



# ANNEX 44

Undertaking by third-party financial  
supporting entity

**Undertaking by third-party financial supporting entity**

**(Not Applicable)**

**Third-party financial supporting entity  
UNDERTAKING  
to provide financial support to the tenderer/candidate**

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

With reference to the procedure for the award of the contract..... *(name of public procurement contract)*, we .....*(name of third-party financial supporting entity)*, with registered office at ..... *(address of third-party financial supporting entity)*, firmly, unconditionally and irrevocably undertake to make available to ..... *(name of tenderer/candidate)* all the financial resources necessary for the full and timely fulfillment of all the obligations undertaken by it under the tender submitted and the public procurement contract to be concluded between the tenderer and the contracting authority.

The provision of financial support does not imply any other costs for the purchaser, except those included in the financial proposal.

Therefore, we undertake firmly, unconditionally and irrevocably to make available to ..... *(name of tenderer/candidate)* the amount of ..... *(total/partial amount of the financial proposal)*, necessary for the full, regular and timely performance of the public procurement contract.

We, ..... *(name of third-party financial supporting entity)*, declare that we agree to be liable to the contracting authority for the non-performance of any obligation undertaken by ..... *(name of tenderer)*, under the public procurement contract, and for which ..... *(name of tenderer/candidate)* has received financial support under this undertaking, thus definitively and irrevocably waiving the right to invoke the benefit of division.

We, ..... *(name of third-party financial supporting entity)*, declare that we agree to waive definitively and irrevocably the right to invoke any exception of non-performance, both against the contracting authority and ..... *(name of tenderer/candidate)*, which could lead to partial or total non-performance or late or improper performance of the obligations undertaken by us hereunder.

We, ..... *(third-party financial supporting entity)*, declare that we agree to be liable for any damage caused to the contracting authority as a result of our failure to comply with our obligations provided for by this undertaking.

This is our firm undertaking made in accordance with art. 21(6) of Law no.131/2015 on public procurement, which entitles the contracting authority to legitimately require us to fulfill certain obligations arising from the financial support provided to ..... *(name of tenderer/candidate)*.

Date of completion

.....

Third-party supporting entity