

CERTIFICATE No. 039 CMS
SR EN ISO 9001:2008
SR EN ISO 14001:2005
SR OHSAS 18001:2008



CERTIFICATE
NO. 121
ISO 9001:2001

Trade Register No.: J/29/959/05.05.2004; T.I.C.: RO 16395551
Account open at UniCredit Tiriac Bank Romania, Ploiești Branch
COD IBAN: RO23BACX0000004530621001 for ROL
COD IBAN: RO50BACX0000004530621000 for USD
COD IBAN: RO93BACX0000004530621002 for EUR
Address: Ploiești – Târgoviște Highway Km.8;
Telephone: 0344080230; 0244/544549; 0244/434022; Fax: 0244/434022
Registered capital: 10,847,960 RON, fully paid
E-mail: office@elettra.ro; Website: <http://www.elettra.ro>

No.: **853**
Date: **18 of October, 2011**



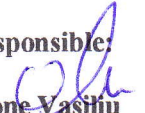
APPROVED,
General Manager,

Sandor LOVASZ

TENDER DOCUMENTATION
related to the public procurement contract

„CNC milling tool, equipment 3”, CPV 42990000-2

Prepared by:

Technical responsible:
Engineer

Andone Vasiliu

Note: The tender documentation is available in Romanian. If necessary, its translation in English will be provided. In case of mismatch between terms, the Romanian version shall prevail.

T A B L E O F C O N T E N T S :

SECTION I	PURCHASE DATA SHEET
SECTION II	SPECIFICATIONS
SECTION III	<p>FORMS :</p> <p>Form 1 – Declaration of eligibility;</p> <p>Form 2 – Declaration of the failure to comply with the situations referred to in art. 181 of GEO no. 34/2006;</p> <p>Form 3 – Declaration of the failure to comply with the situations referred to in art. 69¹ of GEO no. 34/2006, with its subsequent amendments;</p> <p>Form 4 – Declaration “Certificate of participation in the tender with independent offer”</p> <p>Form 5 – Statement on the quality of participant in the proceeding;</p> <p>Form 6 – General information</p> <p>Form 7 – Similar experience</p> <p>Form 8 – Tender form</p> <p>Form 9 – Letter of submission</p> <p>Form 10 – Litigation act</p> <p>Form 11 - Declaration</p>
SECTION IV	Supply Contract

SECTION I

PURCHASE DATA SHEET

I. 1. CONTRACTING AUTHORITY

Name: S.C. Elettra Communications S.A. Tax Code: RO 16395551	
Address: Ploiești-Târgoviște Highway, Km.8, Ploiești, Prahova County, Romania	
Locality: Ploiești	Country: Romania
Contact person: 1. For information and clarifications on the tender documentation: Sandor LOVASZ	Telephone: +4 0244 434022 Fax: +4 0244 434022
E-mail: sandor.lovasz@selex-comms.com Internet address: www.elettra.ro	

I.2 Main activity or activities of the contracting authority

<input type="checkbox"/> ministries or other public authorities including the regionally or locally subordinated ones <input type="checkbox"/> national agencies <input type="checkbox"/> local authorities <input type="checkbox"/> other authorities governed by public law <input type="checkbox"/> European institution / international organization <input checked="" type="checkbox"/> Other: Company	<input type="checkbox"/> central public services <input type="checkbox"/> defense <input type="checkbox"/> public order / national security <input type="checkbox"/> environment <input type="checkbox"/> economic and financial activities <input type="checkbox"/> health <input type="checkbox"/> building and land management planning <input type="checkbox"/> social protection <input type="checkbox"/> culture, religion and recreation <input type="checkbox"/> education <input checked="" type="checkbox"/> Other: Manufacturing industry
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The contracting authority purchases on behalf of other contracting authority
YES NO

I.3 Other information and / or clarifications can be obtained at

SC Elettra Communications SA, Ploiești-Târgoviște Highway, Km.8, Ploiești, Prahova County, Romania
Deadline for the receipt of requests for clarification: 28.10.2011, 10.00 Deadline for submission of the response to clarifications: 31.10.2011, 16.00 The requests for clarification can be sent by e-mail to: sandor.lovasz@selex-comms.com Tender documentation can be downloaded from the Internet address: www.elettra.ro

I.4 Grant source:

The project co-financed 50% of non-reimbursable European funds by the European Regional Development Fund within the “Increase of the Economic Competitiveness” Sectorial Operational Program (SOP CCE) 2007-2013, Priority 1 “An innovative and eco-efficient production system”, Key area of intervention D1 .1 “Productive investments and preparation for market competition of enterprises, especially of SMEs”, Operation “Support for strengthening and modernization of the productive sector by tangible and intangible investments” for large enterprises and SC Elettra Communications SA own sources.

NOTE:

The tenderer / tenderers will bear at own cost all the expenses associated to the development and presentation of the offer and the accompanying documents.

I.5.1 Litigations

Any disputes can be placed at the Contracting Authority in maximum 5 working days from the receiving of the offering evaluation and winning offer adjudication minute. The litigation act shall be formulated in writing by the tenderer. The recommended form for the litigation act is to be found within Section III, **Form number 10** – Litigation act.

In case of rejection of the litigation the tenderer can address **Ploiesti Court of Appeal - Contentious and Administrative and Fiscal Department** in 5 working days from receiving the litigation rejection without any limitation to the Contracting Authority regarding the contract signing with the winning tenderer. **The litigation act can be rejected as being late or non valid if it's not forwarded to the Contracting Authority in the right time or locations mentioned above.**

I.5. Institutions responsible for settling any litigation:

Name of the competent court: Ploiesti Court of Appeal – Contentious-Administrative and Fiscal Department		
Address: 4 Emil Zola Street, Prahova County		
Locality: Ploiești	Zip code: 100043	Country: Romania
E-mail: ca-ploiesti-info@just.ro	Telephone: +40 244522445	Fax: +40 244522452
Internet address:		

I.6. Problem solving

SC Elettra Communications SA will clarify in writing/fax/e-mail any dispute lodged by bidders in connection with the assignment.

NOTE

This is a public acquisition in accordance with the internal procurement rules.

The economic operator will examine carefully and will comply with all instructions, forms, conditions and specifications of the tender documentation. The failure to provide any information or documents provided by the Tender Documentation has the effect of rejecting the offer.

By submitting a bid, the Tenderer accepts in full and without restriction under this tender documentation as an unique basis for conducting this procedure, regardless of his/her own conditions of sale, to which he/she gives up by submitting the offer. All reserves included in the tender offer lead to the rejection of the offer.

The Bidders shall bear exclusive liability for the proper examination of the Tender Documentation, as well as in order to obtain all necessary information on any conditions and obligations that may affect in any way the amount or the nature of the offer or the performance of the contract.

In addition, by submitting the bids, the bidders shall be deemed aware of all the operations or activities which represent the object of this tender procedure and of the contract resulting from it.

II: OBJECT OF THE CONTRACT

II.1) Description

Name of the contract: „Purchase of CNC milling tool, equipment 3 ”		
II. 1.2) Name of the contract and location of the work, the place of delivery or performance		
(a) Works <input type="checkbox"/>	(b) Products <input checked="" type="checkbox"/>	(c) Services <input type="checkbox"/>
Execution <input type="checkbox"/>	Purchase <input checked="" type="checkbox"/>	Category of service 2A <input type="checkbox"/>
Design and execution <input type="checkbox"/>	Leasing <input type="checkbox"/>	2B <input type="checkbox"/>
Achievement by any means under the requirements specified by the contracting authority <input type="checkbox"/>	Rental <input type="checkbox"/>	
	Purchase on the installment plan <input type="checkbox"/>	
Main location of the work: _____ _____	Place of delivery of products: Address of the Contracting Authority: SC Elettra Communications SA, Ploiești-Târgoviște Highway, Km.8, Ploiești, Prahova County, Romania	Main place of performance: _____ _____
II. 1. 3) The procedure is completed by: <i>Public procurement agreement:</i> <input checked="" type="checkbox"/>		
The conclusion of a master agreement: <input type="checkbox"/>		
II. 1.4) The duration of the public procurement agreement: Maximum 2 months but no later than 15/01/2012		
II.1.5) Information on the master agreement:		
Master agreement with several operators <input type="checkbox"/>	<i>No master agreement</i>	
No. <input type="checkbox"/> <input type="checkbox"/> or, if necessary, no. <input type="checkbox"/> <input type="checkbox"/> at most of participants in the concerning master agreement		
Duration of the master agreement: Not applicable		
Ability to resume the competition with the signatories of the master agreement YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
II.1.6) Division on lots: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
The tenderer is tendering for: One lot: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
II.1.7) Alternative tenders are accepted		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

II.2) The amount, scope and estimated value of the contract

II.2.1) Amount of the contract: Lot 1 - estimated value 488.547 RON (114,000.00 EURO) without VAT - CNC milling tool, equipment 3, according to section 2.1 of Annex XIV to the grant agreement 152904/23.03.2011 – 1 piece,	
Options	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If any, describe these options:	

III. SPECIFIC CONDITIONS OF THE CONTRACT

III.1) The participation guarantee:	YES <input type="checkbox"/> <i>NO</i> <input checked="" type="checkbox"/>
III.2) Other particular conditions of the contract (if any) III.2.1. Reserved contract (If YES, short description) III.2.2. Other (If yes, describe) The procurement contract may be terminated for one or more lots, except for Lot 1 and Lot 9, for which the tenders are developed at the equipment level, and at the lot level, respectively.	YES <input type="checkbox"/> <i>NO</i> <input checked="" type="checkbox"/> <i>YES</i> <input checked="" type="checkbox"/> NO <input type="checkbox"/>
III.3) Performance guarantee 5% of the supply contract value, established inside the contract	<i>YES</i> <input checked="" type="checkbox"/> NO <input type="checkbox"/>

IV: PROCEDURE

IV.1) Selected procedure			
Open auction	<input type="checkbox"/>	Negotiation with accelerated participation notice	<input type="checkbox"/>
Private auction	<input type="checkbox"/>	Negotiation without participation notice	<input type="checkbox"/>
Accelerated private auction	<input type="checkbox"/>	<i>Request for offer</i>	<input checked="" type="checkbox"/>
Competitive dialogue	<input type="checkbox"/>		

IV.2) Final stage of the electronic auction YES NO

If yes, additional information about the electronic auction

IV.3.) The legislation applied

1. **Government Emergency Ordinance no. 34/2006** on the assignment of public procurement contracts, public works concession contracts and service concession contracts, as amended and supplemented;

2. **Government Decision no. 925 of July 19, 2006** for the approval of the norms for the application of the provisions relating to the assignment of public procurement contracts of the Government Emergency Ordinance no. 34/2006 on the assignment of public procurement contracts, public works concession contracts and service concession contracts, as amended and supplemented.

3. **Government Emergency Ordinance no.30/2006**, regarding the verification of the procedural aspects related to the process of assignment of the public procurement contracts, as amended and supplemented;

4. **Government Decision no. 942/2006** for the approval of the norms for the application of the provisions relating to the verification of the procedural aspects related to the process of assignment of the public procurement contracts, as amended and supplemented.

5. **Government Decision no. 782/2006** for the approval of the Rule of organization and operation of the National Council for Solving Complaints, as amended and supplemented.

6. **Law no. 554/2004** of the administrative contentious, as amended and supplemented.

7. **Ministry of Public Finance Order no. 1792/2002**, for the approval of the Methodological Norms regarding the commitment, validation, authorization and payment of the public institutions and the organization, recording and reporting of the budgetary and legal commitments, as amended and supplemented;

8. **Government Decision no. 264/2003** on establishing the actions and expenditure categories, criteria, procedures and limits for payments in advance of the public funds, republished, with its subsequent amendments.

9. **Annex VII, Internal procurement rules** – Procurement Guidelines for private economic operators, beneficiaries of the IEC SOP issued in the Applicant’s Guide, Financial support for investment in large enterprises, March 2010.

10. **The other regulations, instructions, and applicable community and national laws.**

V. QUALIFICATION CRITERIA

V.1. Personal situation of the tenderer:	
V.1.1. Declaration of eligibility <i>Requested</i> <input checked="" type="checkbox"/> <i>Unrequested</i> <input type="checkbox"/>	
<u>Romanian individuals / legal entities</u>	Minimum mandatory condition: Form no. 1 – “Declaration of eligibility” shall be filled
<u>Foreign individuals / legal entities</u>	Minimum mandatory condition: The presentation of any document found enlightening in this regard, in the tenderer’s country of origin or the country in which the tenderer is established, such as certificates, criminal records or equivalent documents issued by the competent authorities of that country. In case in the home country or the country in which the tenderer is established does not issue the documents mentioned above, or the documents do not cover all the situations referred to in art. 180, the contracting authority <u>will accept an affidavit or an authenticated declaration made before a notary, of an administrative or judicial authority or a professional association with expertise in this respect.</u> <i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language, accompanied by a certified translation thereof into Romanian)</i>
<u>Associates</u>	Minimum mandatory condition: If the bid is submitted by an association of economical operators, each partner will provide the documents mentioned above.
V.1.2. Declaration of failure to comply with art. 181 of GEO no. 34/2006, with its subsequent amendments	
<i>Requested</i> <input checked="" type="checkbox"/> <i>Unrequested</i> <input type="checkbox"/>	
<u>Individuals / legal entities</u>	Minimum mandatory condition: Form no. 2 – “Declaration of failure to comply with art. 181” shall be filled <i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language, accompanied by a certified translation thereof into Romanian)</i>
<u>Associates</u>	Minimum mandatory condition: If the bid is submitted by an association of operators, each partner will provide the documents mentioned above.

<p><u>V.1.3. Declaration of failure to comply with the situations referred to in art. 69¹ of GEO no. 34/2006, with its subsequent amendments</u></p> <p style="text-align: center;">Requested <input checked="" type="checkbox"/> Unrequested <input type="checkbox"/></p>	
<p><u>Individuals / legal entities</u></p>	<p><u>Minimum mandatory condition</u> The bidder must fill Form No. 3. <i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language, accompanied by a certified translation thereof into Romanian)</i></p> <p><u>If the bid is submitted by an association of operators, each partner will present the document mentioned above.</u></p>
<p>V.1.4. Declaration “Certificates of participation in the tender with independent offer”</p> <p style="text-align: center;">Requested <input checked="" type="checkbox"/> Unrequested <input type="checkbox"/></p>	
<p><u>Individuals / legal entities</u></p>	<p>The minimum mandatory qualification requirement is the presentation by the economic operator (<i>leader, partner</i>) of the documents below: The bidder must fill Form No. 4. <i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language, accompanied by a certified translation thereof into Romanian)</i></p>
<p>V.1.5. Statement on the quality of participant in the proceedings</p> <p style="text-align: center;">Requested <input checked="" type="checkbox"/> Unrequested <input type="checkbox"/></p>	
<p><u>Individuals / legal entities</u></p>	<p><u>Minimum mandatory condition:</u> The bidder must fill Form No. 5.</p> <p><i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language, accompanied by a certified translation thereof into Romanian)</i></p> <p>The bidder is not entitled, under this procedure, otherwise reject the offer as unacceptable:</p> <p>a) to submit two or more individual and / or joint applications / offers;</p> <p>b) to submit individual and / or joint offers and to be nominated as sub-contractor in another tender;</p> <p>c) to submit individual and / or joint offers and to be nominated as associate in another tender;</p> <p>d) The affiliated companies have the right to participate in the same award procedure, but only if their participation is not likely to distort the competition.</p> <p>Affiliated company means any subject of law:</p> <p style="padding-left: 20px;">1. on which another subject of law may exercise directly or indirectly a dominant influence; <i>or</i></p>

	<p>2. which can exert a dominant influence on subject of law; <i>or</i></p> <p>3. which, due to the association with a subject of law, is under the dominant influence of another subject of law.</p>
<u>Associates</u>	<p><u>Minimum mandatory condition:</u> If the bid is submitted by an association of economical operators, each partner will present the document mentioned above.</p>
<p>V.2. Suitability to pursue the professional activity (registration) <i>Requested</i> <input checked="" type="checkbox"/> <i>Unrequested</i> <input type="checkbox"/></p>	
<u>Romanian individuals / legal entities</u>	<p><u>Minimum mandatory condition</u> (see section 1 and section 2):</p> <p>1. The finding certificate issued by the Trade Register Office, in original, certified true copy <u>valid from the opening of the tenders or certified copy marked with “According to the original”</u>, showing:</p> <p>a) that the activity of the bidder includes activities subject to the public procurement;</p> <p>b) that there are no entries relating to bankruptcy or liquidation, business administration by an insolvency practitioner or on the initiation of a legal proceeding to be declared in one of these situations,</p> <p style="text-align: center;">and</p> <p>2. Registration certificate issued by the National Trade Register Office, certified true copy or certified photocopy marked with “According to the original”</p>
<u>Foreign individuals / legal entities</u>	<p><u>Minimum mandatory condition:</u> Documents proving a form of registration / certification or the membership from the professional point of view. The documents shall be submitted in photocopy and certified translation in Romanian.</p>
<u>Associates</u>	<p><u>Minimum mandatory condition:</u> If the bid is submitted by an association of economical operators, each partner will present the document mentioned above.</p>
<p>V.3. THE ECONOMIC AND FINANCIAL SITUATION</p>	
<p>V.3.1. General information Requested <input checked="" type="checkbox"/> Unrequested <input type="checkbox"/></p>	

<u>Individuals / legal entities</u>	<p>The bidder must fill Form No. 6 – “General information” which shows that the following minimum qualification requirements for economic and financial situation are achieved:</p> <p>1. It is requested that the turnover of the last three years (i.e. 2008, 2009 and 2010), according to the balance sheet submitted, must be at least twice in EURO / year for the offered lot but not less than 50.000 EURO / year</p> <p>The conversion in RON / EURO shall be made at the average rate set by the NBR for the respective year <i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language, accompanied by a certified translation thereof into Romanian)</i></p>
<u>Associates</u>	<p><i>If the bid is submitted by an association of economical operators, the calculation of the net result of the exercise will be done cumulatively. Also, the association of economical operators will present a summary sheet for the joint association, signed by the legal representative of the shareholder assigned as a leader, as well as the individual summary sheets for each partner, signed by the legal representatives of each associate.</i></p>
<p>V.3.2. Balance sheet Requested <input checked="" type="checkbox"/> Unrequested <input type="checkbox"/></p>	
<u>Romanian individuals / legal entities</u>	<p><u>Minimum mandatory condition:</u> The balance sheet as at 31.12.2010, endorsed and registered to P.F.A., copies of the balance sheet signed and stamped according to the original.</p>
<u>Foreign individuals / legal entities:</u>	<p><u>Requirement:</u> The presentation of the balance sheet for 2010, in case the publication of this balance sheet is required under the law of the country where the tenderer (individual or association, in which case each partner will present these documents), endorsed and registered by the competent bodies The respective document must be presented in certified copy for the conformity with the original. The document referred to will be sent in the original language, accompanied by a certified translation thereof into Romanian.</p>
<u>Associates</u>	<p><u>Requirement</u> If the bid is submitted by an association of economical operators, each partner will present the document mentioned above.</p>
<p>V.4. Technical and / or professional capacity</p>	
<p>V.4.1. List the main provisions in the last three years to verify the similar experience in the field: Requested <input checked="" type="checkbox"/> Unrequested <input type="checkbox"/></p>	
<u>Individuals / legal entities</u>	<p>The Declaration on the list of main services in the last 3 years shall be filled (Form no. 7). <i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language,</i></p>

	<i>accompanied by a certified translation thereof into Romanian)</i>
V.4.2. Documents issued by the accredited bodies which confirm the certification of the Quality System	Requested <input type="checkbox"/> Unrequested <input checked="" type="checkbox"/>
<u>Individuals / legal entities</u>	Copies shall be presented of the documents issued by the accredited certification bodies which confirm and attest that the quality management system are implemented in accordance with the requirements of the standard with series SR-EN-ISO 9001:2008 or equivalent for the products offered. <i>(In case of bidders with nationalities other than Romanian, the documents mentioned above will be sent in the original language, accompanied by a certified translation thereof into Romanian)</i>
The failure to present the documents required under Chapter V may result in the disqualification of the bidders.	

VI. DEVELOPMENT OF THE OFFER

VI.1. Language of the bid	Romanian or English
VI.2. The validity of the offer	60 days
There is the possibility to offer one or more lots and the technical and financial proposal will be developed for each lot offered in part, except for Lot 1 for which bids are developed at the level of the equipment and Lot 9, for which the bids are drawn at the level of the set.	

VII) PRESENTATION OF THE TENDER

VII.1 Language of the bid	Romanian or English
VII.2 The validity of the offer	60 days from date of opening of tenders
VII.3 Presentation of the technical proposal	<u>Minimum mandatory condition:</u> The technical proposal will be developed in accordance with all the requirements of the tender documentation and will be placed in an envelope with the mention “Technical proposal”. The tenderer shall submit the technical proposal, in conjunction with the tender documentation. The failure to submit the technical proposal results in the disqualification of the offer as being inconsistent.
VII.4 Presentation of the financial proposal	The financial proposal is developed under Form 8 - Tender Form in the DDP conditions delivery according to Incoterms 2011. The contract price is in RON or EURO and remains stable and unchanged throughout the development of the contract.

VII.5 Presentation of the offer

a) Address to which the offer can be submitted:

S.C. Elettra Communications S.A., Ploiești-Târgoviște Highway, Km.8, Ploiești, Prahova County, Romania

The offer is transmitted with a letter of submission in the format specified in **Form no. 9** in Section III - FORMS), sent in original.

In case of participation of associates, a legalized copy of the associate's agreement shall be attached to the letter of submission.

The letter of submission, as well as any authorization of a representative of the tenderer to participate in the opening session will not be included in the envelope containing the offer, being presented separately, simultaneously.

The tenders submitted by any other means will not be considered. The tenders submitted to an address other than the one indicated will be rejected as unacceptable and returned unopened.

b) Deadline for the submission of the offer:

Date: 04.11.2011 hour: 12.00

c) Number of copies:

The offer is submitted in an original copy.

d) Presentation:

The envelope will contain three sealed and stamped envelopes with :

Envelope no. 1: Qualification documents;

Envelope no. 2: Technical Proposal;

Envelope no. 3: Financial Proposal.

The inner envelopes should be marked with the name, address and telephone / fax number of the tenderer to enable the return of the tender without being opened, if the respective offer that is declared as delayed.

The exterior envelope / package, which includes the three envelopes as required above, shall bear the following mandatory information:

The name, address and telephone/ fax number of the tenderer;

The title of the contract for which the tender is submitted:

Selection of procurement bids – CNC milling tool,

	<p>equipment 3, for the project entitled “Modernization and capacity increase of S.C. Elettra Communications S.A.” (AM SOP CCE contract no. 152904-23.03.2001). It shall bear the mention: “DO NOT OPEN BEFORE 04.11.2011 hour 14.00”</p> <p>The address of the contracting authority and to which the tender is submitted: S.C. Elettra Communications S.A., Ploiești-Târgoviște Highway, Km.8, Ploiești, Prahova County, Romania</p> <p>If the outer envelope is not marked according to the above mentions, the contracting authority does not assume any responsibility for losing the supply. THE FAILURE TO SUBMIT THE TECHNICAL AND / OR FINANCIAL PROPOSAL RESULTS IN THE DISQUALIFICATION OF THE TENDERER – the offer being deemed unacceptable</p> <p>Any erasure, addition, interlining or writing over the previous one are valid only if they are approved by the person / persons certified / authorized to sign the offer and / or, where appropriate, by the issuer of the document.</p> <p>The documents will be numbered and signed on each page by the representative / representatives authorized / certified to employ the bidder by contract. In the case of documents issued by official institutions / bodies entitled to this respect, the respective documents should be signed and sealed as required by law.</p> <p>The bidders are required to number and sign each page of the offer, and to attach a summary of the documents submitted.</p> <p>e) Alternative tenders NO ALTERNATIVE OFFERS SHALL BE ACCEPTED. THE BIDDERS DO NOT HAVE THE OPTION TO SUBMIT ELECTRONIC TENDERS.</p> <p>f) Risks Offer transmission risks, including force majeure, shall be borne by the tenderer.</p> <p>g) Rejection of the offer: The offer submitted will be rejected in the opening session in accordance with Art. 33, paragraph 3, letter. a) of GD. 925/2006 with its subsequent amendments.</p>
VII. 6. Deadline for the submission of tenders	Date:04.11.2011, hour:12.00

<p>VII.7 Possibility to withdraw or amend the offer</p>	<p>The bidder is entitled to withdraw its offer, by written request addressed to the contracting authority before the date and time of opening of the tenders.</p> <p>The bidder may modify the contents of the offer, until the date and time set for the submission of tenders, addressing to the contracting authority an application for return of the proposal for the amendment. The contracting authority is not responsible about the possibility of the tenderer to submit the new offer, amended, up to the date and the time limit set in the tender documentation.</p>
<p>VII.8 Rejection of the bids</p>	<p>The bids will be rejected if they fall within the situation in which the offer was submitted after the date and time limit set for submission or to an address other than those set out in the participation notice;</p>
<p>VII. 9 Opening of tenders</p>	<p>1. Time, date and place of opening of the bids: Place of opening of the bids: S.C. Elettra Communications S.A., Ploiești-Târgoviște Highway, Km.8, Ploiești, Prahova County, Romania Date 04.11.2011 hour 14.00</p> <p>2. Requirements for the participants in the opening session: The authorized representatives of the bidders.</p>

VIII. ASSIGNMENT CRITERIA

VIII .1. The lowest price	<input type="checkbox"/>	
VIII.2. THE MOST ADVANTAGEOUS ECONOMIC OFFER	<input checked="" type="checkbox"/>	
<u>EVALUATION OF THE TENDERS</u>		
Each offer assessment factor is up to 100 POINTS to which the following share (%) is added:		
<p>A. <i>Share of the Financial Offer Assessment Factor = 30% ,</i> B. <i>Share of the Technical Offer Assessment Factor = 70% ,</i> According to the following table:</p>		
a) <u>THE TENDER ASSESSMENT TABLE</u>		
Item	ASSESSMENT CRITERIA	MAXIMUM SCORE GRANTED
P.	<i>FINANCIAL OFFER - The final price (the price that is compared in order to grant the score is the total amount, of the financial proposal, according to Form no. 13 without VAT)</i>	100 Points
T.	<i>TECHNICAL OFFER (scores given according to the table in the technical specifications chapter for each piece of equipment and according to the warranty period and the delivery time given)</i>	100 Points

b) THE CALCULATION ALGORITHM

b.1. The score for the “FINANCIAL OFFER” assessment factor is given as follows:

- a) for the lowest of the prices offers (noted with **price_{min}**) the maximum score given for the evaluation factor is granted, i.e. 100 points;
- b) for a price (noted with **P_n**) other than provided for in point a), the score is calculated following this formula:

$$P = (\text{price}_{\min} / P_n) \times 100, \text{ where } P_n = \text{the current offer price}$$

The prices which are compared in order to grant the scoring are the prices offered according to Form no. 13 for products / services performance required by the specification, excluding VAT.

b.2. The score for the “TECHNICAL OFFER” assessment factor is given as follows:

- Depending on the Technical Specification:

The score for the achievement of the requirements of technical specifications table denoted by **T1 – maximum 70 points**, is made of the sum of the points obtained as a result of achieving the requirements of the technical requirements table of the specification relating to the product offered.

Note: For the **total failure to fulfill the requirements or the partial fulfillment 0 (zero) points are granted** and for the fulfillment of the requirement the score given in the table with the technical specifications of the specification is granted.

- Depending on the given warranty period (in months):

The score obtained depending on the warranty period given for each product denoted by **T2 - maximum 20 points** is given as follows:

- a) for the longest warranty period (denoted by the **maximum warranty period**) shall be granted:

$$\mathbf{T2=20\ points,}$$

- b) for a tendered period (denoted by **warranty period (n)**), other than the one provided at point a), the score is given by the following formula:

$$\mathbf{T2(n)= (warranty\ period\ (n) / maximum\ warranty\ period) \times 20\ points}$$

where **the warranty period (n)** is the period proposed in the offer (n) which is assessed.

- Depending on delivery time (in months):

The score obtained according to the delivery time offered for each product is denoted by **T3 - maximum 10 points**, is given as follows:

- a) for the lowest delivery term (denoted by **minimum delivery term**) shall be granted:

$$\mathbf{T3=10\ points,}$$

- b) for a term delivery (denoted by **delivery term (n)**) other than the one provided at point a), the score is given by the following formula:

$$\mathbf{T3(n)= (minimum\ delivery\ term / delivery\ term\ (n)) \times 10\ points}$$

where **delivery term (n)** is the delivery time proposed in the offer (n) which is assessed.

The total score (denoted by T) for the “Technical Offer” assessment factor is calculated as follows:

$$\mathbf{T=T1+T2+T3\ (maximum\ 70+20+10=100\ points)}$$

Notes: - All scores are calculated to two decimal places;

- If a bidder does not meet the requirements specified in the tender documentation corresponding to an assessment factor (financial bid and / or technical offer), then the respective factor will be granted 0 points.

b.3. Final score of the offer (denoted by PCT):

The bid with the highest score, given by adding the scores obtained in section b.1 (financial bid) and b.2 (technical bid) weighted accordingly by 30% and 70%, shall be declared the winning bid.

$$PCT=(P*30\%) + (T*70\%) \text{ points, where:}$$

PCT = the final score of the offer,

IX. PUBLIC PROCUREMENT CONTRACT ASSIGNMENT

IX.1. Contract price adjustment	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> The contract price shall be unchangeable during the life of the contract.
IX.2. The guarantee the performance of the contract	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> a) The value of the good execution guarantee of the supply contact: 5% of the contract value; b) The method of establishing the good execution guarantee of the supply contact: letter of guarantee (the model will be determined during the contract negotiation) issued by a bank that is not in reorganization or bankruptcy procedure
IX.3. Procurement contract	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> The attached “Supply contract” model will be signed for acceptance by the tender’s legal representatives and will be attached to the financial bid. Note: 1). If the winning bidder does not sign the contract in the established term, the contracting Authority may sign the contract with the tenderer with the immediately following score, if the offer is appropriate, or may resume the procurement procedure in the same conditions. Depending on the needs of the Contracting Authority and relating to the content of the technical and financial proposals submitted by the winning tenderer, the contracting Authority and the successful tenderer may decide to add and / or improve the clauses of the contract, in order to reflect the real situation of the contract execution conditions. 2). The presumption of legality and authenticity of the presented documents: The tenderer assumes the exclusive responsibility for the legality and authenticity of all the presented documents in original and/or copy at tendering. The analysis of the documents presented by the tenderers by the evaluation committee does not engage any responsibility or obligation as to their acceptance of authenticity or legality and does not exclude sole responsibility of the tenderer in this aspect.

SECTION II:

SPECIFICATIONS

I. General information:

a) **The contracting authority (beneficiary): S.C. Elettra Communications SA.,** Tax Code: RO 16395551, Ploiești, Ploiești-Târgoviște Highway, Km 8, Prahova County, Tel./fax : +4 0244 434022, Web: www.elettra.ro,

Project: “Modernization and capacity increase of S.C. Elettra Communications S.A.” (AM IEC SOP contract no.152904-23.03.2001).

The project co-financed 50% of non-reimbursable European funds by the European Regional Development Fund within the “Increase of the Economic Competitiveness” Sectorial Operational Programme (SOP CCE) 2007-2013, Priority 1 “An innovative and eco-efficient production system”, Key area of intervention D1 .1 “Productive investments and preparation for market competition of enterprises, especially of SMEs”, Operation “Support for strengthening and modernization of the productive sector by tangible and intangible investments” for large enterprises.

SC ELETTRA COMUNICATIONS S.A. finances from own sources 50% of the eligible expenses as well as ineligible expenses.

- b) The tender documents are part of the tender documentation of the procurement contract.
- c) The evaluation of the tenders will be based on the conditions imposed by the specification by complying with the criteria set out in the Acquisition Data Sheet.
- d) Offering products with features less inferior to those provided in the specifications or which do not meet the requirements of the specifications, will be declared a non-compliant bid and will be rejected.

II. Minimum mandatory requirements required by the Specifications:

1. Subject of the supply contract.

The supply contract supposed the supply, installation and commissioning, at the social residence of the contracting Authority, of the following:

No.	Lot	Product name (subject of the acquisition procedure)	M/U	Quantity
1	Lot 1	CNC milling tool, equipment 3, according to section 2.1 of Annex XIV to the grant agreement 152904/23.03.2011	pc	1

Lot 1 - estimated value **488.547 RON (114,000.00 EURO)** without VAT

- CNC milling tool, equipment 3, according to section 2.1 of Annex XIV to the grant agreement 152904/23.03.2011 – 1 piece,

Minimum mandatory requirement: the tenderer shall specify in the technical offer that he/she agrees with the requirement for the provision, installation and commissioning of the goods /

products for which bids are submitted at the social residence of the contracting Authority, under a supply contract.

2. Technical Conditions

2.1 General technical requirements:

The technical requirements for the products are set properly for each product in point **13, Technical Specifications**, in Section II, Ch. II.

Minimum mandatory requirement: The technical specifications are minimal. The bidder will fill the “*Technical specification requirements fulfillment presentation sheet*” (according to the model) related to the product offered and will attach the catalog / data sheet, prospectus or other documents confirming the technical characteristics.

2.2 Specific technical requirements:

- The product must be able to work three shifts daily, five days a week,
- The product must be able to work in temperature ranges between 15 ° ÷ 30 ° C without altering the performance,
- The supply of the product (if any) must be made from the national distribution network: 230VAC, or 3x400 VAC at 50 Hz.

Minimum mandatory requirement: The technical specifications are minimal.

2.3 Specifications on the health and safety and the environmental protection

In operation, the product must comply with the national or European health and safety rules and the national / European environmental protection rules.

Minimum mandatory requirement: the tenderer shall specify in the technical bid that the product offered is in compliance with the essential requirements provided in the technical regulations applicable in the European Community on the work health and safety and with the European standards for environmental protection and that upon the delivery he/she will also attach this Certificate of Compliance or the Declaration of Conformity in addition to the other delivery documents. Also, he/she shall specify that the offered product bears the CE conformity marking applied to an attached plate (if necessary).

3. Delivery term:

The product delivery shall be made at the social residence of the contracting Authority according to the procurement contract.

The delivery is deemed completed upon the signing of the reception documents.

Minimum mandatory requirement: the tenderer shall specify in the technical offer the term (chart) of delivery / conditions of supply of the product at the social residence of the contracting Authority.

4. Reception of the products:

The quantitative and qualitative reception of the product will be made, at the social residence of the contracting Authority, in the presence of the delegates of the tenderer / manufacturer.

The product supply, installation, commissioning and demonstration of the operating parameters in accordance with the technical specifications shall be borne by the tenderer.

At the reception at least the following tests will be conducted:

- Proper operation tests.
- Endurance test (if applicable) at least 4 hours.

Upon the final receiving activity, the preparing of the product acceptance documents, signed by the Contracting Parties, shall be conducted.

On the reception date, the tenderer will hand over to the contracting authority the equipment accompanied by:

1. Quality Certificate,
2. Declaration of Conformity / Certificate of conformity with the essential requirements of the technical regulations applicable in the European Community on work health and safety and the European standards for environmental protection,
3. Plate attached to the product with CE Conformity Marking (if necessary),
4. Warranty certificate,
5. Certificate attesting that the product is newer than 2 years,
6. Operation and maintenance manual in Romanian language (if necessary),
7. The album of the equipment's wiring diagrams (if necessary),
8. The documents and materials for the software transfer, according to paragraph 9, Requirements for software supplied with the product / equipment, in Section II, Ch. II (if necessary).

Minimum mandatory requirement: the tenderer shall specify in the technical offer that he/she agrees with the method of reception proposed in this Specification.

5. Payment method

The method of payment is in accordance with the procurement contract.

6. Staff training:

There shall be a proper training of the technical staff for the operation of the product / equipment (hardware and software if applicable) as well as for maintenance operations for a number of min. 3 persons. All costs related to the training of the technical personnel will be borne by the bidder.

Details on the training activities will be established by contractual clauses.

Minimum mandatory requirement: the bidder will specify in the technical offer that upon the delivery, he/she will also make the staff training in order to exploit the product / equipment and for maintenance operations.

7. Warranty:

Type of warrant: general.

Guarantee limits: under the procurement contract.

Warranty period: according to the purchase contract but not less than **12 months** after the commissioning of the product.

Minimum mandatory requirement: the tenderer shall specify in the technical offer the product warranty.

8. Service:

The bidder is obliged to provide free service throughout the warranty period. He/she is also obliged to provide post-warranty service under a contract concluded between the parties.

The tenderer shall submit the list of the units approved which provide service within the warranty and post-warranty period. The approved service units list will be accompanied by copies of their technical licenses, valid from the date of the opening of tenders.

The bidder undertakes to ensure for free, throughout the warranty period, 48 hours emergency technical support, in order to remedy a defect, from the notice given by the Contracting Authority.

The bidder is obliged, during the warranty and post warranty period, to provide, for a fee / under a contract, for the product delivery, the related consumables.

Minimum mandatory requirement: the tenderer shall specify in the technical offer that he/she agrees with the requirement concerning the service provided during the warranty and post-warranty period, in the conditions imposed.

9. Requirements for software products supplied with the product / equipment (if any):

9.1 The product must be delivered to the contracting Authority with the related software (operating system and programs required for the product operation) already installed.

Even if the software was installed on computers, they must be delivered also in software media and accompanied by the Certificate of Authenticity, if any, and the related documentation.

The tenderer will also have to **transfer** to the contracting Authority the **right / license to use** of the software with the hardware / software security items (if any) in accordance with the specifications / requirements of the manufacturer / owner of the software products / licenses and the legislation in force.

9.2 The software purchased from third parties should be transferred to the contracting Authority in accordance with the *End-User License Agreement* and accompanied by the software original media, the associated manuals (if any), the *Certificate of Authenticity* and the invoice / receipt for purchase of the software (if the software manufacturer requires so), in original or true certified copy in accordance with the original.

Minimum mandatory requirement: the tenderer shall specify in the technical offer that he/she agrees with the requirements for delivery and transfer of software, in the conditions imposed.

10. Other requirements:

10.1 The goods / products to be purchased under the project must be certified according to the international specific quality standards, maximum 2 years old.

Minimum mandatory requirement: the tenderer shall specify in the technical offer that the product offered is newer than 2 years and that at the time of delivery he/she will attach this certificate as well, in addition to the other delivery documents.

11. Contents of the Technical Offer:

- A list of the documents contained in the technical offer,
- A sheet of presentation of the fulfillment of the technical specification requirements (according to the model),
- The catalog / data sheet / prospectus and other documents that confirm the technical features,
- Declaration by which the tenderer confirms the fulfillment of the requirements of the specifications for the supply, installation and commissioning of the goods / products for which tenders are submitted at the social residence of the contracting Authority*),
- Declaration by which the tenderer confirms the fulfillment of the requirements of the specification for the compliance with the essential requirements provided in the applicable technical regulations in the European Community on the work health and safety as well as with the European standards of environmental protection*),
- Declaration by which the tenderer confirms the fulfillment of the requirements of the specifications for the acceptance of the products *),
- Declaration by which the tenderer confirms the fulfillment of the requirements of the specifications for the staff training *),
- Declaration by which the tenderer confirms the fulfillment of the requirements of the specifications for the service *),
- List of the approved service units,
- Copies of the technical authorizations for the approved service units, valid from date of the opening of tenders,
- Copy of the warranty and service book for the product offered (if any),
- Declaration by which the tenderer confirms that the product offered is newer than 2 years*),
- Declaration by which the tenderer confirms the fulfillment of the requirements of the specifications for the transfer of software (if any)*).

NOTE *): The declarations can be printed as separate documents and / or may be accumulated totally / partially in one document (model statement in Annex, Form 11).

12.Model "Sheet of presentation of the fulfillment of the technical specification requirements":

Specific technical requirements of the product offered:

Specific technical requirements of the product offered	YES	NO
The product must be able to work three shifts daily, five days a week,		
The product must be able to work in temperature ranges between 15 ° ÷ 30 ° C without altering the performance		
The supply of the product (if any) must be made from the national distribution network: 230VAC, or 3x400 VAC at 50 Hz		

Feature / parameter	M/U	Value / description	YES	NO
Plastics processing		Yes		
Number of axes	nr.	3		
Minimum stroke (X/Y/Z)	mm	600/800/300		
Spindle speed	rot/min	0- 30000		
Useful dimensions of the working table	mm	min. 660x1220		
Spindle rated power (20,000 rpm / min)	kw	min. 4		
Automatic preset of the tool length		Yes		
Positioning accuracy (VDI 3441)	mm	min. +/- 0,015		
Positioning repeatability (VDI 3441)	mm	min. +/- 0,015		
Number of positions in the tool changer	nr.	min. 9		
Tool holder type		HSK32 or higher		
Tool holder	pc.	min. 7		
Automatic tool change		Yes		
Effective medium "chip to chip" tool changing time	sec	max. 12		
Numerical command / control		The possibility of import .dxf type files		
		The possibility of programming simple profiles on the dashboard		
		Axis position memory system for voltage drops		

Requirement provided in the technical specification			Feature of the product offered			Document showing the product feature and the page where it can be found (if the product feature is not found in a catalog / presentation brochure of the tenderer / manufacturer, a separate attachment document will be presented, in which it is expressly referred to)
Caracteristică / parametru	U/M	Valoare	Caracteristică / parametru	U/M	Valoare	
Distance between table – working head	mm	min 300	Distance between table – working head	mm		
Distance between table – portal	mm	min 200	Distance between table – portal	mm		
Rapid feed rate	m/min	min. 30	Rapid feed rate	m/min		
Thrust per axis	N	min. 500	Thrust per axis	N		
Acceleration on the axis X, Y, Z	m/sec ²	min. 4,5	Acceleration on the axis X, Y, Z	m/sec ²		
Number of positions in the tool changer	pc.	min. 12	Number of positions in the tool changer	pc.		
Tool holder HSK32 or higher	pc.	min. 9	Tool holder	pc.		
Collets diameters: 4, 6, 8, 10 mm		Yes	Collets diameters: 4, 6, 8, 10 mm			
Maximum tool diameter	mm	min. 13	Maximum tool diameter	mm		
Safety enclosure		Yes	Safety enclosure			
Maximum size	mm	1600x1800x2000	Maximum size	mm		
Tool changing time	sec	max. 12	Tool changing time	sec		
Programmable interface		Yes	Programmable interface			

13. Technical specifications:

13.1 Technical specifications CNC milling tool – Equipment 3 – Lot 1

The product: CNC milling tool – Equipment 1, according to section 2.1 of Annex XIV to the grant agreement 152904/23.03.2011, is an automatic, interactive and high productivity machine for processing plastic parts. The milling tool is required in order to meet the requirements for increased the milling capacity (B1.3.1 according to the technologic flow for the grant application submitted).

13.1.1 Minimal technical specifications

No.	Feature / parameter	M/U	Value / description
1	Plastics processing		Yes
2	Number of axes	nr.	3
3	Minimum stroke (X/Y/Z)	mm	600/800/300
4	Spindle speed	rot/min	0- 30000
5	Useful dimensions of the working table	mm	min. 660x1220
6	Spindle rated power (20,000 rpm / min)	kw	min. 4
7	Automatic preset of the tool length		Yes
8	Positioning accuracy (VDI 3441)	mm	min. +/- 0,015
9	Positioning repeatability (VDI 3441)	mm	min. +/- 0,015
10	Number of positions in the tool changer	nr.	min. 9
11	Tool holder type		HSK32 or higher
12	Tool holder	pc.	min. 7
13	Automatic tool change		Yes
14	Effective medium “chip to chip” tool changing time	sec	max. 12
15	Numerical command / control		The possibility of import .dxf type files
			The possibility of programming simple profiles on the dashboard
			Axis position memory system for voltage drops

Minimum mandatory requirement: Minimum technical specifications are required. The technical bids which do not meet the minimal technical specifications are **disqualified**.

13.1.2 Technical specifications

Score	Feature / parameter	M/U	Value
3	Distance between table – working head	mm	min 300
3	Distance between table – portal	mm	min 200
5	Rapid feed rate	m/min	min. 30
5	Thrust per axis	N	min. 500
5	Acceleration on the axis X, Y, Z	m/sec ²	min. 4,5
5	Number of positions in the tool changer	pc.	min. 12
5	Tool holder holder HSK 32 or higher	pc.	min. 9
5	Collets diameters: 4, 6, 8, 10 mm		Yes
5	Maximum tool diameter	mm	min. 13
10	Safety enclosure		Yes
4	Maximum size	mm	1600x1800x2000
10	Tool changing time	sec	max. 12
5	Programmable interface		Yes
Total 70			

NOTE: The technical specifications are subjected to evaluation according to the score obtained for each feature / parameter. For the features / parameters which are missing or which are not complying with the values imposed in the table, the score awarded will be 0 (zero). **The total score obtained will be used to evaluate the technical bids.**

Minimum mandatory requirement: The bidder will fill the "Sheet of presentation of the Fulfillment of the Technical Specification Requirements" (according to the model) and will attach the catalog / data sheet (prospectus or other documents confirming the technical characteristics) of the product offered.

SECTION III

FORMS

Section III contains the forms intended, on the one hand, to facilitate the development and presentation of the offer and the accompanying documents and, on the other hand, to enable the evaluation committee to perform a rapid and accurate examination and evaluation of all bids.

Each bidder participating individually or as a partner, to the procedure for the public procurement contract assignment, is required to submit the forms provided in this section, duly completed and signed by the authorized persons.

TENDERER

(name)

DECLARATION OF ELIGIBILITY

_____, undersigned, authorized representative of _____,

(name and social residence/address of the economic operator)

declare on oath, under the penalty of exclusion from the procedure and sanctions applied by making false in public documents, that we are not in the situation referred to in art. 180 of the Government Emergency Ordinance no. 34/2006 on the assignment of public procurement contracts, public works and services concession contracts, approved with amendments by Law no. 337 / 2006, and that in the last five years I have not been convicted by final decision of a court for the participation in activities of a criminal organization, corruption, fraud and / or money laundering, respectively.

I declare that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to ask, for the verification and confirmation of the statements, any evidence available.

Date of filling.....

Economic operator,

(authorized signature)

ECONOMIC OPERATOR / TENDERER

(name)

DECLARATION

on the failure to comply with the situations referred to in art. 181 of the GEO no. 34/2006

....., undersigned, authorized representative of

.....
(name of the economic operator),

as a candidate / bidder / tenderer / associate /third party tenderer, supporter of the candidate / tenderer, in the bidding procedure for the assignment of the public procurement contract having as subject „.....”, **code CPV 42990000-2** on the public procurement procedure organized by SC Elettra Communications SA, I declare on oath that:

a) I am not bankrupt or in liquidation, my business is not run by a judicial administrator or my commercial activities are not suspended and are not the subject of an arrangement with creditors. Also, I am not in a situation similar to the previous ones, regulated by law;

b) I am not subjected to a legal procedure for declaring me in one of the situations referred to in point a);

c) I met my obligations to pay taxes and social security contributions to the budgets of the general consolidated budget, in accordance with the laws in force in Romania or in the country in which I am residing by the date requested;

d) In the last two years, I met the contractual obligations and I did not produced serious damage to the beneficiaries;

e) I was not convicted, in the past three years, by the final decision of a court for an act which brought prejudice to the professional ethics or for committing a professional error.

I declare that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to ask for the verification and confirmation of the statements, any evidence that we have available.

I understand that if this statement is untrue I am liable for breach of criminal law regarding false statements.

Economic operator,

.....

(authorized signature)

To be filled by each member of the association, if the bid is submitted by an association

To be sent on paper with letterhead containing information on the legal entity submitting the offer
ECONOMIC OPERATOR

(name of the bidder company)

DECLARATION

on the failure to comply with the situations referred to in art. 69¹ of GEO no. 34/2006, with its subsequent amendments

1. _____, undersigned, as

(tenderer / candidate / associate bidder / sub-contractor),
at _____,
(name of the bidder company)

under art. 69¹ of the Government Emergency Ordinance no. 34/2006 regarding the assignment of public procurement contracts, public works concession contracts and service concession contracts, with its subsequent amendments, declare on oath, under the penalty of perjury the following:

- I do not have as members of the board / governing or supervisory body and / or shareholders or associates, persons who are spouses or close family relatives to the fourth degree including, holding decision-making positions within the Company or the related companies.
- I am not involved in trade relationships, as provided in Art. 69 letter a) of GEO no. 34/2006, as amended and supplemented, with people who hold decision-making positions within the Company or the related companies.

2. _____, undersigned, declare that I will immediately inform the contracting authority if changes occur in this statement at any point during the course of the procedure for assignment of the public procurement contract, or if we will be the winners of this tender, during the execution of the public procurement contract.

3. I also declare that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to ask for the verification and confirmation of the declarations, statements and documents accompanying the offer, any additional information.

4. I hereby authorize any institution, company, bank, other legal persons to provide information to the authorized representatives of SC Elettra Communications SA, Ploiesti-Targoviste Highway, Km.8, Prahova County, Romania, on any technical and financial aspect in connection with our work.

Economic operator

(Name and position of the authorized person)

(authorized person's signature and stamp, if necessary)

To be filled by each member of the association, if the bid is submitted by an association, and by each of the declared sub-contractors, if any.

Economic operator,

(name)

CERTIFICATE of participation in the tender with an independent offer

I. _____, undersigned, legal representative/representatives of _____ company / association which will participate in the public procurement procedure organized by SC Elettra Communications SA, as contracting authority, dated _____ I/we hereby certify that the information is true and complete in all respects.

II. I / we certify hereby certify, on behalf of _____, the following:

1. I have read and understood the contents of this certificate;
 2. I/we agree on our disqualification from the public procurement procedure in the conditions in which the things stated are found to be untrue and / or incomplete in any respect;
 3. Each signature on this document represents the person designated to submit the participation offer, including for the terms contained in the offer;
 4. Under this certificate, competitor means any individual or legal entity other than the bidder in whose behalf we formulate this certificate, bidding within the same public procurement procedure or which could bid, meeting the conditions of participation;
 5. The offer submitted was designed and formulated independently of any competitor, without any consultation, communication, understandings or arrangements with them;
 6. The offer submitted does not contain elements derived from agreements between competitors regarding prices / rates, calculating methods / formulas, the intention to offer or not in this procedure or the intention to include in the respective offer items that, by their nature, are not related to the subject of the respective procedure;
 7. The offer submitted does not contain elements derived from agreements between competitors in terms of quality, quantity, specifications of particular products or services;
 8. The details presented in the offer were not disclosed, directly or indirectly, to any competitor before the official moment of the public opening, noticed by the contractor.
- III.** Subject to the penalties provided by the law in force, I/we declare that those recorded in this certificate are true and completely in accordance with the reality.

Tenderer,

Date

Legal representative / representatives
(signatures)

To be filled by each member of the association, if the bid is submitted by an association, and by each of the declared sub-contractors, if any.

TENDERER

.....
(name)

DECLARATION ON THE QUALITY OF PARTICIPANT IN THE PROCEDURE

1., undersigned, authorized representative of.....[*name of the economic operator*], declare on oath, under the penalty of perjury, that in the bidding procedure for the assignment of the public procurement contract having as subject ".....", code CPV 42990000-2, dated, organized by SC Elettra Communications SA , participate and submit the tender:

- on my behalf;
- as associate in the association.....;
- as sub-contractor of.....;
(Check the appropriate option.)

2. I declare that:

- I am not a member of any group or network of economic operators;
- I am a member of the group or network whose data recognition list is presented in the annex.
(Check the appropriate option.)

3. I declare that I will immediately inform the contracting authority if changes occur in this statement at any point during the course of the procedure for assignment of the public procurement contract, or if we will be the winners of this tender, during the execution of the public procurement contract.

3. I also declare that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to ask for the verification and confirmation of the declarations, statements and documents accompanying the offer, any additional information, for the verification of the data comprised in this statement.

4. I hereby authorize any institution, company, bank, other legal persons to provide information to the authorized representatives of SC Elettra Communications SA, Ploiesti-Targoviste Highway, Km.8, Prahova County, Romania, on any technical and financial aspect in connection with our work.

Date of filling... ..

Tenderer,

.....
(authorized signature)

To be filled by each member of the association, if the bid is submitted by an association, and by each of the declared sub-contractors, if any.

Economic operator,

(name)**GENERAL INFORMATION ¹**

1. Name: _____

2. Tax Code: _____

3. Address of the Social Residence: _____

4. Telephone: _____

Fax: _____

Telex: _____

E-mail: _____

5. Registration certificate: _____

(number, date and place of registration)

6. Scope of activity, on areas: _____

(in accordance to the provisions on the own statute)

7. Local subsidiaries / branches offices, if any: _____

(full addresses, telephone / telex / fax, registration number)

8. Home business market: _____

9. Economic and financial situation:

Financial data ²	2008 RON	2009 RON	2010 RON
Turnover			

Tenderer,

*(name of legal representative, in print)*_____
(authorized signature)
_____*1 - To be completed by each member of the association, if the bid is submitted by an association.**2 – The values are expressed in RON. The bidders who need to convert other currencies into EURO, will use the annual average exchange rates set by the National Bank of the country in which the recording has been made and they will specify the rates used.**3 - If the bid is submitted by an association, a summary sheet for the overall association will be submitted, signed by legal representative of the associate assigned as a leader, and also individual summary sheets for each associate individually, signed by the legal representatives of each associate, including the leader.*

SIMILAR EXPERIENCE

**DECLARATION
ON THE MAIN PROVISIONS OF SERVICES IN THE LAST THREE YEARS**

I, undersigned, authorized representative of
(name and residence/ address of the candidate / tenderer), declare on oath, under the penalties of perjury in public documents, that the data presented in the attached table are real.

I declare on oath that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to ask for the verification and confirmation of the declarations, statements and documents accompanying the offer, any additional information, for the verification of the data comprised in this statement.

I hereby authorize any institution, company, bank, and other legal persons to provide information to the authorized representatives of SC Elettra Communications SA, (name and address of the contracting authority) on any technical and financial aspect in connection with our work.

Economic operator,

.....

(name of legal representative, in print)

.....

(authorized signature)

No.	Object of the contract	Name of the Beneficiary / Address	Total value of the contact	Duration of the contract
1				
2				
3				
.....				

TENDERER

(name)

TENDER FORM

To **SC Elettra Communications SA, Ploiești-Târgoviște Highway, Km.8, Prahova County, Romania**

1. Having examined the tender documentation for „_____”, code CPV 42990000-2, we, undersigned, representatives of the tenderer _____, offer to provide:

No.	Equipment	Offered amount (excluding VAT) in the condition of delivery of DDP Ploiești
1	* to be filled with the name of the lot, the equipment and with the reference to the position in annex XIV to the grant agreement for each lot/equipment/set offered	
Total offer		

in accordance with the provisions and requirements of the above documentation.

2. We commit, if our tender is successful, to deliver the products to the terms stipulated in the Specification.

3. We commit to keep this offer valid for a period of 60 (sixty) days, ending on _____, and it shall remain binding upon us and may be accepted
(day / month / year)

any time before the expiry date.

4. Pending the conclusion and signing of the procurement contract, this offer, together with the communication sent by you, by which our tender declared to be successful, will constitute an employment contract between us.

5. We understand and agree that, if our tender is to be successful, to sign the procurement contract within 15 days from the date of the communication of the outcome of the contract assignment procedure.

6. We understand that you are not obliged to accept the tender presenting lowest price or any other offer that you can receive.

Date ____/____/____

Tenderer,

.....(name of the economic operator)

..... (name and signature of the authorized person)

Date ____/____/____

_____, as _____, legally

(name of the authorized person) (position)

authorized to sign the tender for and on behalf of

_____.

(name of the tenderer)

(signature)

TENDERER

Registered at the social residence of the contracting authority
no. _____ / ____ . ____ . 2011

(name)

LETTER OF SUBMISSION

To **SC Elettra Communications SA, Ploiești-Târgoviște Highway, Km.8, Prahova County, Romania**

(full name and address of the contracting authority)

As a result of your invitation on the commencement of the procedure for the assignment of the provision contract for „_____”
we _____

(name of the tenderer)

send to you attached the following:

1. The package sealed and clearly marked, containing, the original copies of:

a) the offer for: „_____ (***) _____”;

*** to be filled with the name of the lot, the equipment and the reference of its position in Annex XIV to the grant agreement for each lot/equipment/set offered

b) the documents making up the offer:

- Envelope no. 1: Qualification documents;
- Envelope no. 2: Technical offer;
- Envelope no. 3: Financial offer.

We hope that our offer is suitable and meets your requirements.

Filling date ____ . ____ . 2011

Best regards,

Economic operator,

(authorized signature)

Header of litigator

.....

Litigation act

..... (Denomination of litigator), headquarters in
....., registration code/number, legally
represented by as, as tenderer/candidate for the assignment procedure dated for
the acquisition contract (*contract object*), Organised by the Contracting Authority
..... (*name of the Contracting Authority*), headquarters in (*Contracting Authority
address*),

we formulate the present **Litigation act** trough which I solicit:

- cancelation of the act.....
- to oblige the Contracting Authority to emit an act.....
- to oblige the Contracting Authority to adopt the necessary measures needed to remedy the act/acts that affect the assignment procedure

(*Nominate the attacked act/acts*).

The reasons behind this litigation act are:

de facto de jure

In support of this litigation act we depose the following evidence:

.....
.....

..... Date,
Legal representative (Surname/name readable)

Section IV

Contract de furnizare nr. _____ data _____	Supply Agreement no. _____ date _____
<p>1. Părțile contractante</p> <p>S.C. Elettra Communications S.A., înființată în anul 2004, înmatriculată la Oficiul Registrului Comerțului Prahova sub nr. J29/959/2001, cod de înregistrare fiscală RO 16395551, cu sediul în Municipiul Ploiești, șoseaua Ploiești-Târgoviște, Km. 8, județul Prahova, România, tel/fax 0244434022, având conturi deschise la UniCredit Tiriac Bank, sucursala Ploiești</p> <p style="padding-left: 40px;">- RO23BACX0000004530621001 pentru ROL</p> <p style="padding-left: 40px;">- RO93BACX0000004530621002 pentru EURO</p> <p>În calitate de achizitor, prin reprezentant legal Sandor Lovasz, Director General</p> <p style="text-align: center;">și</p> <p>.....denumirea operatorului economic adresă telefon/fax număr de înmatriculare cod fiscal cont (trezorerie, bancă)</p> <p>..... reprezentată prin (denumirea conducătorului), funcția..... în calitate de furnizor, pe de altă parte.</p> <p>2. Definiții</p> <p>2.1 - În prezentul contract următorii termeni vor fi interpretați astfel:</p> <p>a. contract –prezentul contract și toate anexele sale;</p> <p>b. achizitor și furnizor - părțile contractante, așa cum sunt acestea numite în prezentul contract;</p> <p>c. prețul contractului - prețul plătit furnizorului de către achizitor, în baza contractului, pentru îndeplinirea integrală și corespunzătoare a tuturor obligațiilor asumate prin contract;</p> <p>d. produse - echipamentele, mașinile, utilajele,</p>	<p>1. Contracting parties</p> <p>S.C. Elettra Communications S.A., founded in 2004, registered at the Trade Register Office of Prahova under no. J29/959/2001, tax identification code RO 16395551, located in Ploiești, Ploiești-Târgoviște Highway, Km. 8, Prahova County, Romania, tel. / fax 0244434022 with accounts opened at UniCredit Tiriac Bank, Ploiești branch</p> <p style="padding-left: 40px;">- RO23BACX0000004530621001 for ROL</p> <p style="padding-left: 40px;">- RO93BACX0000004530621002 for EURO</p> <p>as purchaser, by the legal representative Sandor Lovasz, CEO</p> <p style="text-align: center;">and</p> <p>.....name of the economic operator address telephone/fax registration number tax code account (treasury, bank)</p> <p>..... represented by..... (name of the manager), as..... as supplier, on the other hand.</p> <p>2. Definitions</p> <p>2.1 - In this contract the following terms shall be interpreted as follows:</p> <p>a. agreement – this contract and all its annexes;</p> <p>b. purchaser and supplier – the contracting parties, as they are referred to in this contract;</p> <p>c. contract price – the price to be paid to the supplier by the purchaser, under the contract, for the full and proper performance of all the obligations under the contract;</p> <p>d. products – the equipment, machinery,</p>

orice alte bunuri, cuprinse în anexa/anexele la prezentul contract, pe care furnizorul se obligă, prin contract, să le furnizeze achizitorului;

e. **servicii** - servicii aferente livrării produselor, respectiv activitățile legate de furnizarea produselor, cum ar fi transportul, asigurarea, instalarea, punerea în funcțiune, asistența tehnică în perioada de garanție și orice alte asemenea obligații care revin furnizorului prin contract;

f. **origine** - locul unde produsele au fost realizate, fabricate. Produsele sunt fabricate atunci când prin procesul de fabricare, prelucrare sau asamblare majoră și esențială a componentelor rezultă un produs nou, recunoscut comercial, care este diferit, prin caracteristicile sale de bază, prin scop sau prin utilitate, de componentele sale. Originea produselor și serviciilor poate fi distinctă de naționalitatea furnizorului;

g. **destinație finală** - locul unde furnizorul are obligația de a furniza produsele;

h. **termenii comerciali** de livrare vor fi interpretați conform INCOTERMS 2011 – Camera Internațională de Comerț (CIC);

i. **forța majoră** - reprezintă o împrejurare de origine externă, cu caracter extraordinar, absolut imprevizibilă și inevitabilă, care se află în afara controlului oricărei părți, care nu se datorează greșelii sau vinei acestora, și care face imposibilă executarea și, respectiv, îndeplinirea contractului; sunt considerate asemenea evenimente: războaie, revoluții, incendii, inundații sau orice alte catastrofe naturale, restricții apărute ca urmare a unei carantine, embargou, enumerarea nefiind exhaustivă, ci enunțiativă. Nu este considerat forță majoră un eveniment asemenea celor de mai sus care, fără a crea o imposibilitate de executare, face extrem de costisitoare executarea obligațiilor uneia din părți;

j. **zi** - zi calendaristică; **an** - 365 de zile.

(se adaugă orice alți termeni pe care părțile înțeleg să îi definească pentru contract)

3. Interpretare

3.1 - În prezentul contract, cu excepția unei prevederi contrare, cuvintele la forma singular vor include forma de plural și vice versa, acolo unde acest lucru este permis de context.

tools, other goods listed in the Annex / Annexes to this contract, which the supplier is obliged, by contract, to provide to the purchaser;

e. **services** – the services related to the delivery of products, that is, the activities related to the provision of products, such as transport, insurance, installation, commissioning, technical assistance during the warranty period and any other such contractual obligations incumbent to the provider;

f. **origin** – the place where the products were made, manufactured. The products are when, by the product major and essential manufacturing, processing or assembly process a new product results, recognised commercially, which is different, in its basic characteristics, by purpose or utility, from its components. The origin of the products and services may be distinct from the nationality of the supplier;

g. **final destination** – the place where the supplier is obliged to provide the products;

h. **the commercial terms** of delivery will be interpreted according to INCOTERMS 2011 – the International Chamber of Commerce (ICC);

i. **force majeure** – is a circumstance of foreign origin, with extraordinary, absolutely unpredictable and inevitable character, which is outside the control of either party, which is not due to their fault or guilt, and that makes it impossible to execute and to execute the contract; such events are considered : wars, revolutions, fires, floods or other natural disaster, restrictions arising due to a quarantine, embargo, the list being non-exhaustive, but declarative. An event similar to those above that, without creating an impossibility of performance, makes the execution of the obligations of a party extremely expensive, is not considered a force majeure;

j. **day** – calendar day; **year** - 365 days.

(any other terms which the parties agree to define for the contract may be added)

3. Interpretation

3.1 – In this contract, except otherwise provided, the words in the singular form shall include the plural and vice versa where the context so allows.

3.2 - Termenul “zi” sau “zile” sau orice referire la zile reprezintă zile calendaristice dacă nu se specifică în mod diferit.

Clauze obligatorii

4. Obiectul și prețul contractului

4.1. - Furnizorul se obligă să furnizeze, să monteze și să pună în funcțiune, următoarele:

r. crt	Denumire echipament	Cantitatea	Preț unitar (Lei/EURO) fără TVA	Valoare (Lei/EURO) fără TVA
1	se completează cu denumirea lotului, echipamentului și cu referirea la poziția din anexa XIV la contractul de finanțare pentru fiecare lot/echipament/set oferit			
TOTAL				

în perioada/periodele convenite și în conformitate cu obligațiile asumate prin prezentul contract.

Obiectul contractului este considerat îndeplinit dacă produsele achiziționate ajung la parametrii de funcționare conform specificațiilor tehnice solicitate și oferite.

4.2. Prețul contractului se stabilește în Lei sau EURO și este ferm pe toată perioada de derulare a contractului.

4.3. - Achizitorul se obligă să plătească furnizorului prețul convenit pentru îndeplinirea contractului de furnizare.

4.4. - Prețul convenit pentru îndeplinirea contractului, respectiv prețul produselor livrate și al serviciilor accesorii prestate, plătit furnizorului de către achizitor este de Lei/EURO, exclusiv TVA.

4.5. – Graficul efectuării plăților se va stabili la contractare.

5. Durata contractului

5.1. – Durata prezentului contract este de maximum 2 luni de la data semnării acestuia de către ambele părți.

Livrarea este considerată încheiată la data

3.2 – The term “day” or “days” or any reference to days represent calendar days if not mentioned otherwise.

Mandatory clauses

4. Object and price of the contract

4.1. - The supplier undertakes to provide, to install and to commission, the following:

No.	Name of the equipment	Quantity	Unit price (RON/EURO) without VAT	Value (RON/EURO) without VAT
1	to be filled with the name of the lot, the equipment and with the reference to the position in annex XIV to the grant agreement for each lot/equipment/set offered			
TOTAL				

in the period / periods agreed to in accordance with the obligations under this contract.

The object of the contract is considered fulfilled if the purchased products reach the operating parameters as required and offered in the technical specifications.

4.2. The price of the contract is established in RON or EURO and it is stable throughout the execution of the contract.

4.3. – The purchaser undertakes to pay the supplier the price agreed on for the fulfillment of the supply contract.

4.4. – The price agreed on for the fulfillment of the contract, and the price of the additional provided delivered products and services, paid to the supplier by the purchaser is..... RON/EURO, without VAT.

4.5. – The payment schedule shall be established during the negotiation of the supply contract.

5. Duration of the contract

5.1. – The duration of this contract is no more than 2 months from the date of its signature by both parties.

semnării procesului verbal de montare, punere în funcțiune și ajungerea produselor achiziționate la parametrii de funcționare conform specificațiilor tehnice solicitate și oferite.

5.2. - Prezentul contract încetează să producă efecte la data plății către furnizor.

6. Documentele contractului

6.1 - Documentele contractului sunt :

- a) *caietul de sarcini;*
- b) *propunerea tehnică și propunerea financiară;*
- c) *graficul de îndeplinire a contractului;*
- g) *alte anexe la contract.*

7. Obligațiile principale ale furnizorului

7.1 – Furnizorul se obligă să livreze, să monteze și să pună în funcțiune produsele definite în prezentul contract

Nr. crt	Denumire echipament	Cantitatea
1	se completează cu denumirea lotului, echipamentului și cu referirea la poziția din anexa XIV la contractul de finanțare pentru fiecare lot/echipament/set oferit	

7.2- Furnizorul se obligă să furnizeze produsele la standardele și/sau performanțele prezentate în propunerea tehnică.

7.3 - Furnizorul se obligă să furnizeze produsele în perioadele/la datele prevăzute prin graficul de livrare prezentat în propunerea tehnică, anexă la contract.

7.4 - Furnizorul se obligă să despăgubească achizitorul împotriva oricărui:

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

The delivery is deemed completed on the date of signing of the minutes of installation, commissioning and reception of the purchased products at the operating parameters as required and offered in the technical specifications.

5.2. – This contract ceases to have effect upon the payment to the supplier.

6. Contract documents

6.1 – The documents of the contract are as follows:

- a) *the specifications;*
- b) *the technical offer and the financial offer;*
- c) *the schedule for the performance of the contract;*
- g) *other annexes to the contract.*

7. The main obligations of the supplier

7.1 – The supplier undertakes to deliver, install and put into operation the products defined in this contract

No.	Name of the equipment	Quantity
1	to be filled with the name of the lot, the equipment and with the reference to the position in annex XIV to the grant agreement for each lot/equipment/set offered	

7.2- The supplier undertakes to supply the products to the standards and / or performance presented in the technical proposal.

7.3 - The supplier undertakes to supply the products in the periods / dates provided in the delivery schedule presented technical offer, annexed to the contract.

7.4 - The supplier undertakes to indemnify the purchaser against any:

- i) claims and legal proceedings resulting from the infringement of intellectual property rights (patents, names, trademarks, etc.) related to the equipment, materials, facilities or equipment used for or in connection with the products purchased, and
- ii) related damages, costs, charges and expenses of any kind, except where such infringement results from the compliance with the specifications

drawn up by the purchaser.

8. Obligațiile principale ale achizitorului

8.1-Achizitorul se obligă să achiziționeze, respectiv să cumpere și să plătească prețul convenit în prezentul contract.

8.2- Achizitorul se obligă să recepționeze produsele în termenul convenit.

8.3- Achizitorul se obliga sa plătească prețul produselor către furnizor, in termen de 15 zile de la data semnării procesului verbal de montare, punere în funcțiune și ajungerea produselor achiziționate la parametrii de funcționare conform specificațiilor tehnice solicitate și oferate, în următorul cont bancar.....

9. Sancțiuni pentru neîndeplinirea culpabilă a obligațiilor

9.1 –In cazul in care, din vina sa exclusiva, furnizorul nu reuseste sa-si indeplineasca obligatiile asumate, atunci achizitorul are dreptul de a deduce din pretul contractului, ca penalitati, o suma echivalenta cu o cota procentuala din pretul contractului.

Valoarea penalităților va fi de 1% pentru fiecare zi de intarziere, pana la indeplinirea efectiva a obligatiilor.

Achizitorul are dreptul de a rezilia contractul din a 31 a zi de întârziere. Valoarea penalităților nu va putea depăși valoarea contractului.

9.2- În cazul în care achizitorul nu își onorează obligațiile în termen de 28 de zile de la expirarea perioadei convenite, atunci acestuia îi revine obligația de a plăti, ca penalități, o sumă echivalentă cu o cotă procentuală de 1% din plata neefectuata pentru fiecare zi de intarziere, pana la indeplinirea efectiva a obligatiilor.

9.3 - Nerespectarea obligațiilor asumate prin prezentul contract de către una dintre părți, în mod culpabil, dă dreptul părții lezate de a considera contractul reziliat de drept/de a cere rezilierea contractului și de a pretinde plata de daune-interese.

Clauze specifice

10. Garanția de bună execuție a contractului (dupa caz)

10.1 - Furnizorul se obligă să constituie garanția de bună execuție a contractului în cuantum de lei (5% din valoarea contractului

8. The main obligations of the purchaser

8.1- The purchaser undertakes to acquire, and to buy and pay, respectively, the price agreed in the contract.

8.2- The purchaser is obliged to receive the products within the agreed time.

8.3- The purchaser agrees to pay the price for the products to the supplier, within 15 days of signing the minutes of installation, commissioning and receipt of the purchased products at the operating parameters as stipulated in the required and offered technical specifications, the following bank account.....

9. Penalties for culpable failure to execute the obligations

9.1 –In case, by its exclusive fault, the supplier fails to fulfill its obligations, the purchaser is entitled to deduct from the contract price, as penalties, an amount equivalent to a percentage of the contract price.

The value of the penalty will be 1% for each day of delay, until the actual fulfillment of the obligations.

The purchaser has the right to terminate the contract in the 31st day of delay. The penalty value shall not be greater than the contract value.

9.2 – If the purchaser fails to honor its obligations within 28 days after the agreed period, then he/she has the obligation to pay, as penalty, an amount equal to a percentage of 1% of the outstanding payment for each day of delay, to the effective execution of the obligations.

9.3 – The failure to comply with the obligations under this contract by one party, by fault, entitles the injured party to consider the contract lawfully terminated as / to request the termination of the contract and to claim the payment of damages.

Specific provisions

10. Guarantee of the performance of the contract (if necessary)

10.1 - The supplier undertakes to provide the warranty for the performance of the contract in

fără TVA), în termen de maximum 15 zile de la data semnării prezentului de către ambele părți sub sancțiunea anulării acestuia, dacă se va conveni în acest sens cu achizitorul.

10.2 - Achizitorul are dreptul de a emite pretenții asupra garanției de bună execuție, în limita prejudiciului creat, dacă furnizorul nu își execută, execută cu întârziere sau execută necorespunzător obligațiile asumate prin prezentul contract. Anterior emiterii unei pretenții asupra garanției de bună execuție, achizitorul are obligația de a notifica acest lucru furnizorului, precizând totodată obligațiile care nu au fost respectate (dupa caz).

10.3 - Achizitorul se obligă să elibereze garanția de bună execuție în termen de 14 zile de la data încheierii procesului verbal de montare, punere în funcțiune și ajungerea produselor achiziționate la parametrii de funcționare conform specificațiilor tehnice solicitate și oferite (dupa caz).

10.4 - Garanția produselor este distinctă de garanția de bună execuție a contractului.

11. Recepție, inspecții și teste

11.1 - Achizitorul sau reprezentantul său are dreptul de a inspecta și/sau testa produsele pentru a verifica conformitatea lor cu specificațiile din anexa/anexele la contract.

11.2 - *Inspecțiile și testele din cadrul recepției finale (calitative) se vor face la destinația finală a produselor, respectiv : S.C. Elettra Communications S.A., Adresa Șos. Ploiești-Târgoviște, Km. 8, Ploiești, județul Prahova.*

11.3 - Dacă vreunul din produsele inspectate sau testate nu corespunde specificațiilor, achizitorul are dreptul să îl respingă, iar furnizorul are obligația, fără a modifica prețul contractului:

a) de a înlocui produsele refuzate, sau

b) de a face toate modificările necesare pentru ca produsele să corespundă specificațiilor lor tehnice.

11.4 - Dreptul achizitorului de a inspecta, testa și, dacă este necesar, de a respinge, nu va fi limitat sau amanat datorită faptului că produsele au fost inspectate și testate de furnizor, cu sau fără participarea unui reprezentant al achizitorului, anterior livrării acestora la destinația finală.

the amount ofRON (5% of the contract value without VAT), within 15 days from the date of signature by both parties, under the sanction of its cancellation, if so agreed on with the purchaser.

10.2 - The purchaser has the right to have claims on the performance warranty, within the damage caused if the supplier fails to perform, is running late or has improperly executed the obligations under this contract. Prior to issuing a claim on the performance warranty, the purchaser is required to so notify the provider, while stating the obligations which have not been met (if any).

10.3 - The purchaser is obliged to release the performance guarantee within 14 days after the conclusion of the minutes of installation, commissioning and reception of the purchased products at the operating parameters as required and offered in the technical specifications (if any).

10.4 – The product warranty is different from the contract performance warranty.

11. Reception, inspection and testing

11.1 – The purchaser or his/her representative has the right to inspect and / or test the products in order to verify their compliance with the specifications in the annex / annexes to the contract.

11.2 – *The inspections and tests within the final (quality) reception will be made at the final destination of goods, respectively: S.C. Elettra Communications S.A., Address: Ploiești-Târgoviște Highway, Km. 8, Ploiești, Prahova County.*

11.3 – If any of the products inspected and tested does not meet the specifications, the purchaser has the right to reject it and the provider is required, without changing the contract price:

a) to replace the rejected products, or

b) to make all necessary changes for the products to correspond with the technical specifications.

11.4 – The purchaser's the right to inspect, test and, if necessary, to reject, will not be limited or delayed because the products have been inspected and tested by the supplier, with or without the participation of a representative of the purchaser, prior to their final destination delivery.

12. Ambalare și marcare

12.1 - (1) Furnizorul are obligația de a ambala produsele pentru ca acestea să facă față, fără limitare, la manipularea dură din timpul transportului, tranzitului și expunerii la temperaturi extreme, la soare și la precipitațiile care ar putea să apară în timpul transportului și depozitării în aer liber, în așa fel încât să ajungă în bună stare la destinația finală.

(2) În cazul ambalării greutateilor și volumelor în cutii, furnizorul va lua în considerare, unde este cazul, distanța mare până la destinația finală a produselor și absența facilităților de manipulare grea în toate punctele de tranzit.

12.2 - Toate materialele de ambalare a produselor, precum și toate materialele necesare protecției coletelor (paleți de lemn, foi de protecție etc.) rămân în proprietatea achizitorului.

13. Livrarea și documentele care însoțesc produsele

13.1 - Furnizorul are obligația de a livra produsele la destinația finală indicată de achizitor, respectând:

- a) datele din graficul de livrare și
- b) termenul comercial stabilit.

13.2 - (1) La expedierea produselor, furnizorul are obligația de a comunica, în scris, atât achizitorului, cât și, după caz, societății de asigurări datele de expediere, numărul contractului, descrierea produselor, cantitatea, locul de încărcare și locul de descărcare.

(2) Furnizorul va transmite achizitorului documentele care însoțesc produsele:

- factură fiscală;
- certificat de garanție;
- certificat de calitate/ declarație de conformitate;
- certificat conform standardelor de calitate internaționale specifice cu o vechime de maximum 2 ani;
- manual de operare, carte tehnica și catalog piese de schimb în limba română.

13.3 - Certificarea de către achizitor a faptului că produsele au fost livrate parțial sau total se face după instalare, recepție și punere în funcțiune, prin semnarea de primire de către reprezentantul autorizat al acestuia, pe documentele emise de furnizor pentru livrare (proces verbal de recepție și punere în funcțiune).

13.4 - Livrarea produselor se consideră încheiată în momentul în care sunt îndeplinite prevederile

12. Packaging and marking

12.1 - (1) The supplier is obliged to pack the products for them to cope, without limitation, with the rough handling during the transport, transit and exposure to extreme temperatures, sunlight and rainfall that may occur during the transport and storage in the open air, so as to reach the final destination in good condition.

(2) If the weights and volumes are packed in cartons, the supplier will consider, where appropriate, the greater distance to the final destination of the products and the absence of heavy handling facilities at all points during the transit.

12.2 – All product packaging materials and all materials necessary for the protection of packages (wooden pallets, protective sheets, etc.) remain in the property of the purchaser.

13. Delivery and documents accompanying the products

13.1 - The supplier is obliged to deliver the products to the final destination indicated by the purchaser, complying with:

- a) the data in the delivery schedule and
- b) the trade deadline set.

13.2 - (1) Upon the delivery of the products, the supplier is obliged to notify in writing both the purchaser and, where applicable, the insurance company the delivery data, the contract number, the product description, the quantity, the place of loading and the place of unloading.

(2) The supplier will send to the purchaser the documents accompanying the products:

- invoice;
- warranty certificate;
- quality certificate / declaration of conformity;
- certificate according to the specific international quality standards a maximum of 2 years old;
- the operation manual, the technical book and the spare parts catalog in Romanian.

13.3 – The certification by the purchaser that the products were delivered in full or in part is to be made after the installation, commissioning and acceptance, by signing for the receipt by the authorized representative, on the documents issued by the supplier for

clauzelor de recepție a produselor.

13.5 Produsul trebuie să fie livrat achizitorului (dacă este cazul) cu produsele software aferente (sistem de operare și programele necesare funcționării produsului) deja instalate. Produsele software trebuie să fie livrate și pe suport informatic și însoțite de Certificatul de Autenticitate (*Certificate of Authenticity*) dacă este cazul și documentația aferentă. Furnizorul va trebui să transfere achizitorului și dreptul/licența de utilizare a produselor software împreună cu elementele hardware / software de securitate (dacă este cazul), în conformitate cu specificațiile/cerințele

producătorului/proprietarului de produse software/licențe și cu legislația în vigoare.

Produsele software achiziționate de la terți trebuie transferate achizitorului în conformitate cu *End-User License Agreement* și însoțite de suportul informatic original (*original software media*), manuale aferente (dacă este cazul), Certificatul de Autenticitate (*Certificate of Authenticity*) și factura/chitanța de achiziție a produsului software (dacă producătorul produsului software o cere), în original sau în copie autenticată în conformitate cu originalul.

14. Asigurări

14.1 - Furnizorul are obligația de a asigura complet produsele furnizate prin contract împotriva pierderii sau deteriorării neprevăzute la fabricare, transport, depozitare și livrare, până la data recepționării la destinația finală.

14.2. – Transferul riscurilor de la furnizor către achizitor se face o dată cu semnarea documentelor de recepție la sediu achizitorului.

15. Servicii

15.1 - Pe lângă furnizarea efectivă a produselor, furnizorul are obligația de a presta și serviciile accesorii furnizării produselor, fără a modifica prețul contractului. Serviciile constau în montarea, punerea în funcțiune a produselor, efectuare de probe și service.

15.2.- Furnizorul are obligația de a presta serviciile, pentru perioada de timp convenită, cu condiția ca aceste servicii să nu elibereze furnizorul de nicio obligație de garanție asumată prin contract. Perioada de timp convenită pentru

delivery (the reception and commissioning minutes).The delivery is considered completed when the provisions of the clauses of receipt of the products are satisfied.

13.5 The product must be delivered to the purchaser (if necessary) with the related software (operating system and programs required for the product operation) already installed. The product must be delivered also in software media and accompanied by the *Certificate of Authenticity*, if any, and the related documentation. The supplier will have to transfer to the purchaser the right / license to use of the software with the hardware / software security items (if any) in accordance with the specifications / requirements of the manufacturer / owner of the software products / licenses and the legislation in force.

The software purchased from third parties should be transferred to the contracting Authority in accordance with the *End-User License Agreement* and accompanied by the software original media, the associated manuals (if any), the *Certificate of Authenticity* and the invoice / receipt for purchase of the software (if the software manufacturer requires so), in original or true certified copy in accordance with the original.

14. Asigurări

14.1 - The supplier must completely insure the products supplied under the contract against unforeseen loss or damage during manufacturing, transport, storage and delivery, to the receipt at the final destination.

14.2. – The risk transfer from the supplier to the purchaser must be made upon the signature of the receipt documents at the purchaser's social residence.

15. Services

15.1 - In addition to the effective provision of the products, the supplier must provide also the services ancillary to the supply of products, without changing the contract price. The services consist of the installation, commissioning of products, making checks and providing service assistance.

15.2.- The supplier is obliged to provide the services, for the agreed period, provided such services do not exempt the from any warranty

prestarea serviciilor este cea declarată în Propunerea tehnică.

15.3.- Furnizorul se obliga sa acorde service gratuit pe toata perioada de garanție a produselor, iar la expirarea acestei perioade se va oferi service post-garanție.

15.4. - Se va asigura instruirea personalului tehnic al achizitorului pentru exploatarea produsului/echipamentului cât și pentru operațiuni de mentenanță pentru un număr de min. 3 persoane. Toate costurile referitoare la instruirea personalului tehnic vor fi suportate de furnizor.

16. Perioada de garanție acordată produselor

16.1 - Furnizorul are obligația de a garanta că produsele furnizate prin contract sunt noi, nefolosite. De asemenea, furnizorul are obligația de a garanta că toate produsele furnizate prin contract nu vor avea niciun defect ca urmare a proiectului, materialelor sau manoperei sau oricărei alte acțiuni sau omisiuni a furnizorului și că acestea vor funcționa la parametrii solicitați, în condiții normale de funcționare.

16.2 - (1) Perioada de garanție acordată produselor de către furnizor este cea declarată în propunerea tehnică, respectiv minim 12 luni.

(2) Perioada de garanție a produselor începe cu data recepției efectuate după livrarea și instalarea acestora la destinația finală.

16.3 - Achizitorul are dreptul de a notifica imediat furnizorului, în scris, orice plângere sau reclamație ce apare în conformitate cu această garanție.

16.4 - La primirea unei astfel de notificări, furnizorul are obligația de a remedia defecțiunea, fără costuri suplimentare pentru achizitor. Perioada recomandată de remediere a defecțiunilor este de maximum 48 ore de la notificare.

16.5 - Dacă furnizorul, după ce a fost înștiințat, nu reușește să remedieze defectul în perioada convenită, achizitorul are dreptul de a lua măsuri de remediere pe riscul și pe cheltuiala furnizorului și fără a aduce niciun prejudiciu oricăror alte drepturi pe care achizitorul le poate avea față de furnizor prin contract.

17. Ajustarea prețului contractului

obligation under the contract. The agreed period of time for the provision of services is stated in the technical proposal.

15.3.- The supplier undertakes to provide free service throughout the warranty period, and at the termination of this period, post-warranty service will be provided.

15.4. – The training of the technical personnel of the purchaser will be provided, for the operation of the product / equipment and for maintenance operations for a number of min. 3 persons. All the costs related to the training of the technical personnel will be borne by the supplier.

16. Warranty period for the products

16.1 - The supplier must ensure that the products supplied under the contract are new, unused. Also, the supplier must ensure that all products supplied under this contract will have no defect as a result of the project, materials or workmanship or any other act or omission of the supplier and that they will operate at the requested parameters, in normal conditions of operation.

16.2 - (1) The product warranty period granted by the supplier is declared in the technical offer, that is, at least 12 months.

(2) The product warranty period begins with the date of receipt of the products made after the delivery and installation at the final destination.

16.3 - The purchaser has the right to immediately notify the supplier in writing for any claim or complaint which appears under this warranty.

16.4 – Upon the receipt of such notification, the supplier is required to remedy the fault at no additional cost to the purchaser. The recommended troubleshooting period is maximum 48 hours from the notification.

16.5 – If the supplier, having been notified, fails to remedy the defect within the agreed period, the purchaser has the right to take remedial action at the risk and expense of the supplier and without any prejudice to any other rights which the purchaser may have against the provider under the contract.

17.1 - Pentru produsele livrate și pentru serviciile prestate, plățile datorate de achizitor furnizorului sunt cele declarate în propunerea financiară, anexă la contract.

17.2 - **Pretul contractului nu se ajustează.**

18. Subcontractanți

18.1 - Furnizorul are obligația, în cazul în care subcontractează părți din contract, de a încheia contracte cu subcontractanții desemnați, în aceleași condiții în care el a semnat contractul cu achizitorul.

18.2 - (1) Furnizorul are obligația de a prezenta la încheierea contractului toate contractele încheiate cu subcontractanții desemnați.

(2) Lista subcontractanților, cu datele de recunoaștere ale acestora, cât și contractele încheiate cu aceștia se constituie în anexe la contract.

18.3 - (1) Furnizorul este pe deplin răspunzător față de achizitor de modul în care își îndeplinește contractul.

(2) Subcontractantul este pe deplin răspunzător față de furnizor de modul în care își îndeplinește partea sa din contract.

(3) Furnizorul are dreptul de a pretinde daune-înterese subcontractanților dacă aceștia nu își îndeplinesc partea lor din contract.

18.4 - Furnizorul poate schimba oricare subcontractant numai dacă acesta nu și-a îndeplinit partea sa din contract. Schimbarea subcontractantului va fi notificată achizitorului și nu va determina schimbarea prețului contractului.

19. Întârzieri în îndeplinirea contractului

19.1 - Furnizorul are obligația de a îndeplini contractul de furnizare în perioada/periodadele înscrise în graficul de livrare.

19.2 - Dacă pe parcursul îndeplinirii contractului furnizorul nu respectă graficul de livrare sau de prestare a serviciilor, atunci acesta are obligația de a notifica achizitorul în timp util; modificarea datei/periodadelor de furnizare asumate în graficul de livrare se va face cu acordul părților, prin act adițional.

19.3 - În afara cazului în care achizitorul este de

17. Contract price adjustment

17.1 – For the products delivered and the services rendered, the payments due by the purchaser to the provider are those stated in the financial offer, annexed to the contract.

17.2 – **The contract price shall not be adjusted.**

18. Subcontractors

18.1 - The supplier shall, in case he/she subcontracts parts of the contract, to conclude contracts with the subcontractors appointed, under the same conditions in which he/she signed the contract with the purchaser.

18.2 - (1) The supplier is obliged to present, upon the conclusion of the contract, all contracts concluded with the designated subcontractors.

(2) The list of subcontractors, with their identification data, and the contracts concluded with them, are presented in the annexes to the contract.

18.3 - (1) The supplier is fully liable to the purchaser for the way in which he/she performs the contract.

(2) The subcontractor is fully responsible to the supplier for the way in which he/she performs his/her part of the contract.

(3) The supplier is entitled to claim damages to the subcontractors if they do not fulfill their part of the contract.

18.4 – The provider may change any subcontractor only if he/she has not fulfilled his/her part of the contract. Changing the subcontractor will be notified to the purchaser and will not cause the change of the contract price.

19. Delays in the performance of the contract

19.1 – The supplier is obliged to perform the delivery contract in the period / periods included in the delivery schedule.

19.2 - If during the performance of the contract the supplier does not perform the delivery or provision of services under the schedule, then he/she must notify the purchaser in time; the changing of the date / periods of supply assumed in the delivery schedule will be

acord cu o prelungire a termenului de livrare, orice întârziere în îndeplinirea contractului dă dreptul achizitorului de a solicita penalități furnizorului.

20. Forța majoră

20.1 - Forța majoră este constatată de o autoritate competentă.

20.2 - Forța majoră exonerează părțile contractante de îndeplinirea obligațiilor asumate prin prezentul contract, pe toată perioada în care aceasta acționează.

20.3 - Îndeplinirea contractului va fi suspendată în perioada de acțiune a forței majore, dar fără a prejudicia drepturile ce li se cuveneau părților până la apariția acesteia.

20.4 - Partea contractantă care invocă forța majoră are obligația de a notifica celeilalte părți, imediat și în mod complet, producerea acesteia și să ia orice măsuri care îi stau la dispoziție în vederea limitării consecințelor.

20.5 - Partea contractantă care invocă forța majoră are obligația de a notifica celeilalte părți încetarea cauzei acesteia în maximum 15 zile de la încetare.

20.6 - Dacă forța majoră acționează sau se estimează că va acționa o perioadă mai mare de 6 luni, fiecare parte va avea dreptul să notifice celeilalte părți încetarea de drept a prezentului contract, fără ca vreuna din părți să poată pretinde celeilalte daune-interese.

21. Soluționarea litigiilor

21.1 - Achizitorul și furnizorul vor depune toate eforturile pentru a rezolva pe cale amiabilă, prin tratative directe, orice neînțelegere sau dispută care se poate ivi între ei în cadrul sau în legătură cu îndeplinirea contractului.

21.2 - Dacă, după 15 de zile de la începerea acestor tratative, achizitorul și furnizorul nu reușesc să rezolve în mod amiabil o divergență contractuală, fiecare poate solicita ca disputa să se soluționeze fie prin arbitraj la Camera de Comerț și Industrie a României, fie de către instanțele judecătorești din România.

21.3 - Prezentul Contract reprezintă titlu executoriu.

22. Limba care guvernează contractul

22.1 - Limba care guvernează contractul este limba română.

23. Comunicări

agreed by the parties by an addendum.

19.3 - Unless the purchaser agrees to an extension of the delivery term, any delay in the performance of the contract entitles the purchaser to claim penalties to the provider.

20. Force majeure

20.1 - Force majeure is found by a competent authority.

20.2 - Force majeure relieves the contracting parties from the performance of the obligations assumed under this contract, as long as it exists.

20.3 - The fulfillment of the contract will be suspended during the case of force majeure, but without prejudice to the rights pertaining to the parties until their appearance.

20.4 - The contracting party claiming force majeure must notify the other party immediately and completely, about its occurrence and shall take all measures available to limit the consequences.

20.5 - The contracting party claiming force majeure shall notify the other party, about its termination within 15 days of the termination.

20.6 - If the case of force majeure acts or is expected to act for more than six months, each party shall be entitled to notify the other party of the termination of this contract, without any of the other party being entitled to claim damages.

21. Dispute resolution

21.1 - The purchaser and the supplier will make every effort to resolve amicably by direct negotiations any disagreement or dispute that may arise between them under or in connection with the performance of the contract.

21.2 - If, after 15 days of the beginning of these negotiations, the purchaser and the supplier fail to resolve amicably a contract dispute, each may require that the dispute to be settled either by arbitration to the Chamber of Commerce and Industry of Romania or by the courts in Romania.

21.3 - This agreement is enforceable.

22. Language of the contract

22.1 - The language of the contract is Romanian.

23.1 - (1) Orice comunicare între părți, referitoare la îndeplinirea prezentului contract, trebuie să fie transmisă în scris.

(2) Orice document scris trebuie înregistrat atât în momentul transmiterii, cât și în momentul primirii.

23.2 - Comunicările între părți se pot face și prin fax sau e-mail, cu condiția confirmării în scris a primirii comunicării.

24. Legea aplicabilă contractului

24.1 - Contractul va fi interpretat conform legilor din România.

Părțile au înțeles să încheie azi prezentul contract în 2 (două) exemplare, câte unul pentru fiecare parte.

(se precizează data semnării de către părți)

Achizitor

S.C. Elettra

Communications S.A.

.....

LOVASZ SANDOR

(semnatura autorizata)

LS

Furnizor

.....

(semnatura autorizata)

LS

23. Notifications

23.1 - (1) Any notification between the parties, relating to the performance of this contract must be submitted in writing.

(2) Any written document must be recorded both upon the transmission, as well as upon its receipt.

23.2 – The notifications between parties can be made by fax or e-mail, provided there shall be a written confirmation of receipt of the notification.

24. Law applicable to the contract

24.1 - The contract will be interpreted under the laws in Romania.

The parties agreed to conclude today this contract in 2 (two) copies, one for each part.

(specify the date of signing by the parties)

Purchaser

S.C. Elettra

Communications S.A.

.....

LOVASZ SANDOR

(authorized signature)

LS

Supplier

.....

(authorized signature)

LS