



## ALMERA INTERNATIONAL S.R.L.

**Sediul Social:** Galați, Strada Brăilei, nr.68, bloc BR3, ap.192, cod 800098

**Fabrica de produse Lactate Bacău:**

Strada Alexei Tolstoi, nr.67, cod 600293, Tel/Fax 0040 234.588.380

**Depozit Galați:**

Strada Cetățianu Ion, nr. 7, cod 800198, Tel./Fax: 0040 236.466.225

[www.almera.ro](http://www.almera.ro)

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### TENDER DOCUMENTATION

#### - Offer request -

'Equipment acquisition, installations and equipment strictly necessary to introduce the research results in the production cycle – “*closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces*” from the project "Innovative technologies for the manufacture of dairy products fortified with concentrated protein - LACTOPROT "ID / COD SMIS - CNRS: 1261 / 38777, agreement: 402/01.08.2012, co-financed by the European Regional Development Fund, Sectorial Operational Programme increase of Economic Competitiveness, Priority Axis 2: Competitiveness through Research, Technological Development and Innovation, Operation: 2.3.3 Promoting innovation in enterprises

Name of the equipment: *Closed mechanized vats for the processing of protein concentrates, 5.000 liters – 2 pieces.*

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#### NOTE:

- Participation in the auction is open to all interested economic operators, natural or legal person whatever the form of incorporation.
- Upon submission of bids for this contract, bidders are required to comply with all instructions, forms, requirements of the tender documentation.
- Annexes and forms provided in the tender documentation must be completed properly, as required in the Tender submitted data acquisition.



**CHAPTER I  
CALENDAR OF AWARD PROCEDURE**

<b>Nr. Crt.</b>	<b>STAGE</b>	<b>Expected Date</b>	<b>Hour</b>
1.	The conditions for launching the procedure: a). identification procedure a). Preparing tender documentation c). Identify funds necessary to develop contract	27.10.2014	-
2.	Publication of the notice of intent	27.10.2014	-
3.	Sending invitation to participate in at least 3 potential bidders	27.10.2014	-
4.	Providing tender documentation	27.10.2014	-
5.	Time limit for receipt of requests for clarifications on the tender documentation	29.10.2014	16.00
6.	The deadline for responding to requests for clarification of the tender documentation	29.10.2014	16.00
7.	Appointment evaluation committee	30.10.2014	-
8.	The deadline for submission of tenders	05.11.2014	12.00
9.	Opening of tenders and preparing minutes of opening	05.11.2014	13.00
10.	Checking the minimum qualification requirements and establish qualified operators	06.11.2014	-
11.	Verifying the tenders	06.11.2014	-
12.	Establishing offers unacceptable, inappropriate and those eligible	06.11.2014	-
13.	Setting the winning tender / tenders or, when appropriate, cancel the procedure	06.11.2014	-
14.	Preparing the minutes of the tender evaluation	06.11.2014	-
15.	Preparing notification of the outcome of the procedure and communicate the outcome of the procedure to all bidders	06.11.2014	-
16.	Signing the procurement contract	08.11.2014	-
17.	Displaying the winner on the website <a href="http://www.fonduri-ue.ro">www.fonduri-ue.ro</a>	10.11.2014	-
18.	Preparation of the purchase file	10.11.2014	-

Note: The time indicated is the official time in Romania



**CHAPTER II  
PURCHASE DATA SHEET**

By submitting a tender, the tenderer accepts in advance the general and specific conditions that governs this contract as the sole basis of this tendering procedure, whatever are its own conditions of sale of that bidder.

Bidders are required to examine carefully "**Tender documentation**" and to prepare the offer according to all instructions, forms, contract provisions and specifications contained in this tender documentation. Failure to submit a tender containing all the required information within the specified time will result in rejection of the tender.

No account shall be taken of any reservation in the tender expression on "Tender documentation". Any such reserve expression may lead to rejection of the tender without any evaluation. No cost borne by the trader for the preparation and submission will not be refunded. All these costs will be borne by the bidder trader, regardless of outcome.

**II.1. PRIVAT BENEFICIARY**

Name: Almera International SRL		
Registered office: Galati, Braila Street No.68 Bl.BR3, ap.192		
Delivery Address: dairy Bacau, Alexei Tolstoi Street no. 67, postal code 600293, Jud. Bacau, Romania		
Location: Bacau, Bacau P	Postal code: 600293	Country: Romania
Contact person: LUNGULESCU GEORGETA CRISTINA		Phone: 0234 588380
E-mail: <a href="mailto:office@almera.ro">office@almera.ro</a> ; <a href="mailto:mihaela.vlad@almera.ro">mihaela.vlad@almera.ro</a>		Fax: 0234 588380

- The main activity of private beneficiary: CAEN Code 1051 - Manufacture of dairies products and cheese

CAEN Code of project: 7211 - Research and Development in Biotechnology  
PRIVATE BENEFICIARY according to the Minister for European Affairs no. 1120/15.10.2013 - approving the award procedure applicable to private beneficiaries of projects financed from structural instruments, objective Convergence, as well as projects financed by the SEE and Norwegian Financial Mechanisms for the award of contracts supply, works or services - purchasing on behalf of other contracting authorities

YES  NO

Further information and / or clarifications that may be obtained:	
x to the above mentioned address	Phone / fax: 0234 588380 e-mail: <a href="mailto:office@almera.ro">office@almera.ro</a> ; <a href="mailto:mihaela.vlad@almera.ro">mihaela.vlad@almera.ro</a>
Date and time limit for receipt of requests for clarification: <b>October 23, 2014, 16:00</b>	
The deadline for submission of responses to clarification: <b>October 24, 2014, 16:00</b>	

- Claims

Any complaints can be submitted in writing by the tenderer in Bacau Court.

The time limit for the submission of the litigation is 5 days from the day following the acknowledgment by the objector about the act that they deem illegal. Tender documentation may be challenged within 5 days.

- Financing sources

Specified sources of financing the contract that is to be awarded:	Where appropriate, project / program financed by EU funds:
	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Own sources</li> </ul>



	<ul style="list-style-type: none"> <li>European Regional Development Fund, Sectoral Operational Programme Increase of Economic Competitiveness, Priority Axis 2: Competitiveness through Research, Technological Development and Innovation, Operation: 2.3.3 Promoting innovation in enterprises</li> </ul>
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## II.2. OBJECT OF THE CONTRACT

### II.2.1. Description

Name of the contract: <b>“Equipment acquisition, installations and equipment strictly necessary to introduce the research results in the production cycle - Closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces”</b>		
Name of contract and location of works, place of delivery or of performance		
3. Works <input type="checkbox"/>	4. Products X	5. Services <input type="checkbox"/>
Execution <input type="checkbox"/>	Purchase X	Category of service 2A <input type="checkbox"/> 2B <input type="checkbox"/>
Design and manufacture <input type="checkbox"/>	Leasing <input type="checkbox"/>	
Achievement by any suitable means the requirements specified by private beneficiary <input type="checkbox"/>	Rent <input type="checkbox"/>	
	Purchase in rate <input type="checkbox"/>	

Main location of work: Not applicable	Main place of delivery: SC Almera International LLC Bacau dairy Str. Alexei Tolstoi no. 67, postal code 600293, Jud. Bacau, Romania Closed mechanized vats for the processing of protein concentrates, 5.000 liters – 2 pieces.	Main place of performance: Not applicable
The procedure ends by: Acquisition contract: X Conclusion of a framework agreement: <input type="checkbox"/>		
<b>Duration of acquisition : 21 days from the date of signing the contract</b>		
Information regarding the framework agreement – Not applicable		
Division into lots YES <input type="checkbox"/> NO X		
If YES: A single lot <input type="checkbox"/> One or more lots <input type="checkbox"/> All lots <input type="checkbox"/>		
More informations regarding the lots: Not applicable		
Alternatives offers are accepted YES <input type="checkbox"/> NO X		

### II.2.2. Quantity or scope of the contract

PRIVATE BENEFICIARY will not change the nature or amount initially requested in **Specifications**.

It is intended to purchase equipment for “Closed mechanized vats for the processing of protein concentrates, 5.000 liters – 2 pieces” with minimal features detailed under "Specifications".

All products supplied must be new, unused and original.



**The estimated value of the acquisition: 450.000 lei, without VAT (102.214,65 euro without VAT).**

The date of the exchange rate for which to determine the equivalent RON / EUR: 1 EUR = 4. 4025 RON - Euroinfo being available for September 2014.

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)

**II.3. PROCEDURE:** Call for tender under Order nr.1120/15.10.2013

**II.4. APPLICABLE LEGISLATION:** the Minister of European Affairs no. 1120/15.10.2013 - approving the award procedure applicable to private beneficiaries of projects financed from structural instruments, objective Convergence, as well as projects financed by the SEE and Norwegian Financial Mechanisms for the award of contracts supply, works or services.

## **II.5. QUALIFICATION AND / OR SELECTION CRITERIA**

All documents mentioned below at all points, shall be submitted as required and must be valid on the date of opening of tenders.

If there is uncertainty regarding the situation of the economic operators, the private beneficiary is entitled to request information directly from the relevant authorities.

The offer is **considered unacceptable** if:

- has been submitted by a bidder who does not meet one or more of the eligibility requirements set out in the tender documentation or did not submit relevant documents to that effect;
- an alternative to the provisions of the Specification, the alternative can not be considered
- after verification it is found that the offer price is unusually low for what is to be provided / performed / executed, so it can not ensure that the contract quantity and quality parameters required by the Specification.

If a tender has apparently unusually low price in relation to what is to be executed, the private beneficiary is obliged to request the tenderer, in writing and before taking a decision rejecting that offer, details and specifications on they consider important on offer and to check answers that justifies a price.

An offer shows apparently unusually low price compared to what is to be executed when the bid price, excluding VAT, is less than 85% of the estimated value of the contract or, if the tender is not least 5 offers when the price offered is less than 85% of the average of those bids.

The offer is **considered improper** in the following situations:

- do not adequately meet specification requirements;
- contains proposals to amend the contract terms set by the beneficiary on the tender documentation that are manifestly disadvantageous to the latter, and the seller, despite being informed of that situation, do not accept giving those clauses;
- contains the financial proposal prices are not the result of free competition and can not be justified.

Bids received will be deemed to comply if they are comparable in terms of technical performance and value of their subject to the requirements stated in the Specification.

### **II.5.1. Participation eligible bidders**

This procedure allows access on equal terms to all economic operators, individuals and legal entities in accordance with the law and that exercise capacity necessary to fulfill the contract.

### **II.5.2. Personal situation of the tenderer**

Statement of eligibility

**Mandatory requirements:**

- To fill out the **Declaration of Eligibility - Form no. 1**



Solicited X      Unsolicited <input type="checkbox"/>	<p>Note: Framing the situation prefigured in the Declaration of eligibility draws bidder exclusion from the procurement procedure.</p> <p>- To fill out the <b>Declaration on the participation to the procedure, completed in accordance with Form no. 1A.</b></p>
<b>II.5.3. Suitability to pursue the professional activity (registration)</b>	
Romanian Legal / Natural person  Solicited X      Unsolicited <input type="checkbox"/>	<p><b>Mandatory requirements:</b> Se vor prezenta urmatoarele documente:</p> <ul style="list-style-type: none"> <li>• <b>Registration certificate issued by the Trade Register - original or certified copy</b> <i>Ascertained certificate issued by the Trade Registry within whose jurisdiction the registered bidder is located no more than 30 days before the deadline for submission of tenders, which shows that the activity of the bidder meets with the contract and that are not included references to the application of Law 85/2006 on insolvency proceedings - <u>original or certified copy</u></i></li> </ul> <p>Minimum information to be contained in the ascertained certificate are:</p> <ul style="list-style-type: none"> <li>- Legal identification data (name, location, unique registration code);</li> <li>- The main object and secondary objects of activity;</li> <li>13. Shareholders, legal representatives;</li> <li>14. The existence of particulars of triggering the reorganization or bankruptcy proceedings, according to Law nr.85/2006 on insolvency proceedings, voluntary liquidation under Law no. 31/1990 republished and amended, or any other procedure.</li> </ul>
Foreign Legal / Natural person  Solicited X      Unsolicited <input type="checkbox"/>	<p><b>Mandatory requirements:</b> Foreign economic operator shall submit the equivalent documents mentioned in section II.5.3. The beneficiary will be provided with the documents which prove a form of registration / certification or membership in a professional, in accordance with the legal provisions of the country in which the tenderer resides, translated and legalized in Romanian necessarily by a authorized translator.</p>
<b>II.5.4. The economic and financial situation</b>	
Information on the economic - financial situation  Solicited X      Unsolicited <input type="checkbox"/>	<p><b>Mandatory requirements:</b> - -To fill out the <b>General information sheet - Form no. 2 Presentation of balance sheet, profit and loss account over the last fiscal year - 2013, endorsed and registered by the competent authorities - certified copy</b> _Documents must be presented in certified copy (the stamp “according to the original”on each page of balance, the economic operator and his signature stamp) of the original. <b>The economic operators nonresident</b> (foreign): to the extent that publication of balance sheets is provided by the legislation of the country of origin / country in which the economic operator is established, then it will present other documents which reflect a true and fair view of the economic and</p>

	financial situation of the economic operator. Documents will be presented accompanied by their translation into Romanian.
<b>II.5.5. Technical and / or professional capacity</b>	
Information on technical and professional capacity Solicited X    Unsolicited <input type="checkbox"/>	<b>Mandatory requirements:</b> <b>- To fill out the List of principal deliveries in the last three years in accordance with Form 3</b>

## II.6. SUBMISSION OF TENDER

<b>II.6.1.</b> Language of bid	The offer will be presented in Romanian or English, as appropriate: - Bidders residing in Romania will submit all documentation in Romanian. - Foreign bidders shall submit all documentation in English. Technical documentation (user manual and other technical instructions) can be presented in Romanian or in English. The successful tenderer is required to submit technical documentation in Romanian, before signing the supply contract.
<b>II.6.2.</b> Bid Validity Period	The period of validity of the tender will be 60 days from the deadline for submission of tenders.
<b>II.6.3.</b> Currency denomination of the contract price	<b>Prices will be quoted in LEI or EURO</b> <b>1 Euro = 4,4025 RON exchange rate for September 2014 Euro Info</b> <a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_e_n.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_e_n.cfm</a>
<b>II.6.4.</b> Presentation of the technical proposal	Through the technical offer submitted, the seller has the obligation to prove compliance equipment will be provided with the minimum requirements set out in the Specification. The requirements mentioned in Specification are minimum requirements, the offers that do not meet these requirements will be rejected and the economic operator excluded from the procedure. <b>Equipment supplied must be new, unused and original.</b> <b>Minimum requirements:</b> To present the technical proposal will be presented: a) <b>Data sheet</b> issued by the manufacturer of the equipment (user manual and other technical instructions) - can be presented in English, but accompanied by a translation into Romanian. b) <b>Time schedule for delivery - Form no. 6;</b> Will mention any other information considered relevant to the proper evaluation of its technical proposal.
<b>II.6.5.</b> Presentation of the financial proposal	The bidder must complete: <b>a. Tender form - Form no. 7</b> <b>b. Financial proposal form - Form No.8</b> Bidder shall prepare the financial proposal so that it provide all information requested on the price as well as other financial and commercial conditions stipulated by the contract of purchase. <b>Minimum requirements:</b> Prices will be quoted in LEI or EURO. 1 EURO = 4,4025 RON ➤ Prices include all costs of transport, training of operating personnel,



	<p>installation and commissioning at the private beneficiary in Bacau, Str. Alexei Tolstoi no. 67, postal code 600293, Jud. Bacau, Romania. The tender is firm, the price remained firm throughout the contract fulfillment. The financial proposal shall be accompanied by the statement of assuming the contractual provisions contained in Chapter IV, "Forms" under <b>Form no. 9 - « Statement of compliance with tender documentation, contract minimum terms and providing entirely the goods. »</b></p>
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<p><b>II.6.6. Presentation of the offer</b></p>	<p>Offer in original shall be submitted together with the <b>Submission letter (Form no. 10)</b></p> <p>Offer in original shall be submitted so as <b>to be received by the beneficiary before the deadline</b> specified in the <b>Notice to attend</b> published on the website <a href="http://www.fonduri-ue.ro">www.fonduri-ue.ro</a>; Offers, in original, must contain <b>all</b> documents and information required and shall be submitted to SC Almera International SRL Dairy Factory Bacau Str. Alexei Tolstoi no. 67, postal code 600293, Jud. Bacau, Romania, from October 28, 2014 – November 4, 2014, Monday to Friday between 8.00-16.00; as well as between the hours of 8.00-12.00 November 5, 2014.</p> <p>The deadline for November 5, 2014, 12:00.</p> <p>Bids submitted to another address than the one indicated will be rejected as unacceptable and returned unopened.</p> <p>Tenders shall be submitted in one copy, original.</p> <p><b>Bidders are required to sign each page numbered and supply and attach a list of documents submitted.</b></p> <p><b>The offer</b> will include:</p> <p>Declaration of eligibility - Form no. 1  Statement regarding the participation to the procedure - Form no. 1A  Registration certificate for natural or legal persons issued by the Trade Register or equivalent - <u>Certified copy of the original</u>  Certificate issued by the Trade Register or equivalent, valid from the date of opening of tenders - <u>original or certified copy</u>  Balance sheet and profit and loss account for the last two years (2010 and 2011) - <u>certified copy of the original</u>  General Information Sheet - Form no. 2  Statement on the list of principal deliveries effected in the past three years - Form no. 3  Statement on Standards for environmental protection - Form no. 4  Statement of compliance and safety protection - Form no. 5  Timeline for delivery of products - Form no. 6;  Offer Form - Form no. 7  Financial proposal form - Form no. 8  Form 9 - Statement of compliance with tender documentation, contract terms and providing minimum property entirely. "</p>
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	<p><b>"Envelope</b> shall contain:</p> <ul style="list-style-type: none"> <li>- Name / full name and address of the bidder;</li> <li>- Address of the beneficiary, indicated above , where to submit the tender;</li> <li>- Mention <b>"NOT TO BE OPENED BEFORE THE DATE OF June 18, 2014 at 13:00"</b></li> </ul> <p>The envelope must be accompanied by a <b>Submission letter (Form no. 10), which will not be included in the envelope containing the offer</b>, but along with it will be submit it to the private beneficiary's Registry (attached envelope containing offer) <b>ATTENTION!!</b></p> <p><i>The envelope should be marked with name and address of the bidder to enable the return of the tender without being opened, if applicable. If it is missing certain documents, the evaluation committee will reject that offer and notify in writing the bidder.</i></p> <p>The envelope containing the offer is received by the beneficiary only if it is intact, sealed and opaque. Documents must be printed or written in indelible ink and shall be numbered. Any erasure, addition, interlining or overwriting are valid only if they are covered by the person / persons authorized / authorized to sign the offer. No alternative offers are accepted.</p>
<p><b>II.6.7.</b> Deadline for submission of tenders</p>	<p><b><u>November 5, 2014, 12:00</u></b> Tenders submitted after the deadline indicated will be rejected and returned unopened.</p>
<p><b>II.6.8.</b> Possibility to withdraw or modify the offer</p>	<p>The bidder has the right to withdraw the offer, by written notification to beneficiary on until the date and time of bid opening. Bidder may modify the content supply up to date and time for submission of tenders, addressing to the beneficiaries on a withdrawal of the offer in order to change. The PRIVATE BENEFICIARY is not liable if the bidder inability to make new bid, modified to the date and time limit set in the tender documentation. <b>Bidder has no right to withdraw or modify his bid after the deadline for submission of tenders, under penalty of exclusion from the procedure for awarding the contract.</b> Risks tender submission, including force majeure, borne by the bidder.</p>
<p><b>II.6.9.</b> Opening of tenders</p>	<p><b><i>Place of opening tenders:</i></b> SC Almera International SRL Dairy Factory Bacau Str. Alexei Tolstoi no. 67, postal code 600293, Jud. Bacau, Romania <b><i>Date and time of opening of tenders: November 5, 2014, 13:00</i></b> Tenderers may submit or not a company representative to attend the tender opening session. Participants at opening session must present <b>Delegacy - Form 12.</b></p>
<p><b>II.6.10.</b> Costs associated with development and presentation of offer</p>	<p>The bidder shall bear all costs related to the development and submission of his tender and the accompanying documents. Any cost related to these issues will not be covered / reimbursed by the Private BENEFECIARY</p>

## II.7. AWARD CRITERIA

The lowest price



Offer the most advantageous economically



Details of the criteria and the calculation algorithm: See Section III - Specification

## II.8. TENDERER BRIEFING

The PRIVATE BENEFICIARY shall inform all tenderers of the outcome of the procedure for the award in accordance with the law.

Bidders whose bid has been declared not winner shall be informed.

## II.9. AWARD OF THE CONTRACT

<b>II.9.1.</b> Contract price adjustment <b>YES</b> <input type="checkbox"/> <b>NO</b> <input checked="" type="checkbox"/>	The price is firm and unchanged throughout the contract.
<b>II.9.2.</b> Establish the successful offer	The Private beneficiary is required to determine the winning bid on the grounds of "The lowest price" The contract is awarded to the tenderer who has the lowest price.

Approved,

CEO,

Dr. Ing. Lungulescu Grigorie

Legal representative ,

Ec. Mihaela Vlad



### **CHAPTER III SPECIFICATIONS (Technical specifications)**

This Specification is part of the tender documentation for the acquisition of „Acquisition of equipment, installations and equipment strictly necessary to introduce research results in the production cycle - Closed mechanized vats for the processing of protein concentrates, 5.000 liters – 2 pieces.”, within the project „ Innovative technologies for the manufacture of dairy products fortified with concentrated protein” - LACTOPROT " ID / COD SMIS - CNRS: 1261/38777, Financing Contract: 402/01.08.2012, co-financed by the European Regional Development Fund, Sectoral Operational Programme Increase of Economic Competitiveness, Priority Axis 2 - Competitiveness through Research, Technological Development and Innovation, Operation 2.3.3 Promoting innovation in enterprises. This Specification is based on all the requirements on which each bidder will develop the technical proposal.

The Specification contains mandatory technical specifications. They define the characteristics related to the quality, technical and performance, operational safety, size, and systems assurance, terminology, symbols, testing and test methods, packaging, labeling, marking, certifying compliance with relevant standards or the like.

**The specification requirements are mandatory minimum requirements, offers that do not meet these requirements will be rejected as non-compliant.**

**All products supplied must be new, unused and original.**

It is intended the purchase of the equipment for chemical and physical analysis of raw milk, its by-products and finished products with the following characteristics:

**“Closed mechanized vats for the processing of protein concentrates, 5.000 liters – 2 pieces.”**

It is required a commercial offer for “Closed mechanized valves for the processing of protein concentrates, 5.000 liters – 2 pieces” and it will have to meet the following standard requirements :

**2 pieces - MECHANIZED VAT FOR PROCESSING PRECIPITATED CASEIN AND COPRECIPITATE PROTEINS**

- The vat will be closed, with omega particular form or equivalent
- Capacity: 5,000 liters of milk
- It will be built entirely of stainless steel
- The vat shall be of triple-walled drum to heat both the bottom and the walls. Building walls in contact with the heating or cooling fluids will have to provide adequate resistance to any "water hammer"
- Interior and exterior finish is glossy type
- The vat will be supported on legs with vertical adjustment possibility
- Vat can be tilted by a oleodynamic system.

**The vat will be equipped with:**



- A manhole located on top of the peg cover, fitted with a protective grill door and shock sensor to lock the impeller in case of accidental opening.
- A flap valve DN 100, for the evacuation of the precipitate and sending it to the leaching plant.
- Internal lamp
- Connection to power foaming precipitate casein and protein coprecipitate.
- Stainless steel washer nozzles, in order to align the CIP plant
- Stirrer driven by a gearmotor, with the possibility of adjusting speed in the range 0-25 rev / min.
- PT 100 probe with digital visualization electric panel.
- Bridge with protective stainless steel railings, flat walking surface manufactured after anti-shock rules.
- Electromechanical type control panel, consisting of a stainless steel box, which will contain:
  - start-stop button agitator
  - emergency stop button
  - display of the temperature value
  - safety alarms
  - frequency converter to adjust the speed agitator

#### **OBLIGATIONS ON PROVIDERS:**

1. The supplier is obliged to ensure that the equipment supplied is new, unused and original.
2. Supplier has the obligation to make transport, unloading, installation and commissioning of equipment without requiring additional cost from the offer.
3. Prices offered are DDP Bacau, jud.Bacau.
4. Will present this sheet and specifications issued by the manufacturer and any other documents required by the manufacturer to justify the technical performance of the equipment.

#### **TERMS OF GUARANTEE REQUIRED**

1. Guarantee period begins to run from the date of signing the Minutes of commissioning.
2. During the guarantee period, the supplier is obliged to remedy any deficiency free.
3. The supplier is obligated to provide free service during the warranty and maintenance service visit per year included.

#### **PACKAGING AND MARKING**

1. Supplier is obliged to pack the equipment (and any enhancements) for it to handle, without limitation, rough handling during transport and exposure to extreme temperatures, sunshine, rain and high humidity that would may occur during transport and outdoor storage, so that equipment to reach the final destination in good condition and is not damaged during storage, to installation and commissioning it.

#### **TERMS OF DELIVERY AND RECEPTIONS**

1. The equipment will be delivered to Almera International Ltd - working point of Bacau, Str. Alexei Tolstoi no. 67, postal code 600293, Jud. Bacau, Romania.
2. Reception equipment will be the Almera International Ltd - working point of Bacau, Str. Alexei Tolstoi no. 67, postal code 600293, Jud. Bacau, Romania.



### III.2. AWARD CRITERION APPLIED TO THE SUCCESSFUL OFFER:

Criteria that will be used for awarding supply contracts: *the lowest price*.

The offer will be considered advantageous economically by applying a system of evaluation factors of technical and financial proposals included in that offer, for which they are awarded points as follows:

Evaluation factors	Maximum points awarded
<b>For the financial proposal:</b>	
1. The price of the offer without VAT	40
<b>For the technical proposal:</b>	
2. pH-meter mounted on the valve	20
3. finishing welds in hygienical configuration	20
4. sets of cutting knives and harps allowing processing different types of curd	20
<b>Total</b>	<b>100</b>

#### Methodology for the award of points / calculation algorithm:

- The points for the evaluation factor "Price Bid" shall granted as follows:
  - For the lowest price is awarded the maximum score for the evaluation factor (30 points).
  - For different price than that provided in subparagraph a) score is calculated as follows:

$$\text{Score} = (\text{Minimum price} / \text{Price off.}) \times \text{maximum score assigned}$$

- **Minimum price** = price of the lowest of all considered admissible and consistent in terms of technical point of view
- **Price off.** = price of the valued offer price

- The points for the evaluation factor "**pH meter mounted on valve**" are given as follows:
  - for NO – 1 point
  - for YES – 20 points

**For granting the score, the bidder must present the technical sheet / Technical specifications issued by the equipment manufacturer.**

- The points for the evaluation factor "**finishing welds in hygienical configuration**" is granted as follows:
  - for NO – 1 point
  - for YES – 20 points

**For granting the score, the bidder must present the technical sheet / Technical specifications issued by the equipment manufacturer.  
This option must be included in the delivery equipment.**



4. The points for the evaluation factor “sets of cutting knives and harps allowing processing different types of curd” is granted as follows:

- a. for NO – 1 point
- b. for YES – 20 points

**For granting the score, the bidder must present the technical sheet / Technical specifications issued by the equipment manufacturer.**

**This option must be included in the delivery equipment.**



## CHAPTER IV FORMS

<b>Form No. 1</b>	Statement of Eligibility
<b>Form No 1 A</b>	Statement on the participation to the procedure
<b>Form No.2</b>	General information sheet
<b>Form No. 3</b>	On the list of principal deliveries Statement last 3 years
<b>Form No. 4</b>	Statement of compliance with environmental standards
<b>Form No.5</b>	Statement on protection and security standards work
<b>Form No.6</b>	Timetable for delivery
<b>Form No.7</b>	Offer Form
<b>Form No.8</b>	Financial Proposal
<b>Form No. 9</b> terms and	Statement of compliance with tender documentation, Minimum contract provide full property
<b>Form No.10</b>	Tender submission Letter
<b>Form No.11</b>	Appeal
<b>Form No.12</b>	Empowerment



Header bidder  
.....**DECLARATION  
of eligibility**

I, the undersigned ..... authorized representative of ..... (Name of the economic operator) as a tenderer in the procedure for awarding the procurement contract involving **'Equipment acquisition, installations and equipment strictly necessary to introduce the research results in the production cycle – “closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces ” from the project "Innovative technologies for the manufacture of dairy products fortified with concentrated protein - LACTOPROT "ID / COD SMIS - CNRS: 1261/38777, agreement: 402/01.08.2012, co-financed by the European Regional Development Fund, Sectorial Operational Program Increase of Economic Competitiveness, Priority Axis 2: Research, Technological Development and Innovation , Operation: 2.3.3 Promoting innovation in enterprises organized by SC ALMERA INTERNATIONAL LLC, I certify, under penalty of exclusion from the procurement procedure and sanctions applied under the false public documents, that I am not in one of the following:**

- a) insolvent or bankrupt or in liquidation, my business is run by a trustee, are in insolvency, have suspended business activities or is in similar situations under national law;
- b) subject to a legal procedure for declaring me in one of the categories mentioned above. a);
- c) in the last 5 years I have been convicted by final judgment of a court to participate in activities of a criminal organization, for corruption, fraud and / or money laundering.

Undersigned ..... declare that the information provided is complete and correct in every detail and I understand that private beneficiary has the right to ask for verification and confirmation statements, all evidence we have.

I understand that if this declaration is not consistent with reality are liable for the violation of criminal laws concerning false statements.

Completion date .....

Economic Operator,  
.....

(Authorized signature)





.....

**DECLARATION  
the quality of participating in the procedure**

I, the undersigned, authorized representative of ....., certify that I, under the penalties for forgery in official documents as the procedure for awarding the contract for the '**Equipment acquisition, installations and equipment strictly necessary to introduce the research results in the production cycle – “closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces ” from the project "Innovative technologies for the manufacture of dairy products fortified with concentrated protein - LACTOPROT" , ID / COD SMIS - CNRS: 1261/38777**, agreement: 402/01.08.2012, co-financed by the European Regional Development Fund, Sectorial Operational Program Increase of Economic Competitiveness, Priority Axis 2: Research, Technological Development and Innovation, Operation: 2.3.3 Promoting innovation in enterprises organized by SC ALMERA INTERNATIONAL LLC , I certify that participate and submit tender: (tick appropriate option)

Own behalf;

As a subcontractor of .....

I declare that (tick the appropriate option)

Are not a member of any group or network operators;

I am a member in the group or list whose network identification data is presented in Annex

Does not hold a majority stake in two companies involved in the acquisition

I declare that:

I am not in a position of conflict of interest, namely I am not in a situation where there are links between structures and the beneficial ownership of our company private, between members of the evaluation and our company. If there is a conflict of interests during the performance of the procurement procedure, I undertake to notify in writing immediately, private beneficiary and to take measures to eliminate the situation

3. I, the undersigned ..... I declare that I will immediately inform the private beneficiary if changes occur in this Declaration at any point during the development process of awarding public procurement contract or, where winners will be designated, during the procurement contract.

4. I also declare that the information provided is complete and correct in every detail and I understand that private beneficiary is entitled to request, in order to verify and confirm the declarations, statements and documents accompanying the tender, any additional information in order to verify the data in this statement.

5. I, the undersigned ..... hereby authorize any institution, company, bank, other legal persons to provide information to authorized representatives of SC ALMERA INTERNATIONAL LLC Regarding any financial and technical aspects related to our work.

Completion date .....

Economic Operator,

.....

(Authorized signature )



Header bidder  
.....**GENERAL INFORMATION SHEET**

1. Title / name:

2. Unique registration code:

3. Address:

4. Phone: ..... Fax: ..... E-mail: .....

5. Banking Account:

6. The activity on the fields:

(In accordance with the provisions of its statute)

7. Branch offices / local branches, if any:

(Full address, telephone / telex / fax the registration certificate / registration)

8. Main business market:

9. Financial data:

<b>Year</b>	<b>Turnover (lei)</b>	<b>Assets (lei)</b>	<b>Net profit (lei)</b>	<b>Average number of employees</b>
2011				
2012				
Media				

Completion date .....

Economic Operator,  
.....

(Authorized signature)



**Header bidder**  
 .....

**DECLARATION  
 the list of principal deliveries in last 3 years**

I, the undersigned ..... authorized representative of ..... (Name / name and location / address of the tenderer), I certify under penalties applicable to false public documents, the data presented in the attached table are real.

I declare that the information provided is complete and correct in every detail and I understand that private beneficiary is entitled to request, in order to verify and confirm the declarations, statements and documents accompanying the tender, any additional information in order to verify the data in this statement.

I, the undersigned hereby authorize any institution, company, bank or other legal persons to provide information authorized representatives SC ALMERA INTERNATIONAL LLC of any technical and financial aspect related to our work.

Crt. No.	Title / Scope and Contract no.	Name and address of beneficiary	Total contract price (lei)	The period of the contract

Completion date .....

Economic Operator,  
 .....  
 (Authorized signature)



**Header bidder**

.....

**DECLARATION**  
**regarding compliance with environmental standards**

I, the undersigned..... authorized representative of ..... (Name of the economic operator) I certify under the penalties for forgery in public documents that fully meet the standards of environmental protection in force nationwide.

I, the undersigned ..... declare that the information provided is complete and correct in every detail and I understand that private beneficiary is entitled to request, in order to verify and confirm the declarations, statements and documents accompanying the tender, any additional information in order to verify the data in this statement.

I, the undersigned ..... hereby authorize any institution, company, bank, other legal persons to provide information to authorized representatives of SC ALMERA INTERNATIONAL LLC Regarding any financial and technical aspects related to our work.

This statement is valid until .....

Completion date .....

Economic Operator,  
.....  
(Authorized signature)



Header bidder

.....

**DECLARATION**  
**the standards of protection and safety**

I, the undersigned..... authorized representative of  
..... (Name of the economic operator) I certify under the  
penalties for forgery in public documents that fully respects the mandatory rules of labor  
safety and protection in force nationwide.

I, the undersigned ..... declare that the information  
provided is complete and correct in every detail and I understand that private beneficiary is  
entitled to request, in order to verify and confirm the declarations, statements and documents  
accompanying the tender, any additional information in order to verify the data in this  
statement.

I, the undersigned ..... hereby authorize any  
institution, company, bank, other legal persons to provide information to authorized  
representatives of SC ALMERA INTERNATIONAL LLC regarding any financial and  
technical aspects related to our work.

This statement is valid until .....

Completion date .....

Economic Operator,  
.....  
(Authorized signature)



**Header bidder**

.....

**TIME SCHEDULE FOR DELIVERY OF PRODUCTS**

<b>Crt. No.</b>	<b>Equipment</b>	<b>Delivery Date</b>	<b>Installation Date</b>

Economic Operator,  
.....  
(Authorized signature)



**Header bidder**

.....

**TENDER FORM**

To .....

(Private beneficiary name and full address)

Gentlemen,

1. I, the undersigned legal representative ..... (Name / denomination of the tenderer ) shall provide that, in accordance with the provisions and requirements contained in the aforementioned documents, to provide ..... (Name of equipment) in the following parameters:

Offer Price: ..... (Amount in words and figures and offer currency) payable after receipt of the equipment, plus VAT of ..... (Amount in words and figures, and money supply)

2. We undertake, if our tender is successful, to provide equipment from annex, within the time required by the private beneficiary - according to Form 6 - Time schedule for delivery.

3. We are committed to keep this offer valid for a period of ..... days (time in letters and digits) or until ..... (Day / month / year) and it shall remain binding upon us and may be accepted at any time before the expiry date.

4. Specify that:

—

| Submit alternative tender, whose details are presented in a separate tender form, clearly marked "alternative";

| Not submit alternative tender.

(Tick the appropriate option)

5. We understand that you are not bound to accept the lowest bid price or any offer you may receive.

Completion date: .....

\_\_\_\_\_, \_\_\_\_\_ as duly authorized to sign

(Signature)

tender for and on behalf of \_\_\_\_\_.

(Name / denomination of the economic operator)



**Header bidder**

.....

**FINANCIAL PROPOSAL**

Crt. No.	Equipment	Tehnickal specifications	Quantity	Unit price	Total price (without VAT)	VALUE ADDED TAX (VAT)
1						
2						
3						
TOTAL VALUE (exclusiv VAT)						
VALUE ADDED TAX (VAT)						
TOTAL VALUE (including VAT)						

**Warranty period:**

Completion date .....

Economic Operator,  
 .....  
 (Authorized signature)





**Bidder header**

.....

**Statement of compliance with tender documentation,  
minimum contract terms and full delivery of goods**

The undersigned authorized representative of ..... (name / name and location / address of economic operator), I certify, under penalty of exclusion from the procedure and under the sanction of forgery of public documents that during the execution of the contract:

1. we accept and are committed to comply with the requirements of tender documentation, contract clauses in contracts patterns of the tender documentation, the provisions of specifications, technical specifications and any other documents / documentation that will be provided by the Beneficiary purposes during tendering and / or execution of contract
2. we undertake that at any time during the contract we will have organizational, financial and technical capacity, enabling delivery of goods entirely within the timeframe set by contract, ie, in a range of ..... months;
3. we commit to deliver the goods to the Beneficiary, under the terms and conditions stipulated in the Contract.

Date .....

....., ..... (signature), as ..... duly authorized to sign for and on behalf of ..... (name / economic operator)



***Bidder header***

.....

Registered at the private Beneficiary's head office  
No ...../.....

**LETTER OF OFFER**

TO \_\_\_\_\_  
*(name of private Beneficiary and full address)*

As a result of your invitation for participation in the procurement procedure of goods - "closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces" from the project "Innovative manufacturing of dairy products fortified with concentrated protein - LACTOPROT" ID / COD SMIS - CNRS : 1261/38777, agreement: 402/01.08.2012, co-financed by the European Regional Development Fund, Sectoral Operational Programme for the increase of Economic Competitiveness, Priority Axis 2: Research, Technological Development and Innovation, Operation: 2.3.3 Promoting innovation in business

we ..... send you enclosed the following:

- Sealed envelope and clearly marked, containing:
  - „Offer” (in original)
- Qualification documents
- Technical and financial offer

We hope that our offer is appropriate and meets your needs.

Date of completion.....

Economic Operator,

.....  
(authorized signature)



**Bidder header**

.....

**APPEAL**

The undersigned ..... based in ..... , unique registration code ..... legal representative ..... as bidder to tender the supply contract for the acquisition of goods - 'Equipment acquisition, installations and equipment strictly necessary to introduce the research results in the production cycle – “closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces ” within the project "Innovative technologies for the manufacture of dairy products fortified with concentrated protein - LACTOPROT" ID / COD SMIS - CNRS: 1261/38777, agreement: 402/01.08.2012 organized by the private beneficiary ALMERA INTERNATIONAL SRL at Bacau Dairy, Str. Alexei Tolstoi no. 67, postal code 600293, Jud. Bacau, Romania, appeal the decision of private beneficiary ALMERA INTERNATIONAL SRL which I think is illegal.

The reasons underlying the appeal are:

- in fact .....
- in real .....

In support of the appeal we submit these means of proof:

.....

Date of completion.....

Economic Operator,  
.....  
(authorized signature)



**Bidder header**

.....

### POWER OF ATTORNEY

The undersigned..... (*full name of the legal representative of the tenderer*), as legal representative of (*name / bidder*) hereby empower Mr / Ms (*name of the person designated as appears in the ID*), holder / owner of identity card / passport no. ...., ..... serial no., issued on ..... by ....., to participate in the of (*name / offeror*) at the tender opening session for the procedure awarding the contract for the **acquisition of goods “closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces.**

within the project "Innovative manufacturing of dairy products fortified with concentrated protein - LACTOPROT" ID / COD SMIS - CNRS : 1261/38777, agreement: 402/01.08.2012, co-financed by the European Regional Development Fund, Sectoral Operational Programme for the increase of Economic Competitiveness, Priority Axis 2: Research, Technological Development and Innovation, Operation: 2.3.3 Promoting innovation in business.

Date of completion.....

Economic Operator,  
.....  
(authorized signature)



**CHAPTER V**  
**CONTRACT MODEL**

**CONTRACT**  
**OF SALES - PURCHASE**  
No. ....../.....

**Concluded between:**  
**Contracting Parties**

**I** ..... with the head office in ..... County ..... Tel, Fax: ..... registered at ORC ..... no. J. ...., fiscal code RO ..... represented by ...., as ....., hereinafter referred to as **Seller** si

**II S.C. ALMERA INTERNAȚIONAL S.R.L.** with the head office in Galati, Brailei Street No. 68, Building BR3, ap. 192, Tel: 0236/466225, the working point at Bacau Dairy, Alexei Tolstoi Street no. 67, postal code 600293, Jud. Bacau, Romania, registered with the Trade Register number J17/1024/1996, with unique tax identification number RO 8574866, IBAN RO31 0000 0600 0099 0593 RZBR opened at Raiffeisen Bank SA Galati, duly represented by Dr. Ing. Lungulescu Grigorie as Administrator, hereinafter referred to as **Buyer**

**Art. 1. OBJECT OF THE CONTRACT**

**1.1** This contract is for the sale and purchase of the following industrial equipment:

Description	Price Euro without VAT DDP BACAU
<i>Closed mechanized vats for the processing of protein concentrates, 5.000 liters, 2 pieces</i>	

**1.2** The seller undertakes to sell the equipment required by the specifications and to put it into operation to normal parameters.

**1.3** The buyer undertakes to purchase the required equipment, specified in the specifications.

**1.4** Specifications prepared by the Buyer and the Seller's technical and financial bid are part of this contract.

**Art. 2. PRICE. PAYMENT CONDITIONS**

a) The price of the equipment is the following :.....EURO plus VAT; DDP BACAU

The above price is firm and is not susceptible to any changes to the contract completion



The payment will be made as follows:

- in national currency RON at the official rate of exchange BNR lei / euro in invoicing date (for domestic traders)

- in EURO for foreign traders

Factura se va întocmi in lei la cursul oficial BNR de schimb lei / euro din ziua facturării (pentru agentii economici interni) sau in euro (pentru agentul economic strain). Invoice will be made in LEI at the official rate of exchange BNR lei / euro in invoicing day (for domestic traders) or EURO (for foreign traders).

b) The above-mentioned price includes the value of the assembly, installation and commissioning. Transport costs and insurance of goods during transport shall be borne by Seller.

c) The price will be paid by the buyer, as follows :

- 30% within 15 days after signing the contract. - In advance invoice

- 70% according to the invoice issued by the seller within 5 days of the supplier's announcement that the goods are ready for delivery.

**2.2** All invoices and documents proving ownership of the above equipment will be issued on behalf of the Buyer.

**2.3** Payments will be made by Buyer to Seller in account no. .... opened at ..... on behalf of the Seller's bank.

Payments will be made by bank transfer.

### **Art. 3. DELIVERY, COMMISSIONING AND TESTING**

**3.1.** Delivery time is max. 21 days from the date of signing the contract, namely November 30, 2014.

**3.2** Delivery place is: Dairy of S.C. ALMERA INTERNAȚIONAL S.R.L. in Bacău, Alexei Tolstoi Street no. 67, postal code 600293, Jud. Bacau, Romania.

**3.3** Installation, commissioning, training, personnel training and making the necessary evidence of the Buyer shall be borne by Seller and shall be made within 5 days from delivery date.

**3.4** After delivery and commissioning, the Seller undertakes to deliver all documents to the Buyer, respectively the Minutes of handover/reception of each equipment, the Minutes of operation of each equipment, declaration of conformity and warranty, documents issued under commercial usage.

**3.5** The Buyer has the right to inspect and / or test equipment to verify its compliance with the technical specifications set out in Annexes contract.

**3.6** If the equipment inspected or tested does not meet specifications, the Buyer is entitled to reject it, and the Seller, without changing the contract price, is bound to:

- replace the rejected equipment;
- make any changes so that the equipment and technical specifications can be operational

### **Art. 4. EQUIPMENT INSURANCE**

4.1 Equipment insurance against all insurable risks until receipt by the Buyer and signing the minutes of handover, will be borne by Seller. After taking up equipment by the Buyer, is his task to deal with insurance. Delivery will be made according to delivery terms DDP BACAU.



## **Art. 5. PACKAGING AND MARKING**

5.1 The Seller shall provide appropriate packing and marking so that equipment be protected from damage that can occur during transport.

5.2 All marks, notes and special instructions will be made by the Seller clearly readable and in places of maximum visibility

## **Art. 6 . CONFORMITY**

6.1 The Buyer guarantees to the Seller that the equipment delivered is new, in accordance with the technical specifications set out in art.1 of this contract and the quality requirements, so that they do not affect the life, health or safety.

6.2 The Seller declares by signing this contract that the equipment supplied, the object of the contract are identical to those listed in the offer and meet the technical requirements of the Specifications.

## **Art. 7. WARRANTY**

7.1 Guarantee shall be granted for a period of 24 months after commissioning. The Seller declares and warrants that the equipment, at the date of receipt, do not have defects in cracks or tears of parts, no hidden defects and that they are in a state of normal operation.

7.2. The Seller declares and warrants that the equipment is not affected by any defect visible or hidden, that they are not affected by any guarantee, lien, charge, etc., that they are not seized, confiscated or under any dispute, that the equipment is from legitimate operations and can be used in optimal conditions by the Buyer.

7.3. The Buyer is entitled to notify the seller of any complaint received in connection with the object of the contract matter of its warranty. Upon receipt of such notice the Seller has the obligation to remedy faults within ..... calendar days at no additional cost to the Buyer. The equipment's state of repair suspends the running of the warranty. After remedying the fault warranty period runs until reaching the 24 months.

## **Art. 8. CONTRACTUAL OBLIGATIONS AND LIABILITY OF THE PARTIES**

### **8.1. Seller's obligations**

a) The Seller has the obligation to supply to the Buyer the equipment in the table in Art. 1, at the terms agreed in the contract.

b) For having exceeded the delivery time buyer shall return the value of the goods already paid and an additional compensation equal to 100% of their value.

c) The Seller is required to provide the following documentation to the Buyer:

- invoice
- instructions and technical documentation required for installation, commissioning and use of equipment and any other documentary evidence of calibration measurements - issued by the manufacturer;
- "Minutes" of handover/ receipt;
- "Minutes" of commissioning;
- "Minutes" of staff training;
- Declarations of conformity;
- Warranty certificate;

These documents will be provided on paper in English and Romanian.

d) To provide installation, commissioning and training of persons who are responsible for equipment operation.

e) The seller undertakes to provide free consultancy warranty in relation to the optimal operation of the equipment supplied, the object of the contract;

f) Seller agrees to pay damages in the amount of 200,000 euros if it turns out that the technical documentation issued by the manufacturer for equipment has been tampered / modified in order to mislead the purchaser.

## **8.2. The Buyer's obligations**

a) To provide adequate space and technical conditions necessary for installation and operation of equipment.

b) To operate technical equipment in accordance with the recommendations of the Seller, to use only materials and spare parts recommended and approved by the Seller for the type of equipment.

c) Not to allow intervention on equipment within warranty period for persons unaccredited by the Seller. It is banned to use spare parts from other types of equipment.

**8.3.** Delays in delivering and / or installing equipment to the term specified in the contract for reasons other than force majeure, draws penalties to the Seller of 0.5% from the price of the equipment on which non-compliance with contractual obligations are noticed, per each week of delay, but not more than 5% of the total price of the equipment.

**8.4.** Delay in payment by the Buyer to the period stipulated in the contract for reasons other than force majeure, attracts penalties to the Buyer of 0.5% of the unpaid amount for each week of delay.

## **Art. 9. TERMINATION OF THE CONTRACT**

**9.1.** If a Party fails to fulfill as such and / or delay to fulfill one or more obligations, the other party, subject to its own reciprocal obligations, is entitled to one of the following courses of action:

a) to ask the execution of the obligations of the other party;

b) to grant an additional period of reasonable duration for the obligations of the other party, subject only to prior notice in writing to the other party of its intention to request the execution of the obligations of the other party.

c) to grant an additional period of reasonable duration for the obligations of the other Party, without further ado or giving notice, without court intervention.

## **Art 10. FORCE MAJEURE**

**10.1.** Force majeure is an absolutely external event of the will of the party that invokes it, unpredictable and unavoidable, occurred after signing the contract, which prevents the party invoking it to perform total / partial obligations under the contract exempting from liability the invoking party. Seller's or carrier's employees strike or other business partners of the Seller is not force majeure.

## **Art 11. TRANSFER OF OWNERSHIP AND RISKS**

11.1 Ownership of the equipment is transmitted to the Buyer on the payment date of the price of the Goods as provided in Art. 2 of this contract. Risk of equipment (loss, theft, damage total / partial etc.) will be borne entirely by the Seller until handing it over to the Buyer and signing of the delivery report – receipt by the Buyer.

## **Art. 12. GOVERNING LAW, JURISDICTION AND ENFORCEMENT**





**12.1** Any dispute between Buyer and Seller arising from the conclusion, interpretation or performance of this contract or in connection therewith, shall be settled amicably by negotiating between parties. If the contractual differences can not be settled amicably they will be submitted for solving to jurisdictional courts in .....

**Art. 13. FINAL CLAUSES**

**13.1** The Seller agrees to provide advice and post service - warranty to the Buyer at requested fees.

**13.2** This contract shall enter into force upon signature by the Parties.

**13.3** Constatarea nulității totale/pațiale a unei clauze din prezentul contract nu are nici un efect asupra validității celorlate clauze.

**13.4** Nullity total / partial of a clause of this contract has no effect on the validity of other clauses.

**13.5** Any modification and / or addition to this contract can be made with the written express consent of both parties by annexes to the contract. Changes to be signed by the parties will become part of the contract.

**13.6** This contract was signed today, ....., in Bacau, Romania, in 2 copies, one copy for each party .

**SELLER,**  
S.C. ....  
**Legal Representative**

**BUYER,**  
**S.C. ALMERA INTERNATIONAL S.R.L.**  
**Legal Representative**  
Dr. Ing. Lungulescu Grigorie



**Chapter VI**  
**European Affairs Minister Order no. 1050/29.10.2012 - approving the award procedure applicable to private beneficiaries of projects financed from structural instruments, objective Convergence**

**ISSUER: MINISTER OF EUROPEAN AFFAIRS**  
**PUBLISHED IN: Official Gazette no. 776 of November 16, 2012**

Given the art. 60 of Regulation (EC) no. 1.083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, European Social Fund and the Cohesion Fund and repealing Regulation (EC) no. 1.260/1999, amended and supplemented, and the provisions of chapter. 7 and 8 of Regulation (EC, Euratom). 1.605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities, pursuant to art. 9 para. (1) of Government Decision no. 967/2011 regarding the organization and functioning of Minister of European Affairs, as amended and supplemented, Minister for European Affairs issues the following order:

ART. 1

We approve the procedure applicable to private beneficiaries of projects financed from structural instruments, "Convergence" objective, set out in the annex which is an integral part hereof.

ART. 2

Management authorities approve acquisition procedure under art. 1 to guides applicant and provide information to private beneficiaries on the mandatory use of the procedure in the award of contracts financed from structural instruments, "Convergence" objective.

ART. 3

Management authorities are required to change internal procedures with the purpose to verify the implementation by private beneficiaries of the procedure provided for in Art. 1.

ART. 4

Private beneficiaries are required to apply this procedure in projects financed from structural instruments, "Convergence" objective.

ART. 5

This order shall be published in the Official Gazette of Romania, Part I, and applies to all award procedures that are launched after the effective date of this order.

ART. 6

Management authorities will carry out the provisions of this Order.

Minister for European Affairs,  
Eugen Orlando Teodorovici

Bucharest, 15 october 2013.

Nr. 1.120.



**PROCEDURE  
FOR THE ASSIGNMENT BY THE PRIVATE BENEFICIARIES  
OF SUPPLY CONTRACTS OF SERVICES AND WORKS FINANCED FROM  
STRUCTURAL INSTRUMENTS**

- This procedure describes the conditions and steps that private beneficiaries need to take in awarding contracts for services or works financed from structural instruments, with an estimated value exceeding the threshold set by Article 19 of the Ordinance no.34/2006, but that do not meet the requirements of Art. 9 letter. c and c1 of the same law.
- Given that art. 9 letter. c and c1, mentioned above, does not regulate the conditions for supply contracts, it appears that this procedure applies to supply contracts with an estimated value exceeding the threshold set by Article 19 of the Ordinance, without a limit superior value to which to apply the provisions of Ordinance no.34/2006.

*Note: GEO no.34/2006, with subsequent change, in short form is called EGO no. 34/2006.*

**APLICCABILITY DOMAIN**

13. This procedure will be implemented and enforced in all OPs, where private beneficiaries, not as legal entities contracting authority intend to procure goods, services or works.

14. For services or works contracts procedure applies in the following situations:

1. if the contract is financed / subsidized directly in proportion of more than 50% by a contracting authority and the estimated contract value is less than the thresholds laid down in Article 9 of Ordinance No. 34 / 2006;
- if the contract is financed / subsidized directly in proportion less than 50% by a contracting authority and its estimated value is less than, equal to or greater than the thresholds in Article 9 of the Ordinance no.34/2006;

**If the estimated value is equal to or greater than the thresholds laid down in Article 9 lit. c and lit. c1 of GEO no.34/2006 and services or works contract is financed / subsidized directly in proportion of more than 50% by a contracting authority, the private beneficiaries are obliged to apply the provisions of GEO No. 34 / , 2006.**

**If the purchase price, estimated, excluding VAT, does not exceed the threshold set by Article 19 of the Ordinance no.34/2006 for each purchase, the Beneficiary directly buys goods, services or works. Purchase is performed based on supporting documents (eg invoice, contract, purchase order). In this case, the procurement file will contain explanatory note on the estimation of value and supporting documents underlying the acquisition.**

Type of contract	Conditions of application of this procedure *
Supply Contract	The estimated value exceeds the threshold set by Article 19 of the Ordinance no.34/2006.
Works Contract	Contract is co-financed at a rate of more than 50%, by OP ... and the estimated value of the contract exceeds the threshold set by Article 19 of the Ordinance no.34/2006 and is lower than the threshold set by art. 9 letter. c of the same law.
Services Contract	Contract is co-financed at a rate of more than 50%, by OP ... and estimated value of the contract exceeds the threshold set by Article 19 of the Ordinance no.34/2006 and is lower than the threshold set by art. 9 letter. c1 of the same law.
Works or Services Contract	Contract is co-financed at a rate of less than 50%, by OP ... and estimated value exceeds the threshold set by Article 19 of the Ordinance no.34/2006.

***Pay attention!***

*It is forbidden to divide a contract into several smaller value contracts (the same object), to be placed below the thresholds set by GEO no.34/2006.*

***Pay attention!***

*The contract that includes the supply of products and services is considered a service contract if the estimated value of services is higher than the estimated value of the goods specified in the contract. Therefore if we have a contract where the value of services exceeds the value of the goods to be purchased, the provisions of Article 9 of the Ordinance no.34/2006 lit.c1 are met cumulatively two conditions enacted.*

*The contract that covers works and goods is to be considered works contract, if the estimated value of works is greater than the estimated value of the goods covered by the contract. Therefore if we have a contract where the value of works exceeds the value of the goods to be purchased, the provisions of Article 9 lit. c of GEO no.34/2006 are met cumulatively two conditions enacted.*

*In all cases, the contract appointment is made according to the highest estimated value.*

## LEGAL BASIS

15. The provisions of Article 60 of Regulation no. 1083/2006 laying down general provisions on the European Regional Development Fund, European Social Fund and the Cohesion Fund and repealing Regulation (EC) no. 1260/1999, with subsequent amendments

16. Chapter 7 and 8 of Regulation (EC, Euratom) No. 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities

## DEFINITIONS

17. **Private beneficiary** - legal entity without contracting authority, according to Article 8 of the Ordinance no.34/2006.
18. **economic operator** - any product supplier, service provider or contractor - authorized person / entity, public or private, or group of such persons working in the area that legally offers products on the market, services and / or work execution.
19. **bidder** - any economic operator who submitted the tender within the submission deadline indicated in the invitation / announcement published
20. **estimated value** –a value determination of the object of the contract determined by calculation and summation of all amounts payable for the performance of this contract, without value added tax, taking into account any form of option and as far as they can be anticipated at the time of the estimate, any additions or increases the contract value.
21. **submitting procedure** - steps to be taken by private beneficiaries and the bidders to sign a contract financed from structural instruments.
22. **submitting documentation** - documentation that contains all information related to the contract to be awarded
23. **award criterion "lowest price"** - the successful offer is settled by comparing the prices shown in the tender admissible without quantifying other technical elements or other benefits resulting from the fulfillment of the contract by operators participating in the tender. In this case, the winning bid must meet minimum requirements considered as mandatory, as they were set out in the tender documentation.
24. **award criterion " the most economically advantageous offer"**- the successful offer is settled by applying a system of evaluation factors for which grades are set. Evaluation factors considered will be clearly stated in the tender documentation and will reflect actual scoring methodology of the benefits that will result from technical and financial proposals submitted by the bidders.
25. **acceptable offer** – offer submitted within the period specified in the invitation / announcement published and including appropriate NTC certificate (the contract must have a correspondent in the NACE code of the certificate issued by the NTC for the economic operator).
26. **admissible offer** – offer that meets all the requirements imposed by the private beneficiary on the tender documentation.
27. **supply contract** - contract for pecuniary interest concluded in writing between a private beneficiary and one or more economic operators, with the purpose of delivering products.
28. **works contract** – contract for pecuniary interest concluded in writing between a beneficiary and one or more private operators covering design and / or execution of works.
29. **services contract** – contract for pecuniary interest concluded in writing between a private beneficiary and one or more economic operators for the provision of services.
30. **division of procurement contract** – using a calculation method which leads to an underestimation of the estimated contract value and contract splitting into several separate contracts of lesser value in order to avoid GEO no.34/2006 or this procedure.

31. **subcontracting** – right of the economic operator to entrust part of its obligations to third parties without yielding responsibility regarding the fulfillment of the contract.

***Pay attention!***

*If there is uncertainty about the classification or not of a certain legal entity within the provisions of GEO no.34/2006 there will be required an official view from NARMPP.*

## **PRINCIPLES APPLICABLE TO THE PRESENT PROCEDURE**

Throughout the procurement process, at any decision, you must consider the following principles and rules:

- principle of economy;
- principle of efficiency;
- principle of effectiveness;
- principiul of transparency;
- principle of equal treatment;
- principle of non-discrimination.

The principle of **economy** requires minimizing the cost of resources allocated to achieve the expected results of an activity, while maintaining the quality corresponding to these results.

Respecting the principle of **efficiency** means ensuring the best possible combination result (quality) and financial resources.

The principle of **effectiveness** means the fulfillment of specific objectives for each activity planned in order to obtain the desired results.

**Transparency** means making public information on the award procedure.

The equal treatment means the establishment and application at any time during the award procedure, of:

- rules;
- requirements;
- criteria

**identical for all operators** so that they benefit from equal opportunities to become contractors.

**Non-discrimination** means ensuring the conditions of actual competition event that any trader can participate in the tender procedure and have the chance to become the contractor.

## **AVOIDING CONFLICT OF INTERESTS**

In the situation of private beneficiaries are applicable provisions of Articles 14 and 15 of GEO nr. 66/2011 on preventing, finding and punishing irregularities appeared in the collection and use of European funds and / or national public funds, respectively:



**“ART. 14**

*(1) During the implementation of the procurement process, beneficiaries individual / private legal entity **have the obligation to take all necessary measures to avoid situations likely to cause a conflict of interest**, namely the situation where there are links between the beneficiary and ownership structures its bidders, members of the evaluation committee and bidders or the winning bidder holds majority shares in two companies participating for the same type of acquisition.*

*(2) Violation of par. (1) is **punishable by deduction / exclusion of expenses claimed for payment / reimbursement**, depending on possible damage already caused or provoked to European funds and / or their respective national public funds.*

**ART. 15**

*(1) When submitting a bid in the procurement, the bidder is required to submit a statement that they are not a conflict of interest as defined in Art. 14.*

*(2) If there is a conflict of interests during the course of the tender procedure, tenderers must provide immediately written notice to the entity that organized this procedure and take steps to eliminate that situation.*

In conclusion, according to Article 15 above mentioned, the economic operators participating in the procedure shall provide a sworn declaration to the effect that the economic operator is not participating in the circumstances described in Article 14 of the Ordinance nr.66/2011.

Also members of the evaluation committee must present a sworn declaration to the effect that they are not in conflict of interest with economic operators who submitted bids.

**DESCRIPTION OF PROCEDURE**

	<b>STEPS</b>	<b>OPERATIONS</b>
1	Establishing the legal framework applicable	1. A Note is to be made on determining the estimated value. 2. Check that the estimated value at the time of launching the procedure lies further below the threshold stipulated in art. 9 letter. c and lit. c1 O.U.G no.34/2006.
2	Developing the award documentation	1) A document is to be prepared that must contain the following information: a) general information about the purchaser (address, phone, fax, e-mail, contacts, media, etc.). b) formalities in connection with the participation at the procedure;



	STEPS	OPERATIONS
		<p>c) estimated value;  d) the NOTR certificate;  e) instructions on how to prepare and submit technical and financial proposal, the period of validity of the tender  f) the minimum requirements (certificates (where the law provides, indicating enactment under which certification is requested, minimum requirements, features technical nature, allowing each product, service or work to be described objectively );  g) detailed and complete information on the award criteria of tender (it will not be changed during the procedure);  h) information on contract terms</p> <p>2. In preparing this document a correlation must be ensured between the real need of the recipient and purpose of the contract, on one hand and the contract of purchase and minimum requirements set by the tender documentation, on the other hand.</p> <p><b>Rules of documentation preparation</b></p> <ul style="list-style-type: none"> <li>- Do not impose discriminatory requirements which are not relevant for the contract awarded by the beneficiary. Requirements must allow equal access any tenderer to tender and shall not have the effect of creating unjustified obstacles likely to restrict competition.</li> <li>- Do not define a specific requirement indicating origin, source, production, special procedure, a trade name or brand, a patent license to manufacture, which have the effect of favoring or eliminating certain operators or certain products. Such indication is permitted, but only in exceptional circumstances, where a sufficiently precise and intelligible object agreement is not possible, and only accompanied by the words "or equivalent".</li> </ul>
3	<p>Procedure initiation</p>	<p>An invitation must be sent to at least 3 potential bidders, along with publication of a notice in a national daily (for SOP ENV will be published on site management authority).  <u>Exception:</u></p> <p>Where products / services are delivered / provided by a single operator when private beneficiary shall submit a memo justifying the choice of economic operator.</p> <p>The invitation (see standard model) and newspaper announcement shall include at least the following information:</p> <ul style="list-style-type: none"> <li>• General information about the purchaser (address, phone, fax, e-mail, contacts, media, etc.).</li> <li>• Name of project and contract</li> <li>• The contract and place of delivery, place of execution of works or provision of services (if applicable);</li> </ul>





	STEPS	OPERATIONS
		<ul style="list-style-type: none"> <li>• Type and duration of the contract;</li> <li>• Estimated value of the contract;</li> <li>• Award criteria;</li> <li>• Date and time of tender submission / date and time of the opening meeting;</li> <li>• Where and how to obtain tender documentation</li> <li>• Exchange rate leu / euro applicable in the assessment (if applicable);</li> <li>• Invitation to contact the buyer for additional information related to the contract.</li> </ul> <p><b>Rules for advertising:</b></p> <ul style="list-style-type: none"> <li>• Invitations will be sent to economic operators that are able to offer what is required (pay attention to point 1 d - step 2);</li> <li>• Allow a reasonable time for submission of the tender taking into account the complexity of the contract. For service or supply contract will be awarded a minimum of 6 calendar days and for the works contract, at least 20 calendar days;</li> <li>• If documentation is posted on a website, there and will be posted any clarifications / modifications / additions;</li> <li>• In the event of changes to the documentation, extend the deadline for submission of bids, to a reasonable time to allow operators to implement changes on the supply side.</li> <li>• If documentation is distributed in paper form from the Beneficiary, the Beneficiary will register economic operators who raised / were submitted documentation with identification and contact information and signature of the relevant economic operator / proof of submission documentation. Where there will be requests for clarification / modification / addition, provide questions and answers simultaneously to all economic operators in the list, without specifying the name of the operator who requested clarification.</li> </ul>
4	Running the procedure	<ul style="list-style-type: none"> <li>• Submission of bids (bids received are recorded in chronological order, specifying each one, the date and time of receipt).</li> <li>• Evaluation of tenders (by a evaluation committee of at least 3 persons).</li> <li>• Establishing the winning bid. In this stage prepare the minutes of contract award / cancellation - <u>see standard model</u>.</li> <li>• Communicate the assessment results to all participants in the proceeding. All participants to the procedure must be informed of the outcome of the assessment the same day.</li> </ul> <p><b>Rules applicable during evaluation period:</b></p> <ul style="list-style-type: none"> <li>• Participants to the procedure must receive <b>equal treatment</b> at any time during the procedure (rules, requirements and criteria identical),</li> </ul>



	STEPS	OPERATIONS
		<p>including during the evaluation stage (requests for clarification shall be sent simultaneously to all participants and is given the same response time)</p> <ul style="list-style-type: none"> <li>• Only offers received by the date and time announced in the invitation will be evaluated.</li> <li>• <b>Bids received will be considered acceptable if submitted by the closing date and time announced in the invitation and in the announcement published and if they present the corresponding NTC certificate (the contract must have a correspondent in the NACE code of the certificate issued by NTC).</b></li> <li>• If, on the date and time announced in the invitation and in the announcement published, are not received at least three acceptable bids, the procedure is canceled and relaunched in compliance with all procedural steps.</li> <li>• At the second release it is no longer required to have at least three acceptable bids submitted. You can also switch the phase of development of the procedure even if there are received two or one acceptable offer. This option is valid only if the re-releasing procedure is done in a maximum period of 30 calendar days from the date of announcement of the decision to cancel the initial procedure to the participating bidders.</li> <li>• Bids received will be considered admissible if they correspond in terms of value, technical performance and their subject with all the requirements of the tender documentation.</li> <li>• In evaluating the offers, the beneficiary may request clarification from bidders.</li> <li>• Failure of any criteria / minimum requirements of the tender documentation leads to rejection of the offer, because the beneficiary must choose the offer that best enables the achievement of project objectives.</li> <li>• If, after completion of the evaluation process was not determined a winner, the procedure is canceled and resume in compliance with all procedural steps.</li> </ul>
5	Signing the contract	<p>The contract will be signed with the successful tenderer/ bidder only.</p> <p>If the private beneficiary can not conclude the contract with the bidder whose bid has been declared winner, because the bidder in question is in a situation of force majeure or fortuitous unable to perform the contract, he is entitled to declare the winning bid placed second, given that it exists and is admissible. Otherwise, the procedure for awarding the contract is canceled.</p> <p><b>Rules applicable to the contract:</b></p> <p>a) The contract must specify the identification information of the two contracting parties, subject, amount and duration of the contract. There shall be expressly provided conditions for the provision of services, execution of works, supply, installation, commissioning, service, quality standards,</p>



STEPS	OPERATIONS
	<p>service guarantees, the possibility of granting an advance (by law), etc., as appropriate in accordance with applicable legal provisions.</p> <p>b) The winning offer will be an integral part of the contract as an annex.</p> <p>c) You can not change in the contract the provisions of tender documents or tender which led to the award of the contract.</p> <p>d) Any contract signed under national legislation and / or under these instructions shall take effect from the moment of its signature by both parties. Can not be provided / supplied / manufactured goods / services / works before signing the contract and payments can not be made. The same principle is applicable to the annexes to the contracts.</p> <p><b>Note - price adjustment</b></p> <ul style="list-style-type: none"> <li>• During performance of the contract price may be adjusted <b>if it was expressly provided</b> for the possibility of price adjustment in the tender documentation and contract to be concluded, by special provisions in this regard.</li> <li>• The price adjustment shall not lead to exceeding the thresholds provided by Article 9 lit. c and c1 in O.U.G no. 34/2006/v monetary value of the financing contract.</li> </ul> <p>Situations that allow price adjustment:</p> <p>a) if there were legislative changes, if changes in technical regulations were issued by local administrative acts which have as their object the establishment, modification or waiver of certain taxes / local taxes, the effect of which is reflected in the increase / decrease costs on which to based contract price;</p> <p>b) if certain market conditions have emerged, following which was an increase / decrease in price indices for the elements of the supply, the effect of which is reflected in the increase / decrease the costs on which the contract price is based. For this situation the private beneficiary is required to specify the concrete methods to adjust price, indices to be used, and source of information on developments such as statistical bulletins or stock exchange quotations. Lack, amendment or supplement this information / clauses determine inapplicability of the provisions concerning the possibility of adjusting the contract price.</p> <p>In any event, the contract price may be increased only to the extent strictly necessary to cover increased costs on which the contract price was based. The method of adjusting the contract price should not lead in any way to alteration of the outcome of the award, by canceling or reducing competitive advantage on which contractor was declared the winner after completion of that procedure.</p> <p>If duration of the contract is extended beyond the original deadlines in the contract, for reasons to blame the private beneficiary, it is not possible to invoke the provisions that establish the price adjustment because the contractor is entitled to claim penalties and / or damages according to applicable contractual provisions.</p>



	STEPS	OPERATIONS
6	Contract implementation	<p>All contractual commitments will be followed exactly.</p> <p><b>Rules for amending the contract:</b></p> <p>2. Changing the value of the contract can be done in case of service and works up to 20% of the contract value, but not exceeding the thresholds set out in Article 9 lit. c and c1 in O.U.G no. 34/2006/ monetary value of the financing contract. Eligibility of expenditures is determined by orders of eligible expenses / agreement / contract funding.</p> <p>e) Changes to the contract may be made only during the execution of the contract and have no retroactive effect.</p> <p>f) Any modification extending the duration of the contract must be such that implementation is carried out before the expiry of the relevant financing agreement and payments to be made under the rules of eligibility established by financing contracts.</p> <p>g) You can not change the addenda to the contract provisions of the tender documents or the winning bid which led to the award of the contract.</p> <p>h) The purpose of the addendum must be closely related to the original contract.</p>

At the end of the procurement process a file will be completed containing, for the purchase order procedures with an estimated value exceeding the threshold set by Article 19 of the Ordinance no.34/2006, the following documents:

Crt. No.	Documents to be included in procurement file	Contract of		
		works	supply	services
1.	Note on the determination of the estimated value	✓	✓	✓
2.	Appointment decision of the evaluation committee	✓	✓	✓
3.	Invitations and proof of sending to at least 3 operators / publications of the notice	✓	✓	✓
4.	Evidence of procedure re-launching within 30 days (if applicable)	✓	✓	✓
5.	Specifications / technical project execution (for works contracts)	✓		
	Tender documentation	✓	✓	✓
6.	Documentation clarifications and responses (if any)	✓	✓	✓
7.	Original offers addressed to the Beneficiary (including NTC certificates / declarations of inconsistency with conflicts of interest)	✓	✓	✓
8.	Requests for clarifications and responses received (if any) during the assessment	✓	✓	✓
9.	Minutes of contract awarding / cancellation	✓	✓	✓



10.	Proof of communicating the outcome of the procedure to all bidders	✓	✓	✓
11.	Procurement contract	✓	✓	✓
12.	Addenda	✓	✓	✓
13.	Other relevant documents	✓	✓	✓

Violation of this procedure will lead to the application of financial corrections in accordance with the Ordinance nr.66/2011 on preventing, finding and punishing irregularities appeared in the use of European funds and / or national public funds.

**Documents to be submitted by the private beneficiary to verify administrative expenditures under the contract (for paper documents, one copy):**

1. Note on the determination of the estimated value;
2. Proof of the transmitting the invitation to at least 3 operators and the publication of the notice in the newspaper;
3. Procurement contract (with the winning bid annex)
4. Addenda (where applicable);
5. Statement on own responsibility from the beneficiary that comply with the "Procedure for the award by private beneficiaries of contracts for goods, services or works financed from structural instruments";
6. Declaration on own responsibility showing that operators participants / members of the evaluation commission are not in any of the situations described in Art. 14 of O.U.G no. 66/2011 on preventing, finding and punishing irregularities appeared in the collection and use of European funds and / or their respective national public funds;
7. CD of scanned documents (PDF format) that make up the procurement file (free documents submitted on paper);
8. Certificate from the Trade Registry for all bidders;
9. Documents proving fulfillment of contractual obligations (eg takeover processes, etc.).

