

TERRAVIS STUDIO SRL

NO. TS.CSE. 1029/25.04.2023

Approved,
ION-DENISA MARINA
Legal representative



TECHNICAL SPECIFICATION/ TENDER BOOK
Acquisition of the technological equipment within the project
"PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING
AND ELECTRICAL CONNECTION TO THE GRID"
LOTS 1 to 2

I. GENERAL INFORMATION

- Beneficiary: TERRAVIS STUDIO SRL
- Contact person: Rasid Bianca – Seila
- Contact details: phone +40 754 981 257, e-mail: rasid.seila@rnvam.ro
Address: Bucharest, Sector 1, North Road, no. 62D, 6th Floor
Project: "PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID" LOTS 1 to 2
- Project implementation address: Dobrosloveni commune, Olt county
- Founding source:
 - NATIONAL RECOVERY AND RESILIENCE PLAN Component C6. Energy, Investment Measure I.1 Supporting investments in new capacities for the production of electricity from renewable wind and solar energy sources;
 - Own financial funds of the Beneficiary.
- Type of purchase: Supply
- Object of the acquisition: Technological equipment within the project " PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID " LOTS 1 to 4, as described in the technical Specification and Annexes:**
 - **LOT 1 - CENTRAL INVERTER- MEDIUM VOLTAGE POWER STATION**
 - **LOT 2 - COMBINER BOXES AND WEATHER STATION**

THE TENDERER MAY SUBMIT HIS TENDER ON A SINGLE LOT OR ON SEVERAL LOTS

- The estimated value of the acquisition is **5.916.606,00** ron without VAT, the equivalent of **1.202.611,08** euro, as follows:

Lot no.	Lot	Estimated value	
		RON, without VAT	EURO without VAT
2	CENTRAL INVERTER- MEDIUM VOLTAGE POWER STATION	5.450.000,00	1.107.768,61
4	COMBINER BOXES AND WEATHER STATION	466.606,00	94.842,47
TOTAL		5.916.606,00	1.202.611,08

1 euro = 4.9198 ron, at the Inforeuro exchange rate of March 2023

- Deadline for the submission of tenders: 11.05.2023, at 14.00.
- Deadline for the opening tenders: 11.05.2023, at 14.01.
- Economic operators have the possibility to request clarifications regarding the technical specification and its annexes. Deadline for submission of requests for clarifications: 10 days before the set date for the submission of tenders.
- Date on which the Beneficiary publishes the reply to the requests for clarifications: 8 days before the day set for the submission of tenders.

The tenderers who submit their offers after the expiry of that period or at an address other than that indicated will not participate in the tendering procedure; the offer received in these situations will be kept in the purchase file.

The technical specifications shall incorporate information on the preparation and presentation of the tender and shall constitute all the requirements based on which the tenderer draws up the technical and financial proposal.

Any tender submitted will be considered, but only to the extent that the technical proposal falls within the limits of the requirements of the Specification, respectively of its integral documents:

- List of quantities of technological equipment

- Technical data sheets of technological equipment.

The technical requirements defined at the level of the specification or other additional documents, by reference to a particular manufacturer, to marks, patents, types, standard, to an origin or to a specific production/production/method of manufacture/provision/execution, shall be understood as being accompanied by the words 'or equivalent'.

Any reference or nomination of a manufacturer, supplier, equipment, or material specific to a particular manufacturer shall be deemed to be a clerical error and shall be construed as 'or equivalent'.

The tender which does not meet the minimum technical requirements and characteristics set out in this specification and the annexed documents shall be declared non-compliant and shall be rejected.

Partial tenders in terms of quantity and quality shall not be admissible, but only full tenders, for each lot, which meet all the minimum requirements laid down in this Tender Documentation.

The tenderer shall bear all the costs due to the preparation and presentation of his tender, irrespective of the result obtained at the award of the tender.

II. APPLICABLE LAW

This award procedure is carried out in accordance with the provisions of the Methodological Guide for private beneficiaries applicable in the conduct of procurement procedures for the award of contracts for the supply of products, provision of services, execution of works financed from non-reimbursable and reimbursable external funds related to the Recovery and Resilience Facility available at the following address: <https://mfe.gov.ro/pnrr/>.

III. THE OBJECT OF ACQUISITION

III.1. Data on the investment objective

Name of the investment: " PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID."

The holder of the investment: SC TERRAVIS STUDIO SRL

The beneficiary of the investment: SC TERRAVIS STUDIO SRL

The technical specification includes, as an annex:

- List of quantities for technological equipment;
- Technical data sheets for technological equipment;

III.2. Context of procurement

Need and opportunity of the investment objective proposed

This procurement is made under the project submitted for financing by non-returnable funds "PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID"

The project is part of the process of decarbonization of energy system both on national, and EU level, essential action for the achievement of climatic objectives set forth for the year 2030 and for the implementation of long-term strategy of the Union targeting the reach of neutrality of carbon dioxide emissions until 2050.

The implementation of investment project **"PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID"** concerns the valuation of solar potential of Olt county with beneficial impact on environment by substituting the electric energy based on fossil fuels, with energy produced by renewable sources, increase of energetic independence opposite to the import of primary energetic resources and diversification of the sources of energy supply.

The execution of the project proposed shall contribute to the achievement of the commitments undertaken by Romania through PNRR, Component 6 Energy, investment measure I1, for the increase of the capacity of production from renewable sources by 950 MW until 2024 as follows:

- The new capacity of production of 19 MW, shall contribute to the reach of the target of increase of the capacity of production from renewable sources by 950 MW in proportion of 2%;
- It shall contribute to the increase of the share of energy from renewable sources in final gross consumption of energy by contribution to the 4 indicators of results pre-established in the call of projects:

Indicator I.1	Installed additional operational capacity of production of energy from renewable sources	19 MW
Indicator I.2	Reduction of greenhouse gases: Annual estimated reduction of greenhouse gases	362729 tones of CO2 equivalent for a period of 20 years
Indicator I.3	Gross production of primary energy from renewable resources	2,78 thousand tep/year during the first operation year 50,49 thousand tep during the first 20 years of operations
Indicator I.4	Total production of electricity from renewable resources	587225 MWh within 20 years

This tender book details the requisites for the purchase of technological equipment in the project **"PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID"**

III.3. Object of procurement

The investment contains the execution of a photovoltaic park with installed power of 19MW, in the locality Dobrosloveni, county Olt.

The project proposed by investor, respectively the **"PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID"** includes, as first stage, the procurement of materials and plants and technological equipment, structured in 4 lots as follows:

No. lot	Name of lot	Position in the form F4 - List of quantity of plant and technological equipment, including materials	Estimated value			
			Lei, excluded	VAT	Euro, excluded	VAT

2	CENTRAL INVERTER-MEDIUM VOLTAGE POWER STATION	a)	5.450.000,00	1.107.768,61
4	COMBINER BOXES AND WEATHER STATION	b) – h)	466.606,00	94.842,47
TOTAL			5.916.606,00	1.202.611,08

according to the list of equipment and technical records annex to this documentation.

1 euro = 4.9198 lei, on Inforeuro exchange of March 2023.

THE TENDERER MAY FILE PROPOSAL FOR A SOLE LOT OR FOR SEVERAL LOTS.

The minimum technical quantities and specifications required for equipment and materials included in:

- List of quantity of technological equipment,
- Technical records of technological equipment,

documents annex to this tender book.

The technical proposal will be drafted to as to verify the conformity to the technical requisites and specifications of tender book (including the Annexes representing the Technical Records of equipment). One shall accept the proposals meeting the minimum requisites of tender book and technical records.

The tenderer shall fill in the technical record of the product.

The technical record must include all information necessary with a view to determine the conformity of the equipment offered to the minimum requisites of tender book. The tenderer must declare the conformity/non- conformity to the requisite of technical specification, **annexing as well the manufacturer's document (technical records, prospects, catalogues, , etc.)**

The technical specifications afferent to the tender book represent the minimum requisites related to the qualitative, technical and performance level, therefore, the solutions offered in the technical proposal may refer to the reaching of superior levels.

Any discrepancy, omission or non-conformity noticed with respect to the tender's documents, with respect to the tender book or the disposals of applicable law, including if any document related to the financial/technical proposal is absent and/or in case of a erroneous completion of a document or non-presentation of it including at least the information required, may entail the declaration of tender as non-conform.

✓ **To require for all equipment:**

The products must be covered by warranty for at least the period of warranty required in the technical records attached and integral part of this procurement documentation.

The supplier has the obligation to secure that the products supplied under the contract are new, unused, of last generation and include all recent improvements of design and structure of materials.

The warranty must cover all costs of remediation of defaults during the warranty period, including, but not limited to:

- demounting, including lease of special tools necessary during the intervention (if any);
- packages, including supply of protective material for transport (board, boxes, case etc.);
- transport by carrier, including international transport (if any);
- identification of defaults, including the staff costs;
- reparation of all defective parts or supply of new parts;
- substitution of defective parts;
- unpacking, including the cleaning of spaces where performed the intervention;
- installation in the initial condition;
- testing in order to supply for a correct functioning;
- recommissioning, if any.

The warranty period of equipment by the supplier is declared in the technical proposal.

The warranty period of equipment starts on the date of reception after the delivery of it to the final destination.

The purchaser is entitled to notify immediately to the supplier, in writing, any complaint or claim appeared in conformity to such warranty.

The products that, during the warranty period, substitute the defective ones, receive a new warranty period as of the date of substituting the product.

If the supplier, after being informed, does not manage to repair the default during the period agreed, the purchaser is entitled to take remedy measures on the risk and cost of the supplier and with no prejudice of other rights that the purchaser may have against the supplier under the contract.

DELIVERY AND GUARANTEES:

The contract execution shall start after filing the performance bond and after the beneficiary issues the order of start of contract.

Terms of delivery **as of the issue of order by beneficiary:**

No. lot	Name of lot	Delivery term as of the date of issuing the order to start the contract
1	CENTRAL INVERTER- MEDIUM VOLTAGE POWER STATION	7 months
2	COMBINER BOXES AND WEATHER STATION	4 months

As an exception, the buyer may accept an extension of the delivery term only under conditions thoroughly justified by the supplier, provided that this extension does not affect the result of the purchase procedure.

THE DELIVERY OF EQUIPMENT will be at the place of investments, mentioned in this tender book, Dobrosloveni, Conty Olt, Romania. The delivery will be done on the expense of the tenderer declared successful and signatory of contract, and the equivalent of such costs will be included in the price offered. The successful tenderer and signatory of the supply contract shall pack and label the equipment supplied to prevent any damage or deterioration during the transport to the agreed destination.

If any, the pack must be secured so as to resist, without limitation, to accidental handling, exposure to extreme temperatures, salt and rain during the transport. The transport and all related costs (including packaging) will be included in the price offered.

The products will be insured against loss or damage during the transport and caused by any external factor, on the expense of supplier.

The successful tenderer and signatory of supply contract is liable for the delivery of products within the term agreed.

The purchaser requires and approves the protocols of qualitative and quantitative acceptance of the products supplied.

The qualitative and quantitative acceptance of products is performed upon the delivery of it:

- a) the quantitative acceptance represents the inspection and verification by counting the equipment supplied;
- b) the qualitative acceptance in order to check the conformity of the products supplied to the specifications of the technical proposal will be performed by purchaser based on the documents submitted by supplier as required in the technical specifications for each product separately.

The confirmation by purchaser of the fact that the products have been delivered completely and correspond to the technical specifications of the tender book and the technical proposal is done by drafting a protocol of qualitative and quantitative acceptance submitted to the Supplier for signing after acceptance is not executed in the presence of a representative of supplier.

If, within 3 days as of submitting the protocol of acceptance by supplier, the latter does not express its approval or rejection, the purchaser is entitled to consider the tacit agreement related to the protocol of qualitative and quantitative acceptance.

The acceptance of the products supplied terminates by drafting and signing the qualitative and quantitative protocol of acceptance of products, signed, without objections, by both parties based on the following documents:

- a) delivery note, if any;
- b) declaration of conformity;
- c) certificate of warranty;
- d) technical record/ technical documentation of the product;

The products will be delivered quantitatively and qualitatively to the place indicated by purchaser for each product separately. Each product will be attached all subassemblies/parts necessary for commissioning and maintaining the commissioning.

The supplier shall pack and label the products supplied so as to prevent any damage or deterioration during the transportation of it to the agreed destination.

If any, the pack must be provided so as to resist, without limitation, to accidental handling, exposure to extreme temperatures, salt and rain during the transport and storage in open spaces. When determining the size and weight of the pack, the supplier shall consider, if any, the distance to the final destination of the products supplied and the potential absence of the facilities of handling at the transition points.

The transportation and all related costs are in the exclusive charge of supplier. The products will be insured against loss or damage of transportation and caused by any external factor.

IV. QUALIFICATION CRITERIA

a. Conflict of interests

The economic units filing proposals in this procedure, must not be in situation that may determine any conflict of interests in conformity to applicable law and good practices promoted by OLAF according to the guide available at: [https://eur-lex.europa.eu/legal-content/RO/TXT/PDF/?uri=CELEX:52021XC0409\(01\)&from=EL](https://eur-lex.europa.eu/legal-content/RO/TXT/PDF/?uri=CELEX:52021XC0409(01)&from=EL).

The individuals with respect to which it is checked the incidence of the conflict of interests are:

- Shareholders, natural or legal persons: RES Terranet Holding SRL
- Legal representatives: Ion Denisa Marina
- Members of the board of evaluation of tenders: Rasid Bianca Seila, Bădărău Iulian, Dobre Ștefan Andrei
- Members of the unit of project implementation: Rasid Bianca Seila, Ion Denisa Marina, Bădărău Iulian, Dobre Ștefan Andrei.

The tenderers must produce evidence for the meeting of the qualification criteria from this point by filling in the declaration related to the avoidance of the conflict of interests (Form attached to this Tender Book).

Note:

- if the tenderer is an association of economic units, each partner must fill in the declaration related to the avoidance of the conflict of interests

b. Capacity to carry out the professional activity

The economic units (individual Economic unit or Association of Economic units) that file the proposal must produce evidence for a form of registration, in terms of the law of the resident country, attesting that the economic unit is legally incorporated, that there is not situation that may annul the incorporation, and that it has the professional capacity to execute the activities subject to procurement contract.

The following supporting documents evidencing the meeting of the requisite will be submitted by tenderers:

- certificate of findings issued by the National Office of Trade Register, or for the tenderers foreign legal/natural persons, equivalent documents issued in the country of residence, translated in Romanian.

c. Technical and/or professional capacity

Economic operators (Individual Economic Operator or Association of Economic Operators) who submit a bid must demonstrate that in the last 3 years (calculated until the date of submission of tenders) they have supplied similar products with a cumulative value of at least:

LOT 1 - 5.000.000,00 ron without VAT, the equivalent of 1.016.301,48 euro without VAT

LOT 2 - 400.000,00 ron without VAT, the equivalent of 203.260,30 euro without VAT

Similar products could be:

Lot 1: inverters/transformers/power station/ additional equipment

Lot 2: combiner boxes /weather station / monitoring systems for photovoltaic power plants

The bidder shall provide supporting documents/documents to confirm the requirement for similar experience (e.g.: reception minutes, relevant parts of the contract, invoices and documents regarding their acceptance or payment).

d. Financial capacity

The minimum level of the bidder's average annual turnover over the last 3 years, 2019, 2020 and 2021 must be at least equal to:

LOT 1 - 10.000.000,00 ron the equivalent of 2.032.602,95 euro

LOT 2 - 800.000,00 ron the equivalent of 162.608,24 euro

The bidder shall provide the following documents to confirm the requirement of financial capacity (e.g.: balance sheets, balance sheet statements, financial audit reports).

V. AWARD CRITERIA (ELEMENTS OF SELECTION OF TENDERS)

The purchases shall select the successful proposal based on the criteria below.

In this respect, the proposals will be selected as follows:

No. lot	Name of lot	Elements of selection of tenders
1	CENTRAL INVERTER-MEDIUM VOLTAGE POWER STATION	Price of tender The lowest price proposal meeting the requisites of tender book and related annexes will be declared successful
2	COMBINER BOXES AND WEATHER STATION	Price of tender The lowest price proposal meeting the requisites of tender book and related annexes will be declared successful

Note: In order to compare the financial proposals, one shall use the euro/lei exchange mentioned in this tender book (EUR Infor exchange of March 2023).

VI. MANNER OF PRESENTATION OF TENDERS

The tenders and all documents attached must be drafted in Romanian; if drafted in another language, than those mentioned, the tenders and all documents attached must be also attached an authorised translation in Romanian. The buyer can accept the offer written in English, but only on the condition that the offer is translated into Romanian by an authorized translator, after the selection as the winning offer and before the signing the supply contract.

The tenders must produce evidence for the meeting of all requisites stipulated in this documentation and the annexes to this documentation and shall include at least the following documents:

- A. Partnership agreement and list of partners**, if any. If the tenderer is a partnership with several economic units, the tenderer shall submit the list of shareholders, mentioning the partnership leader, respectively the part/parts of the contract executed by each partner. The document shall mention that all partners undertake collective and joint responsibility for the execution of contract, and that the partnership leader is liable for the meeting of contractual obligations. It will be also submitted the partnership agreement concluded between the partners.
- B. Qualification documents:**
- Declaration related to the avoidance of the conflict of interests (Form attached).
 - Documents attesting the meeting of the requisite related to the capacity to exercise the professional activity;
 - Documents attesting the meeting of the requisite related to the technical and/or professional capacity and financial capacity

C. Technical proposal

The technical proposal will be drafted so as to provide the possibility of verification of conformity to the requisites and technical specifications of the tender book (including the Annexes representing the technical records of equipment – Forms attached). One shall accept the tenders meeting the minimum requisites of the tender book.

The tenderer shall fill in the technical record of the product.

The technical record must include all information necessary with a view to determine the conformity of the equipment offered to the minimum requisites of the tender book. The tenderer must declare the conformity/non-conformity to the requisite of the technical specification, **attaching as well the document of manufacturer (technical records, prospects, catalogues, , etc.)**

- D. Financial proposal (draft attached to the documentation).** The financial proposal shall include the rates in lei or in euro, VAT excluded.

For the conformity of the financial proposals one shall use the euro/lei exchange mentioned in this tender book (Infor euro exchange of March 2023).

The contract will be concluded in the currency of the tender declared successful.

The financial proposal will be submitted according to the Tender Form (draft attached to the documentation) and the annexes required. The absence of tender form represents the absence of tender, respectively the absence of the binding legal document of contract. In case of discrepancy between the unit price and the total price, the unit price will be considered. The act by which the economic unit expresses its will to be legally bound by the contractual relationship with the purchaser is the tender form. Upon the elaboration of financial proposal, the tenderer shall consider the potential deductions if governed by law, all costs involved by the contractual obligations, as well as the profit margin.

In order to submit the financial proposal, the tenderers must use the form attached to the tender book. The financial proposal must be presented in a form that may allow the evaluation of it.

The financial proposal must refer to the entire object of the lot for which the tender is elaborated. Any care financial proposal that refers only to a part of award documentation (for

such lot) will be rejected. The contract will be signed for all activities presented in the procurement documentation and will have as reference the price presented by tenderer in the financial proposal, as agreed by purchaser.

The purchaser reserves the possibility to accept a price offer higher than the estimated value communicated in the tender book provided it holds the additional funds for the execution of procurement contract.

If two or several tenderers obtain the same score, the tenderers will be required new proposals, to select the tender.

The acquiring company Terravis Studio SRL has the possibility to make bank letters of credit available to the contractors, at their request.

The tenderers shall consider that the purchaser has the intention to grant an advance pay, in a maximum percentage of 10%.

E. It will be submitted a DECLARATION OF ACCEPTANCE OF CONTRACTUAL CONDITIONS (the beneficiary has determined the obligatory contractual clauses that the tenderer must appropriate upon filing the tender and which it cannot negotiate).

F. OBSERVANCE OF RELEVANT OBLIGATIONS IN THE FIELD OF ENVIRONMENT, SOCIAL AND WORK RELATIONS:

The tenderers must undertake, upon the elaboration of tenders, the relevant obligations of environment, social and working relations. In this respect, the tenderers shall fill in a declaration with respect to meeting the relevant obligations in the field of environment, social and working relations (indicative draft of award documentation).

The tenders must be valid at least **30 calendar days** as of the deadline to file the tenders.

MANNER OF FILING THE TENDERS

The tenders may be filed:

- signed by hand, in hard format, at the seat of Beneficiary from Bucharest, 1st district, 62D, Șoseaua Nordului, 6th floor, between: 09.00 – 18.00 (Monday to Friday);
- by e-mail, signed by extended electronic signature, based by qualified certificate, issued by an accredited supplier of certification services to the address rasid.seila@rnvam.ro The size of attachments must be maximum of 30MB.

If the tender submitted is not signed according to the requisites set forth in the documentation (it is signed by electronic signature and it is filed in hard format or it is signed by hand and filed by e-mail), the Beneficiary shall ask to be filed again signed by hand, in original at the seat of Beneficiary or by e-mail electronically signed according to the requisites subject to the sanction of rejecting the tender. In this case, the tenderer will not make any amendment of the technical or financial tender with respect to the tender initially sent.

In the subject of the email/on the envelope (for hard format) the tenderer shall include the name of procedure, the name of the lot for which it submits the tender and the name of tenderer.

Date and time for the submission of tender: 21.05.2023, ora 14.00.

The tenders are exclusively liable for filing the tender to the address indicated in this chapter and before the date and time for filing the tenders. The tenders submitted to another address than that indicated in this chapter and after the date and time for the filing the tenders are not evaluated.

The successful tender shall receive by email the invitation to sign the contract. The maximum term may be 5 business days as of receiving the invitation. If the successful tender fails to appear within the term established to start the formalities necessary for the contract and fails to send any written justification in this respect, the purchaser may decide to award the contract to the next classified or cancel the procedure.

VII. OBLIGATORY CONTRACTUAL CLAUSES

OBLIGATIONS OF CONTRACTOR

The economic unit signing the procurement contract owes to the purchaser the equivalent of direct or indirect damages related to the project *"PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID"*, cause by the non-accomplishment or improper accomplishment of the obligations undertaken in the tender and in the procurement contract, including, but not limited to, the potential financial reductions/corrections or other withholdings, penalties or payment obligations charged by the Management Authority/ Intermediary Body or other control structures.

The economic unit, signing the procurement contract, must provide the information and documents afferent to the execution of contract, upon the control missions organised by the competent Management Authority/ Intermediary Body, in the Program, or other structures competent for the control and recovery of debts afferent to communitarian funds and/or national public funds afferent thereof, if any.

PRICE OF CONTRACT

The price of contract includes all taxes, is firm and it is not adjusted.

TERM AND PAYMENT CONDITIONS

The purchaser shall award a maximum advance of 10% of contractual value – FOR ALL LOTS. As a prior condition for the payment of advance, the contractor must submit to the purchaser a guarantee instrument issued by a bank company. The guarantee will be constituted for a quantum representing 110% of advance value, and the validity period shall exceed 30 days opposite to the date stipulated for the termination of contract. The costs of guarantee will be fully incurred by supplier.

Means and conditions of payment

The payment term is of 30 days as of the acceptance of equipment. Documents necessary for payment:

- fiscal invoice;
- certificates of warranty, as well as any other documents mentioned in the technical records for each equipment;
- protocols of acceptance, of commissioning, etc.

The supplier shall issue the invoice for the products delivered. Each invoice shall include the number of contract, the issue and due dates of such invoice. The invoices will be sent in original to the address mentioned by purchaser.

The payments to be made under the supply contract will be done only after the issue of invoice and approval of the protocol of quantitative and qualitative acceptance without objections by the purchaser for the products supplied.

The payments in favour of the supplier will be done within 30 days as of the acceptance of the equipment and issue of invoice and all supporting documents.

If the invoice includes errors and/or calculation mistakes identified by purchaser and modifications, additional clarifications or other supporting documents are necessary from the supplier, the term mentioned for the payment of invoice is suspended. The term is resumed as of the date of meeting the substantive and formal issues of the invoice.

The parties mutually agree to execute as such and on due time all contractual obligations. For delayed execution of the obligations stipulated in this Contract, the parties owe delay penalties of 0.1% of the value of the obligation not executed, for each day of delay, as of due date until the effective execution of obligation.

PERFORMANCE BOND – FOR ALL LOTS

It is required a performance bond. The performance bond represents 5% of contractual value, VAT excluded. The performance bond is constituted within 15 business date as of the date of signing the contract. This term may be extended on justified demand of contractor, not exceeding 15 days as of the date of signing the public procurement contract. The performance bond must be irrevocable, unconditioned and it is constituted by:

a) bank transfer;

b) securing tools issued in terms of law, as follows:

(i) letters of guarantee issued by bank credit institutions or by non-banking financial institutions from Romania or another state;

(ii) guarantee insurance issued by:

- insurance companies with authorisations of operation in Romania or other state member of European Union and/or registered in the registers published on the website of the Financial Supervisory Authority if any;

- or from insurance companies from third states by branches authorised in Romania by the Financial Supervisory Authority;

c) by successive withholdings of the amounts owed for partial invoices.

The purchaser is entitled to formulate claims against the performance bond, anytime during the contract, within the limits of the damage caused, if the contractor fails to execute, executes with delay or improperly the obligations undertaken by contract. Prior to issuing a claim related to the performance bond, the purchaser has the obligation to notify this to the contractor, stating all obligations not met.

The purchase undertakes to return the performance bond within 14 days as of concluding the protocol of acceptance for all equipment.

By filing the tenders, it is presumed that the tenderers have taken knowledge of the conditions/clauses of this chapter.

DNSH PRINCIPLE

For the supply of the equipment/installations, the contractor has the obligation to observe the measures set forth in the design phases and to properly assure the conformity of investment to the principle "Do No Significant Harm" (DNSH - „Do No Significant Harm”), according to the self-evaluation attached.

VIII. REMEDIES AT LAW

Any economic unit dissatisfied with the manner of organisation of the procedure for the award of procurement contract may appeal the result of the procurement procedure under the conditions of the methodological guide for private beneficiaries applicable in the development of procurement procedures for the award of the contracts of product supply, services, execution of works financed by non-returnable and returnable funds afferent to the Mechanism of Recovery and Resilience.

IX. ANNEXES

- Forms for drafting the proposal;
- Form F4 – List of technological equipment;
- Technical records of equipment;
- Self-evaluation related to the meeting of the principle “Do No Significant Harm” (DNSH) for the project “*PHOTOVOLTAIC POWER PLANT 19MWP DOBROSLOVENI, OLT, FENCING AND ELECTRICAL CONNECTION TO THE GRID*”;
- METHODOLOGIC GUIDE FOR PRIVATE BENEFICIARIES applicable in the procurement procedures for the awarding of the contract of product supply, services, execution of works financed by external non-returnable and returnable funds afferent to the Mechanism of Recovery and Resilience (version applicable in – April 2023).