

Duly approved by,
 Legal representative,
 Dumitru Fodor

COMPETITIVE PROCEDURE documentation
 For the due assignment of the
 Supply Agreement for **Laminar air flow booth (LAF)** – LOT 1

Note: Order 1284 does not regulate the concept of “data sheet”. The private Beneficiary is under no obligation to structure the information within the competitive procedure by using such “data sheet”.

Chapter 1. General information:

Beneficiary: VETRO SOLUTIONS SRL
Address: Iasi Municipality, no. 6 Calea Chisinaului Street, Iasi county
Zip code: 30740124
Contact: Mihaela Moisa
 Telephone: 0755987113
Email: mihaela.moisa@vetro.vet

Chapter 2. Contract details:

Subject matter of the Agreement: Supply of **Laminar air flow booth (LAF)**
Procurement description: One shall purchase the **Laminar air flow booth (LAF)** under the project entitled “Establishment of production capacity within SC VETRO SOLUTIONS SRL”.
Quantity: 2 pieces of **Laminar air flow booth (LAF)**
Agreement type: Supply Agreement
Procedure type: Competitive procedure according to ORDER no. 1.284 as of August 8th 2016 regarding the approval of the Competitive Procedure duly applicable to private applicants / beneficiaries for the due assignment of the supply, service or works agreements funded out of European funds
Delivery location: Iasi Municipality, no. 6 Calea Chisinaului Street

Chapter 3. Estimated amount

The ESTIMATED AMOUNT of the Agreement for the supply of **Laminar air flow booth (LAF)** is: **72,012.80** VAT excluded, namely:

| | | | | | |
|---|------------------------------|--------|---|-----------|-----------|
| 1 | Laminar air flow booth (LAF) | pieces | 2 | 36,006.40 | 72,012.80 |
|---|------------------------------|--------|---|-----------|-----------|

Chapter 4. Agreement length

AGREEMENT LENGTH: 12 months
 Delivery deadline: maximum 7 months as of the order form.

Chapter 5. Funding source

Call code: POR/102/2/2/Improving economic competitiveness by enhancing labor productivity at the SMEs level, in the competitive sectors duly identified within SNC
Project code: 116430
Project title: Establishment of production capacity within SC VETRO SOLUTIONS SRL
Component: 2.2.SMEs
Priority Axis: Improving competitiveness for small and medium – sized enterprises

Operation: Improving economic competitiveness by enhancing labor productivity within SMEs, in the competitive sectors duly identified within SNC

State aid plan: De minimis aid plan for due improvement of economic competitiveness, by enhancing labor productivity within SMEs under Regional Operational Program 2014-2020, Investment Priority 2.2.A, Regional state aid plan for investments for the due improvement of economic productivity by enhancing labor productivity within SMEs under Regional Operational Program 2014-2020, Investment Priority 2.2.A

Chapter 6. Qualification documents:

In order to attend the procedure, one requires the following documents deemed as minimum qualification requirements:

1. Affidavit regarding the failure to classify under the conflict of interest cases, as per Romanian Government Emergency Ordinance no. 66/2011, art. 13-15. (one shall duly submit **Form 1**)

The individuals holding a decisional position within the contracting authority, in terms of the organization, running and completion of the assignment procedure are:

| Name | Position held within the company |
|---------------|----------------------------------|
| Dumitru FODOR | Sole Associate and Administrator |
| Coca CASCAVAL | Technical Consultant |
| Mihaela MOISA | Project Manager |

***Observations:**

(1) The form is to be duly submitted for the bidder, the associate bidder and the subcontractor

2. Confirmation of Company Details, duly issued by the Trade Register Office

The bidder is required to submit the 'Confirmation of Company Details' issued at the most 30 days prior to the date when bids are submitted, as released by the Trade Register Office attached to the competent court, out of which the following should follow: the authorized object of activity which shall include the activities making up the subject matter of the relevant tender, the company shareholders and administrators.

The foreign economic operator shall submit equivalent documents, which shall be accompanied by a certified translation and which shall be issued by similar bodies that would bring proof to a certain form of registration, in due compliance with the provisions in the countries where such bidders have their headquarters, and which shall include at least the following information: authorized object of activity which shall include the activities making up the subject matter of the relevant tender, the company's shareholders and administrators.

Note: These documents shall be submitted in any of the following forms : original/certified copy/copy to be read "true copy of the original" duly signed and stamped by the legal representative;

Note: this requirement is to be duly fulfilled by the bidder, the associate bidder and the subcontractor.

Attention: These documents shall duly accompany the technical and financial proposals and their failure to be submitted, as well as any failure to meet such requirements shall trigger the bids denial upon the relevant procedure.

Meeting such bidders qualifying requirements shall trigger the latter's qualification on the bids selection stage based upon the criterion for the due assignment of the Supply Agreement.

Chapter 7. Method for submitting the technical proposal

The technical proposal shall be drawn up in due compliance with any and all requirements under chapter 14 of the Technical Specifications.

The Bidder is to duly fill in the **Technical Proposal form – Form no. 2** and it shall include at least the following information:

- 7.1. The product related technical sheet.
- 7.2. The mounting, start-up, service under warranty period, shall be duly provided by the Supplier to the Purchaser, by means of the authorized staff of the company delivering the same and these are operations that are included in the fee. **One shall attach a relevant affidavit to this end.**
- 7.3. The bid is to include the entire required documentation according to GMP norms:
 - IQ OQ (documentation regarding mounting qualification, namely the operational qualification),
 - SAT –checking tests in terms of the equipment performance levels at the Client’s premises, namely at the head office of the relevant client, one shall carry out the following operations: delivery, mounting, commissioning, start-up, qualification, tests and Vetro Solutions staff training.
- 7.4. The equipment is to include all mechanical, electric, pneumatic and hydraulic elements (even if defined as being optional), as required for the due connection of the equipment, namely for the equipment operation under process conditions. **One shall attach a relevant affidavit to this end.**
- 7.5. The Supplier is under the obligation to achieve the emplacement plans, the mounting and start-up of the relevant equipment. **One shall attach a relevant affidavit to this end.**
- 7.6. The manufacturer shall supply the spare parts, for at least 10 years as of the delivery date. **One shall attach a relevant affidavit to this end.**
- 7.7. The Supplier will ensure that the equipment will be developed in accordance with GMP (Good Manufacturing Practise). **One shall attach a relevant affidavit to this end.**

All documents in proof shall be certified by the bidder by signature and stamp.

The technical proposal should reflect the bidder’s undertaking of any and all requirements / obligations, as duly stipulated in the Technical Specifications.

Any documents in another language distinct from Romanian shall be duly accompanied by translation.

Attention: any failure to submit the technical proposal shall trigger the bid denial. Any failure to comply with the stipulations under the present chapter shall lead to the bid’s lacking compliance and its further denial upon the due procedure.

Compliant technical bid (abiding by any and all requirements of the present chapter) leading to bids qualifying under the bids selection stage based on the criterion for the due assignment of the Supply Agreement.

Chapter 8. Method for submitting the financial proposal

The financial proposal shall include the **Bid Form – Form 3**

The financial proposal shall be stated in Lei or in Euros, VAT excluded.

If the bid is stated in a distinct currency other than the national currency, in order to compare the bids, one shall use the currency exchange rate of the National Bank of Romania upon initiating the procedure.

The financial proposal shall be valid at least 30 calendar days as of the deadline for submitting the bids. The financial proposal is firm and binding, across the entire length of the bid’s validity, and it may be accepted at any time whatsoever prior to such period expiry date. One shall accept no alternative bids.

Attention:

Any failure to submit the financial proposal shall trigger the bid’s being denied.

Any failure to comply with the stipulations within the present chapter shall lead to the bid’s lacking of compliance and its further denial upon the due procedure.

Chapter 9. Assignment criterion

In view of due compliance with the principles defined under the European Funds Minister's Order no. 1284/2016, the Beneficiary shall elect the bid having the most advantages for the due accomplishment of the project scope.

1. Liability

The Purchaser shall assess the way how each bid meets the procedure attendance requirements and the technical specifications described in the present documentation.

Reviewing the documents submitted by the bidder shall in no way trigger any liability or obligation on the Purchaser's part in terms of accepting the same as authentic or legal and it does not remove the bidder's exclusive liability in this regard.

2. Assessment method

After reviewing any and all documents and information described in the bids, the Purchaser shall determine which is the bid showing the most advantages for the due accomplishment of the project scope. Within the process of reviewing the bids, one shall consider the following:

1. Technical specifications, both in terms of the compliance with the minimum obligatory requirements, as well as in terms of any eventual superior technical features and additional endowments of the relevant equipment

Choosing the winning bid shall be justified by drawing up a justifying assignment report where one shall describe the benefits grounding such assignment.

The Purchaser shall be duly entitled to check by the time the assignment occurs, if the bidder's representations are true and accurate. Any discrepancies between the bidder's representations and the matters existing in fact and in law shall trigger the bidder's disqualifying from the relevant procedure. The determination of the winning bid shall be duly accomplished during the bids validity period.

The Beneficiary shall not undertake to choose the bid having the lowest price, but that bid which it shall deem as showing the most benefits and advantages in terms of the project scope accomplishment.

Chapter 10. Method for submitting the bid

Formalities that one has to achieve regarding the attendance to the relevant procedure:

Address where bids are to be submitted: Iasi Municipality, no. 6 Calea Chisinaului Street

Deadline for submitting the bids: 01.11.2019 at 12:00

Method for requesting clarifications:

Clarifications may be forwarded by e-mail: mihaela.moisa@vetro.vet

Deadline for requesting clarifications: 30.10.2019

Deadline for replying to clarification requests: 31.10.2019

Any replies to such clarification requests shall be duly posted on the web page www.fonduri-ue.ro, under the section called 'Private procurement'.

Bidders shall be under the obligation to duly check the website www.fonduri-ue.ro to find the publication of any eventual clarifications regarding the present procurement procedure.

Language for drawing up the bid: Romanian

Bidders bear the entire liability for submitting the bids at the address mentioned in the present chapter and prior to the deadline and time for submitting such bids. Any bids submitted to a distinct address other than the one mentioned within the present chapter or subsequent to the deadline and time for submitting

such bids, shall be denied.

The bidder shall duly submit one copy of the financial proposal, one copy of the technical proposal and one copy of the qualifying documents (attached forms) in a sealed and non – transparent envelope.

The envelope shall be duly marked with the address of the contracting authority and it shall have the following marking on it “NOT TO BE OPENED BEFORE 01.11.2019, at 12 :00”

The envelope shall be accompanied by a Letter of Intent – Form 4, which shall be distinctly submitted, outside the envelope, a Power of Attorney – Form 5 (if applicable), and Copy of the Identity Card / Identity Book for the relevant empowered individual (if applicable).

Chapter 11. Information regarding the supply agreement:

The supply agreement shall only be signed with the economic operator appointed under the Justifying Assignment Report.

The Agreement shall duly stipulate the identification details of the two signatory parties, the subject matter, amount and length of the relevant agreement.

The technical specifications, clarifications and the chosen bid shall stand for part and parcel of the Agreement, under the form of attachments thereto.

Under the relevant agreement one may not amend the technical specifications and the winning bid having laid the foundation of the agreement assignment.

The Agreement shall become null in case of any negative endorsement or failure to endorse the procurement procedure by the management authority or by the intermediate body. In such case the winning bidder shall not claim any damages – interests.

Any amendment to the contractual conditions may only be accomplished by parties’ consent to this end, by drawing up an addendum and only within the Agreement performance length.

The economic operator which is to sign the purchase agreement shall be under the obligation to provide for the availability of the information and documents regarding the Project / Agreement, upon the control and audit missions conducted by the Management Authority / Intermediate Body for the relevant Program, or by any other competent structures in terms of audit and the recovery of debts relating to European funds and / or national public funds related to the same, depending upon case.

The delivery deadline shall be maximum 4 months as of the order form

Payment method:

1. maximum 25% down payment upon signing the agreement / submitting the order – this payment is to be secured by the Supplier by means of a Letter of Bank Guarantee for down payment from the Supplier, which is to cover the amount of the down payment installment, as granted, valid until equipment delivery
2. 55% upon delivery and reception of the equipment;
3. 20% after the due start – up with positive results on the tests carried out

The Beneficiary shall hereby reserve its option to choose the settlement of expenses by payment request mechanism. If the beneficiary shall choose the settlement of invoices by Payment request mechanism, the payment deadline shall start elapsing as of the receipt by the beneficiary of the amounts requested from the funder by means of such payment request mechanism.

Upon equipment acceptance, one shall conclude a qualitative acceptance protocol (mounting and start – up).

Upon equipment acceptance, the supplier shall hand over the following:

- The equipment technical sheet with the due technical specifications
- Certificate of warranty
- EC conformity statement
- Checking / trialing report, if applicable

The deadline for intervention for the purpose of finding any flaws shall be 5 calendar days or 120 hours as of the due notification.

The deadline for intervention for the purpose of remedying the flaws shall maximum 14 days as of the relevant finding.

Chapter 12. Means of appeal

Each Bidder shall be duly notified in writing regarding the outcomes of such bids assessment.

Any eventual challenges shall be submitted to the Beneficiary within maximum 3 calendar days as of the receipt of the Notification on the procedure results.

The Beneficiary is to settle the challenges within maximum 3 calendar days as of the receipt of the same.

Any economic operator that is not satisfied with the way how the purchase agreement assignment procedure has been run, may address the competent courts of law in Romania, with due competence to settle the matter.

Capitol 13. Information on how the procedure is to be run

According to the Minister of Finance and Economy Order no. 1248 / 2016 one shall NOT organize any meeting for bids opening purposes.

Bidders shall be fully liable for submitting the bids to the address duly mentioned in the present chapter and before the deadline time and date for submitting such bids.

The private beneficiary shall not assess any bids having been submitted after the expiry date (date and time stipulated in the announcement) or which have been submitted to a distinct address than the one mentioned within the present documentation. Such bids are to be returned without being opened.

Within the process of reviewing the bids, one shall consider all requirements mentioned by the private beneficiary within the procurement – related documents.

Within the process of reviewing the bids, one may not add any further requirements nor may one waive the specifications that have already been stipulated in the announcement / specifications / clarifications / amendments.

If the private beneficiary is to identify any errors in terms of substance of the procurement – related documents, that have failed to be clarified prior to the announcement expiry date, the procedure shall not end with the agreement being assigned. In any such event, the procedure is to be cancelled and one shall remedy any errors having been identified and one shall duly resume such procedure.

Within the process of reviewing the bids, the beneficiary may ask for clarifications in terms of the bids being submitted by email / fax, and bidders shall be under the due obligation to reply within the deadline provided by the beneficiary to this end. The relevant reply to clarifications may be sent by email, or it may be forwarded by post / courier services, to the address where bids are submitted.

If any bidder shall fail to reply to such clarifications within the deadline mentioned by the beneficiary, or if such replies are not conclusive, the bid is to be denied.

Chapter 14. Technical specifications

Note: The requirements shall be deemed as being minimal. To this end, any submitted bid which deviates from the TECHNICAL SPECIFICATIONS provisions shall be considered, yet only to the extent when such technical proposal provides for a superior qualitative level than the minimal requirements under the TECHNICAL SPECIFICATIONS.

The technical specifications indicating a certain origin, source, production, any special procure, plant or trade mark, any invention brevent, manufacturing license, any national standards adopting European standards, homologation, or any other references of a technical nature that have been drawn up by any European standardization bodies are only mentioned for the purpose of easily identifying the type of product based upon which one has conducted such estimate and it does NOT have as impact the fostering or elimination of certain economic operators or of certain relevant products. Such specifications shall be deemed as being followed by the mention « or the equivalent ».

MINIMAL PARAMETERS AND CONDITIONS REQUIRED TO BE FULFILLED

1. Laminar air flow booth (LAF) – 2 pieces

Such equipment is to be used in the following locations:

- production unit (Solids section) during the stage relating to the weighing / division of raw materials which are to go on being used in the homogenization process. The laminar air flow booth provides class A conditions
- in the Warehouse section, for sampling of raw materials, the laminar air flow booth providing for class C conditions.

Air pressure control sensor.”

Laminar air flow booths shall comply with the requirements within the norm on good manufacturing practice in terms of medicinal products industry (GMP), namely class A and class C.

.....
(name)

AFFIDAVIT regarding the failure to classify under the events stipulated within art. 13 and 14 of Government Emergency Ordinance no. 66/2011 on the prevention, finding and sanctioning of irregularities occurred within the process of getting and using European funds and /or national public funds relating to the same, with the latter's subsequent amendments and adjustments– Form1

The undersigned,, as legal representative of the economic operator, having its headquarters in, in a capacity of, procedure organized by company, in a capacity of beneficiary of the project entitled, shall hereby state on my own liability, under the sanctions applicable in terms of forgery in statements, as stipulated under art. 326 of Law no. 286/2009 on the Criminal Code, with the latter's subsequent amendments and adjustments, that the bidder is under no conflict of interests case, as the same is defined under art. 13 and 14 of Government Emergency Ordinance no. 66/2011 on the prevention, finding and sanctioning of irregularities occurred within the process of getting and using European funds and /or national public funds relating to the same.

The undersigned in my capacity of the bidder's legal representative, shall hereby state that I have become aware of the obligation that the bidder has by virtue of art. 15 paragraph (2) of Government Emergency Ordinance no. 66/2011; therefore, in the event of the occurrence of any situation of a conflict of interests during the period of running the procurement procedure, the bidder is to immediately notify in writing the entity having organized such procedure and it shall take any and all measures in order to remove any such event.

The undersigned in my capacity as the bidder's legal representative shall hereby state that the information supplied is accurate and complete and I hereby understand that the purchaser shall be duly entitled to ask for any documents in proof that the bidder may have in its possession, so as to check and acknowledge the present representation. To this end, the undersigned, in my capacity of the bidder's legal representative, shall hereby undertake to supply to the purchaser any documents in proof, as requested, to the extent the bidder has such documents in its possession.

The undersigned in my capacity as the bidder's legal representative shall hereby understand that in the event the present affidavit shall fail to be compliant with reality, I shall be held accountable for having breached upon the provisions regarding the law on forgery in statements.

Economic operator,
.....
(authorized signature)

Filling in date

Economic operator

.....
(name)

TECHNICAL PROPOSAL – Form 2

| Technical specifications according to the assignment documentation | Technical specifications, as tendered | Technical benefits, as tendered, in comparison with the minimum obligatory requirements |
|---|---------------------------------------|---|
| <p>1. Laminar air flow booth (LAF) – 2 pieces</p> <p>Such equipment is to be used in the following locations:</p> <ul style="list-style-type: none"> - production unit (Solids section) during the stage relating to the weighing / division of raw materials which are to go on being used in the homogenization process. The laminar air flow booth provides class A conditions - in the Warehouse section, for sampling of raw materials, the laminar air flow booth providing for class C conditions. <p>Air pressure control sensor.”</p> <p>Laminar air flow booths shall comply with the requirements within the norm on good manufacturing practice in terms of medicinal products industry (GMP), namely class A and class C.</p> | | |
| Warranty - minimum 24 months | | |
| Delivery deadline – maximum 7 months as of the order form | | |

Economic operator,
.....
(authorized signature)

Filling in date.....

Economic operator

.....
(name)

Bid form - Form 3

To
(name and full address of the contracting authority)

Dear Sirs,

1. Having reviewed the assignment documentation, the undersigned as representatives of the bidder, shall hereby offer that in due compliance with the provisions and requirements included within the above described documentation, we shall supply..... (products name) in exchange of the amount of, (amount in letters and in numbers, as well as the bid currency) to which one shall add VAT in the amount of..... (amount in letters and in numbers, as well as the currency).

2. We hereby undertake that in the event our bid shall be determined as the winning bid, we shall supply the products within the tendered deadlines.

3. We hereby undertake to maintain this bid valid for a period of days and it shall remain binding for us and it may be accepted at any time whatsoever prior to its validity period expiry.

4. Until the due conclusion and signing of the procurement agreement, the present bid, together with the communication you have forwarded, by which our bid is determined to be the winning bid, shall stand for a binding agreement between us, the parties to such agreement.

5. The undersigned shall hereby add as follows:

☐ I submit an alternative bid, whose details are described in a distinct bid form, clearly marked as "alternative";

☐ I do not submit an alternative bid.

(Check with an X the adequate box.)

Date .../.../.....

....., (signature), in a capacity of duly authorized to sign the bid for and on behalf of..... (name of the economic operator)

Economic operator

.....
(name)

Letter of intent - Form 4

To

.....

Address:

Following the announcement posted on www.fonduri-ue.ro under the section "Private procurement", regarding the due enforcement of the competitive Procedure as per ORDER no. 1.284 from August 8th 2016 on the approval of the competitive Procedure applicable to private applicants / beneficiaries for the assignment of supply, services or works agreements funded out of European funds, for the due assignment of the supply agreement....., the undersigned..... shall hereby forward you the following documents, as duly attached hereto:

1. sealed and visibly marked package, containing the following items in original form
 - a) the bid;
 - b) documents accompanying the bid.

Respectfully yours,

Filling in date

Economic operator

.....
(name)

Power of Attorney– Form5

The undersigned..... (name of the economic operator) duly headquartered in , matriculated with the Trade Register under the no., tax attributeshall hereby grant power of attorney to , having his residence in , duly identified by Identity Book / Identity Card seriesno. issued by , holding the position of to represent the undersigned for the purpose of the due assignment of the works agreement.....
.....

Within the process of fulfilling his mandate, our mandatory shall have the following rights and obligations:

- a) to sign any and all writs and documents deriving from the undersigned as related to the latter's attendance of the relevant procedure;
- b) to take part on the undersigned's behalf in the procedure and to sign any and all documents deriving during and / or as a result of carrying out such procedure;
- c) to reply to all requests for clarification purposes, as filed by the assessment commission during the process of running the procedure;
- d) to file on the undersigned's behalf any and all challenges regarding the relevant procedure;

Our mandatory shall be hereby fully authorized to engage the undersigned's liability in terms of any and all deeds and facts deriving as a result of attending the procedure.

Date,

Principal's name

Duly represented by: