

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

Chapter I

DATA SHEET

SECTION I: CONTRACTING AUTHORITY

I.1) NAME, ADDRESSES AND CONTACT POINT (S): Ministry of Communications and Information Society

Address: Bucuresti, Bulevardul Libertatii, Nr. 14, Sector 5, Postal code: 050706, Romania

I.2) Contact point (s): Adrian Găvruta, Tel. +4021 4001190, Email:

adrian.gavruta@comunicatii.gov.ro, Fax: +4021 3114131, URL: www.mcsi.ro.

SECTION II: CONTRACT OBJECT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority: "Consultancy services for the Private Market Economy Operator "

II.1.2) Type of contract and location of works

- services

- Main place of delivery: Bucuresti

II.1.3) The notice involves a public contract

II.1.5) Short description of the contract: II.1.5) Contract covered by the Government Procurement Agreement (GPA): Yes. II.1.5) Short description of the contract or purchase (s): In line with the principles set out in the Commission Communication on the notion of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01).

II.1.6) Common procurement vocabulary (CPV): 66170000-2

II.1.7) Total quantity expected: 132 000 lei Excluding VAT

II.1.8) Division into lots: No.

II.1.9) DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION: Duration in year (s): 2 (from the award of the contract).

II.2) QUANTITY OR SCOPE OF THE CONTRACT:

According to the specifications.

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required

III.1.1.a) Participation guarantee - The amount of the participation guarantee is 1,320 lei. Validity period that will be at least equal to the minimum bid validity period, as requested by the awarding

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documentation. The manner of: a) bank transfer into the account RO87TREZ7005005XXX000150 open to TREASURY OF BUCHAREST b) by a guarantee instrument irrevocably constituted in favor of the contracting entity, issued Under the law of a bank or an insurance company for the related acquisition procedure (according to the form in the Forms and Models section), c) by depositing at the cash desk of the contracting authority the amount requested in cash. In any event, the proof of the participation guarantee will be made at the latest by the deadline and date of submission of the bids. The date for which the LEI / other currency (BNR exchange rate) is determined will be the date of the announcement / invitation.

III.1.1.b) Performance guarantee

The amount of the good execution guarantee is 5% of the contract price excluding VAT. The performance guarantee is constituted by a guarantee instrument issued under the law by a banking corporation or an insurance company, which becomes an annex to the contract. The contracting authority has the right to issue claims on the performance guarantee, at any time during the performance of the sectoral contract, within the limit of the damage created, if the contractor fails to fulfill his obligations under this contract. Prior to the issuance of a claim on the performance guarantee, the contracting authority has the obligation to notify the claim both to the contractor and to the issuer of the guarantee instrument, specifying the obligations that have not been respected, and the manner of calculating the damage. In the case of performance of the performance guarantee, partially or totally, the contractor has the obligation to re-enter the guarantee in the case in relation to the remainder to be executed. The Contracting Authority shall issue the good execution warranty within 14 days from the date of receipt of the minutes of receipt of the products subject to the contract and / or the payment of the final invoice if it has not raised claims to that date. The guarantee of good execution is made within 5 working days from the signing of the sectoral contract.

III.1.2) Main financing conditions and payment arrangements: III.1.2) Main financing conditions and payment arrangements and / or reference to the relevant provisions regulating them:

III.1.3) Legal form to be taken by the grouping of economic operators to whom the contract is to be awarded: Asociere conform art. 53 of Law 98/2016

III.1.4) Applicable law:

A) Law no. 98/2015 on public procurement;
B) GD no.395 / 2016 for the implementing rules of Law no. 98/2016 on public procurement
C) Law no. 101/2016 on remedies and remedies in respect of the award of public procurement contracts, sectoral contracts and works concession contracts and the concession of services, as well as the organization and functioning of the National Council for Solving Complaints

III.2) CONDITIONS FOR PARTICIPATION

III.2.1) Personal situation of economic operators, including requirements relating to enrollment on professional or trade registers

III.2.1.a) Personal situation of the candidate or tenderer Information and formalities necessary for evaluating if requirements are met The offerors, third parties and subcontractors must not find themselves in the situations referred to in Art. 164, 165 and 167 of Law 98/2016. In this respect, tenderers will fill out the declarations on their own responsibility in the form section. The

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supporting documents proving the fulfillment of the ones assumed by completing the declarations shall be presented, at the request of the contracting authority, only by the tenderer placed on the first place in the intermediate rankings drawn up at the completion of the evaluation of the tenders. Documents requested by the contracting authority may be:

1. certificates certifying the lack of debts regarding the payment of taxes, taxes or contributions to the consolidated general budget, the local budget, at the moment of submitting the tenders;
2. the criminal record of the economic operator and of the members of the administrative, management or supervisory body of the economic operator, or of the persons who have the power of representation, decision or control within the economic operator, as it results from the certifying certificate issued by ONRC / constitutive act;
3. where appropriate, documents demonstrating that the economic operator may benefit from certain derogations;

List of persons holding decision-making positions in the contracting authority regarding the organization, running and finalization of the award procedure: Minister: Lucian SOVA - Decision-making function; State Secretary: Maria Manuela CATRINA - decision-making function; Secretary General: Adrian Găvrută - decision function; Director General for Economic, Public and Administrative Procurement: Mihaela Dăneț - decision-making function, Legal and Human Resources Directorate: Alexandra Savu - Deputy Director, General Directorate of Economic.

Note:

1. The contracting authority shall exclude an economic operator at any time during the award procedure, in which it is aware that the economic operator is, in the light of the actions or inactions made before or during the proceedings, in one of the situations referred to in 164, 165 And 167 of Law 99/2016, to attract exclusion from the award procedure.

III.2.1.b) Capacity to exercise professional activity

1. Economic operators submitting a tender must prove a form of registration under the law of the country of residence, that the economic operator is legally constituted, that he is not in any of the situations of cancellation of the establishment and that he has the professional capacity To perform the activities covered by the contract. A declaration on own responsibility by the economic operators participating in the award procedure will be filled in with information related to their situation. The supporting documents proving the fulfillment of the ones assumed by completing the declaration, respectively a certificate issued by the ONRC, or in the case of foreign tenderers, equivalent documents issued in the country of residence shall be submitted, at the request of the contracting entity, only by the tenderer ranked I In the interim ranking of the bid evaluation.

III.2.2) Technical and professional capacity

- a list of the principal services provided during a period covering at most the last 3 years, indicating the values, dates and public or private beneficiaries;
- the cumulative value of the contracts must be at least 132,000 lei

III.2.3.a) Mode of accomplishment

The tenderers will submit the list of the main services provided and the tenderer ranked first will, at the request of the contracting authority, provide documents demonstrating those listed.

SECTION IV: PROCEDURE

IV.1) Award criteria: The most economically advantageous tender in terms of:

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IV.2) Acquisition method: no

IV.2.1) Award criteria: The most economically advantageous tender in terms of: Criteria as stated in contract documents

IV.3) ADMINISTRATIVE INFORMATION

IV.3.1) Language (s) in which tenders or requests to participate may be drawn up: English

IV.3.2) Previous publication (s) concerning the same contract: IV.3.2) Previous publication (s) concerning the same contract:

IV.3.3) Minimum time frame during which the tenderer must maintain the tender: 90 days (from the date stated for receipt of tender)

IV.4) PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.4.1) File reference number attributed by the contracting authority:

By the technical proposal submitted, the tenderer has the obligation to prove the conformity of the services to be provided with the requirements stipulated in the tender specifications. The tenderer must submit a comment, article with article, of the minimum requirements contained in the tender specifications, demonstrating the correspondence of the services offered in the technical proposal with the respective specifications; The contract model itself. Note: The contract model will have the following statement: "We have read and agree without reservation with the terms and conditions of the contract provided in the" Supply contract model "section of the awarding documentation and we agree that if our offer is established As a winner to sign the public procurement contract in accordance with the provisions of the awarding documentation. " The offer is deemed not to be in conformity if it contains proposals to modify the contractual clauses that the contracting authority has established in the tender documentation, which are obviously disadvantageous to the latter, and the tenderer, although informed of the situation, Does not accept the waiver of those clauses. At the same time, any economic operator has the right to request clarifications regarding the content of the awarding documentation and, implicitly, on the mandatory contractual clauses (which are part of the awarding documentation). Thus, if an economic operator considers certain clauses to be defamatory, he may request the clarifying contracting entities, including their modification, so that if these clauses are amended or modified, they are brought to the attention of all interested economic operators before the deadline Submission of tenders. Amendments to the contractual clauses can be submitted once the offer has been submitted.

IV.4.2) Method of presenting the financial proposal:

The bidder must submit the bid form indicated in the Forms section. In the offer form you will specify: the total value of the rendered services expressed in lei, without T.V.A and the value disbursed on each report, in lei without VAT. Tendered prices will not contain decimals. Payment will be made upon completion of the services, subject to specific tax legislation. The payment is made on the basis of the invoice issued by the provider.

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IV.4.3) Time-limit for receipt of tenders or requests to participate

The tenderer shall prepare the tender in accordance with the provisions of the awarding documentation and shall state in its contents the information of the technical proposal and / or financial proposal that is confidential, classified or protected by an intellectual property right under the applicable law. The offer will be submitted to the Registry, ground floor, at M.C.S.I. From Bucharest, Libertății Boulevard, Nr. 14, Sector 5, Postal code: 050706, Romania, directly or by post. Deadline for submitting the offer: 31.07.2017 at 11:00

Deadline for opening bids: 31.07.2017 at 12:00

The bidder must provide a copy of the (technical and financial) offer and original qualification documents. Entry documents are submitted in one original, original. Documents must be printed or written in inappropriate ink and will be signed on each page by the duly authorized representative (s) authorized to engage the tenderer in the contract. Any erasure, addition, interleaving, or writing over the previous is valid only if it is targeted by the person (s) authorized / authorized to sign the offer. All documents required by this document will be enclosed in an outer envelope marked with the object of the procedure, the name and address of the contracting authority and the inscription "DO NOT OPEN BEFORE DATE ..., HOUR ...". The outer envelope will contain 4 sealed envelopes, sealed and marked with the name and address of the bidder, as follows:

Registration documents - ORIGINAL; Qualification documents (in accordance with the provisions of Section II) - ORIGINAL; Technical Proposal - ORIGINAL; Financial proposal - ORIGINAL;

SECTION V: ADDITIONAL INFORMATION

V.1) THE CONTRACT IS NOT PERIODIC

V.2) HOW TO STORE

V.2.1) Body responsible for appeal procedures: Consiliul National de Solutionare a Contestatiilor
Address: Str. Stavropoleos, nr. 6, sector 3, Bucharest, Bucharest, Post Code: 030084, Romania, Tel. +40 213104641, Email: office@cncsc.ro, Fax: +40 213104642 / +40 218900745, URL: <http://www.cncsc.ro>

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CHAPTER II

Task Book

1.OF GENERAL FORMS

1.2. The contracting authority The contracting authority is the Ministry of Communications and Information Society Headquarters: Bucharest, 14 Liberty Boulevard, sector 5 Main object of activity: public authority

2. THE FOLLOWING OBJECTIVES

2.1 Objectives

Increasing the share capital of the Romanian Post Company - S.A. By Law no. 6/2017 of the state budget for 2017, according to art.39, paragraph1 shall also be provided Authorizes the Ministry of Communications and Information Society in its budget year 2017 sa Increase the share capital to CNPR with the amount of 170,000 thousand lei provided in the Ministry's budget Communications and Information Society in Chapter 85.01 "Communications", title 72 "Assets Financial statement "paragraph 72.01.01" Participation in the share capital of commercial companies ", the ministry may increase the state's contribution to the social capital of the National Company" Poșta Română "SA in proportion to the share held, and the other shareholders may participate in the share capital increase proportional to The participation quota held, in compliance with the provisions of Company Law No. 31/1990, republished, with subsequent amendments and completions. The amount provided and approved by the budget is paid by the Ministry of Communications and Information Society, following the procedures in the field of state aid, as contribution to the increase of the social capital of the National Company "Poșta Română" - S.A. Where the Romanian state holds 75% of its share capital. Taking into account the above MCSI as a shareholder at the National Post Company Romanian "- S.A. and representative of the Romanian State as owner, in order to participate in the increase of the social capital of the National Company" Poșta Română "- S.A. intends to acquire the following services: Consultancy services on the conduct of the private market economy operator test (OEP test) to assess whether the Romanian State as the owner, represented by MCSI and as a shareholder of the National Company "Posta Romana" SA, will grant an advantage to this Companies in that they would not act as a private economic operator in the market economy as regards the increase of CNPR's share capital. For the purposes of the OEP test, only the benefits and obligations of the State as owner and operator Economic - with the exception of those related to its quality of public authority - will be taken in account. Examination of the compliance of state intervention by increasing the share capital of CNPR market conditions must take place on an ex-ante basis, taking into account the information Available at the time the intervention was decided. In fact, the Romanian state as a shareholder, like any private economic operator in the economy The market is prudent in making its own ex-ante evaluation of the strategy and a Financial prospects of increasing the share capital of CNPR. The Ministry of Communications and Information Society considers that it is not sufficient to resort to ex-post economic assessments that involve a retrospective finding that the intervention of the state in the increase of the social capital at CNPR. The consultant's opinion will follow the principles set out in the European Commission's Communication On the notion of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

2.2. According to the legal framework in force, namely the Emergency Ordinance no. 77 of 3 December 2014 on national procedures in the field of state aid, as well as for amending and completing the Competition Law no. 21/1996, the Competition Council fulfills the role of a national contact authority in the relations between the European Commission and the public authorities and

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institutions, other state aid providers and state aid beneficiaries involved in State aid procedures and provides specialized assistance in The state aid to the authorities, other suppliers and the state aid beneficiaries, in order to ensure the fulfillment of the obligations assumed by Romania in this field, as a member state of the European Union.

2.3. Purpose of benefits under Article 2.2

The consultant will elaborate the OEP test in which it will present the reasons for the existence or non-existence of the state aid elements incompatible with the European competition law resulting from the project of increasing the share capital of the National Company "Posta Romana" SA, both in the situation in which in the process of increasing the share capital participates all the shareholders of the company and also in the situation where part of the shareholders do not participate in the increase process, taking into consideration also the analysis of the impact in case of a decision on restitution of the state aid granted in breach of the provisions of the legislation European State aid, including the impact of the incidental penalty interest attributable to the European Commission as unlawful state aid. Achievement of the results will be presented in the Service Performance Chart - Annex 1, and is based on performing specific procedures for consulting. The consultant's responsibility is to ensure that the analysis (the OEP test) covered all the areas necessary to assess the capitalization process by increasing the share capital. The Consultant must provide the Technical Proposal describing how the test and the Financial Proposal are being carried out in such a way as to meet the requirements described in this Task Book.

2.4 The main elements to be taken into account when performing the test are, but are not limited to:

- Examination of the State's compliance with market conditions must be carried out on an ex-ante basis, taking into account the information available at the time the intervention was decided;
- It will only highlight the benefits and obligations of the state as an economic operator and not a public authority. Social, fiscal, job-maintaining arguments should not be taken into account.
- It will be demonstrated that the State acted as an economic operator in a market economy in a similar situation. There will be evidence to show that the decision to increase the share capital is based on economic assessments comparable to the assessments which, in the circumstances of the case, a prudent private investor in a similar situation would have done before Make the investment.
- It should be noted that if state intervention is not pari passu with that of private investors, compliance with market conditions can be assessed by comparative analysis or by other valuation methods. This assessment should have as a starting point a medium-term business plan, on the basis of which the profitability of the future investment will be affected. The analysis should realize how the state would recover its investment, based on dividends, the sale of shares, etc. Also, the results of the evaluation should be supported by a sensitivity analysis, such as an evaluation of the results that would be obtained in the different scenarios of economic and financial developments. Thus, the analysis may include more scenarios:

A) A baseline scenario showing the progress of the enterprise when implementing the business plan when indicators of economic and financial developments as well as macroeconomic indicators are in line with the statistics / forecasts existing at the time of the investment decision;

B) A pessimistic scenario and an optimistic scenario in which the value of the enterprise's evolution indicators and / or macroeconomic developments indicators is lower or higher than the value of the indicators in the baseline scenario. This variation of indicators must be based on a workable situation in the future and not on a situation with a very low probability of realization.

3. Content of the Consultant's Report

The final report of the consultant will need to contain substantiated arguments about The existence / non - existence of State aid elements incompatible with Community law in the Competition matters.

The consultant will also assist the MCSI and will participate in the institutional dialogue with the Competition Council and the representatives of the European Commission.

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4. Project Management

The contracting authority is MCSI The contracting authority will appoint a project coordinator to be nominated, represent the authority within this project, and will be responsible for all technical and financial aspects of the project.

The team of consultants will designate a team leader who will represent the contact person from the consultant in relation to the contracting authority.

By the technical proposal submitted, the tenderer has the obligation to prove the conformity of the services to be provided with the requirements stipulated in the tender specifications.

The technical proposal will contain at least the following:

- the concrete way of approaching the action to assess the existence of state aid elements from the perspective of European competition law;
- the deliverables to be submitted by the contracting authority to the European Commission Compliance with the procedures established by the provisions of GEO no.77 / 2014, as subsequently amended and supplemented;
- the contract model itself. Note: The contract model will have to be labeled "We have read and agreed unconditionally with the terms and conditions of the contract provided in the" Service Contract Model "section of the awarding documentation, and we agree that if our offer is Established as winning to sign the public procurement contract in accordance with the provisions of the awarding documentation. "

According to art. 137 par. 3 letter b) of GD no.395 / 2016, the offer is considered non-compliant if Contains proposals to amend the contractual clauses that the authority has established Contracting entity in the awarding documentation, which are obviously disadvantageous to the latter, and the tenderer, although being informed of the situation, does not accept the waiver of those clauses.

At the same time, according to the legal provisions in force, any economic operator has the right to request clarifications regarding the content of the awarding documentation and, implicitly, about the mandatory contract clauses (which are part of the awarding documentation).

Thus, if an economic operator considers certain clauses to be defamatory, he may ask the contracting authorities for clarifications, including their modification, so that if these clauses are amended or modified, they are brought to the attention of all interested economic operators before the deadline Submission of tenders.

The bidder will develop the technical proposal so that it fully complies with the requirements Provided in the specifications.

The financial offer will contain the total value of the services rendered in RON, excluding T.V.A and the value broken down on each report in RON excluding VAT.

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5. CONSULTANT'S PROFILE

The provision of information, data and feed-back are mandatory for the timely execution of this project. For this reason, it is important for the team of consultants to make applications Clear information indicating the date until which information is required for the project to be Conduct according to the plan.

The confidentiality of the information and data collected under this project is mandatory and Must be recorded in the contract between the parties. Any information or data collected in this project may only be published with the written consent of the contracting authority, except in cases where the auditor discovers fraudulent activities that he or she is required to report to the authorities concerned.

6. MINIMUM QUALIFICATION REQUIREMENTS

6.1. Capacity to practice:

- The economic operators submitting the tender must prove a form of registration in accordance with the law of the country of residence, it should appear that the economic operator is legally constituted, that he is not in any of the situations of cancellation of the establishment and that he has the professional To carry out the activities covered by the contract. A declaration on own responsibility will be filled by the economic operators participating in the award procedure with the information related to their situation.

The supporting documents proving the fulfillment of the ones assumed by completing the declaration, respectively the certificate issued by the ONRC, or in the case of the foreign tenderers, equivalent documents issued in the country of residence, shall be submitted at the request of the contracting entity only by the tenderer ranked I in the mid-term ranking of the bid evaluation.

6.2. Technical and/or professional capacity:

- the list of the main services rendered similar to the object of the contract (the "private market economy operator" test) carried out during a period of no more than the last 3 years, indicating the values, dates and public or private beneficiaries;

- the cumulative value of the contracts must be at least 132,000 RON without VAT.

7. LOGISTICS AND DURATION

7.1. Project execution period The EFA test will start after the entry into force of the contract and the official notification of the consultant by the contracting authority. The maximum completion date of the project and submission to the Beneficiary of the reports will be determined together with the consultant at the date of signing the service contract.

7.2. location The OEP test will be carried out at any location will be considered by the consultant to be relevant for its deployment, including at the headquarters of the National Company "Posta Romana" SA or at Its subunits. In so far as the provider will have to travel for Collecting data and information at its expense.

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CHAPTER.III

STANDARDIZED FORMS

REGISTRATION FORM IN THE PROCEDURE

1. Full name of the offeror
(If the tender submitted is a joint tender, all the associated economic operators as well as the association leader will be mentioned)
2. Place of the bidder (full address).
.....
.....
.....
Telephone fax
.....
3. Identification data of the bidder (registration number in the Trade Register and unique registration code)
4. Account (IBAN) and bank where payments will be made by the contracting authority
.....
5. The guarantee for participation in the procedure was constituted on, as follows:
 - Letter of bank guarantee no. issued by the banking company or Guarantee Instrument no. issued by the insurance company
 - Payment order no.
6. The natural person empowered to represent the company in the proceedings
.....

(Name surname)

(Function)

(Authorized signature)

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DELEGATION

SUBORDINATE, WITH ITS HEADQUARTERS IN
....., REGISTERED WITH THE TRADE REGISTER
UNDER NO., CIF, FISCAL ATTRIBUTE, LEGALLY
REPRESENTED BY, IN THE CAPACITY OF, WE
HEREBY EMPOWER THE, LIVING IN
....., IDENTIFIED WITH BI / CI SERIES, NR.
....., CNP, ISSUED BY
....., ON, HAVING THE FUNCTION OF
....., TO REPRESENT US AT CNPR PROCEDURE NO.,
ORGANIZED BY THE CONTRACTING AUTHORITY, MCSI, FOR THE PURPOSE OF AWARDING THE
CONTRACT "....."

IN FULFILLING HIS MANDATE, THE EMPOWERED PERSON WILL HAVE THE FOLLOWING RIGHTS AND OBLIGATIONS:

- 1. SIGN ALL DOCUMENTS AND DOCUMENTS THAT EMANATE FROM THE SUBSCRIBED IN CONNECTION WITH THE PARTICIPATION IN THE PROCEDURE;
- 2. TO PARTICIPATE IN THE NAME OF THE SUBSCRIPTION PROCEDURE AND TO SIGN ALL DOCUMENTS RESULTING FROM AND / OR FOLLOWING THE PROCEDURE.
- 3. RESPOND TO THE CLARIFICATION REQUESTS MADE BY THE EVALUATION COMMITTEE DURING THE PROCEEDINGS.
- 4. SUBMISSION ON BEHALF OF THE SUBSCRIBER OF DISPUTES CONCERNING THE PROCEDURE.

HEREBY, OUR EMPOWERED PERSON IS FULLY AUTHORIZED TO UNDERTAKE THE LIABILITY OF THE SUBSCRIPTION FOR ALL ACTS AND FACTS ARISING FROM PARTICIPATION IN THE PROCEDURE.

DATE NAME OF THE PRINCIPAL

.....

.....
LEGALLY REPRESENTED BY

(NAME SURNAME)

(FUNCTION)

(AUTHORIZED SIGNATURE AND STAMP)

NOTE: THE EMPOWERMENT SHALL BE ACCOMPANIED BY A COPY OF THE IDENTITY DOCUMENT OF THE PERSON EMPOWERED (IDENTITY CARD, IDENTITY CARD, PASSPORT).

ECONOMIC OPERATOR

(Name / name)

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STATEMENT

ON THE LIST OF SUBCONTRACTORS AND THEIR SPECIALIZATION

I, the undersigned tenderer / candidate / authorized representative of (Name and address of the candidate / tenderer), I declare under my own responsibility, under the sanctions applicable to the act of forgery in public documents and the exits in the procedure, that the data presented in the table below are real.

No. crt	Name subcontract	Subcontracting recognition details	Specialization	Part / parts of the contract to be subcontracted

I, the undersigned, declare that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to request any additional information for the purpose of verifying the data in this declaration for the purpose of verifying and confirming the statements, statements and documents accompanying the offer.

I, the undersigned, hereby authorize any institution, commercial company, bank, other legal person to provide information to the authorized representatives of the M.C.S.I. With regard to any technical and financial aspect in connection with our work.

This statement is valid until

(Specify the expiry date of the offer)

ECONOMIC OPERATOR

(Name / name)

BANK
(the name)

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GUARANTEE INSTRUMENT MODEL

For participation with tender in the award procedure of the public procurement contract

By _____

(Name of the contracting authority and full address)

Considering the _____ procedure for awarding the framework agreement _____ (name of the contract), we _____ (name of the issuer) having registered office at _____ (address of the issuer), we are obliged to _____ (name of the contracting entity):

To honor unconditionally any payment request from the contracting authority, within the limit of _____ of the estimated value of the contract / framework agreement, ie the amount of _____ RON (in letters and figures) on its first written request and without the obligation To motivate the respective request if the contracting entity declares that the amount requested by it and due to it is caused by the fault of the bidder, being one or more of the situations under letters a) - c) according to art. 37 paragraph (1) of Government Decision 395/2016):

A) Bidder Withdraws its offer during the period of its validity;

B) the offer of the economic operator being established as winning, does not constitute the guarantee of good execution within the term stipulated in art. . 39 par. (3);

C) the offer of the economic operator being established winner, refuses to sign the sectoral agreement / framework agreement during the The validity of the offer.

Note: If a framework agreement is concluded, the provision in B) is not applicable.

This warranty is valid until _____.

Initiated by the Bank _____ on the day__ luna__ anul_____

If the parties agree to extend the warranty period or to modify certain elements of the offer that have an effect on this engagement, our prior consent will be obtained, otherwise this warranty letter will lose its validity.

The law applicable to this guarantee is Romanian law. Powers to resolve any dispute arising in connection with this warranty of participation are the Romanian courts.

(authorized signature)

Bank

(the name)

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

GOOD EXECUTION BANK GUARANTEE LETTER

By _____

(Name of the contracting entity and full address)

With regard to the public procurement contract _____ (name

Of the contract concluded between _____ as the Contractor and _____ as the Purchaser hereby oblige us to pay to the Purchaser, up to the amount of _____ representing _____% of the value of the contract, any amount required by the Purchaser at the first Its application accompanied by a declaration of non-performance of the contractor's obligations as set out in the above-mentioned public procurement contract.

Payment will be made within the time limit specified in the request, without any further formality from the purchaser or contractor.

This warranty is valid until _____.

If the contracting parties agree to extend the warranty period or to amend certain contractual provisions that have an effect on the bank's engagement, our prior consent will be obtained; Otherwise, this warranty letter will become invalid.

Initialised by the Bank _____ on the day _____.

(authorized signature)

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

Technical proposal

Technical specifications	
Required technical characteristics	Technical features offered

Observe point IV.4.1. From the purchase data sheet on how to submit the technical proposal!

ECONOMIC OPERATOR

.....

(authorized signature)

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

Economic operator

(Name / name)

FINANCIAL PROPOSAL

To

(Name of the contracting entity and full address)

Gentlemen, Examining the awarding documentation, the undersigned _____ (name, surname), representatives of the tenderer _____ (name / name of the tenderer), we offer, in accordance with the provisions and requirements contained in the above mentioned documentation, to provide consulting services Regarding the execution of the private economic operator market economy test (OEP test), for the amount of _____ lei (sum in letters and figures, as well as the currency of the offer), payable after receiving the services, in monthly or quarterly installments (the options not applicable) , Plus value added tax of _____ lei (amount in letters and figures).

We undertake that if our offer is established as winning, provide services and ensure the installation, commissioning, testing and porting of all trunks and telephone lines related to the University and its extensions in the attached time schedule.

We undertake to keep this offer valid for a duration of _____ (duration in letters and numbers), ie by _____ (day / month / year), and it will remain mandatory for us and can be accepted anytime before Expiry of the period of validity.

Until signing and signing the public procurement contract, this offer, together with the communication you submit, through which our offer is winning, will constitute a contract between us.

We specify that:

-

We submit an alternative bid, the details of which are presented in a separate, clearly marked "alternative" bid form;

-

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

We do not submit an alternative offer.

(Check the appropriate option)

6. We understand and consent that, if our offer is established as winning, we provide the performance warranty in accordance with the provisions of the awarding documentation.

7. We understand that you are not required to accept the lowest bid or any offer you may receive.

Date ____ / ____ / ____

_____ signature) as _____, legally authorized to sign the bid for and on behalf of _____ (name / name of economic operator).

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

CANDIDATE / TENDERER

.....

(Name / name)

DETAILED OF THE FINANCIAL PROPOSAL

To

(Name of the contracting entity and full address)

Date of drafting

Date up to which the offer is valid

Service Name	Quantity	Unit price	RON without VAT	VAT amount (%)	RON with VAT
TOTAL					

Signature and stamp

tenderer,

.....

(Authorized signature)

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

CHAPTER IV

Model Contract Service contract

Contracting Parties:

Between:

Ministry of Communications and Information Society, headquartered in Bd Libertății nr. 14, sector 5, Bucharest, having the unique registration code 4220947, account RO32TREZ7005050XXX000345, open to the Treasury and Public Accountancy Activities of the Municipality of Bucharest phone 0213114106, represented by Lucian ȘOVA, Minister, as Beneficiary (hereinafter referred to as the "Beneficiary" on the one hand

and

SC, headquartered in,
Tel / Fax, CIF, Nr. ONRC registration
....., bank account no. IBAN
....., open to, represented by Mr / Ms
....., having the function
....., as a provider, on the other

This Consultancy Service Contract, hereinafter referred to as the Contract, has been terminated under the following conditions:

1. Definitions

1.1. In this contract, no matter where they are to be found, the terms used in capitals or not, defined anywhere in it, will have the same meaning and will be interpreted according to those definitions.

1.2 In this Agreement, the following terms shall be interpreted as follows:

A) Contract - is the present legal act, including all its annexes, which represents the agreement of the two parties;

B) Beneficiary and Consultant - the Contracting Parties, as they are named in this contract;

B1) Bid Request - means the documentation entitled "Call for Tender: Consultancy Services for Testing Private Market Economy Operator (OEP Test), on the basis of which the Beneficiary has organized the selection procedure for the selection of a consultant in order to achieve the purpose and The objectives set out in this documentation.

C) Price of the Contract - the price payable to the Consultant by the Beneficiary according to the terms and conditions of this Contract for the fulfillment of the object of the Contract;

D) Services - activities whose performance is the subject of the Contract;

E) Force majeure - any external, unpredictable, absolutely invincible and inevitable event that is not due to the fault or guilt of any party that could not have been foreseen at the time of conclusion of the contract and renders impossible the performance and performance of the contract; Such events are considered: wars, revolutions, fires, floods, natural disasters, restrictions resulting from quarantine, embargo, enumeration not exhaustive. An event like the

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above is not considered force majeure which, without creating an impossibility of execution, makes it extremely costly to carry out the obligations of one party;

F) Deliverables - reports or documents provided in this Agreement and in the Performance Schedule;

F1) Capitalization - means the capitalization strategy of C.N.P.R. Which will be approved by the competent authorities according to the law, following the recommendation of the Consultant according to the government's objectives and policies as well as the capitalization framework adopted by the Romanian Government;

G) Calendar day;

H) Year - 365 days.

2. Contract Documents

This Agreement has the following annexes which form an integral part thereof:

A) Tender Request - Annex 1;

B) Technical offer - Annex 2;

C) Financial offer - Annex 3;

D) Letter of bank guarantee, which represents the performance guarantee - Annex 4;

E) Schedule of supplies - Annex 5;

F) Confidentiality Commitment - Appendix 6;

G) Attachment on the staff assigned to the project (team composition and tasks - PT5) - Annex 7;

H) Personnel chart - PT7 - Annex 8;

I) Annex on types of services, specific services and tasks - Annex 9.

3. Scope, subject and duration of the Contract

3.1. The contract aims to provide consultant consultancy services consisting of Consultancy Services for conducting the private economic market economy operator test (OEP test) in the capitalization process of C. N. POSTA ROMÂNĂ S.A. (Hereinafter referred to as C.N.P.R.) on the basis of the applicable law and in accordance with the provisions of the technical specifications and the technical and financial offer.

3.2. The contract has as object the elaboration of the documents and the execution of all the processes that the Consultant has under this Contract related to the capitalization of the CNPR, finalizing with a final report containing substantiated arguments regarding the existence / non-existence of the state aid elements incompatible with the Community legislation In competition matters.

3.3. The contract shall enter into force on the date of the execution of the performance guarantee in accordance with point 7.1. And expires on the date of receipt of the response from the European Commission on the outcome of the OEF test. The maximum completion date of the project and submission to the Beneficiary of the reports will be determined together with the consultant at the date of signing the service contract.

3.4. The Consultant undertakes to make every effort to achieve the purpose and object of the Contract referred to in point 3 from the date of the establishment of the performance guarantee until, provided that the parties may agree to prolong the period of performance depending on the circumstances that require it. The parties agree that the performance of the services within the deadlines depends on the cooperation of the Beneficiary as well as third parties and other external factors that do not depend on the Consultant's will.

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

3.5. Should the Beneficiary require the Consultant to provide additional services to those provided for in this Agreement, the Parties will agree by agreement to this Agreement the terms and conditions of their performance in accordance with the public procurement legislation.

4. The price of the contract

4.1. The Contract price, payable to the Consultant by the Beneficiary, is lei excluding VAT.

5. Service reception

5.1. Reception of the services subject to this Agreement will be performed by the Beneficiary's representatives designated by a Minister Order.

5.2. The reception of the Services will be done according to the Chart of Deliveries presented in Annex 5.

5.3. The Beneficiary will acknowledge receipt and approval of Deliverables provided under the Contract or submit comments or reservations within 10 working days of delivery of the Deliverables. If the Beneficiary has objections to Deliverables, the Consultant will either take these objections into account or will justify in writing the reasons for which their consideration is impossible or unwarranted, and after resolving them will hand over the Deliverables again within 3 days.

6. Models of payment

6.1. Payment of the Contract Price will be made in ROL after verification and receipt by the Beneficiary of all the services provided by the Consultant during the execution of the Contract, according to the Chart of Deliveries, which is in Annex 5.

6.2. Payment of the services to the Consultant shall be made through a payment order, based on the invoice accepted by the Beneficiary, on behalf of the Consultant no., open to

6.3. Payment of the Contract Price will be made by the MCSI from the account opened at under the conditions stipulated in point 5 , Service reception. The payment will be made within 30 days of the date of the invoice registration with the beneficiary. The payment will be made by bank transfer, based on the invoice issued by the consultant, in accordance with the above. The invoice will be issued in lei.

6.4. If the date of payment of the Contract price by Beneficiar pursuant to this item 6 occurs after the expiration of the term stipulated in point 3.3 of this Agreement, the Consultant will be further entitled to receive such payment in compliance with the provisions, terms and conditions of payment Of this Agreement.

7. The performance guarantee of the contract

7.1 The performance guarantee is provided as a guarantee instrument issued under the law by a bank or an insurance company in the amount of ... RON (5% of the value of the contract, excluding VAT). The performance guarantee for the contract will be valid for the entire duration of the contract.

7.2 The Guarantee Instrument shall be made available by the Consultant within a maximum of 5 working days from the date of signature of this contract.

7.3 The date of commencement of the performance of the contract is the date when the consultant provides the good execution guarantee.

7.4 The Beneficiary has the right to issue claims on the performance guarantee, to the extent of the damage caused, if the Consultant does not execute, perform late or inappropriately perform the obligations assumed under this contract. Prior to the issuance of a claim on the performance

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guarantee, the beneficiary has the obligation to notify the consultant, while also specifying the obligations that have not been respected. If, within 5 days from the date of receipt of the notification, the insurer fails to perform the obligations in connection with which he has been notified, the policyholder shall execute the performance guarantee.

The Beneficiary undertakes to return the performance guarantee within 14 days of the end of the contractual period.

8. Obligations of the Consultant

8.1. The Consultant has the obligation to perform the services provided in this Agreement with professionalism and promptness, due to the commitment assumed by the Technical Offer and according to the requirements of the specifications. The Consultant will provide the Services and will perform its duties with all diligence, efficiency and economy, according to generally accepted professional standards and practices, and will observe the appropriate project management practices, use appropriate technology and equipment, equipment, materials and safe methods; effective. The Consultant will continually act on any matter related to this Agreement as a trustee of the Beneficiary and will permanently support and protect the Beneficiary's legitimate interests throughout the entire process.

8.11. The consultant will advise on various methods and scenarios according to the situation.

8.2. The Consultant will endeavor to provide within 2 working days of receipt of the request from the Beneficiary any responses to any request in connection with the purpose and subject matter of the Agreement. If the Consultant considers that the 2-day working day is not sufficient for the response, due to the complexity of the request, the Consultant will inform the Beneficiary of this and the parties will jointly agree the response term. The Consultant will also participate in meetings with the Beneficiary that are programmed by mutual agreement.

8.3. The Consultant will not request and / or accept to its benefit any commercial commission, rebate or similar payment in connection with the activities provided for in this Agreement and will make every effort to ensure that its own staff will not receive any similar Such additional payment.

8.4. Both the Consultant and each member of his / her team dedicated to the performance of the Contract for the entire duration of the Contract and for one year after its termination shall be prohibited:

(A) providing assistance, advice and / or representation to a third party interested in the capitalization of CNPR and

(B) the supply to third parties, goods, works or services,

For any project arising out of or intimately linked to the Services of this Agreement, thereby understanding a project / process that could not be commenced or carried out without using the results provided by the Consultant in the performance of this Agreement.

8.5. Both the Consultant and each of the members of his team dedicated to the performance of the Contract after signing the Contract and for the duration of the Contract are prohibited from engaging in other commercial projects or professional activities that are likely to generate conflicts of interest in fulfilling their contractual obligations, Promoting the Beneficiary's interest. The finding, after signing the Contract, of any conflict of interest of the selected Consultant leads to the termination of the Contract.

8.6. For the cases where the Consultant has the possibility to conclude professional liability insurance for the types of services that are the subject of this Contract, the Consultant will conclude and maintain at its own expense such insurance, with a minimum coverage at the level of at least lei and will, at the time of submission of the Letter of Good Performance Bank Guarantee, provide proof that such insurance has been provided and maintained and that current premiums have been paid.

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8.7. The Consultant will obtain the prior approval of the Beneficiary in writing before taking any of the following measures:

A) Any change of the Staff proposed through the Technical Offer and set out in the Annex for the staff assigned to the project (team composition and tasks - PT5) - Annex 7; The Beneficiary undertakes to send the Consultant, or, as the case may be, the reasoned objections to the request, within 2 working days of receipt of the request for approval of the change;

B) Changes of the program / approved execution plan for the process set out in the Schedule of deliveries - Annex 5;

C) Changes in the implementation of Project Terms of Reference;

D) The communication of any data or information relating to the Services, in any form, to third parties other than those designated / approved by the Beneficiary and other than those falling under the information referred to in Article 10.4 (a), (b) And (c) of this Agreement;

E) Liquidation of professional liability insurance;

8.8. The Consultant will provide the Beneficiary with all the reports, documents and information provided in the Technical Offer and Schedule of Deliverables provided in Annex 5.

8.9. The Consultant will provide the Beneficiary with reports both electronically and physically (Microsoft Word, Excel, PowerPoint, Project, containing text, graphics and any other means of presentation, as necessary), through which the Consultant will present the activity carried out during the period / stage Reference, in accordance with the Consultant's responsibilities and the progress made in fulfilling these responsibilities. The reports will describe the overall progress of the process and identify any types of issues / issues / risks associated with it. All reports will be presented in Romanian.

8.10. The Consultant will provide the Beneficiary with legal assistance throughout the entire duration of the Contract under the terms and conditions set out in the Tender Offer.

8.11. Except where the Employer agrees otherwise, no personnel changes will be made as indicated in the Project Team Attachment (team composition and tasks - PT5) - Annex 7 and the Personnel Schedule Annex - PT7 - Appendix 8. If, for any reason not dependent on the reasonable control of the Consultant, it becomes necessary to replace any member of the staff, the Consultant shall provide as replacement a person with at least equivalent qualification. If the Beneficiary finds that any member of staff (s) is guilty of grave misconduct or has been charged with having committed an offense, or (ii) has reasonable grounds not to be satisfied with the performance of any member of the staff, The Consultant, at the written request of the Beneficiary stating its reasons, will provide as replacement a person with Qualifications and Acceptable Experience for the Beneficiary.

8.12. The Consultant will not claim any additional costs resulting from or in connection with any revocation and / or substitution of personnel.

8.13. The Consultant is not responsible in any way for complaints and legal actions or damages caused by:

A) the Beneficiary's decision not to follow the Consultant's recommendations, to cancel any Consultant's act, proposal or recommendation, or to require the Consultant to comply with a decision or recommendation with which the Consultant disagrees or expresses serious reservations And communicates this in writing to the Beneficiary;

B) inappropriate execution by the Beneficiary or its staff of proposed solutions or recommendations of the Consultant.

9. Obligations of the Beneficiary

9.1. The Beneficiary undertakes to receive the services provided at the time limits set out in the Schedule of Deliverables provided in Annex no. 5. The reception procedure shall be that provided in Art. 5 above.

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

9.2. The Beneficiary undertakes to pay the price to the Consultant within the terms and conditions agreed in item 6 of the Contract.

9.3. The Beneficiary will make available to the Consultant, including through C.NPP, the information necessary to perform the Contract.

9.4. The Beneficiary undertakes to observe the Consultant's professional opinion and not to interfere or influence in any way his views expressed in the documents prepared by the Consultant. Any comments regarding the content of the documents issued by the Consultant will be discussed by the parties, and any amendments to the content of the documents in question will be agreed upon.

9.5. The final decision on the capitalization of C.NPP is the Beneficiary.

10. Confidential nature of the contract

10.1. The Consultant is not entitled, without the written consent of the Beneficiary, to use information and documents obtained or to which he has access during the course of the Contract for a purpose other than to fulfill his contractual obligations.

10.2. Disclosure of any information to persons involved in the performance of the Agreement will be confidential and will only extend to the information necessary for the performance of the Contract.

10.3. The Consultant is entitled to request information and data deemed necessary for the performance of the Contract. The Consultant will sign a Confidentiality Commitment that will constitute Attachment 6 to the Contract.

10.4. Confidential information will not include information that:

- A) are or become public without it being the result of an act or omission of the Consultant;
- B) have been legally held by the Consultant prior to their disclosure and have not been obtained directly or indirectly from the Beneficiary;
- C) are legally brought to the attention of the Consultant by a third party that is not subject to restrictions on disclosure;
- D) are independently developed by the Consultant.

10.5. Documents and work files made available to the Consultant by the Beneficiary or C.N.P.R. Are and remain the property of the Beneficiary, and these may not be alienated or disclosed to third parties without the prior written consent of the Beneficiary. Access to such work papers will be granted to public authorities, including regulatory bodies, on the basis of the authority conferred on them by law or regulation, under the supervision of the Consultant's staff. Received deliveries become the property of the Beneficiary. Any other use thereof by the Beneficiary outside the scope of the Contract relieves the Consultant from liability.

10.6. In accordance with the provisions of Article 12 (1) (c) of Law no. 544/2001, the Beneficiary undertakes not to disclose information regarding the Consultant, his offer and any materials delivered by him / her during the performance of this Agreement, information that would be likely to infringe intellectual and / or industrial property rights such as And the commercial secrets of the Consultant, or any information that might create the premises of unfair competition situations as defined by Law no. 11/1991, from third parties, in connection with the Business and Business activities of the Consultant.

11. Contractual liability

11.1. If, by its sole fault, the Consultant fails to perform the obligations assumed under the Contract at the time agreed according to the Schedule of Deliveries in Annex 5 or at the expiration of the remediation period established in accordance with Section 5.3 or granted,

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where appropriate, According to this Agreement, then the Beneficiary is entitled to penalties in the amount of 0.1% of the amount to be executed, per day of delay.

11.2. In the event that the Beneficiary fails to fulfill the obligation to pay in due time the invoice issued by the Consultant under this Contract, the Beneficiary has the obligation to pay as penalties in the amount of 0.1% per day of delay. However, the Beneficiary will not be liable for penalties for cases where the non-fulfillment of the payment obligation is due to the non-allocation of the necessary amounts from the state budget, although the Beneficiary has initiated the necessary legal steps in this respect.

11.3. If the Consultant does not comply with the clauses set out in item 10, he has the obligation to pay as damages an amount equal to the amount of the damage created to the Beneficiary and proved, within 30 days from the date of the notification accompanied by supporting documents To the violation transmitted by the injured party. Also, in the event of non-observance of the confidentiality clauses by the Consultant, the Beneficiary has the right to terminate the Contract.

11.4. In the event that the Consultant causes damage caused by the Consultant to the Beneficiary, the Consultant shall pay the amount of the damage caused and the direct and necessary consequence of the non-execution without justification or, as the case may be, the fault of the Consultant. The contractual liability of the Consultant for the completion of the Contract is limited to 2 times (twice) the Contract Price. This limitation of liability does not apply to damage caused to the Beneficiary by the Consultant by gross negligence or intention, or as a result of unlawful conduct or fraud, irrespective of whether it is due to the Consultant or its subcontractors.

11.5 The Consultant is fully and directly liable to the Beneficiary for the manner in which the Consultant's subcontractors give up their contractual obligations.

12. Termination of the contract

12.1. Failure to comply with the obligations assumed by this Agreement by one of the parties entitles the injured party to request the termination of the Contract and to claim the payment of damages, in compliance with point 11.4.

12.2. The Beneficiary reserves the right to unilaterally terminate the Contract solely on good grounds, beyond the Beneficiary's control, with a reasoned notice of the denunciation, with a minimum notice of 15 working days. Such sound reasons beyond the Beneficiary's control include:
(A) the normative acts that are necessary for the capitalization of C.N.P.R. Are not issued by the competent authorities, independent of the Beneficiary's actions; or
(B) decisions by the competent authorities to modify the capitalization policy leading to the cancellation or impossibility of capitalizing C.N.P.R.

12.3. Each Party has the right to unilaterally terminate this Agreement as a result of the occurrence of a Force Majeure event that suspends the Contract for at least sixty (60) days.

12.4. The Beneficiary is entitled to consider the Contract terminated by law simply by transmitting a notice of termination and claiming damages under item 11.4 in any of the following situations:

A) The Consultant does not remedy the inappropriate performance of his obligations under the Contract within fifteen (15) days (or for a longer period that the Beneficiary has subsequently approved in written form) upon receipt by the Consultant of the Beneficiary's notice of To such an infringement;

B) If the Consultant, to the knowledge of the Beneficiary, has engaged in corrupt or fraudulent practices in the awarding process or in the performance of the Contract;

C) If the Consultant submits to the Beneficiary false documents / statements that significantly affect the rights, obligations or interests of the Beneficiary.

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In such cases, termination shall not affect any other right of the Beneficiary or the Consultant previously acquired under this Agreement.

12.5. The Consultant is entitled to consider the Contract terminated by law and claim damages based solely on a notice of termination given to the Beneficiary in any of the following situations:

A) The Beneficiary does not pay the Consultant the invoice issued by him / her within a maximum of 60 days calculated from the date of issue;

B) The Beneficiary does not remedy the inappropriate fulfillment of his obligations under the Contract within fifteen (15) days (or for a longer period that the Consultant has subsequently approved in written form) upon receipt by the Beneficiary of the Consultant's notification of To such an infringement;

C) the Recipient suspends the performance of the Services or any part thereof for more than 60 days for reasons not specified in this Agreement or independently of the Consultant's fault;

In such cases, termination shall not affect any other right of the Beneficiary or the Consultant previously acquired under this Agreement.

12.7. The failure by the Consultant to establish the performance guarantee in the amount, form and term specified leads to the termination of the Contract and the loss of the participation guarantee.

13. Force Majeure

13.1. Force majeure is found by a competent authority.

13.2. Force majeure exonerates Contracting Parties from fulfilling their obligations under this Agreement throughout the period in which they act.

13.3. The performance of the contract will be suspended during the period of force majeure, but without prejudice to the rights which the parties have enjoyed until the occurrence.

13.4. The Contracting Party invoking force majeure shall notify the other party immediately and fully of its production and shall take any measures available to it to mitigate the consequences.

13.5. If Force Majeure acts or is expected to act for more than 6 months, each Party shall have the right to notify the other Party of the termination of this Agreement, without any party claiming damages to the other party.

14. Amendments

14.1. The Contracting Parties are entitled, during the performance of the Contract, to agree to modify the terms of the Contract by an additional act only with the written agreement of both parties.

15. Settlement of disputes

15.1. The Beneficiary and the Consultant will make every effort to settle amicably, through direct negotiations, any misunderstanding or dispute that may arise between them within or in connection with the performance of the Contract.

15.2. If 30 days after the start of these negotiations, the Beneficiary and the Consultant fail to amicably settle a contractual divergence, each may request that the dispute be settled by the Romanian courts.

16. The language governing the Contract

16.1. The language that governs the Contract is Romanian.

17. Comunicari / Notifications

Acquisition of consultancy services on the "Private Market Economy Operator" test ("OEP") as a relevant method of assessing a series of economic transactions conducted by public bodies with a view to complying with normal market conditions, respecting the principles set out in The Commission notice on the concept of State aid as referred to in Article 107 (1) of the Treaty on the Functioning of the European Union (2016 / C 262/01)

17.1. In the interest of this Agreement, any notification between the parties will be deemed to be valid if forwarded in writing to the other party to the fax address (s) specified in this Agreement, provided written confirmation of the receipt of the communication.

17.2. If the communication / notification is transmitted after the program hours by fax, the communication shall be deemed to have been received by the addressee on the first working day following that in which it was dispatched. Contact details are as follows:

Beneficiary:

M.C.S.I.,
Bulevardul Libertății nr. 14, sector 5,
Bucharest Romania,
Postal code 050706.,

Contact:

E-mail: [.....]
Phone: [.....]
Fax: [.....]

Consultant:

.....

.....

Contact:

E-mail: [.....]
Phone: [.....]
Fax: [.....]

18.3. Verbal communications are not considered by either party unless they are recorded in one of the ways specified above.

19. The law applicable to the Contract

19.1. The contract will be interpreted in accordance with the laws of Romania.

20. Other provisions

20.1. If, during the performance of the Contract, it is found that certain elements of the Technical Proposal are inferior or do not meet the requirements of the technical offer, the provisions of the Specification shall prevail.

The contract has pages of which pages attached.

The Parties concluded today _____ in Bucharest at the headquarters of the Ministry of Communications and Information Society in Bucharest, Libertății Blvd. 14, sector 5 this contract in 2 original copies, with the same legal force, one for each party.

Ministry of Communications and Information Society

CONSULTANT