and (11) of Law No 131/2015 on public procurement.

**51.** The bidder shall lodge the tender guarantee in accordance with Law No 131/2015 on public procurement.

**52.** In the case of an association, the tender guarantee shall be submitted by the leader of the association.

**53.** The bidder has the obligation, by submitting the declaration on the validity of the tender (Annex no. 8), to keep the tender valid throughout the period of validity stipulated in the tender documentation. The time limit for the validity of the tender shall start to run from the moment of the deadline for the submission of tenders. Any tender valid for a period shorter than that set out in Annex 2 shall be rejected by the Working Party as being unsuitable.

**54.** In the event of an extension of the period of validity of the tender, the period of validity of the tender guarantee shall be extended accordingly.

**55.** The bidder must inform the contracting authority whether or not it agrees to the extension of the period of validity of the tender. A bidder who does not agree to the extension of the period of validity of the tender shall be deemed to have withdrawn his tender without this entailing the loss of the tender guarantee.

**56.** Tenders with a guarantee period shorter than the period of validity of the tenders set out in Annex 2 shall be rejected by the working party or, where appropriate, the certified procurement specialist.

**57.** The contracting authority shall set the maximum period of delivery/supply of the goods/services in Annex 2.

**58.** Prices for the goods/services requested shall be indicated in MDL, with two digits after the decimal point, unless otherwise specified in Annex 2.

## **Section 4**

### **Submission and opening of tenders**

**59.** The written offer signed electronically by the company administrator indicated in the State Register of Legal Entities Excerpt or by the authorized person both in case of delegation or empowerment of the person, shall be annexed to the offer and submitted in accordance with the requirements set out in Annex 2 in accordance with the existing instruments in the RSAP SIA, except for the cases provided for in Article 33(7) and (11) of Law No 131/2015 on public procurement.

**60.** The bidder must take all measures to ensure that the tender is received and registered in SIA RSAP by the closing date for the submission of tenders, taking into account the time needed to upload the tender into the system. Where tenders are submitted on paper, the contracting authority must issue to the economic operator a receipt indicating the date and time of receipt of the tender.

**61.** The supporting documents in support of the information declared in the ESAPD, containing personal data, shall be submitted separately, on paper or in scanned form, with the application of the electronic signature, using electronic means of communication or other means at the stage of evaluation of tenders, at the request of the contracting authority.

**62.** SIA RSAP shall not accept tenders submitted after the closing date for submission of tenders.

**63.** In the cases provided for in Article 33(7) and (11) of Law No 131/2015 on public procurement, tenders submitted after the deadline for opening tenders shall be registered by the contracting authority and returned to the bidder without being opened.

**64.** In the case of an association under paragraph 15, each of them assumes the obligation for the joint tender and is liable for any consequences of the future public procurement contract. The information on the association shall be provided in Annex 11.

**65.** The bidder shall be entitled to submit only one basic tender. Associated bidders shall not be entitled to submit individual tenders in addition to the joint tender. Alternative tenders shall be submitted only if the contracting authority has explicitly stated in the contract notice that it allows or requires the submission of alternative tenders.

**66. Legal** persons nominated as subcontractors in one or more tenders shall not be entitled to submit the tender in their own name or in association.

**67.** The bidder shall have the right to amend or withdraw the tender before the expiry of the time limit for the submission of tenders, without losing the right to withdraw the tender guarantee.

## **Section 5**

### **Evaluation and comparison of tenders**

**68.** Where tenders contain technical, commercial or intellectual property protection secrets, the contracting authority shall ensure that the content of the tender and any information relating to the bidder are kept confidential and shall also ensure that the economic operator has the right not to make such data public by applying Article 33(7) and (11) of Law No 131/2015 on public procurement, but the application of this Article shall relate only to the part containing the data listed above.

**69.** The examination of the documents by the contracting authority shall be carried out on the basis of the information submitted by the economic operators in the EAD, and in accordance with the requirements laid down in the contract notice stating that:

1) is eligible to participate in public procurement procedures and there are no grounds for exclusion from public procurement procedures for the award of the public procurement contract;

2) meets the criteria relating to the economic and financial situation and/or the technical and professional capacity established by the contracting authority in the contract notice or in the tender documentation.

3) undertakes to ensure and comply with quality assurance standards and environmental protection standards.

**70.** The APAD of economic operators shall be verified, as appropriate, directly by the contracting authority through automated procedures carried out in SIA RSAP, by accessing a database of public authorities or third parties in the Republic of Moldova, and when necessary in other states.

**71.** If the evaluation establishes discrepancies between the information submitted by the economic operator in the EAD and the requirements established by the contracting authority, the

economic operator shall be disqualified, leading to the rejection of the tender, being established as unacceptable and non-compliant, and the documents of the next bidder /candidate shall be examined.

**72.** The economic operator whose information presented in the EAD corresponds to the requirements/conditions specified by the contracting authority in the notice/invitation to participate shall submit the supporting documents upon request and without delay.

**73.** The bidder ranked first after the application of the award criterion shall submit supporting documents demonstrating that it fully complies with the requirements of the qualification and selection criteria, in accordance with the information contained in the APAD, except for multi-stage procedures, where supporting documents are requested before the second stage invitations are sent to the selected candidates.

**74.** Tenders shall be examined by the working group set up by the contracting authority or, where appropriate, the certified specialist in public procurement.

**75.** The working group or, where appropriate, the certified public procurement specialist shall determine the clarifications necessary for the evaluation of each tender and the period allowed for the submission of the clarifications.

**76.** In the case of a tender having an abnormally low price in relation to the estimated price of the procurement, the contracting authority is required to carry out checks on the calculation of the price elements and also to verify certain elements of the financial proposal established as abnormally low price and the bidder's compliance with the technical requirements indicated in the tender specifications, and to request in writing, also before taking a decision rejecting that tender, details and clarifications which it considers relevant to the tender, and to verify the replies justifying that price.

**77.** The working party or, where applicable, the certified procurement specialist shall reject the tender in any of the following cases:

- 1) the bidder does not meet the qualification and selection requirements;
- 2) the tender does not comply with the requirements set out in the tender documentation for the preparation and submission of tenders;
- 3) the bidder does not submit the requested clarifications within the set period;
- 4) the financial offer does not have a fixed price;
- 5) the bidder amends, through the clarifications it submits, the content of the technical proposal and/or the financial proposal, unless the change is due to the correction of arithmetic errors or minor deviations;
- 6) the tender is abnormally low according to art. 70 of Law no. 131/2015 on public procurement;
- 7) when the explanations submitted by the bidder, at the request of the contracting authority, are not conclusive and/or are not supported by the supporting documents required by the working group or, as the case may be, the certified specialist in the field of public procurement;
- 8) corruption acts, acts related to corruption acts or corruptible acts confirmed by final judgment of the court were found to have been committed.

**78.** If the tender, including the forms accompanying it, does not meet the requirements set out in the invitation/contract notice, including the tender documentation, or if it is not completed, electronically signed and, where appropriate, duly signed and stamped, it shall be rejected by the contracting authority and may not be rectified in order to meet the requirements by correcting or extracting deviations or inappropriate reservations, with the exception of correcting arithmetic errors or minor deviations.

**79.** The contracting authority may, at its discretion, ask any of the bidders for clarification of their tender in order to facilitate the examination, evaluation and comparison of tenders. No changes in the prices or content of the tender shall be required or allowed, except for the correction of arithmetic errors discovered by the contracting authority during the evaluation of tenders.

**80.** The arithmetic errors shall be corrected as follows: if there is a discrepancy between the price for a unit of measurement and the total price (which is obtained by multiplying the price by the total quantity), the price per unit is taken into account and the total price is corrected accordingly.

**81.** The working group, where appropriate, the certified public procurement specialist shall be entitled to correct arithmetic errors only with the acceptance of the bidder. If the bidder does not accept the correction of these errors, its tender is considered to be inadequate and is therefore rejected by the working party.

**82.** The economic operator is obliged to respond to the contracting authority's request for clarification within a maximum of 3 working days or, if the procedure used is the request for price offers, within a maximum of one working day from the date of its dispatch, and if the bidder does not supplement, clarify or complete the information or documents requested by the contracting authority within the time limits set by the contracting authority, the tender shall be rejected and the following tender shall be selected according to the ranking among the remaining tenders in force.

**83.** A tender that meets all the terms, conditions and specifications of the tender documents, without any material deviations or minor deviations, errors or omissions that can be removed without affecting its essence, shall be deemed to comply.

**84.** The contracting authority shall disqualify a bidder who submits documents containing false information for the purpose of the qualification, or who confuses or makes false representations in order to demonstrate its compliance with the qualification requirements. Where this is proven, the contracting authority shall declare the bidder concerned ineligible for subsequent participation in public procurement contracts, following its inclusion in the Prohibition List of Economic Operators.

**85.** The contracting authority shall require bidders to demonstrate the power of attorney to conclude public procurement contracts and the composition of the founders, associations, shareholders, managers and beneficial owners.

**86.** The successful bidder /associated bidder is obliged to complete and submit the declaration on beneficial owners in accordance with Order No 145/2020 of the Minister for Finance approving the Declaration on confirming the identity of beneficial owners and not placing them in the situation of conviction for participation in activities of a criminal organisation or group, corruption, fraud and/or money laundering.

## **Section 6**

### **Award of the contract**

**87.** The contracting authority shall cancel the procedure for awarding the public procurement contract in accordance with Article 71 of Law No 131/2015 on public procurement.

**88.** The cancellation decision does not create any obligation on the contracting authority vis-à-vis bidders, except for the return of the tender guarantee. The decision to cancel the award procedure shall be sent to the Public Procurement Agency no later than the date of information on

the results of the award procedure provided for in Article 31(1) of Law No 131/2015 on public procurement.

**89.** If the application of the procedure for the award of the public contract is cancelled, the contracting authority has the obligation to communicate in writing to all participants in the public procurement procedure, no later than 3 days after the date of cancellation of the procedure, both the termination of the obligations they have created by submitting tenders and the reason for the cancellation.

**90.** The report on the cancellation of the public procurement procedure shall be drawn up by the contracting authority and published in the Public Procurement Bulletin no later than the date of issue of the decision cancelling the public procurement procedure.

**91.** At the time of conclusion of the contract, but no later than the expiry date of the tender guarantee, as the case may be, the successful bidder shall provide the performance guarantee, in accordance with the requirements laid down in Article 68 of Law No 131/2015 on public procurement.

**92.** The performance guarantee of the contract, if the parties agree, shall consist of:

- 1) successive deductions from the payment due for the tax invoices submitted, with the transfer of the respective amount to a special account opened by the economic operator, made available to the contracting authority, at a licensed bank, agreed by both parties;
- 2) successive direct deductions from the payment due for the tax invoices submitted;
- 3) transfer to the account of the contracting authority;
- 4) form of bank guarantee from a licensed institution (Annex 10).

**93.** The refusal of the successful bidder to lodge the performance guarantee or to sign the contract shall constitute grounds for cancelling the award of the contract and the retention of the tender guarantee. In this case, the contracting authority may award the contract to the next highest ranked bidder, whose tender complies with the requirements and which is assessed by the contracting authority to be qualified in the performance of the contract. At the same time, the contracting authority has the right to reject all other tenders.

**94.** Upon expiry of the standstill period or, as the case may be, after resolving any complaints, or monitoring the compliance of public procurement procedures by the Public Procurement Agency, the contracting authority shall conclude the public procurement contract, in accordance with the terms and conditions indicated in the tender documentation.

**95.** At the time of conclusion of the public supply/service contract, it shall be prohibited to modify elements of the successful tender, to impose new requirements on the successful bidder or to involve any bidder other than the one who submitted the most advantageous tender.

**96.** The contract for which the financial sources are allocated from the state/local budget must be registered with one of the regional treasuries of the Ministry of Finance and enters into force on the date of registration or at another later date stipulated by it after registration with one of the regional treasuries of the Ministry of Finance.

**97.** The contracting authority uses the model contract (Annex 24) of this standard documentation, including for subsequent contracts concluded under the framework agreement (Annex 26), for low value contracts, for contracts following the procedure by requesting price offers, as well as for contracts following negotiated procedures. The contract may be concluded between one or more contracting authorities and one or more economic operators, which has as its object the supply of goods/services.

**98.** The contract is composed of two parts: Part I, the general one that is mandatory, and which does not change, except for public procurement contracts that do not fall under Law No 131/2015 on public procurement, and Part II, which concerns the special conditions of the contract that are completed only when necessary, where the contracting authority has the right to establish special

conditions/requirements depending on the subject of the procurement, the complexity of the procedure, both to establish the conditions of payment (especially when purchasing fuel, electricity, gas, water and sewerage, sanitation, electronic communications services, etc.), and to establish the conditions of advance payment. In the case of procurement of services in the field of energy and water supply and sewerage, the public procurement contract contains the mandatory clauses established by sectoral laws and regulatory normative acts approved by ANRE. At the same time, the mandatory provisions established by its decisions, which are not found in the general part I of the contract, are indicated in part II related to the special conditions of the contract.

**99.** The terms of commitments in public procurement contracts by the budgetary authorities/institutions shall be established in accordance with Article 66 of Law No 181/2015 on public finances and budgetary-fiscal responsibility.

**100.** In the case of audit services, the contracting authority shall indicate in Part II relating to the special conditions of the contract the rights/obligations of the Beneficiary and the rights/obligations of the Provider, in accordance with Order No 160/2020 of the Minister for Finance approving the Regulation on internal audit activity on a contractual basis in the public sector.

**101.** Draft contracts deviating from Annex 24 drawn up by the supplier shall not be accepted in public procurement, except in cases where the services are provided outside the country and are concluded in accordance with the local legal framework (e.g.: training services, hotel services, etc.).

**102.** Any economic operator who considers that, in the context of procurement procedures, the contracting authority, by its decision or by the procurement procedure applied in breach of the law, has infringed a right of its own recognised by law, as a result of which it has suffered or may suffer damage, shall have the right to challenge the decision or the procedure applied by the contracting authority, in the manner established by Law No 131/2015 on public procurement.

**103.** Complaints shall be submitted directly to the National Agency for the Resolution of Complaints. All complaints shall be submitted, examined and resolved in the manner laid down in Law No 131/2015 on public procurement.

**104.** The economic operator, in accordance with Article 83 of Law No 131/2015 on public procurement, shall be entitled, within a period of up to 5 days, or 10 days from the date on which it learned of the circumstances on which the complaint was based, to submit to the National Agency for the Resolution of Complaints a reasoned challenge to the actions, decision or procedure applied by the contracting authority.

**105.** Complaints concerning tender notices and tender documentation shall be submitted within the time limits indicated in point 104, but no later than the opening of tenders by the contracting authority.

**106.** Each bidder participating, individually or as an associate, in the procedure for the award of the public supply/service contract shall submit the annexes provided for in this documentation, duly completed and signed by the authorised persons, in accordance with the requirements set out in Annex 2.



## REQUEST FOR PARTICIPATION

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

**Dear Sirs,**

Following the notice/invitation to tender/pre-selection published in the Public Procurement Bulletin and/or the Official Journal of the European Union, No . . . . of . . . . . (day/month/year), on the application of the procedure for the award of the contract . . . . . (name of the public contract), new . . . . . (name of bidder /candidate), we are aware of the conditions and requirements set out in the tender documentation and hereby express our interest in participating, as bidder /candidate, without objecting to the tender documentation.

Date of completion . . . . . Regards,

Bidder /candidate

.....

(authorised signature)

**STATEMENT  
on the validity of the tender**

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

**Dear Sirs,**

We undertake to keep our tender valid for the purchase of

\_\_\_\_\_ (indicate the subject of the  
purchase)

**by procurement procedure** \_\_\_\_\_,

(type of procurement procedure)

for a duration of \_\_\_\_\_ days (length in words and numbers), i.e. until

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

Date of completion ..... Regards,

Bidder /candidate

.....

(authorised signature)

**BANK**

\_\_\_\_\_  
(Name)

**BANK GUARANTEE LETTER**

for participation with a tender in the procedure for the award of the public contract

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

with regard to the contract award procedure

\_\_\_\_\_  
(name of the public procurement contract)  
the

undersigned \_\_\_\_\_,  
(name of the bank)

Registered on \_\_\_\_\_,  
(address of the bank)

undertakes to \_\_\_\_\_  
(name of contracting authority)

we pay the amount of \_\_\_\_\_ on his first written request  
and (amount in words and figures)

without the contracting authority being required to give reasons for its request, provided that the contracting authority states in its request that the amount demanded by it and owed to it is due to the existence of one or more of the following situations:

1. Bidder \_\_\_\_\_  
(name of bidder )  
withdraws or amends its tender during its period of validity;  
This tender shall remain valid for the period of time specified in Annex 2 Participation Notice from the closing date for submission of the tender, in accordance with Annex 2 Participation Notice, and shall remain binding and may be accepted at any time until the expiry of this period;
2. With his tender selected as the winner, bidder \_\_\_\_\_  
(name of bidder )  
did not provide a performance guarantee;
3. With his tender selected as the winner, bidder \_\_\_\_\_  
(name of bidder )  
refused to sign the public supply/service contract;

No conditions specified in the tender documentation shall be fulfilled before the signature of the public supply/service contract.

This guarantee is valid until \_\_\_\_\_

Stamped by the Bank

\_\_\_\_\_  
(authorised signature)

*[The commercial bank, at the request of the successful bidder, will complete this form on a letterhead in accordance with the instructions below.]*

Date: “ \_\_\_\_ ” \_\_\_\_\_ 20\_\_

Procurement procedure No: \_\_\_\_\_

**Bank Office:** \_\_\_\_\_  
*[insert full name of guarantor]*

**Beneficiary:** \_\_\_\_\_  
*[insert full name of contracting authority]*

## **PERFORMANCE GUARANTEE**

**No.** \_\_\_\_\_

We *[insert legal name and address of the bank]* have been informed that the firm *[insert full name of the Supplier]* (hereinafter referred to as “the Supplier”) has been awarded the public supply contract \_\_\_\_\_ *[the subject matter of the purchase, describe the goods/services]* in accordance with the notice/invitation to tender No of \_\_\_\_\_. 20\_ *[number and date of the procurement procedure]* (hereinafter referred to as ‘the Contract’).

Therefore, we understand that the Supplier/Supplier must submit a Performance Guarantee in accordance with the provisions of the tender documentation.

Upon request of Vendor/Supplier, we hereby irrevocably undertake to pay you any amount(s) not exceeding *[insert amount(s) in figures and words]* upon receipt of your first written request, whereby you declare that Vendor/Supplier does not fulfil one or more obligations under the Contract, without discussion or clarification and without the need to demonstrate or show the grounds or reasons for your request. Or for the amount indicated in it.

This Guarantee will expire no later than *[insert number]* on *[insert month]**[insert year]* and any payment request related to it must be received by us at the Office up to and including this date.

*[signatures of authorised representatives of the Bank and of the Provider/Supplier]*

## ASSOCIATION INFORMATION

### 1. Contracting parties (economic agents)

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

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

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

### 3. Information on how to associate:

- a) Date of conclusion of the contract of association \_\_\_\_\_
- b) Place and date of registration of the association \_\_\_\_\_

c) Economic activities to be carried out jointly

d) Contribution of each Party to the achievement of the agreed joint economic activities

e) Value and percentage share of goods delivered / services provided by each associate

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

g) How to share the results of the joint economic activity

h) Causes for terminating the association and how to share the results of the liquidation \_\_\_\_\_

i) Physical, value and percentage distribution between each associate for the execution of the objective subject to tender of the country \_\_\_\_\_

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

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

Signed Association Leader: \_\_\_\_\_

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

Position within the firm: \_\_\_\_\_

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

Signed Second Associate: \_\_\_\_\_

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

Position within the firm: \_\_\_\_\_

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

Annex 12  
the Standard Documentation  
Order of the Minister of Finance  
No 115 of 15 September 2021

**DECLARATION**  
**on the list of the main deliveries/supplies made in the last 3 years of activity**

<b>No d/o</b>	<b>Subject matter of the contract</b>	<b>Name/ name of beneficiary/ address</b>	<b>Quality of Supplier<sup>*)</sup></b>	<b>Contract price/value of goods/services delivered/provi ded</b>	<b>Delivery/deli very period (months)</b>
<b>1</b>					
<b>2</b>					
<b>...</b>					

<sup>\*)</sup> Specify the capacity in which he participated in the performance of the contract, which may be: sole contractor or leader of the association; Associated contractor; subcontractor.

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

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

Position within the firm: \_\_\_\_\_

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

**STATEMENT**  
**on the specific equipment, machinery and equipment necessary for the proper**  
**performance of the contract**

<b>No. d/o</b>	<b>Name of the main machinery, equipment, means of transport, production bases (workshops, warehouses, accommodation) and laboratories proposed by the bidder as necessary for the provision of the services, resulting from the technologies he is to adopt</b>	<b>Unit of measure ment (pieces and sets)</b>	<b>Provided by endowme nt</b>	<b>Insured from third parties or other sources</b>
<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1.				
2.				
3.				
.				
n				

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

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

Position within the firm: \_\_\_\_\_

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

**STATEMENT**  
**on the specialised staff proposed for the implementation of the contract**

<b>No. d/o</b>	<b>Function</b>	<b>Specialised studies</b>	<b>Seniority in specialized work (years)</b>	<b>Number and name of similar goods/services delivered/provided as leader</b>	<b>Number of certificate of attestation and date of issue</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	

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

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

Position within the firm: \_\_\_\_\_

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



**LIST OF SUBCONTRACTORS  
AND THE PART(S) OF THE CONTRACT WHICH ARE  
FULFILLED BY THEM**

<b>No d/o</b>	<b>Name and address of subcontractors</b>	<b>Contract activities</b>	<b>Approximate value</b>	<b>% of contract value</b>
1.				
2.				
3.				
4.				

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

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

Position within the firm: \_\_\_\_\_

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

### THIRD PARTY FINANCIAL SUPPORT

#### Financial Supporting Third Party

.....(name)

#### COMMITMENT

on the financial support of the bidder /candidate

To,.....

.....  
(name of contracting authority and full address)

On the procedure for awarding the contract

.....  
(name of the public procurement contract), we

..... (address of the financial supporter), we  
firmly, unconditionally and irrevocably undertake to provide

..... (name of bidder /candidate) all the financial resources necessary for  
the full and timely fulfilment of all the obligations assumed by the bidder in accordance with  
the tender submitted and the public procurement contract to be concluded between the bidder  
and the contracting authority.

The provision of financial support does not entail any costs for the acquirer other than those  
included in the financial proposal.

In this respect, we firmly, unconditionally and irrevocably undertake to make available to

.....(the name of the bidder /candidate) the amount of

.....(the total/partial amount of the financial proposal)  
necessary for the full, regular and timely performance of the public procurement contract.

We,

..... (name of the financial third party), we declare that we understand to be liable to the  
contracting authority for non-performance of any obligation entered into by ..... (name of  
bidder), on the basis of the public contract and for which

.....  
(name of bidder /candidate) has received financial support under this commitment, thereby  
definitively and irrevocably renouncing the claim for divisional benefit.

We, ..... (name of the financial third party),  
we declare that we agree to definitively and irrevocably waive the right to invoke any  
exception to non-performance, both vis-à-vis the contracting authority and vis-à-vis .....  
(name of bidder /candidate), which could lead to partial or total non-performance or to late or  
improper performance of our obligations under this undertaking.

We, ..... (name  
of the financial supporting third party), we declare that we understand to be liable for damage

caused to the contracting authority as a result of non-compliance with the obligations set out in the commitment.

This is our firm commitment in accordance with Article 21(6) of Law No 131/2015 on public procurement, which entitles the contracting authority to legitimately require that we fulfil certain obligations arising from the financial support granted to

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

..... (name of bidder / candidate).

Date of completion,

.....

Supporting third party,

.....

(authorised signature)

### THIRD PARTY FINANCIAL SUPPORTING DECLARATION

Financial Supporting Third Party

.....  
(Name)

#### Statement

I, the undersigned, authorised representative of  
..... (name of  
*the third party financial supporter*), I declare on my honour, under the penalties applicable to  
the act of forgery in public documents, that all the financial resources necessary for the full and  
timely fulfilment of all the obligations of the public procurement  
contract.....  
.....  
.....  
.....

I also declare that we will make these resources available unconditionally, depending on the  
needs that will arise during the performance of the public procurement contract relating  
to.....(subject *matter of the contract*).

Date of completion,  
(authorised *signature*)

Supporting third party,

**COMMITMENT ON THE TECHNICAL AND PROFESSIONAL SUPPORT  
OF THE BIDDER /GROUP OF ECONOMIC OPERATORS**

.....  
(Name)

**COMMITMENT  
on technical and professional support  
of the bidder /candidate**

To,.....

.....  
(name of contracting authority and full address)

On the procedure for the award of the contract  
..... (name of the public  
procurement contract), we ..... (name of the technical and professional third party), with  
its registered office at ..... (address of the technical and professional supporter), we  
firmly, unconditionally and irrevocably undertake to make  
available.....

..... (name of bidder ) all the  
technical and professional resources necessary for the full and timely fulfilment of all the  
obligations assumed by the bidder , in accordance with the tender submitted and the public  
procurement contract to be concluded between the bidder and the contracting authority.

The provision of technical and professional support does not entail any costs for the acquirer  
other than those included in the financial proposal.

In this respect, we firmly, unconditionally and irrevocably undertake to make available

..... (name of bidder /candidate)  
the technical and/or professional resources of .....

We, ..... (name of the technical and  
professional third party), we declare that we agree to be unconditionally liable to the  
contracting authority for failure to fulfil any obligation entered into by

.....  
(name of the bidder /candidate), on the basis of the public contract, and for which

..... (name of the operator/candidate) has received  
technical and professional support in accordance with this commitment, thereby definitively  
and irrevocably renouncing the claim for divisional benefit.

We, ..... (name of the technical and professional  
third party), we declare that we agree to definitively and irrevocably waive the right to invoke  
any exception to non-performance, both vis-à-vis the contracting authority and vis-à-vis

.....  
..... (biddername), which could lead to partial or total non-performance or to late or improper performance of our obligations under this commitment.

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

This is our firm commitment under Article 22(6) of Law No 131/2015 on public procurement, which entitles the contracting authority to legitimately require that we fulfil certain obligations arising from the technical and professional support provided to

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

..... (name of bidder /candidate).

Date of completion,

.....

Supporting third party,

.....

(authorised signature)

## TECHNICAL SUPPORTING THIRD PARTY DECLARATION

Third party technical supporter

.....  
(Name)

### Statement

I, the undersigned, authorised representative of

..... (name of  
*the third party technical supporter*), I declare on my honour, under the penalties applicable to  
the act of forgery in public documents, that the data set out in the annexed table relating to  
the logistics, machinery, installations, technical equipment at my disposal and actually to be  
used for the performance of the public procurement  
contract.....  
.....  
.....  
.....  
.....

I also declare that we will make these resources available unconditionally, depending on the  
needs that will arise during the performance of the public procurement contract relating  
to.....(subject *matter of the contract*).

### LIST

relating to logistics, machinery, installations and technical equipment which are being  
equipped and are actually to be used for the performance of the public contract

No. crt	Name of machine/equipment/installation	Amount of U.M.	Holding form	
			Property	Renting

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

Date of completion,  
party,

Supporting third

(authorised signature)

## PROFESSIONAL THIRD PARTY SUPPORTER DECLARATION

### Third-party professional supporter

.....  
(Name)

### Statement

I, the undersigned, authorised representative of .....(name of the third party professional supporter), hereby declare on my honour, under the penalties applicable to forgery of public documents, that the data set out in the annexed table concerning the average annual number of specialised staff employed to be actually allocated for the performance of the public procurement contract.....

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

### LIST

on the professional staff employed to be effective  
allocated for the fulfilment of the public contract

	Year 1	Year 2	Year 3
Specialist staff			
.....			
.....			
.....			

I attach to the declaration the CVs of the specialist staff as well as of the staff that will actually be allocated to the performance of the public procurement contract.

I, the undersigned, declare that the information provided, relating to previous experience, technical capabilities and professional staff employed, is complete and correct in every detail and I understand that the contracting authority has the right to request, for the purpose of verifying and confirming the declarations, statements and documents accompanying the tender, any additional information for the purpose of verifying the data contained in this declaration.

I, the undersigned, hereby authorise any institution, company, bank or other legal person to provide information to the authorised representatives of .....



..... (name and address  
of the contracting authority) on any technical and financial matter relating to our business.

This statement is annexed to the "Strong Commitment" to our technical and  
professional  
support.....

.....(name of the bidder /candidate).

Date of completion,

Supporting third party,

(authorised signature)

## **Tender Specifications Goods**

Object: **Procurement of the vaccine against meningococcal infection caused by Neisseria meningitidis serogroup B, for the year 2026**

(Name)

Contracting authority: **Center for Centralized Public Procurement in Health**

(Name)

**1. Assets requested:**

See point 8 of the Participation Notice;

**2. Mandatory documents when submitting the tender (qualification criteria and requirements of economic operators):**

See point 16 of the Participation Notice;

**3. Terms and conditions of delivery requested:**

See point 12 of the Participation Notice;

**4. Method and conditions of payment**

See the model of the public procurement contract attached by SIA "RSAP" to the respective public procurement procedure.

**5. Presentation of contracts**

**The signed contracts (including the related performance guarantees) will be submitted by the economic operators designated as winners, within 10 calendar days from the date of remission of the contracts for signature by the contracting authority. Failure to provide the performance guarantee within the time limit shall constitute grounds for disqualification and forfeiture of the guarantee for the tender.**

Date: 13.08.2025

**Note:** *This template of the tender specifications is indicative and may be supplemented, amended, specified by the contracting authority, depending on the type and specificity of the goods/services. The contracting authority is bound by the legislation.*

**Head of the working group:**

*/electronically signed/*

**Gheorghe GORCEAG**