

**Operations Manual
For the Implementers of the projects
financed by GFATM – 6th Round**

**CHAPTER I: FINANCIAL AND
PROCUREMENT POLICIES AND
PROCEDURES**

Section 2

**GOODS AND SERVICES
PROCUREMENT**

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Glossary

Sub-Grant Agreement means this agreement concluded between the Principal Recipient and the Implementer

Global Fund is the Global Fund for Fighting against HIV/AIDS, Tuberculosis and Malaria.

Parties are the Principal Recipient and the Implementer as they are identified under item 1 in the Sub-Grant Agreement.

Principal Recipient is the Romanian Angel Appeal Foundation.

Implementer is the person specified under the item 1.2 in the Sub-Grant Agreement.

Project, shall mean the activities that shall be carried out by the Implementer by observing the within Sub-Grant Agreement.

Authorized Persons, are the persons assigned by the Parties, specified under item 6 in the Sub-Grant Agreement, authorized to sign the documents issued for the execution of the Sub-Grant Agreement and to make decisions with reference to its running.

Personnel and Affiliates shall mean the employees, the representatives, the consultants, the trainers, the contractual partners and any other person affiliated to the Implementer or collaborating with it in the fulfillment of the targets of the Projects.

Funds shall mean the sums allotted/paid for in advance to the Implementer based on the Sub-Grant Agreement.

Books and Records of the Project shall mean the financial-accounting ledgers, the data collection systems, the substantiating documents or any other records related to the Sub-Financing Agreement, in order to present, with no limitations, all costs borne and income derived by the Implementer as well as its progress in the fulfillment of the Project.

Local Global Fund Agent – in short, LFA – is the legal entity contracted by the Global Fund in order to fulfill certain functions for and on behalf of the Global Fund, including: assessment of the capacity of the Principal Recipient to implement the Program and to administrate the transferred funds and verify the progress of the Principal Recipient and of the Implementers in connection with the Program targets, the use of the Funds and the conformity with the terms and conditions of the Sub-Grant Agreement. Currently (at the signing date of this Sub-Grant Agreement) the designated LFA by the Global Fund is Price Waterhouse Coopers Audit SRL, the Global Fund might decide upon the replacement of the current LFA.

Products, represent the materials that are necessary in order to achieve the project targets (medicines, medical equipment and technologies, posters or other materials as they are described in the Project Description) transmitted by the Principal Recipient to the Implementer or purchased by the Implementer within the Sub-Grant Agreement, to be distributed on a free-of-charge basis to the Beneficiaries of the Project.

WHO – World Health Organization

The terms “**medicines**”, “**multi source pharmaceutical product**” and “**pharmaceutical products**” have the meaning used by WHO in the “Glossary” of its “Marketing Authorization of Pharmaceutical Products with Special Reference to Multi source (Generic) Products: A Manual for Drug Regulatory Authorities.”

Health Products include the (i) pharmaceutical products and (ii) diagnostic and non-pharmaceutical products.

Diagnostic and non-pharmaceutical mean other than the health products and include: (i) durable products and (ii) consumable/ single-use products.

The “**durable products**” include, but is not limited to, HIV non-rapid tests machines, HIV monitoring machines (CD4s, Viral Load), bed nets, laboratory equipment, radiology equipment and supportive products (e.g., microscopes and reagents)..

The “**consumable/single-use products**” include, but is not limited to, condoms, HIV antibody (rapid and non-rapid) tests, malaria rapid tests, insecticides, aerial sprays against mosquitoes, breast milk substitute and injection syringes.

The “**stringent regulatory authority**” means the regulatory authority of (a) a member of the Pharmaceutical Inspection Convention or an entity participating in the Pharmaceutical Inspection Co-operation Scheme; or (b) a member of the International Conference on Harmonization of Technical Requirements for the Registration of Pharmaceuticals for Human Use.

The “**WHO Pre-qualification Program**” means the United Nations Pilot Procurement, Quality and Sourcing Project initiated by WHO.

The **Good Manufacturing Practice (GMP)** is used by the WHO in its “Marketing Authorization of Pharmaceutical Products with Special Reference to Multi source (Generic) Products: A Manual for Drug Regulatory Authorities.”

The National Drug Agency is the national regulatory drug authority.

Procurer – can be both the Principal Recipient and the Implementer

Procurement and supply management – PSM refers to all management activities required for getting sufficient products of assured quality procured at the lowest price and

in accordance with national and international laws to the end users in a reliable and timely fashion.

Chapter 1. Introduction

The central objective of Global Fund procurement policies is to procure quality-assured products at the lowest price and in accordance with national and international law. Procurement must be conducted and managed in a transparent fashion.

This Manual regarding the procurement procedures from the GLOBAL FUND targets these funds' users (Principal Recipient and Implementers) and merges the good practices on planning and managing the procurement with the recommendations made by the GLOBAL FUND.

The procurement procedures stated in this Manual does not apply to the payments for utilities, salaries and own personnel and communication (telephone / fax / Internet).

Why is it necessary a clear understanding of the procurement methods?

- In order to procure goods, services and civil works to improve carrying out the projects' activities in a well-framed period of time.
- In order to allocated the necessary resources, in the settled deadlines and at a correct price
- In order to make the payments for the goods, services and civil works procurement; and
- In order to avoid both the delays in implementing the projects and the unjustified costs.

What is the importance of the Procurement and Supply Management/ PSM?

By a good procurement management we assure that:

- the resources necessary for implementing and developing the project are procured by a higher attention, in economy and efficiency principle (the lowest price, the best quality delivered in a reliable and timely fashion)
- the funds allocated for the goods, products and services are strictly used in compliance with the projects' objectives and activities
- are ensured and guaranteed equal opportunities for all the suppliers

The following key principles of the procurement management must be observed:

- **Transparency, correctness and fraud prevention** – the funds are used in an honest, transparent and responsible manner
- **Equal opportunities**: all the suppliers have the right to equal treatment in the tender's organization and will be provided the same complete and correct information
- **Economy and efficiency (correct price)** – the goods and services are procured for a reasonable price.
- **Efficacy** – the products and services will fulfill the project's objectives

• **The Suppliers' ability to provide goods and services** must be documented so to assure that the promised goods and services are delivered.

The procurement procedures described in this Manual are mandatory both for the Implementers and the Principal Recipient. These have the duty to apply one of the below procedures in order to attribute any procurement contract from the projects

The Implementer will be responsible for the following:

- Cost estimation for the planned activities and assure that the approved budget won't be exceeded;
- Drawing up the Procurement Plan and the use of the adequate method for each procurement, according to the Manual;
- The procurement process will include detailed steps, timelines, responsible persons, responsibilities of the Evaluation Committee members, adapted to the particularity of each procurement.
- During the entire procurement procedure the PR will provide assistance to all SRs and verify all documents so that the file and the procedures are compliant to the rules and principles of the Global Fund and the present Procurement Manual
- Elaborating the technical specifications for the goods/estimative quotation for works/ reference terms for services and suppliers' list/Contractors/qualified consultants;
- Sending, receiving and registering offer requests;
- Evaluation of the offers and assigning the winner offer according to the established evaluation criteria;
- Providing and concluding the agreement/order;
- Checking the documents regarding the quantity and quality of the provided goods or works run by the Contractors, or reports drawn up by the consultants;
- Payments and drawing up the reports for Principal Recipient;
- Filing all the project's documents and upon request to place them at Principal Recipient, auditors and LFA's disposal.

Chapter 2. Procurement methods

Each product, work or service within the Project can be considered a procurement-theoretically for each article can be in place a procurement process. As for the practice, taking into account the big number of articles a subproject would need, this would be extremely inefficient, it would increase the procurement costs and especially it won't be timely fashion for the Project's implementation. On the other hand, it is obvious that the Suppliers' interest increases together with the agreement's value. Therefore, is in the Procurer's interest (the Procurer can be both the Principal Recipient and the Implementer) that the articles would be grouped in **procurement packages**. These packages contain similar articles from a technical perspective and refer to the same type of supplier. Moreover, the articles from a package will be divided in batch, in compliance with the articles' nature/technical characteristics and then have the markets and supplier's specific. This is done in order to attract both big and small companies and also to facilitate the

participation to the procurement process of as many suppliers as possible and to ensure competitive prices.

E.g. Equipment package:

Batch 1: Computer & multifunctional

Batch 2: Video projector & projection screen

Establishing the type of procurement

Within the projects were established the following procurement categories:

- (a) Goods procurement
- (b) Works procurement
- (c) Services procurement:
 - ⇒ Consultancy
 - ⇒ Other than consultancy

a. By Goods it is meant the materials, products, standard goods, equipment, long and short term used articles. Etc, provided by the suppliers or manufactures.

b. By Works it is meant all the operations run for building/repairing/transforming fix units, which manly are a part of the infrastructure, also, the respective materials and manual labor (e.g. Renovating the roof, repairs to an existent building, dividing some locations, etc). Due to the works' complexity authorized and specialized companies are executing them.

c. By Services it is first meant to provide consultancy services by experts, training and complex services provided by a professional team with experience in some specific fields with professional qualifications. In the same category goes the services and other than consultancy that can be easily quantified: editing, printing, organizing events – conferences, seminars, training sessions etc.

Feasible Procurement Methods

The procurement methods represent aggregate of activities carried out for allocating and concluding a procurement agreement/order and which generate products, works or services.

3.3.2. The feasible methods described in this Manual are the following:

- For **goods, services and works** according to the procurement specific:
 - *Public Bid Procurement (PBP)*
 - *Open Competitive Bid (OCB)*
 - *Request for Offers (RFO)*
 - *Direct Contract (DC)*
- For **consultancy services**:
 - *Selection based on Qualifications (SQ)*, for outsourcing the services of a company;

- *Recruiting the Individual Consultants (IC)*, for the individual consultants under the expert position;
- *Selection out of single source (SS)*, in exceptional situations, for outsourcing the consultancy services without having passed the selection process.

The procurement methods according to the procurement specific:

Procurement method		PBP	OCB	RF O	DC	SQ	IC	SS
Type								
Goods		x	x	x	x			
Works		x	x	x	x			
Services	consultant					x	x	x
	other	x	x	x	x			

The procurement methods to be applied and corresponding financial thresholds are presented in the table below:

No.	Procurement Method	Financial Threshold
1.	Direct Contract (DC)	Up to 1,000 Euro
2.	Request for offers (RFO)	Between 1,001 Euro and 50,000 Euro
3.	National Open competitive bid (NOCB)	Between 50,001 Euro and 150,000 Euro
4.	International Open competitive bid (IOCB)	Over 150,001 Euro

Chapter 3. Procurement methods' presentation

3.1. International Open Competitive Bid (IOCB)

The procedure applies for the following situations:

- Procurement of goods such as: IT equipment (such as: computers, printers), electronics (cameras, video, TV set, audio system), lab equipment (microscopes, etc), music instruments, software license etc.
- Procurement of works such as repairs, renovation, etc.
- Procurement of services, other than consultancy, such as: printing – multiplying brochures, leaflets, newsletters; accommodation services; meal services; etc.

Public Bid Procurement applies for all the goods, services and works procurement that amount more than 150,000 EURO.

The procedure infers the offer request from **at least 3 (three) suppliers**; it will be selected the supplier whose offer **complies with the technical specifications and has the lowest total evaluated price**. It necessary that the suppliers submit their offer in compliance with the provisions stipulated in the Call for tenders, this may be for the whole package or one or more batches according to the Procurer's specifications.

For works procurement it is mandatory to request offers from **at least 3 (three) Qualified Contractors**. It will be selected the Contractor whose offer **complies with the works estimated bill of quantities and has the lowest total evaluated price**.

It also may occur that not all the invited suppliers will respond to the Call for tenders. If minimum 2 offers hadn't been received, the Procurer shall repeat the process. In order to prevent the risk of receiving a single offer or none, the procurers are advised to request right from the beginning **more than three offers**. The Procurer requests the offers by mail or fax (with confirmation of receiving and registration).

The prices must be requested and received both in the national currency and EURO, with and without VAT.

3.2.1 The stages typical for this procurement method are the following:

- ✓ Elaborating the “*technical specifications*” assisted by a specialist, if the case may be. The specifications will be compiled considering the Procurer's real need and available budget, and also the procurement principals stated above, especially the free competition and equal treatment of all the suppliers;

The Technical Requirements contain:

- *Product's name;*
 - *General description;*
 - *The specific details and the technical standards/function parameters at the minimum value accepted by the Procurer;*
 - *Registration/guarantees requests;*
 - *Delivery requests;*
 - *Included manuals (installation, use etc).*
-
- ✓ Drawing up a list with suppliers big enough to ensure the competition and to secure at least 2 (two) offers from the suppliers;
 - ✓ Settling the delivery period, starting from the date of concluded the agreement/order and also other requests on the guarantee, delivery, installment, etc;
 - ✓ Drawing up the Offer Request, that is mandatory to include the annex with the Delivery Terms and Conditions being signed and returned to the Suppliers when the submit the offer;
 - ✓ Sending the Offer Request to minimum 3 suppliers. The suppliers will have **at least 20 working days** to prepare the offer;
 - ✓ Publicity of the Call for tenders;
 - ✓ Receiving and registering the offers within the established deadline. If the Procurer hadn't received minimum 2 offers, the Procurer shall repeat the process.

- ✓ Public opening the tenders received with participation of Tenderers' representatives;
- ✓ Negotiating the price;
- ✓ Evaluating the offers, drawing up the evaluation Report and recommending the winner, announcing the tenderers;
- ✓ Publication of the evaluation report;
- ✓ Publication of the contract award notice;
- ✓ The Procurer's representative will approve and sign the agreement
- ✓ Ordering the goods
- ✓ Goods' reception and inspection and the payment in compliance with the agreement;
- ✓ Filing the documents;

3.2.2 The stages typical for works procurement method are the following:

- ✓ Drawing up the „works' estimative quotation” (sketches and the simple technical specifications) with the help of a qualified professional;

The works' estimative quotation contains:

1. Works' location
2. The nature and the execution requirements, the work's general characteristics
3. The estimated necessary materials, the manual work and number of hours for construction machineries' function (where the case may be)
4. Works' execution deadline

- ✓ Settling the necessary period to finish;
- ✓ Drawing up a list with at least 3 qualified Contractors;
- ✓ Sending the Offer Requests to at least 3 Contractors in order to obtain minimum 2 (two) offers. The tenderers will have at least 10 working days to prepare the offer. The Procurer will allow the tenderers to visit the location of works, including the surroundings, so that they would have all the necessary information for submitting the offer;
- ✓ Publicity of the Call for tenders;
- ✓ Receiving and registering the submitted offers within the deadline;
- ✓ Public opening the tenders received with participation of Tenderers' representatives;
- ✓ Negotiating the price;
- ✓ Comparing and checking the submitted offers;
- ✓ Evaluating the offers and drawing up the evaluation Report with the Contractors names, price comparison and the finalization time so that the winner can be justified;
- ✓ Publication of the evaluation report;
- ✓ Publication of the contract award notice;
- ✓ Both parts signature on the Agreement, in the format presented in the annex;

- ✓ Payments for the works' execution only after the Beneficiary had ensured that the works had been executed in compliance with the works' estimative quotation and made the qualitative and quantitative reception;
- ✓ Filing and keeping all the documents.

3.2. National Open Competitive Bid (NOCB)

The procedure applies for the following situations:

- Procurement of goods such as: IT equipment (such as: computers, printers), electronics (cameras, video, TV set, audio system), lab equipment (microscopes, etc), music instruments, software license etc.
- Procurement of works such as repairs, renovation, etc.
- Procurement of services, other than consultancy, such as: printing – multiplying brochures, leaflets, newsletters; accommodation services; meal services; etc.

Open Competitive Bid applies for all the goods, services and works procurement that are between 50,001 and 150,000 EURO.

The procedure infers the offer request from **at least 3 (three) suppliers**; it will be selected the supplier whose offer **complies with the technical specifications and has the lowest total evaluated price**. It necessary that the suppliers submit their offer in compliance with the provisions stipulated in the Call for tenders, this may be for the whole package or one or more batches according to the Procurer's specifications.

For works procurement it is mandatory to request offers from **at least 3 (three) Qualified Contractors**. It will be selected the Contractor whose offer **complies with the works estimated bill of quantities and has the lowest total evaluated price**.

It also may occur that not all the invited suppliers will respond to the Call for tenders. If minimum 2 offers hadn't been received, the Procurer shall repeat the process. In order to prevent the risk of receiving a single offer or none, the procurers are advised to request right from the beginning **more than three offers**. The Procurer requests the offers by mail or fax (with confirmation of receiving and registration).

The prices must be requested and received both in the national currency and EURO, with and without VAT.

3.2.1 The stages typical for this procurement method are the following:

- ✓ Elaborating the “*technical specifications*” assisted by a specialist, if the case may be. The specifications will be compiled considering the Procurer's real need and available budget, and also the procurement principals stated above, especially the free competition and equal treatment of all the suppliers;

The Technical Requirements contain:

- *Product's name;*
- *General description;*

- *The specific details and the technical standards/function parameters at the minimum value accepted by the Procurer;*
- *Registration/guarantees requests;*
- *Delivery requests;*
- *Included manuals (installation, use etc).*

- ✓ Drawing up a list with suppliers big enough to ensure the competition and to secure at least 2 (two) offers from the suppliers;
- ✓ Settling the delivery period, starting from the date of concluded the agreement/order and also other requests on the guarantee, delivery, installment, etc;
- ✓ Drawing up the Offer Request, that is mandatory to include the annex with the Delivery Terms and Conditions being signed and returned to the Suppliers when the submit the offer;
- ✓ Sending the Offer Request to minimum 3 suppliers. The suppliers will have **at least 10 working days** to prepare the offer;
- ✓ Publicity of the Call for tenders;
- ✓ Receiving and registering the offers within the established deadline. If the Procurer hadn't received minimum 2 offers, the Procurer shall recur the process.
- ✓ Evaluating the offers, drawing up the evaluation Report and recommending the winner, announcing the tenderers;
- ✓ Publication of the evaluation report;
- ✓ Publication of the contract award notice;
- ✓ The Procurer's representative will approve and sign the agreement
- ✓ Ordering the goods
- ✓ Goods' reception and inspection and the payment in compliance with the agreement;
- ✓ Filing the documents;

3.2.2 The stages typical for works procurement method are the following:

- ✓ Drawing up the „**works' estimative quotation**” (sketches and the simple technical specifications) with the help of a qualified professional;

The works' estimative quotation contains:

5. *Works' location*
6. *The nature and the execution requirements, the work's general characteristics*
7. *The estimated necessary materials, the manual work and number of hours for construction machineries' function (where the case may be)*
8. *Works' execution deadline*

- ✓ Settling the necessary period to finish;
- ✓ Drawing up a list with at least 3 qualified Contractors;
- ✓ Sending the Offer Requests to at least 3 Contractors in order to obtain minimum 2 (two) offers. The tenderers will have at least 10 working days to prepare the offer.

- The Procurer will allow the tenderers to visit the location of works, including the surroundings, so that they would have all the necessary information for submitting the offer;
- ✓ Publicity of the Call for tenders;
 - ✓ Receiving and registering the submitted offers within the deadline;
 - ✓ Comparing and checking the submitted offers;
 - ✓ Evaluating the offers and drawing up the evaluation Report with the Contractors names, price comparison and the finalization time so that the winner can be justified;
 - ✓ Publication of the evaluation report;
 - ✓ Publication of the contract award notice;
 - ✓ Both parts signature on the Agreement, in the format presented in the annex;
 - ✓ Payments for the works' execution only after the Beneficiary had ensured that the works had been executed in compliance with the works' estimative quotation and made the qualitative and quantitative reception;
 - ✓ Filing and keeping all the documents.

3.3 Request for offers (RFO)

This method is going to be used for the goods that are available to different local and national suppliers, whose value per package amount from 1,001 Euro to 50,000 Euro. The method infers gathering the information from the market on the goods that are to be procured (price, quality, and availability), comparing them and selecting the supplier who observes the technical requirements and the market prices.

The stages typical for this procurement method are the following:

- ✓ Naming the goods' type, necessary quantity and the delivery time;
- ✓ Checking the goods' availability on the market and drawing up a list with at least 3 available suppliers;
- ✓ Sending the Offer Request to minimum 3 suppliers. The suppliers will have **at least 10 working days** to prepare the offer;
- ✓ Receiving the price list from the suppliers, goods' quality analysis and comparing the unit prices with the general prices on the market;
- ✓ Negotiating the prices if they are higher than the reference prices on the market;
- ✓ Drawing up a record of proceeding containing the supplier's name who provided the prices and the justification why the supplier was chosen considering the goods' quality, availability and price;
- ✓ Goods procurements from the supplier;
- ✓ Filing all the documents

3.4. Direct Contract (DC)

The direct procurement method can be applied without skimming through the selection process, under the approval of the Principal Recipient.

The conditions that need to be fulfilled by the Procurer, in order to apply this method are the following:

- 1) For amounts that do not exceed 1,000 Euro.
- 2) For amounts that exceed 1,000 Euro when:
 - a. An existent agreement for goods or works that had been concluded in compliance with this manual can be elongated for additional similar goods or works estimated to cost up to 20% of the initial agreement. This would occur under the condition there is no other advantageous supplier and the prices are reasonable.
 - b. A single Supplier/Contractors present in the local market and it was established that receiving offers from suppliers from other areas would cause increased prices, or
 - c. The Procurer observed all the stages in the goods' procurement process, like sending the offer requests, but didn't succeed to obtain at least 2 (two) offers.

For the situations described at points 2) a), b) and c):

- The Sub-Recipients will send to the Principal Recipient the request of direct contract for a prior control. The PR will check all the documents and justification statements and decide on the use of this procurement method.
- The Principal Recipient will send to the LFA and GLOBAL FUND the request of direct contract.
- The direct contract can be accepted if there are valid reasons (that would demonstrate that the procurer did everything to endure the competition) and the prices are comparable with the ones existing in the market.
- Within the direct contract procedure, no contract can be concluded before the Principal Recipient/GLOBAL FUND had approved it.

3.5. Selection based on Qualifications (SQ)

SQ applies for the cases when the Beneficiary wants to contract a company to provide complex consultancy services that cannot be provided by one person (e.g. Outsourcing a company with IT specialists, etc).

The method infers the request of **Letters of Intent and technical-financial offers** from **at least 3 (three) consultancy companies** and evaluation of a minimum two **Letters of Intent and technical-financial offers**. In case there is not the minimum number of submitted offers, the procedure will be rerun. The Letters of Intention will contain the company's presentation according to the requirements stipulated in the Reference Terms and also the resumes of the proposed experts.

The Technical Offer must contain the Consultant's services method, the work pan and methodology. The Financial Offer must contain the detailed costs and the total value of the offer indicating separately the prospective taxes.

The Beneficiary will negotiate the offer and will conclude the agreement with the consultancy company. As the case may be that during the negotiations, there is no

settlement for an agreement, the negotiations suspend and the Beneficiary will request the technical-financial offer to the company classified on the next place.

In order to attain the negotiations the Beneficiary will set up a Negotiation Committee, the Beneficiary will also draw it up a negotiation's records of proceeding signed and registered.

The stages typical for this procurement method are the following:

- ✓ Drawing up a description of the services – Reference Terms;
 - The Reference Terms contain:*
 - ✓ **General information on the project** (framing the services in a larger context of the subproject)
 - ✓ **The objective of the consultancy services** (what are the objectives reached by carrying out the respective services?)
 - ✓ **Description of the Consultant's activities and accountabilities, services' duration** (what does the expert has to do, concretely)
 - ✓ **The targeted outcomes** (what outcomes have to be obtained following the Consultant's activities?)
 - ✓ **Necessary qualifications** (what studies/experience/other skills do the expert need in order to execute the required services?)
 - ✓ **Evaluation criteria** (how will I evaluate and classify the experts?)
 - ✓ **Location** (where does the Consultant carry out the activity, what means does the Beneficiary provide?)
 - ✓ **Reporting** (what reports does the Consultant have to submit, the deadlines and what content doe they have to have?)
- ✓ Drawing up a list that will contain minimum **3 (three)** eligible companies (company that have the qualifications and ability to provide the consultancy services);
- ✓ Sending the request for Letters of Intent, containing the annexes for qualifications and previous experience of the company and its experts, the technical and financial offer based on the reference terms. The Beneficiary will allocate at least 10 working days to the companies in order to draw up the Letter of Intent;
- ✓ Publicity of the Call for tenders;
- ✓ Receiving and registering the submitted Letters within the deadline mentioned in the Application Form. It is necessary to obtain at least two Letters of Intention;
- ✓ Evaluating the tenderers' Qualification based on the evaluation criteria stipulated in the Reference Terms and selecting the tenderer which best fits the indicated requirements;
- ✓ Announcing tenderers on the auction results;
- ✓ Publicity of the supplier selection / contract award notice;
- ✓ Drawing up the Agreement and signing it by both parties. The final and negotiated Reference Terms will be annexed to the Agreement.
- ✓ Supporting the tenderer in starting the activities;
- ✓ Paying the company based on the documents and approved reports and after receiving the invoice;
- ✓ Filing documents.

3.6. Recruiting the Individual Consultants (IC)

In case the Beneficiary considers that the project's objective and activities that have to be achieved can be done by employing a single person, it will be applied the recruitment procedure for Individual Consultants. This method is adequate for selecting any expert, consultant, and assistant, trainer, whose services/knowledge relevant in a specific field are necessary for implementing the Project under good conditions.

This method infers that experience and the Consultant's qualification would be in compliance with the criteria stipulated in Reference Terms. It is mandatory the comparison of **at least 3 (three) Curriculum Vitae** submitted by experts in the field. **The Consultant, who best fits the stipulated qualifications requirements for the services needed, will be selected and invited for negotiations.** The CVs will be evaluated comparing and checking the candidates' qualifications and experience with the stipulated criteria. The candidate who has the highest evaluation result will be invited for negotiations and concluding the agreement. If during the negotiations, there is no settlement for an agreement, the negotiations suspend and will be proposed negotiation for the following classified candidate.

The stages that must be followed:

- ✓ Drawing up a description of the services – Reference Terms;
- ✓ Drawing up a list with eligible persons (experts who are qualified and skilled to provide the needed consultancy services);
- ✓ Inviting them to send Letters of Intent (Curriculum Vitae);
- ✓ Selecting the consultant who obtains the best score at the experience and qualification's evaluation;
- ✓ Negotiating the agreement's conditions and registering the negotiations record of proceedings;
- ✓ Publicity of the supplier selection / contract award notice;
- ✓ Concluding the Agreement;
- ✓ Supporting the consultant in carrying out the activities;
- ✓ Paying the consultant's fee based on the approved reports;
- ✓ Filling all the documents.

3.7. Selection out of single source (US)

The method of selecting out of a single source states that in exceptional situations, for contracted a consultant/company without having passed the selection process. In such cases it is mandatory the prior approval of the Principal Recipient or GLOBAL FUND (as the case may be).

The Beneficiary will send to Principal Recipient/ Global Fund an Agreement Request from the single source and the justification. The Request can be approved if the

justification is valid and the prices are reasonable. If it is considered that the reasons for direct contract are unjustified, the Beneficiary is recommended to use another procedure.

Selection out of single source for consultancy services can be adequate only if the proposed company/expert is clearly more advantageous than the rivalry, like in the following situations:

- The task represents a **normal continuation of a previous task executed** by the Consultant, estimated to cost up to 20% of the initial value of the contract;
- **There is only one Consultant** in the area and surroundings where the Project is carried out and it was established that receiving offers from other counties would increase the value of the services and increased costs, or these services are available from a single source due to the license;
- **The Beneficiary observed all the stages of the Consultant's recruitment process**, such as sending the Requests for Letters of Intent, that could not obtain a minimum of 2 (two) Letters;

The selection out of a single source is approved if there are valid reasons (that would demonstrate that the Beneficiary did everything to ensure the competition) and if all the prices are comparable with the prices on the market.

3.8. Managerial Costs

Managerial Costs represents the expenditures made for managing and administrating the Project, such as: necessary supplies for the subproject (office supplies), internal missions, telecommunication services and mail expenditures. The method used in this case should be the direct contract so to observe the economy and efficiency principle. It can also be applied if the Beneficiary's in placed procurement procedures exist and they observe the efficiency principle.

3.9. Provisions common to the Procurement methods

For each procurement process, the Procurer will have to draw up the following:

- **Suppliers list** – list of qualified suppliers/consultants who are considered for the procurement;
- **The decision to set up the evaluation committee** – by this decision, the Beneficiary's representative ratifies the constituents built in the evaluation committee.

Chapter 4. Procurement process

4.1. Establishing the Feasible Method

4.1. The Manual describes the procurement methods and the stages that have to be observed.

4.1.2. The Procurer uses a certain method for each procurement according to:

- Procurement category (goods/works/services);
- The procurement's brink threshold

- The characteristics and complexity of the goods/works/services that are to be procured.

4.2. Setting up the Evaluation Committee

4.2.1. **Structure & function.** The Procurer is accountable for setting up an Evaluation Committee for each procurement agreement. The Committee will have to:

- Check the qualification documents/ company's authorization, if these were requested;
- To open, examine and assess the offers;
- To establish the winning offer.
- To notify the contract awarding.

The evaluation Committee will contain at least 3 qualified and experienced members, and also to have confirmed moral probity.

4.2.2. **The clash of interests.** Represents incompatibilities as member within the Evaluation Committee:

- spouse, relative 3rd level inclusive, in-law relatives of 3rd level, of one of the tenderers;
- there is a work relation/collaboration with one of the tenderers;
- they were a board member of one of the tenderers;
- have shares or assets to the share capital of one of the tenderers.

All the cases mentioned before also apply for the Procurer's representatives who are accountable for the procurement.

The members of the Committee must be familiar with the procedures described in this Manual and with the information from the documents presented to the tenderers.

The evaluation is a confidential, objective and impartial manner considering the provisions on “clash of interests”.

4.2.3. The Evaluation Committee will open, examine and evaluate the offers and will establish the winning offer. It is recommended that the expert who drew up the technical characteristics/Reference Terms/works' quotation to participate to the evaluation process as a member of the Committee.

4.2.4. **Confidentiality.** The Procurer has the duty to have the offer's content confidential and also on other information on the tenderer that the disclosure might affect his right to protect the intellectual property or commercial secrets. The Evaluation Committee does not have the right to disclose to the tenderers or to other persons who officially are not involved in the procedure of assigning the public procurement agreement, information on own activity until the result of the applied procedure is being communicated.

4.2.5. **Opening & examining the Offers.** The Evaluation Committee's members' main tasks for the procurement process are the following:

- ✓ Organizing work meetings, receiving and registering the offers from the procurement responsible within the subproject team;

- ✓ Opening and checking the offers' content (if they are complete or not);
- ✓ Checking the documents on the qualification & eligibility requirements; is considered to qualify any tenderer who fulfills the minimum requirements for the qualification criteria.

4.2.6. Evaluating the technical content

- ✓ it will be established if every offer observes the requirements;
- ✓ Supplier's deviations from the required conditions and specifications will be clearly indicated by the Evaluation Committee who will mention if they are major or not;
- ✓ The clarifications' utterance (additional information or documents) that are going to be requested by the Evaluation Committee if the case may be and settling the deadline for the tenderers to respond. The clarifications request does not have to lead to a modification of the submitted offer. If the tenderer does modify the content of the technical and/or financial proposal by making the clarifications - except the modification is produced by correcting the arithmetic errors – the evaluation Committee has the right to turn down the tenderer.

4.2.7. Evaluating the financial content

- ✓ Checking the unit prices and the total value (checking all the calculations and correcting the arithmetic errors). Establishing the total evaluated price for each offer and requesting an answer from the tenderers if they approve the potential correction made; if the tenderer does not approve the correction, the offer will be considered inadequate and therefore will be rejected by the evaluation Committee.
- ✓ The arithmetic errors will be correct as follows:
 - a) if there is a gap between the unit price and the total price (that is obtain by multiplying the unit price with the total quantity), it will be considered the unit price and the total price will be accordingly adjusted;
 - b) if there is a gap between the letters and figures, it will be considered the value stated in letters and the value in figures will be accordingly adjusted.
- ✓ The offers' evaluation and subsequent to this evaluation, establishing the final classification and selecting the winner according to the practicable method;
- ✓ The prices that are being compared in order to establish the classification, are the prices provided for delivering the products to the final destination, excluding the VAT.
- ✓ The recommendation for the tenderer classified on the first place in order to provide the agreement.

The financial evaluation: starts from the unit price and the Supplier's offer are verified. In case of incongruity, the unit price prevails. If there are going to be made corrections, these will have to be approved by the Supplier and outlined in the evaluation report. Under no circumstances the prices round off.

4.3. Drawing up the Offer Request/Request of Submitting the Letters of Intent

4.3.1. For drawing up the Offer Request/Request of Submitting the Letters of Intent, The Manual has helping samples in the annexes. It is mandatory that the request would

indicate the goods/service/works that are to be procured/contracted, the Procurer's identification data, the limit data for submitting the offers/letter of intent and also other statements considered to be important by the Procurer (see the forms from the annexes). The Procurer will register the requests and will keep a bill of safe receipt from the companies invited to submit offers.

4.3.2. The Procurer will ensure that the invited companies that will submit offers have a good reputation and are functional. Also the goods, works and services stipulated in the offer, they have to be the regular activity of the company. In case the procurer receives non-requested offers, they can be accepted after checking very carefully the eligibility and the good reputation of the respective company.

The technical specifications must avoid mentioning the brand, origin. If otherwise is not possible, then after mentioning the brand is mandatory to state: „or the equivalent”.

4.4. Sending the Offer Request. Receiving the Offers

4.4.1. In order to ensure that it will be received a sufficient number of offers (minimum 2) that will ensure the competition for providing the contract/order, The Procurer will send **at least 3 (three)** offer requests or Request of Submitting the Letters of Intent (as the case may be). Furthermore, the Procurer will take all necessary measures in order to apply and comply with the principle of transparency in procurement procedures, this means publicity of the Call for Tenders. For publicity could be used web pages, newspapers and/or magazines articles, the Official Journal of the European Union, etc.

4.4.2. The Procurer will register all the received offers that will be kept in safe conditions until the evaluation process starts or opens.

In case the Procurer does not receive at least two offers/letters of intent from experts/companies, the procurement procedure will have to be rerun. If neither in the second round it is not obtained the necessary number of offers, the Beneficiary will have to prepare the necessary documentation for direct contract/selection out of a single source.

4.5. Offers' opening

The offers received within the deadline will be registered and opened (if they are in sealed envelopes). For all the received offers, at the envelopes opening stage, it will be read and verified the following:

- name of the tenderer/consultant;
- registration number, including date and hour of tender submission;
- offer's maturity date;
- total tendered price in lei and in Euro, with and without VAT;
- signatures;
- the existence of documents regarding the qualification, in case such documents had been requested etc.

The Tenderers may attend to offers opening procedure, if they express their interest in doing so. Only Tenderers who have submitted offers within the deadline established by

the Procurer may attend to offers opening procedure, if they are empowered by their organization and if they can prove their identity (copy of their ID card).

4.6. Offers' evaluation

4.6.1. The Evaluation Committee's members will be responsible for carrying out in proper way the selection and evaluation process. The evaluation of the offers must observe the procurement methods and the procedures described in this Manual. At the end of the evaluation process, the Committee's members will have to draw up an Evaluation Report.

4.6.2. The Procurer will have to check if the Committee did the evaluation in an adequate manner. The Agreement's allocation following the Evaluation Committee's recommendation does not relieve the Procurer of agreement responsibility.

4.7. Notifications. Appeals.

4.7.1. All the participants will be informed on the evaluation results (the winner's name) from a registered **notification**. It will be stated the deadline and the location where the contract will be concluded with the winner company. The evaluation result shall be made public in a transparent manner.

4.7.2. **Appeals.** The Procurer is obliged to answer to any tenderer who requests written information (exclusively) on his offer and/or the reasons for not being selected. The appeals can be done in 2 working days from the notification on the tender results. If is noticed that the reasons for the appeal are not valid, the Procurer will answer accordingly explaining the rejection reasons. If is noticed that the procedure was not observed or that there are valid reasons for the appeal, the Assessment Committee will reexamine the initial decision. The reason provided to the appeal has to be immediately sent in written one the conclusion was reached and if the final decision is changed, the tenderers must be informed.

4.7.3. The Agreement's concluding will be postponed until the answer is sent and the appeal solved.

4.8. Negotiating and concluding the Agreement/Order

Following the tenders' notification on the evaluation results, the assigned winner will be invited to negotiations. The total tendered price can be negotiated, it can only be negotiated the delivery terms and conditions, the Agreement's enforcement date, other amenities provided to the Procurer, etc. Once the agreement was concluded, it received a registration number.

4.9. Agreements' coordination

4.9.1. The Procurer will have to consider:

- ✓ Qualitative and quantitative reception of the goods/executed works/provided services;
- ✓ The observation of the agreement's terms and payment conditions;
- ✓ The observation of the prices and tariffs stipulated in the agreement.

4.9.2. All the payments will be done in the bank account indicated in the agreement by the Supplier/Consultant, once the Procurer received the documents in proof (fiscal receipts, invoices and other receipts). For the money administration it is necessary to observe the **accounting procedures** in compliance with the enforced Romanian legislation.

4.10. Registrations

All the documentation within a procurement process – offer requests, notifications, justifications offers and requests, including the mail with the Suppliers/ Contractors/ Consultants – will be registered in the Procurer register. For the mail post, it will be registered the bills of safe receipt.

All the documents will be kept in the procurement file for three years since the Sub-grant Agreement terminated.

4.11. Procurement Report

See Chapter 5 of the first section of the Operations Manual (Financial Policies and Procedures).

4.12. Suppliers' evaluation

The Suppliers' performance has to be regularly evaluated. To this purpose the Procurer will ask for recommendations from the clients of the selected Suppliers.

It is recommended to use a Client's Satisfaction Evaluation Questionnaire which has to include the following:

- Overall performance of the goods/services provided;
- The degree in which the goods/services provided complied with the client's requests;
- Delivery on time of the goods/services offered.

The Suppliers' performance evaluation shall be done annually.

Chapter 5. Quality assurance

The quality assurance represents the overall management activities necessary for the medicines (or other health products) that end up to the patient to be safe, efficient and accepted by this the quality. These activities can include, but does not limit to, registering the products, quality pre-qualification and control. This section infers to quality assurance for both the pharmaceutical products and non-health products.

5.1. The Stringent Regulatory Authority's role

Pharmaceuticals procured with Global Fund resources are subject to authorization by the Romanian Stringent Regulatory Authority, following its standard practices for drug registration (or other forms of authorization, such as authorizations for special use) for pharmaceutical products. Also the health products must comply with quality standards periodically stated by the GLOBAL FUND.

5.2. Single- or limited-source pharmaceuticals

Any single- or limited-source pharmaceuticals (products for which there are no publicly-available quality assurance standards, analytic methods, and reference standards) can be procured from the Grant funds provided that such product meets one of the following standards:

- a) Have been found to be acceptable by the WHO Pre-qualification Project; or
- b) Have been authorized for consumption in the Stringent Regulatory Authority; or

If the Procurer determines that there is only one or no equivalent pharmaceutical product that meets the standards of either a) or b), or if the Procurer determines that the products that meet these standards are unavailable and represents the same to the Global Fund/PR, and the Global Fund does not object, then grant funds may be used to procure another equivalent pharmaceutical product, provided that such product is selected in accordance with the following, in order of priority:

- i. the manufacturer has submitted an application for approval of such product to the WHO Pre-qualification Program or a stringent regulatory authority and such product is manufactured at a site that is compliant with the standards of good manufacturing practices (GMP), as certified (after inspection) by the WHO or a stringent regulatory authority; or
- ii. if the manufacturer of such product has not submitted an application for approval of such product to the WHO Pre-qualification Program or a stringent regulatory authority, such product is manufactured at a GMP-compliant manufacturing site, as certified (after inspection) by the WHO or a stringent regulatory authority.

If the Procurer intends to procure products pursuant to the criteria in stipulated under points (i) or (ii) above, the PR/GLOBAL FUND shall promptly be notified by the Procurer and will not conclude any agreement, nor a payment provided prior written approval from the PR/GLOBAL FUND.

5.3. Multi-source pharmaceutical products

For the multi-source pharmaceutical products, that are off-patent, with finished dosage form publicly available in Pharmacopoeias quality standards, the Procurer will be able to verify the compliance with the practicable standards according to the national existent procedures.

5.4. Quality control requirements for pharmaceuticals

As an element of quality assurance, quality control refers to the testing of samples against specific standards of quality. The entity responsible for quality assurance under a grant must systematically draw samples of each pharmaceutical batch purchased with Global Fund resources. Samples should randomly be subjected to quality control testing in order to monitor compliance with quality standards. The cost of such testing may be included in the Global Fund grant budget.

The Global Fund is responsible for contracting an independent third party to conduct random quality analysis of pharmaceuticals that are to be procured. Principal Recipient/Implementer shall allow to this third party the access to the deposits and gathering samples.

The Stringent Regulatory Authority's laboratories or laboratories recognized by the Stringent Regulatory Authority should be used for quality monitoring. To ensure the respective laboratories have adequate capacity for full pharmacopoeia testing, they must meet one of the following criteria:

- a) Acceptance for collaboration with WHO Pre-qualification;
- b) Accreditation in accordance with ISO17025 or EN45002;
- c) Acceptance by a stringent authority.

5.5. Pre-qualification and monitoring of pharmaceutical suppliers

Prospective suppliers should be pre-qualified (see Chapter 3.5). Selected suppliers should be monitored through a process that considers product quality, service reliability, delivery time and financial viability. (see Chapter 4.9).

5.6. Quality assurance of non-pharmaceutical health products

For all other products (non-pharmaceutical), it must be observed the same principles as for the pharmaceuticals.

5.7. Appropriate use of treatment, drug-resistance and side effects

The Procurer will implement mechanisms for:

- i. to encourage adherence to treatment (including but not limited to the use of fixed-dose combinations, once-a-day formulations, blister packs, and peer education and support);
- ii. to encourage adherence to treatment (including but not limited to the use of fixed-dose combinations, once-a-day formulations, blister packs, and peer education and support), .

All the procurement of drugs multidrug-resistant tuberculosis granted by the Sub-grant Agreement will be made must be conducted through the Green Light Committee (GLC) of the Stop-TB Initiative of WHO.

Chapter 6. Stoking and delivery

The Procurer has to manage efficiently the stocking so that he can minimize the risk of remaining with zero products in supply.

The efficient stock management must take into account, without limiting to it, the following:

- The most propitious ordered quantity
- Previsions concerning the buffer stock
- Previsions concerning the period of acquisition and its periodicity
- Storage capacity
- Storage conditions
- Product market demand

The way of stocks inventorying is presented in Chapter G within the Manual of Financial Procedures (Section I from the Operational Manual).

The financial administration of stocks has to be done in accordance with the primary method that first expires/ that is first out (English First-expiry/ first-out) for the goods and products (related or non-related to health), which have a validity term. The financial administration of stocks for goods and products (related and non-related to health) without a validity term will use the method „First in/ first out”.

Chapter 7. Registers and records example regarding acquisition

Decision Model for setting up an Evaluation Committee

No. of registering ___/_____

Decision for setting up an Evaluation Committee

The following persons will be authorized and will have the responsibility to assess the offers and to select the supplier/ the executor/ consultant in accordance with the provisions of the Sub- grant Agreement and the provisions from the Procurement Manual:

1. _____ [name, position]
2. _____ [name, position]
3. _____ [name, position]

The result of the evaluation as well the recommendations regarding the election of the winner will be presented to the representatives of the Procurer on time in order to sign the contract.

The authority which establish the Evaluation Committee that approves and signs the contracts (The Authorized Representative of the Procurer):

_____ [name, position]

Authorized signature _____

Date _____

Offer request

No of registration ___/_____

To: _____

Dear Sirs,

1. You are invited to send your price offer for the following products:

Batch no 1:

- 1. goods' name, quantity]
- 2. goods' name, quantity]

Batch no 2:

- 1. goods name, quantity]
- 2. [goods name, quantity]

2. The winner will be the company that fulfills the technical specifications required and which offer the smallest price totally assessed. The tenderers can bring only one offer that must include all the required goods mentioned above/ *the tenderers can bring only one offer for one or more batches. [the best variant of each case will be chosen]*.

3. Your offer in the format required by the Annex will be addressed and sent to:

Address:

Telephone/Fax:

E-mail:

4. The offers will be received by the Procurer no later than, at the address mentioned under line 3. The tenderer has to take all the measures so that this offer is registered by the Procurer till the deadline mentioned for the receipt.

5. Offers can be sent by post, E-mail, fax or they can be brought directly to the Procurer.

6. Your Offer, in the required format, will be handed in accordance with the delivery conditions mentioned in the Annex.

(i) PRICE. The total price must include the transportation, installation/ assembly price, as well as other local costs necessary for the product delivery at the following destination _____. VAT will be separately indicated.

(ii) EVALUATION IN GRANTING THE CONTRACT: The offers considered proper from the point of view of technical specifications will be assessed by comparing prices. The Contract will be granted to the company with the smallest total price assessed. */The Contract will be granted to the company which offers the smallest total price assessed on batches/ goods. I. [The best variant for each case will be chosen]*.

(iii) MATURITY DATE OF THE OFFER: Your offer must be valid for 30 days beginning with the deadline for handing in the offers, date mentioned under line 5 above.

7. Please confirm the receipt of this offer request and mention if you are to hand in or not an offer.

Respectfully,

[Signature of the person responsible with the procurement]

Annex

Delivery Terms and Conditions*¹

[Procurer]: _____

Supplier: _____

1. Prices and delivery terms [to be completed by the supplier]

Product No. (1)	Product name (2)	Quant. (3)	Unitary price (4)	Total value (5=3*4)	Total value including VAT (6=5*%TVA)	Delivery time (7)
1.						

2. Fixed price: The price indicated above is firm and fix and cannot be modified during the execution of the contract.

3. Delivery Program: Delivery must be done in no more than weeks from receiving the contract/ Order note, to the final destination mentioned.

4. Payment of the invoice will be made in lei, 100% at the effective delivery of the products to the final destination mentioned, on the basis of the supplier invoice and of the reception report.

5. Warranty: The product offered will be covered by the warranty of the producer for at least one year from the date of delivery to the Procurer. Please mention the warranty period and the terms_of warranty in details_

6. Packing and marking instructions:

The supplier will assure the packing of the product in order to prevent its damage during transportation to the final destination.

7. Non-execution: The Procurer can cancel the Order Note if the Supplier does not deliver the product in accordance with the terms and conditions mentioned above, after a preliminary notification for 21 days received from the Procurer, without having any obligation to the Supplier.

¹ The Annex Terms and Delivery Conditions is the form in which the Procurer wants goods supply (Point. 3 – delivery period, point. 8A “Technical Specifications – The Procurer).
The suppliers fill in the form with their offers - point.1 and point .8B - and give it back to the Procurer, signed, if they accept the delivery conditions required by the Procurer.

8. Failure to execute: the Procurer has the right to cancel the order note if the Supplier does not deliver the good in accordance with the above terms and conditions, after a 21 days prior notice, and without having any obligation towards the Supplier.

9. Technical Specifications:

[the technical specifications are to be introduced]: condition

A. Procurer specifications	B. Supplier Specifications <i>To be filled in by the Supplier]</i>
<i>Name of the product</i>	<i>Mark and type of the product</i>
<i>General description</i>	<i>General description</i>
<i>Specific details and technical standards minimum accepted by the Beneficiary</i>	<i>Specific details and technical standards of the product offered</i>
<i>Operation parameters accepted by the Beneficiary</i>	<i>Operation parameters of the offered product</i>
<i>Spare parts</i> <i>Instruments and accessories</i> <i>Manuals</i> <i>Maintenance requirements</i> <hr/> <i>The beneficiary will check the options and if it is the case he details them</i>	

10. Other mentioning:

[if the case may be. Eg: the Supplier has to include in its tender samples / presentations of the goods/services offered, etc.)

SUPPLIER NAME _____

Authorized signature _____

Place:

Date:

Evaluation Report

No of registration ____/_____

1. Information on the purchased goods _____ VAT _____

3. Number of the suppliers invited _____, answers _____

Name of the supplier	Date of receiving the offer	Price offered ¹	Conformance with the technical specifications (Yes/ No)
1.			
2.			
3.			
4.			

4. Classification of the technical corresponding offers, in accordance with the evaluated price³:

Offer	Total value assessed (no VAT)	Total value assessed VAT included
1.		
2.		
3.		

5. Corrections applied to the offers following the financial assesemnt³:

7. Name of the supplier with corresponding specifications – the smallest price offer assessed _____

8. Total value of contract _____ lei, VAT _____.

Evaluation summary

[short description of each tender, of the advantages and disadvantages of each tender / good / service, the compliance or non-compliance with the technical specifications requested by the Procurer and the conclusion if the tender is selected as winner or not]

The members of the Evaluation Committee *[Name/Signature/Position]*

1. _____ / _____,
2. _____ / _____,
3. _____ / _____,

Date:

[Note:

The instructions written in Italic from the table will be removed and replaced according to each case.

1. *The total price offered by the supplier will be filled in as it is written in the financial offer; it will be mentioned also if this includes VAT;*
2. *The assessed price is the price offered by the supplier to which the arithmetical corrections were applied/ the calculations errors were eliminated;*
3. *The offering company will be indicated and the applied corrections will be detailed.*

Notification Model

No of registration ____/_____

To: *[the name of the Supplier that handed in the offer is to be introduced]*

- _____
- _____
- _____

NOTIFICATION

Dear Madam/ Dear Sir

Following the evaluation of the offers handed in by your company, the Evaluation Committee established that these offers are in accordance with the technical specifications formulated by the Procurer and the winner company is _____, as it has the smallest total price evaluated.

The winner company is invited to the Procurer premises to sign the order note *[the contract]*.

All claims against the result may be submitted within 2 working days from the notification date, at the Procurer’s headquarter. *[exact address where the claims may be submitted, to mention also the date and hour deadline]*

The Beneficiary Representative Signature

Agreement Form

PRODUCT PROVISION AGREEMENT

no. ____ dated _____

1. The Parties:

The Principal Recipient, having its headquarters located in....., phone:....., sole registration code issued....., account number....., opened with....., duly represented by..... in his/ her capacity as Beneficiary

And (The Implementer?)

..... having its headquarters located in....., registered with the Trade Registry of the legal entities under no....., sole registration code..... issued....., account number..... opened with, duly represented by....., hereinafter referred to as the Supplier

The present agreement was concluded by the parties under the following terms:

2. Subject-matter of the agreement:

2.1. The Supplier undertakes and agrees that it must ensure the p and setting of products, as well as their guarantee in accordance with the present agreement, Annex 1 – Technical Specifications and Annex no. 2- Delivery Chart.

2.2. The Implementer must abide by and pay to the provider the agreed-upon price to ensure the fulfillment of the present provision agreement.

3. Value of the agreement

3.1. The full value of the agreement for the eligible products and services is of..... LEI (out of which stand for VAT) and entails the provision, delivery and installment of the aforementioned products.

3.2. The value of the grant is firm and will not be subject to change as long as the Agreement is in effect.

4. Lapse of time:

The provider must ensure that products mentioned in Annex 1 of the present agreement are supplied and installed no later than [lapse of time] since the agreement was concluded by both parties. It is equally mandatory for the Supplier to ensure the guarantee of the products during the period stated in the present agreement.

5. Applicability

The agreement comes into force once both parties will have signed it.

6. Products' reception

6.1. The reception of the products will take place at the final destination mentioned by Annex 2 and will be confirmed by the reception signature of the Procurer's authorized representative on the delivery –related documents issued by the Supplier, as well by issuing and signing the reception agreement.

6.2. Should a product not comply with duly specifications, the Procurer is entitled to reject it, whereas the Supplier is compelled:

- Either to replace the rejected products
- Or to operate all changes deemed fit so as the products comply with the technical specifications.

In either case, the value of the agreement shall not be subjected to change.

6.3. Clauses 8.1. and 8.2. will not release the supplier of any of his obligations within the contract, including ensuring product warranties.

7. Packaging and stamping of products

The Supplier must provide adequate product packaging so as to ensure excellent resistance to product handling during transportation, protection from bad weather and exposure to extreme temperature, sun rays or precipitation that may occur during transportation or open-air storage and thus do his best so that the products reach their destination safely.

8. Delivery of products, accompanying documents and records

8.1. The Supplier must deliver the products to the final destination mentioned by the Procurer in Annex 2, no later than [deadline] since both parties signed the agreement.

8.2. In addition, the Supplier shall remit to the Supplier the accompanying documents, i.e.:

- (a) fiscal invoice
- (b) sender's receipt
- (c) guarantee certificate

8.3. The Procurer certifies the total delivery of the products following the installment and reception, by means of his authorized representative's receipt signature on the documents issued by the Supplier in view of the delivery.

8.4. The delivery of the products is deemed complete once the provisions set out in clauses 8.1-8.3 are fulfilled.

9. Services

In addition to the provision and installment of products, the Supplier is legally bound to ensure the products' guarantee without changing the full value of the agreement.

10. Guarantee period applicable and granted to products by the Supplier

10.1. The Supplier is legally bound to guarantee that the products he provided in compliance with the agreement are brand new and latest generation products have not been used before and entail all the latest improvements in the design and structure of the materials. The Supplier also guarantees that all products comply with the provisions of the present agreement and have no fabrication flaws, manual labor flaws or faulty components.

10.2. The guarantee period granted to the products by the Supplier is months. The guarantee period commences from the receipt date, following the delivery and installment of the products at the final destination.

10.3. The Procurer will notify the Supplier in writing with reference to any entitled grievance or charges according to the guarantee. The notification to the parties shall take place within 5 days from the moment one of the parties will have brought to the attention of the other the finding of flaws

10.4. Shall the Supplier receive the abovementioned notification, he is compelled to repair the damage or replace the product in due time, as agreed, with no incremental cost increases. The products replacing the flawed ones during their guarantee period benefit of a new guarantee that comes into effect following the replacement.

10.5. Shall the notified Supplier fail to repair the damage within the agreed-upon time limit the Procurer is entitled to initiate repairs on the Supplier's risk and costs without infringing other rights of the Procurer towards the Supplier, as granted by the agreement.

11. Payment

11.1. Payment will be made in Romanian LEI, after products' reception and after the Supplier has issued the fiscal invoice.

11.2. The Procurer must remit payment to the Supplier no later than days following the issuing of the fiscal invoice.

12. Amendments

The present agreement shall be modified only by subsequent written agreement of the parties and it will bear the signature of both parties' authorized representatives.

13 Delays in fulfilling the agreement

13.1. Shall the Supplier fail to meet the delivery or rendering services deadline, as stated by Clause no. 4 of the present agreement, in the course of the latter's fulfillment he must notify the Procurer in due time; the delivery deadline will be modified only by written agreements of the parties, through an additional act.

13.2. Provisions of clause 14.1. state that delays in fulfilling the agreement entitle the Procurer to reclaim 0,60% penalties per day of delay for the unfulfilled sections of the provision agreement.

14. Penalties, compensation and claim regulations

14.1. Shall the Supplier be the sole responsible for failure to comply with the obligations he undertook in the agreement, the Procurer is entitled to deduct the equivalent of 0,06% per day of delay out of the unspent value of the agreement. This amount will replace penalties as such.

14.2. Shall the Procurer fail to ensure payment of the invoice within no more than 10 days since the period referred to in Clause 11.2, he is compelled to disburse an amount of 0,06 % per day of delay out of the payment not made.

15. Revocation of the Agreement

15.1. Shall one party fail to comply with the obligations undertaken by the present agreement, the other is subsequently entitled to ask for the revocation of the provision agreement and claim payment of compensation.

15.2. The Procurer is entitled to initiate denouncement of the provision agreement within a time limit of 30 days since the occurrence of circumstances that could not be foreseen when the agreement was concluded and that lead to changes in the provisional clauses to the extent that the fulfilling of the aforementioned agreement would be contrary to public interest.

16. Force majeure

16.1. Force majeure is designated as such by will of an authoritative body.

16.2. Force majeure exonerates the contracting parties from fulfilling the obligations they undertook by means of the present agreement during the time it is in effect. Fulfillment of the agreement will be suspended as long as force majeure is in effect. However, this will not lead to an infringement of the rights the parties were entitled to before force majeure actually came into play. Invocation of force majeure by one of the parties entails its liability of immediately notifying the other party with respect to force majeure and take whatever necessary steps it deems fit in order to prevent consequences.

16.3. Shall force majeure come into play or shall the parties estimate that its effect will last more than 6 months, each party is entitled to notify the other of the complete termination of the present agreement and no party has a right to make a claim of compensation from the other party.

17. Handling litigations

17.1. Both the Procurer and the Supplier will do their best to solve all misunderstandings or disputes via direct and amiable negotiation, within the agreement or stemming from its fulfillment.

17.2. If matters of contention cannot be solved within 15 days from the outset of the unofficial **negotiations**, both parties are entitled to ask that the dispute be handled by Romanian judicial bodies.

18. The language governing the agreement

18.1. The language governing the agreement is Romanian.

18.2. There are only two Romanian originals of the present agreement.

19. Exchange of information between the parties

19.1. **Every** exchange of information between the parties that is related to the fulfillment of the present agreement must be remitted in written form. All written documents must be registered when conveyed, as well as when received.

19.2. Parties can communicate by phone, telegram, telex, fax or email, provided that the receipt of **information** be confirmed in written.

20. The law that applies to the agreement

The agreement will be interpreted according to Romanian legislation.

Annexes:

Annex no. 1 – Technical Specifications [*in accordance with the Supplier's offer*]

Annex no. 2 – Delivery Chart

Beneficiary

Supplier

Proceedings Report Form – Direct Contract

Registration No. ____/____

**OFF-SHELF PROCUREMENT
PROCEEDINGS REPORT FOR SUPPLIERS' SELECTION**

Name of Procurer: _____

Goods to be procured / specifications: <i>-a-</i>	List of Suppliers/ Offers <i>-b-</i>	Offered Products <i>-c-</i>	Quantity. <i>-d-</i>	Price per unit <i>-lei-</i> <i>-e-</i>	Full Value <i>-lei-</i> <i>-f=d*e</i>	Full value, including VAT <i>-lei-</i> <i>-g=f*%VAT</i>	Signature of Supplier <i>-h-</i>
<i>Product X, details</i>	<i>SUPPLIER NO.1</i>	<i>Offered model X</i>					
<i>Product Y details</i>		<i>Offered model Y</i>					
<i>Product X details</i>	<i>SUPPLIER NO.2</i>	<i>Offered model X</i>					
<i>Product Y details</i>		<i>Offered model Y</i>					
<i>Product X details</i>	<i>SUPPLIER NO.3, etc.</i>	<i>Offered model X</i>					
<i>Product Y details</i>		<i>Offered model Y</i>					

As a result of the analysis of goods and prices set forth by the following companies:

_____,
_____,
_____.

It was decided to procure goods from company....., as they comply with the standards required by the Procurer and have the lowest price.

Signature of Procurer,

Date: ____/____/____

Call for tenderers: Procurement of Works

Registration no:

To: _____ [*name of Tenderer*]

1. [The Procurer] _____ received a grant from the Global Fund for Fighting Against HIV/AIDS, Tuberculosis and Malaria, via the Principal Recipient and aims to use part of the funds to contract the works for which this tender was opened. Therefore, we invite you to present your offer for carrying out the following works:

: _____
[*denomination of works*].

2. The estimated budget of the works, together with sketches and the necessary specifications is to be found in attachment. The venue of the project can be checked at any time before the offers have been submitted. Activities must be completed within [... days, ... weeks,.... months] once both parties had signed the agreement.

3. The price offer, both in LEI and in EUR must be sent to the following address:

Beneficiary _____

Address _____

Phone/ Fax: _____

Contact Person: _____

4. The deadline for submitting offers is.....; offers can be submitted either by post or at the abovementioned address. Offers not meeting the deadline will be returned to the tenderers in their originally sealed envelopes.

5. Your offer must maintain its validity for at least 30 days from the submission deadline, as mentioned above.

6. It is compulsory that the offers be accompanied by the following documents:

- a) The registration certificate of the company, as well as an authorization proving it can carry out works such as those required by the offer
- b) Information on the company's record in this field and similar agreements (subject-matter and value)
- c) Information on the proposed team that would put in places the agreement.

Failure to provide either may disqualify the project from consideration.

Responsible of Procurement:

Name: _____

Signature: _____

Annex No.1. Sketches, specifications and budget of the works [to be fulfilled and attached by the Procurer]

Annex No. 2. Agreement Form for Performing Works

Agreement

Registr. No. ____ dated _____

The Parties

[The Procurer] _____ (Beneficiary), having its headquarters located in _____, phone _____, sole registration code _____, bank account no. _____, opened with _____ Bank, duly represented by _____, in his/ her capacity as _____,

and

_____ (Contractors), having its headquarters located in _____, registered with the Trade Registry of the legal entities under no....., sole registration code..... issued on....., account number..... opened with, duly represented by....., in his/her capacity as.....

The parties under the following terms concluded the present agreement:

The Beneficiary accepted the offer proposed to him by the Executor in order to carry out and complete the works described in the Annex to the present agreement and therefore he will ask the Executor to carry out _____ [subject-matter of the works].

1. The subject matter and value of the agreement

1.1. The Executor must and complete _____ [denomination of work], in accordance to the obligations undertaken within the present agreement and based on his offer agreed upon by the Beneficiary.

1.2. The Executor undertakes to repair all possible damages according to technical norms and regulations that are in effect under Romanian law, complying with legal provisions and authorizations obtained. The Executor is also responsible for coordinating and organizing the section comprising the contribution of the community, which he will duly incorporate in the carried out works.

1.3. The Beneficiary undertakes to pay the Executor the agreed-upon price in order to fulfill the contract, which amounts to..... lei (please type the text equivalent of the amount (the VAT is lei) to be paid according to payment graph. The EUR equivalent for the price of works is of..... EUR, out of which the VAT amounts to..... EUR.

2. Lapse of time of the agreement

2.1. The Executor undertakes to carry out and complete [denomination of work] as comprised in the performance chart, within weeks since the present agreement comes into force.

2.2. The present agreement comes into force once both parties have signed it.

3. Completion of works. Revocation of the agreement

3.1. The works must be completed no later than..... The Beneficiary has a right to prolong the completion date either where force majeure is concerned or if he deems fit.

3.2. The whole of works or any part of the works estimated to be completed within the due time lapse set by the execution graph must be completed during the time limit commonly agreed by the parties. This specific time limit is to be calculated from the beginning of the works onwards.

3.3. (1) Once the works are completed, the Executor must notify the Beneficiary in writing of the fulfillment of the reception criteria and ask the latter to convene the reception committee.

(2) Based on the reports regarding the carried out works and in *situ* research, the Beneficiary will decide whether all necessary criteria in order to call for the reception committee are met. Should flaws or deficiencies be found, these will be signaled to the Contractor and deadlines for repair and completion of works will be equally set. Following the repair of all flaws and deficiencies and the renewed wish of the Executor, the Beneficiary will re-convene the reception committee.

3.4. The reception committee must register the extent to which the agreement has been so far fulfilled by comparing its clauses with the execution documentation and the provisions in force. Depending on the observations registered by the committee, the Beneficiary is entitled to endorse or reject the reception.

3.5. The reception is also valid for parts of the works, which are different from a physical and functional point of view.

4. Revocation

Failure to comply with obligations undertaken by the present agreement by one of the parties entitles the prejudiced party to push for the revocation of the agreement and claim compensation. Fundamental breaches of the agreement include but are not restricted to:

- ⇒ The Executor cuts works for more than 10 days, without prior authorization from the Building Site Inspector;
- ⇒ The payment certified by the Beneficiary has not been made within 30 days since he was handed the invoice.
- ⇒ The Beneficiary informs that the Executor has failed to repair damage within 21 days, as stated in the convention.
- ⇒ The Executor delayed the completion of works with more than 30 days.
- ⇒ The Beneficiary may not take into account the abovementioned stipulations and still cancel the agreement for his benefit by sending the Executor a prior notice of thirty (30) days. Shall the agreement be cancelled; the Executor will cease works, supervise the building site and relocate within 15 days from the reception of the prior notice.

5. Obligations and liability of the parties

5.1. Liability of the Executor:

5.1.1. The Executor must perform and complete works, as well as repair hidden damages, with the due attention and promptness, in accordance with the obligations undertaken within the present agreement.

5.1.2. The Executor is equally responsible for the monitoring of works, labor force provision, as well as for supplying materials, installments, equipment and all other objects are they provisional or definitive, required by and for the agreement, insofar as the necessity of their provision is comprised in the agreement or may be reasonably inferred from it.

5.1.3. The Executor undertakes to promptly notify the Beneficiary of all errors, omissions, and vices and so forth that his analysis of the project or of the Work Plan has revealed during the fulfillment of the agreement.

5.1.4. The Executor will be liable for the security of all activities taking place in the building site. He is also fully liable for the monitoring of works, from their very outset until their final acceptance, the stability and safety of all works in the building site, as well as of the technical procedures.

5.1.5. During the carrying out of works and repairing hidden vices, the Executor is compelled to:

a) take all necessary steps to protect all persons authorized to operate in the building site and maintain order in the building site (as long as it is under his command), as well as maintain order for works (as long as the Beneficiary has not completed them), so as to avoid all possible threats to the safety of those persons.

b) supply and maintain at his expense all illumination devices, protection, enclosure, alarm and security devices, provided that these are necessary or have been requested by the Beneficiary or other authorized entities with a view to protecting works or ensuring the comfort of the nearby inhabitants;

c) take all reasonably necessary steps to protect the environment in and outside the building site, to avoid that individuals, public properties or others suffer prejudice or damage, as a result of pollution, noise or other factors generated by his work methods.

5.2. Beneficiary's Liability

5.2.1. At the beginning of works, the Beneficiary undertakes to obtain all authorizations and notes necessary to perform works.

5.2.2. The Beneficiary is entitled to monitor the execution of works and to establish their conformity by confronting them with the specifications comprised in the annexes to the present agreement. The contracting parties must notify each other in writing of the identity of their professionally certified representatives for this purpose, such as the technical execution manager on behalf of the Executor, the building site inspector or other physical or judicial legally certified person representing the Beneficiary.

5.3. Force Majeure

Both parties have a right to cancel the agreement if they provide 30 days prior notice, in case of absolutely unforeseeable events such as wars and natural phenomena: earthquakes, flooding, fire.

6. Payment conditions

6.1. Following the completion and certification of activities, the Executor is entitled to issue an invoice that the Beneficiary can pay within 30 days after having received it.

6.2. The Beneficiary can perform partial payment operations if the Executor requires so, in accordance with the value of the works carried on the basis of the agreement as soon as possible. The carryout of works must be proved as such by means of a provisional work report, the purpose of which is to assure a quick and reliable check.

6.3. Payment of the final invoice will be made immediately after check and acceptance of the definitive payroll elaborated by the Beneficiary. In the event that the check is, for various reasons, expected to last longer, but especially as a result of potential litigations, the counter-value of the works not affected by the litigation will be paid immediately.

6.4. The agreement will not be deemed complete until the proceeding reports of remittance-receipt have been ratified by the reception committee. The proceeding reports of final receipt may refer only to parts of the works, provided that these are different from a physical and functional point of view. The final reception will be made according to legal provisions in force, once the guarantee has expired. Payment of last amounts due to the Executor will not be conditioned by delivery of the final reception certificate.

6.5. Payment conditions in the event of revocation.

If the Executor cancels the agreement as a result of a fundamental breach of it, the building Site Inspector will issue a certificate to prove the value of the completed works and of the already ordered materials, subtracting from the full amount the payments in advance. Shall the full amount due to the Beneficiary exceed any amount due by the Executor, the difference in payment will be left in sole charge of the Executor.

7. Litigations and arbitrage issues

7.1. Both the Beneficiary and the Executor will do their best to solve all matters of contention stemming from or related to the agreement via direct, amiable negotiation. Shall this not be possible; the matter of contention will be forwarded to the authorized Romanian judicial bodies

7.2. The present agreement will be governed by Romanian legislation into force.

Representative of the Beneficiary:

Representative of the Executor

Name of representative/position/signature: Name of representative/position/signature

The present agreement is made in duplicate, each of which has identical validity, one copy for each party.

Annexes: The Project Work Plan and the Work Execution Graph

Proceeding Report Opening the Tender Regarding Procurement of Works

Registration No.: ____/_____

Purpose of works: _____

Method	Call for tenderers regarding procurement of works
Submission date for Offers	
Deadline for receiving price offers	
Deadline extension (if existing, provide explanation)	
Number of offers received	
Date, hour and place of the opening	
Validity Term for the Offer (days)	

Evaluators will open only the price offers received before the deadline.

Name of Company			
Documents comprising the Offer –compulsory (YES or NO)	1.	2.	3.
Registration Certificate			
d) Information on the company's record in this field and similar agreements (subject-matter and value)			
Information on the proposed team that would put in place the agreement			
Offer Form			
Full Value (lei) Full Value (euros) (according to the Offer Form)			

Members of the Evaluation Committee:

1. _____
2. _____
3. _____

Evaluation Report regarding procurement of works

1. Procurement package (information on works) _____

2. Number of Suppliers invited _____, number of responses _____

Name of Executor	Receipt Date for the Offer	Offered price (lei)	Prerequisite Documents for Qualification (YES/NO)
1.			
2.			
3.			
4.			

3. Non-corresponding offers /lack of conformity with project work plan and budget, as well as the deadlines set by the Beneficiary-explanations _____

4. A classification of corresponding offers according to their price, following their evaluation:

Name of Executor	Offer Value (lei , VAT excluded)	Full value of the offer: VAT included
1.		
2.		
3.		

9. Name of Executor, the technically corresponding offer; the lowest price evaluated:

10. Full Value of the Agreement (LEI, EUR) _____

Members of the Evaluation Committee [name/position/signature]:

- 1. _____ / _____
- 2. _____ / _____
- 3. _____ / _____

Selection of Individual Consultants

1. Application for Submissions of Letter of Intent

Name of the Beneficiary: _____

Address: _____

Title of the Project: _____

Dear Madam/Dear Sir,

1. We hereby invite you to submit a letter of intent regarding the rendering of consultancy services in the field of _____ [*denomination of services*] For further information on services, please see the „Reference Terms” attached.
2. The letter, including a Curriculum Vitae filled in on the attached form and a proposal of payment for the aforementioned services will be sent by fax or post to our address stated above, within deadline: _____ [*deadline*].
3. The evaluation of the CVs will be based upon the comparing and checking of candidates’ qualification and experience, according to the criteria described in the Reference Terms. The best candidate with best results will be invited to sign the agreement.
4. The rendering of services starts from _____. The lapse of time deemed necessary for the execution of the allotted task will be _____.
5. Your payment proposal must comprise all costs for the rendered services according to local conditions: taxes, travel and communication expenses, as well as all other material costs, besides the fees charged (per working day/ per working hour). The costs for elaborating the CV and signing the agreement are not to be reimbursed as direct costs of the task.
6. Please find attached the following documents:
 - CV Template
 - Reference Terms
7. For further information on the allotted task and local conditions, please contact the Beneficiary, using the address on top of the page.

Best regards,

Signature of the Responsible for Procurement

Date:

Annex 1 CV Template

Name of the Consultant _____

Occupation _____

Date of Birth _____

Current Address _____

Proposed Task _____

Current employer _____

Position _____

Years with the organization _____

Membership in a professional body _____

Information on the allotted tasks _____

Key Qualifications (sum up your experience that you consider relevant to the proposed task). Describe, if necessary, the degree of responsibility you had, while mentioning dates and locations

Education (write a brief description of your high studies and other specialized studies, while mentioning the denomination of the institution providing education, the period of studies and academic titles/type of diploma)

Professional experience (list all positions that you held over the years, as well as appointments, while mentioning the identification data of your employer. Provide details regarding your activity within the positions you held during the last 5 years)

Certification: I, the undersigned, certify according to my knowledge that the aforementioned data is precise. I also guarantee that there is no conflict of interest with regard to the proposed task.

For the services rendered I will charge _____ lei, the equivalent of _____ euros, (for all services/ per month; please present your offer regarding payment conditions and deadlines)

Date _____

Signature _____

Annex 2. Model for Reference Terms

REFERENCE TERMS

[DENOMINATION OF CONSULTANCY SERVICES]

I. General information on the project

Beneficiary: _____

Please provide a brief description of the project and of its general objective.

II. Purpose of Services

Please fill in the purpose of the services in view of which the selection of the Consultant will be made)

III. Description of activities and responsibilities of the consultant

In order to fulfill the abovementioned objectives, the consultant will embark on the following activities (*description and time lapse of activities*)

Based on his relevant experience in this field, the Consultant is required to render services taking into account the principle of economy and effectiveness and thus provide work at the highest ethical and professional level.

Expected results:

IV. Necessary Qualifications:

The following qualifications are a pre-requisite for the admission of the candidate:

[fill in according to each case, according to specific requirements]

Examples of criteria:

- *High studies in the field of... _____*
- *No less than ____ years of experience in the field of... _____*
- *PC literacy*
- *Knowledge of English/French etc.*
- *It would be desirable for the candidate to be experienced in work with children*

V. Evaluation Criteria

	CRITERIA	Highest Possible Scores
1.	General Qualifications (general education and training, experience-measured in years of work- position held, etc)	30 pts.
2.	Specific qualifications and skills (specific education, training and experience bearing relevance to the allotted task)	50 pts.
3.	Experience in managing projects financed through the Global Fund	20 pts
	Maximum Possible Score	100 pts

Selection of the Consultant:

The Candidate receiving the highest evaluation score will be invited to negotiate the agreement.

VI. Location and Reporting Progress

The Consultant will perform activities [location, further details]

The Consultant will elaborate the following reports: [description of the reports' content, deadlines, etc]

Annex No. 3. Service Agreement Form

Agreement

THE PRESENT AGREEMENT (“**The agreement**”) has been concluded _____
[fill in the start date of the allotted task], by and between _____ [provide the
name of the Client] (“**Client**”) having its headquarters located _____
[provide the client’s address], and _____ [fill in the Consultant’s name]
 (“**Consultant**”) having its headquarters located (address) in _____
[provide the Consultant’s address].

Taking into account the requirement of the Client that the Consultant shall render the
services mentioned in the” Reference Terms” Annex to the Agreement

and

Taking into account that the Consultant expressed his willingness to render these
services,

The parties agreed upon the following:

1. Services

- The Consultant will render services comprised in the Annex A, integrant part of this agreement, entitled „Reference Terms” (Services).
- The Consultant will elaborate the reports, abiding by the form and deadline mentioned in Annex B „Consultant’s Obligations to Submit Reports”

2. Deadline

The Consultant will render Services beginning with [provide start date until [provide end date] or all other deadlines subsequently agreed upon by the parties in writing.

3. Value of the Agreement

The value of the agreement is of _____ LEI, which amounts to _____ EUR and entails the fees charged by the Consultant, as well as all costs related to the rendering of services stated in the present agreement (prints, communication, travel expenses, accommodation and others alike)

The Consultant is subject to payment of fees and taxes levied under current legislation, the amount of which is considered to be comprised in the value of the agreement.

4. Payment

Payment will be made no later than ten days following the completion of the activities and acceptance of reports by the Client Coordinator.

(Guidance for reception of services)

5. Project Management

A. Coordinator

The Client appoints Mr./Ms. _____ [fill in name and surname] as Client Coordinator; the Coordinator will be responsible for supervising the fulfillment of contractual provisions, as well as for reception and acceptance of materials delivered by the Client.

B. Time Schedules

As long as the agreement is in effect and during fieldwork, the Consultant's employees who are rendering the services comprised in the agreement may be required to elaborate time schedules or other documents with a view to establishing a work schedule abiding by the instructions set forth by the Project Coordinator.

6. Performance Standards

The Consultant undertakes to render services at highest performance, professional and ethical standards.

7. Confidentiality

During execution of the agreement and two years following its completion, the Consultant shall by no means disclose any confidential information related to the services rendered within the agreement, or related to operations performed by the Client, without prior approval from the Client himself.

8. Property of Materials

All studies, reports, graphical materials, software or other tools elaborated by the Consultant for the Client in accordance with the Agreement will be considered property of the Client and will remain as such.

9. Activities that the Consultant cannot be engaged in

The Consultant agrees that as long as this agreement is in effect and also following its termination he will be entitled to supply neither goods, nor services or ensure provision of merchandise (other than those required for the continuation of separately negotiated services) for all projects related to or derived from the aforementioned Services.

10. The law governing the agreement

The agreement will be governed by current Romanian legislation.

11. Handling of Litigations

Both the Client and the Consultant will take all necessary steps in order to handle any contention or dispute that may rise within or in relation to the fulfillment of the agreement by amiable, direct negotiation. All litigations or disputes related to the Agreement that cannot be solved via amiable negotiation between the contracting parties will be forwarded to authorized judicial bodies.

12. Termination

If the present agreement is terminated, the Client undertakes to pay the Consultant the value of the amounts the latter is entitled to for the services he rendered prior to the termination. The Consultant undertakes to provide the Client with full or partly reports, as well as others items of

information and documents collected within the present agreement and prior to its termination.

13. Fraud and corruption

The Client has a right to terminate the present agreement by means of submitting a written notification to the Consultant if the latter is deemed by the Client to have engaged in corruption or fraud within the execution of the agreement.

Definitions in use for this specific clause:

- ⇒ “Practice of corruption” means to propose, grant, receive or require valuable goods so as to exert influence over the actions of a civil servant during the selection process or the execution of the agreement.
- ⇒ “Practice of fraud” entails providing false or forged records of deeds so as to exert influence over the selection process or the execution of the agreement, in a way that is detrimental to the Client and comprises secret illicit agreements between the consultants (prior to or following the submission of offers). Such conducts aim at establishing artificial levels of non-competence and restrict the Client’s access to free, open competition.

ON BEHALF OF THE CLIENT

ON BEHALF OF THE CONSULTANT

Signed by _____
Position Held: _____

Signed by _____
Position Held: _____

Annex to the Agreement:

Annex A: “Reference Terms” (Services)

Annex B: „Consultant’s Obligations to Submit Reports”

Evaluation Report on Hiring Individual Consultants

Evaluating Individual Consultants

1. Project Title: _____
2. Scope of consultancy services _____
3. Method applied: **SELECTION OF INDIVIDUAL CONSULTANTS**
4. Deadline for submitting offers _____
5. No. of consultants who were invited: ____ No. of consultants who submitted CVs ____
6. Evaluation of qualifications and skills (score):

Name of Consultant	Score
1.	
2.	
3.	

7. Classification of Consultants on the basis of results:

I	
II	
III	

8. The Evaluation Committee advocates that the following Consultant deemed to be the most qualified applicant is convened for negotiations: _____

Members of the Evaluation Committee (*name /signature/ position held*):

1. _____ / _____
2. _____ / _____
3. _____ / _____

Please attach a summary of the evaluation (individual evaluation of every Letter of Intent, including comments on each applicant)

Selection of Consultancy Companies

1. Application for Submission of the Letter of Intent

Name of the Beneficiary: _____

Address: _____ Phone/Fax _____

Project Title: _____

Dear Madam, /Dear Sir,

1. We hereby invite you to submit a Letter of Intent for rendering consultancy services in the field of _____ (*brief description of the services*). For further details on services, please see the „Reference Terms” attached
2. The Letter will entail data on the experience and qualification of your company, CVs of the proposed experts, as well as a financial offer for the mentioned services.
3. The deadline for submitting Letter of Intents at the aforementioned address is.....
4. The winner will be designated in accordance with the Quality-Based Company Selection Method and with procedures described in the present application. Evaluation of Letter of Intents will be based on criteria described by the Reference Terms.
5. The company whose qualification and references are deemed most suitable and whose technical and financial offer is the best of all applications will be convened to sign the agreement. In the event that no agreement is reached, negotiations will cease for the time being and the following listed company will be required to submit an offer.
6. The rendering of services shall begin on..... The lapse of time deemed necessary for completion of the allotted task is of.....
7. Your financial proposal must comprise all costs related to the services rendered in accordance with local conditions: taxes, travel expenses, communication expenditure and all other material costs, as well as fees charged (per working day). Costs associated with the elaboration of the Letter of Intent and the negotiation of the agreement is non-reimbursable as direct costs for the task.
8. Please provide accompanying documents as follows: a) Company Experience and Qualification Form b) CV Draft c) Reference Terms d) Agreement

Signature of the Beneficiary’s Representative

Date:

Annex No. 1.

Experience and Qualifications of the Company

Relevant services rendered by the Company, highlighting its experience and qualifications

Based on the following form, provide information on previous agreements fulfilled by your company

Name and Description of Rendered Services

Location:

Name of Client:

Experts provided by the company in order to render services (field of action)

Real Work time (total of days/weeks/months)

Authorized Signature:
Name and Capacity of Representative:
Name of Company:

Annex No 2. Experience and Qualifications of proposed experts (CV)

- please see CV Template in „Selection of Individual Consultants” Section

Annex No. 3. Model for the Reference Terms and the Subject Matter of the Services

REFERENCE TERMS

[INSERT DENOMINATION OF CONSULTANCY SERVICES]

I. General information on the project

Beneficiary: _____

Insert a brief description of the project, fill in general objective

II. Purpose of the Services

Insert the purpose of the services on which is based the selection of the Consultant

III. Description of activities and liability of the consultant

In order to fulfill the abovementioned objectives, the Consultant will carry out the following activities (description of activities, lapse of time)

On the basis of his relevant experience in this field, The Consultant is required to render services in compliance with the principles of economy and effectiveness, whereby he provides the Client with work of highest ethical and professional level.

Expected results, as follows:

IV. NECESSARY QUALIFICATIONS:

1. For the company: *[please provide adequate information for every particular context, according to specific requirements]*

Example:

- The minimum required experience in this field is years.*
- The company must have performed at least..... similar tasks.*
- Other experience-related requirements*

2 . The experts proposed by the company must be qualified as follows [please provide adequate information for every particular context, according to specific requirements

Examples:

- High studies in the field of.....
- No less than ___ years of experience in the field of _____
- PC literacy
- Knowledge of French/English
- It is desirable that they be experienced in working with children

V. Evaluation Criteria

	CRITERIA	Maximum Highest Score Possible
1.	Experience in managing projects financed through the Global Fund	20 pts
2.	General Qualifications of the Company (previous projects, years of experience)	25 pts
3.	Specific qualifications and experience (previous projects carried out in the specific field, that bear relevance to the allotted task)	25 pts
4.	Qualification of Experts proposed by the company: General Qualifications – 30% Specific Qualifications – 50% Experience in managing projects financed through the Global Fund 20%	30 pts
	<i>Maximum Score</i>	100 pts

VI. LOCATION, REPORTING PROGRESS

The Consultant will perform activities [location, further details]

The Consultant will elaborate the following reports: [description of the reports’ content, deadlines, etc]

Annex 4: Services Rendering Agreement Form

Agreement

THE PRESENT AGREEMENT (“**The agreement**”) has been concluded _____
[fill in the start date of the allotted task], by and between _____ [provide the
name of the Client] (“**Client**”) having its headquarters located _____
[provide the client’s address], duly represented by _____ [fill in the
name of the Client’s representative]

And

_____ [fill in the Consultant’s name] (“**Consultant**”) having its
headquarters located in _____ [provide the Consultant’s address],
duly represented by (name of representative) in his capacity of
_____ (position held within the company)

Taking into account the requirement of the Client that the Consultant shall render the
services mentioned in the” Reference Terms” Annex to the Agreement
and

Taking into account that the Consultant expressed his willingness to render these
services,

The parties agreed upon the following:

- 1. Services**
 - (i) The Consultant will render services comprised in the Annex A, integrant part of this agreement, entitled „Reference Terms” (Services).
 - (ii) The Consultant will elaborate the reports, complying with the form and deadline mentioned in Annex B „Consultant’s Obligations to Submit Reports”

- 2. Deadline**

The Consultant will render Services beginning with [provide start date] until [provide end date] or all other deadlines subsequently agreed upon by the parties in writing.

- 3. Value of Agreement**

The full value of the agreement is of _____ LEI, (provide text equivalent) which amounts to _____ EUR and entails the fees charged by the Consultant, as well as all costs related to the rendering of services stated in the present agreement (prints, communication, travel expenses, accommodation and others alike)

The Consultant is subject to payment of fees and taxes levied under current legislation, the amount of which is considered to be comprised in the value of the agreement.

- 4. Payment** Payment will be made no later than ten days following the completion of the activities and acceptance of reports by the Client Coordinator (See note on reception of services)
- 5. Project Management**
- A. Coordinator
The Client appoints Mr./Ms. _____ [fill in name and surname] as Client Coordinator; the Coordinator will be responsible for supervising the fulfillment of contractual provisions, as well as for reception and acceptance of materials delivered by the Client
- B. Time Schedules
As long as the agreement is in effect and during fieldwork, the Consultant's employees who are rendering the services comprised in the agreement may be required to elaborate time schedules or other documents with a view to establishing a work schedule abiding by the instructions set forth by the Project Coordinator.
- 6. Standards of Performance** The Consultant undertakes to render services at highest performance, professional and ethical standards.
- 7. Confidentiality** During execution of the agreement and two years following its completion, the Consultant shall by no means disclose any confidential information related to the services rendered within the agreement, or related to operations performed by the Client, without prior approval from the Client himself.
- 8. Property of material** All studies, reports, graphical materials, software or other tools elaborated by the Consultant for the Client in accordance with the Agreement will be considered property of the Client and will remain as such.
- 9. Ban on certain actions** The Consultant agrees that as long as this agreement is in effect and following its termination he will not be entitled to supply neither goods, nor services or ensure provision of merchandise (other than those required for the continuation of separately negotiated services) for all projects related to or derived from the aforementioned Services.
- 9. The law governing the agreement** The agreement will be governed by current Romanian legislation
- 11. Handling of Litigations** Both the Client and the Consultant will take all necessary steps in order to handle any contention or dispute that may rise within or in relation to the

fulfillment of the agreement by amiable, direct negotiation. All litigations or disputes related to the Agreement that cannot be solved via amiable negotiation between the contracting parties will be forwarded to authorized judicial bodies.

12. Termination If the present agreement is terminated, the Client undertakes to pay the Consultant the value of the amounts the latter is entitled to for the services he rendered prior to the termination. The Consultant undertakes to provide the Client with full or partly reports, as well as others items of information and documents collected within the present agreement and prior to its termination

13. Fraud and corruption The Client has a right to terminate the present agreement by means of submitting a written notification to the Consultant if the latter is deemed by the Client to have engaged in corruption or fraud for or within the execution of the agreement.

Definitions in use for this specific clause:

- „Practice of corruption” means to propose, grant, receive or require valuable goods so as to exert influence over the actions of a civil servant during the selection process or the execution of the agreement.
- “Practice of fraud” entails providing false or forged records of deeds so as to exert influence over the selection process or the execution of the agreement, in a way that is detrimental to the Client and comprises secret illicit agreements between the consultants (prior to or following the submission of offers). Such conducts aim at establishing artificial levels of non-competence and restrict the Client’s access to free, open competition.

ON BEHALF OF THE CLIENT

ON BEHALF OF THE CONSULTANT

Signed by _____
Position Held: _____

Signed by _____
Position Held: _____

Annexes to the Agreement:

Annex A: “Reference Terms” (Services); Annex B: „Consultant’s Obligations to Submit Reports”

Evaluation Report

Registration No. ____/_____

1. Project Title: _____
2. Scope of the consultancy services _____
3. Applied method: **SELECTION ON THE BASIS OF QUALIFICATION**
4. Deadline for submitting Letters of intent and attached documents _____
5. No. of invited companies: _____ No. of application letters: _____
6. Classification of qualified Consultants following evaluation of Letters (score)

Name of Consultant (classification according to the score granted)	Score Granted
I	
II	
III	

7. In accordance with the method of Selecting Consultants on the basis of their qualification and following the evaluation of the submitted letters, the Evaluation Committee recommends that the agreement be granted to the company _____

Members of the Evaluation Committee (*name/signature*):

1. _____ / _____
2. _____ / _____
3. _____ / _____

Please attach a summary of the evaluation (the individual evaluation of each letter and distinct comments regarding each company: strengths/weaknesses)

Selection of Companies for Rendering Services, Other Than Consultancy Services

Call for tenders

Full Number: ___/_____

To: _____

Dear Sirs,

Please submit your price offer for the following services: *[description of services]*.

The tender will be won by the company that has met all Beneficiaries' requirements and offered the lowest price. Companies can submit no more than one offer.

You will address and submit your offer to:

Beneficiary:

Address:

Phone/Fax:

Email:

Contact Person:

The deadline for reception of the offers by the Procurer at the aforementioned address is:
_____.

The price you have offered (in LEI and EUR) must entail all necessary costs for the rendering of services required by the Beneficiary. VAT will be indicated separately.

Full payment will be made in LEI, once the rendering of services is completed, on the basis of the invoice issued by the Supplier and of the proceedings report.

Sincerely yours,

[Signature of person responsible for procurement]

Date:

Agreement Template

SERVICES AGREEMENT

No. _____ Dated _____

1. Contracting Parties

_____, having its headquarters located in _____, phone. _____, sole registration code _____, account number _____, with the _____ Bank, duly represented by _____, hereinafter referred to as the Beneficiary,

And

_____ having its headquarters located in _____, registered with the Register for legal entities under no. _____, sole registration code _____, bank account no. _____ with the _____ Bank, duly represented by _____, hereinafter referred to as the Supplier,

The parties agreed upon the following:

2. Subject-matter and value of the agreement:

2.1. The Supplier undertakes to carry out the actions comprised in Annex no. 1 to the present agreement in due time and in compliance with the obligations undertaken within the present agreement.

Annex no. 1 encompasses a description of the services to be rendered, as well as of the price details.

2.2. The agreed-upon valued for the fulfillment of the agreement, to be disbursed to the Supplier by the Beneficiary is of..... (value in LEI, both number and text), out of which the VAT stands for (LEI and EUR)

3. Lapse of time of the agreement

The Supplier undertakes to render the services comprised in Annex no. 1 to the agreement, as stated by the latter between _____.

4. Applicability

The present agreement comes into force after once both parties have signed it.

5. Confidentiality of the agreement

5.1. (1) Should one of the contracting parties not have obtained agreement in writing from the other one, the former cannot:

- a. Bring the agreement or provisions of it to the knowledge of third parties, except for the persons duly involved in the fulfillment of the agreement

- b. To make use of the information and documents obtained or to which it gained access as long as the agreement is effective, for other purposes than that of fulfilling its contractual obligations.
- (2) Disclosure of all information to individuals rightfully involved in the fulfillment of the agreement will be made under confidentiality and will only encompass the information deemed necessary for the proper fulfillment of the agreement.
- 5.2. One contracting party will not be held liable for disclosure of agreement-related information provided that:
- a. The aforementioned contracting party was acquainted with that specific item of information before this one had been given by the other contracting party
 - b. The information was revealed as a result of having obtained permission from the other contracting party to carry out the disclosure
 - c. The contracting party was forced by law to disclose the information

6. Intellectual property rights

The Supplier is obliged to pay compensation towards the Beneficiary against:

- a. grievances and court charges stemming from the rendering of services
- b. interest compensation, costs, taxes and expenses of every nature that stem from the provisions of the present agreement, except for the case where such a breach originates in complying with the call for tenderers elaborated by the Beneficiary.

7. Responsibilities of the Supplier

7.1. (1) The Supplier undertakes to render the services comprised in the Annex no. 1 to the present agreement with due promptness and professionalism required by the agreed-upon terms and in compliance with its technical proposal.

(2) The Supplier is compelled to monitor the performance of services, provide human and material resources, as well as installments and equipment or others alike.

7.2. The Supplier is fully responsible for the rendering of services. He is equally responsible for safety of all operations and methods used, as well as for the qualification of the staff employed in view of fulfilling the agreement.

8. Responsibilities of the Beneficiary

The Beneficiary undertakes to put at the disposal of the Supplier all facilities and/or information that the latter required in his offer and which he considers necessary for the proper fulfillment of the agreement.

9. Check/ Monitoring

9.1. The Beneficiary is entitled to monitor the rendering of services so as to establish whether they comply with the provisions of the offer submitted by the Supplier.

9.2. Checks will be made in compliance with the provisions within the present agreement. The Beneficiary is compelled to notify the Supplier in writing with respect to the identity of his duly representatives.

10. Beginning, completion, delays, cease

10.1. The Supplier undertakes to begin rendering services on _____. The Supplier must take all necessary steps to prepare the rendering of services as stated by the present agreement right after the agreement was signed by both parties.

10.2. (1) Services rendered on the basis of the present agreement must be completed within the agreed-upon deadline, the length of which is calculated starting with the day activities have begun.

(2) In the event that:

- a. the delay is not to the fault of the Supplier or
- b. other unusual circumstances occur, that may have occurred by reasons other than the infringement of the agreement by the Supplier

The Supplier is entitled to require that the period of service rendering be prolonged. Thus, the parties will review, by common agreement, the service rendering and will sign an additional act.

10.3. Failure of the Supplier to comply with the services graph as long as the agreement is in effect, he is compelled to bring this situation to the knowledge of the Beneficiary. Changes in the service rendering period are subject to the agreement of both parties and set out explicitly in the additional act.

10.4. Except for provisions comprised by clause 19 and except that the Beneficiary agrees to grant the Supplier a deadline extension as rendered possible by clause 12.3., delays in fulfillment of the agreement entitles the Beneficiary to reclaim payment of penalties by the Supplier on the basis on clause 19.

11. Payment

11.1. The Beneficiary undertakes to make payments to the Supplier within no later than 20 days since the latter issued the fiscal invoice.

11.2. If the Beneficiary fails to remit payment within 14 days since the time lapse stated in clause 13.1. expired and without infringing the right of the Supplier to rely on clause no. 13.1.'s provisions, the latter is entitled to cease service rendering or slow its rhythm and thus benefit from an update of the amount according to the level corresponding to the day of payment.

Once the Beneficiary pays for the invoice, the Supplier will resume service rendering within the shortest time possible.

12. Amendments

During the fulfillment of the agreement, the contracting parties are entitled to convene upon modifying contractual provisions by means of an additional act if and only if circumstances detrimental to the legitimate interest of the parties have occurred, and were absolutely unforeseeable when the agreement was concluded.

13. Penalties, compensation and claim regulations

13.1. Shall the Supplier be the sole responsible for failure to comply with the obligations he undertook in the agreement, the Beneficiary is entitled to deduct the equivalent of 0,06% per day of delay out of the unspent value of the agreement. This amount will replace penalties as such.

13.2. Shall the Procurer fail to ensure payment of the invoice within no more than 28 days since the period referred to in Clause 13.1, he is compelled to disburse an amount of 0,06% per day of delay out of the payment not made.

14. Revocation of the Agreement

14.1. One party's failure to comply with the obligations undertaken by the present agreement, entitles the other to push for the revocation of the provision agreement and claim payment of compensation.

14.2. The Beneficiary is entitled to initiate denouncement of the provision agreement within a time limit of 30 days since the occurrence of circumstances that could not be foreseen when the agreement was concluded and that lead to changes in the provisional clauses to the extent that the fulfilling of the aforementioned agreement would be contrary to public interest.

14.3. Where provisions of clause 16.2. are concerned, the Supplier is only entitled to claim payment proportional to how much of the agreement had been fulfilled before the unilateral revocation of the present agreement.

15. Force majeure

15.1. As long as force majeure is in effect, it exempts the contracting parties from fulfillment of obligations undertaken within the present agreement.

15.2. Fulfillment of the agreement will be suspended as long as force majeure is in effect. However, this will not lead to an infringement of the rights the parties were entitled to before force majeure actually came into play.

15.3. Invocation of force majeure by one of the parties entails its liability of immediately notifying the other party with respect to force majeure and takes whatever necessary steps it deems fit in order to prevent.

15.4. Shall force majeure come into play or shall the parties estimate that its effect will last more than 6 months, each party is entitled to notify the other of the complete termination of the present agreement and no party has a right to make a claim of compensation from the other party.

16. Handling litigations

16.1. Both the Beneficiary and the Supplier will do their best to solve all misunderstandings or disputes via direct and amiable negotiation, within the agreement or stemming from its fulfillment.

16.2. If matters of contention cannot be solved within 15 days from the outset of the unofficial negotiations, both parties are entitled to ask that the dispute be handled by Romanian judicial bodies.

17. The language governing the agreement

The language governing the agreement is Romanian.

18. Exchange of information between the parties

18.1. Every exchange of information between the parties that is related to the fulfillment of the present agreement must be remitted in writing. All written documents must be registered when remitted, as well as when received.

18.2. Parties can communicate by phone, telegram, telex, fax or email, provided that the receipt of **information** be confirmed in written.

19. The law that applies to the agreement

The agreement will be interpreted according to Romanian legislation.

The present agreement is made in duplicate, each of which has identical validity, one copy for each party.

Beneficiary

Supplier

Annex No. 1.

Description of services and financial details *[to be filled in compliance with the Supplier's offer]*