



UNIUNEA EUROPEANĂ
FONDUL EUROPEAN PENTRU
DEZVOLTARE REGIONALĂ
INVESTIM ÎN VIITORUL TĂU!



GUVERNUL ROMÂNIEI



GUVERNUL BULGARIEI



CAMERA DE COMERT, INDUSTRIE, NAVIGATIE SI AGRICULTURA CONSTANTA
Imprună pentru afacerea ta

Nr. 2119/14.09.2016

Răspuns clarificări solicitate de S.C. LEARN CONSULTING S.R.L.
pentru achiziția unui studiu preliminar comun moștenirii romane
în zona de graniță România - Bulgaria
Cod CPV 71335000-5 Studii tehnice

Referitor: **"Elaborarea unui studiu preliminar comun asupra moștenirii romane în zona de graniță România - Bulgaria"**, anunt de participare nr.1996 din data de 01.09.2016

Ca urmare a primirii unei solicitări de clarificări din partea unui operator economic interesat de participarea la procedura de atribuire a contractului de servicii având ca obiect **"Elaborarea unui studiu preliminar comun asupra moștenirii romane în zona de graniță România - Bulgaria"**, vă comunicăm atât întrebările adresate cât și răspunsurile aferente:

Întrebare:

1. Vă solicităm să ne transmiteți Anexa 4 la Contractul de finanțare în baza căreia este reglementată procedura de achiziție.
2. Să ne comunicați dacă se acceptă în cadrul procedurii susținerea totală sau parțială din partea unui terț.

Răspuns:

1. Atașat prezentului răspuns vă anexăm în copie Anexa 4 la Contractul de finanțare.
2. În cazul în care susținerea terțului vizează Cerința nr.1 din secțiunea III.1.3) Capacitatea tehnică și/sau profesională, respectiv experiența similară - astfel cum a fost solicitată, achizitorul **NU acceptă invocarea unui terț susținător.**

În cazul în care operatorul economic dorește să propună, ca resurse umane, experți care **nu sunt angajați ai operatorului economic**, persoanele propuse pot fi colaboratori ai ofertantului.

Fiecare persoană propusă pentru îndeplinirea obiectului contractului trebuie să depună o declarație pe propria răspundere (conform model atașat) prin care să declare că este dispusă și dorește să lucreze pe postul pentru care CV-ul a fost inclus, **pe toată perioada, până la finalizarea contractului.**



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Conținutul prezentei clarificări completează documentația de atribuire și devine parte integrantă a acesteia.

Cu stimă,

Manager al proiectului,

Ion Dănuț JUGĂNARU



ANGAJAMENT DE PARTICIPARE

Subsemnatul, declar pe propria răspundere, sub sancțiunea excluderii din procedură a ofertantului, și sub sancțiunile aplicate faptei de fals în acte publice, că sunt de acord să particip în procedura de ofertare pentru atribuirea contractului de servicii având ca obiect **"Elaborarea unui studiu preliminar comun asupra moștenirii romane în zona de graniță România – Bulgaria"**

Declar că sunt dispus și doresc să lucrez pe postul pentru care CV-ul meu a fost inclus, în eventualitatea că aceasta ofertă este câștigătoare, pe toată perioada până la finalizarea contractului.

Subsemnatul declar că informațiile furnizate sunt complete și corecte în fiecare detaliu și înțeleg că achizitorul are dreptul de a solicita, în scopul verificării și confirmării declarațiilor, orice documente doveditoare de care dispun.

Înțeleg că în cazul în care această declarație nu este conformă cu realitatea sunt pasibil de încălcarea prevederilor legislației penale privind falsul în declarații.

Numele și prenumele	
Semnătura	
Data	

Atentie! Angajamentele de participare se vor prezenta în original, vor fi semnate de persoana în cauză și contrasemnate de reprezentantul ofertantului.

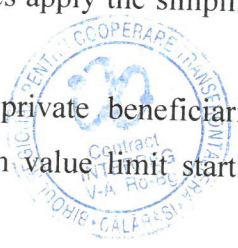
Rules¹ regarding the assignment of works, supplies and services contracts² for Romanian beneficiaries who do not have the status of contracting authorities, that do not fall under art. 9, letter c) and c1) under the provisions of GEO 34/2006, as amended and supplemented

SECTION I – General Information

The present procedure describes the principals and minimum mandatory steps to be observed by private beneficiaries of the INTERREG V-A Romania-Bulgaria Programme when they assign supplies, services or works contracts.

Private beneficiaries that assign supplies, services or works contracts apply the provisions of GEO 34/2006, as amended and supplemented, in case all conditions of art. 9, c) and c1) are simultaneously met.

In case the estimated purchase value without VAT is over the thresholds foreseen in art. 19 of GEO 34/2006, the private beneficiaries apply the simplified procurement procedure foreseen in chapter VII, namely:

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- a) in case of supplies contracts, private beneficiaries apply the simplified procedure without there being a maximum value limit starting with which provisions of GEO 34/2006 apply;
 - b) in case of services and works contracts, private beneficiaries apply the simplified procedure in case all conditions of art. 9, c) and c1) of GEO 34/2006 are **not** simultaneously met.

It is strictly forbidden to split a procurement contract into more contracts with lower value and with the same object, with the purpose of avoiding the thresholds foreseen by GEO 34/2006.

The contract having as object both the delivery of supplies and services is considered a service contract in case the estimated value of the services is higher than the estimated value

¹ The Managing Authority reserves the right to modify the procedure by means of instructions which will be notified to the beneficiaries and which will be part of the contracts as of the date of communication to the beneficiaries.

² The definition of the terms service/supply/ works contracts is similar to the one as foreseen in the art. 1, par. 2, letter b, c, and d from the Directive 2004/18 /EC of European Parliament and Council and art. 3-7 from the GEO No. 34/2006 as amended and supplemented

- Private beneficiary – legal body with the role of contracting authority, according to the provisions of art.8 of GEO 34/2006;
- Economic operator – any operator, body or firm, whether public or private, or groupings of such entities with activity in a certain field entitled to legally deliver supplies, services or works on the market;
- Estimated value – indication of the value of the procurement contract object, established based on the calculation and addition of all amounts that are to be paid for the accomplishment of the contract, without VAT, and taking into consideration any possible options and needed upgrades or supplementations, in the measure they can be initially estimated
- Simplified procedure – minimum mandatory steps that a private beneficiary has to follow for the assignment and signing of a procurement contract
- Technical specifications – objective technical requirements describing the object of the procurement
- Offer – document requested by the private beneficiary during the process of market study, which contains information about the supplies/services/works from the market
- Supplies contract – the legal written document concluded between a private beneficiary and one or more economic operators for the delivery of supplies, according to provisions of the financing contract.
- Works contract - the legal written document concluded between a private beneficiary and one or more economic operators for the design and execution, as well as design and/or execution of works or the delivery by any means of a construction, according to provisions of the financing contract.
- Service contract - the legal written document concluded between a private beneficiary and one or more economic operators for the delivery of services, according to provisions of the financing contract.

SECTION V.

Principles to be applied to the procedure

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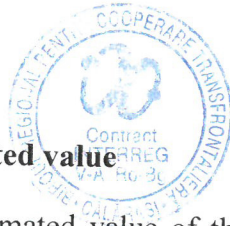
Phase 1 – Elaboration of technical specifications and verification of the estimated value

a) Elaboration of technical specifications

The private beneficiary elaborates the technical specifications which describe the procurement object according to the provisions of subsidy contract.

In exceptional cases when, for technical or artistic reasons, or for reasons connected with the protection of exclusive rights, the procurement contract may be awarded only to a particular economic operator, the particular technical specifications will be described with the necessary details and reasons.

Also, when the products to be procured are manufactured purely for the purpose of research, experimentation, study or development, excepting the commercial viability tests and the large scale production in order to recover the research and development costs, then the private beneficiary shall highlight and detail the technical particularities and the procurement objective.



b) Verification of the estimated value

It shall be verified if the estimated value of the procurement is still actual and it shall be corrected, if the case.

If following the elaboration of technical specifications it is found that the value as it has been estimated at the beginning of procurement procedure is higher than the value as provided for in the financing contract, the private beneficiary may increase this value from her/his own budget or from the budget of the financing contract only after obtaining the approval of the managing authority/Program operators.

It shall be verified if the estimated value at the timing of launching the simplified procedure is still above the thresholds as provided for by the GEO No. 34/2006, article 19, but under the threshold as provided for by GEO No. 34/2006, article 9, letter c) and c1).

Phase 2 – Market prospect

a) Publication of contract notice

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In this respect, for the supply contracts, a minimum period of 6 calendar days shall be provided; as for service and works contracts, a minimum of 10 calendar days shall be provided.

When establishing the date for the bids submission, the day of contract notice publication/participation letters and the day when the bids are submitted will not be taken into consideration.

In case clarifications/amendments have been brought to the initial information the private beneficiary shall check the corresponding box in the contract notice.

After the finalization of the procurement procedure, within 5 calendar days as of signing the procurement contract, the private beneficiary shall fill in the award notice on the official site of the Programme (www.cbromanialbulgaria.eu).

If the award notice is not filled in by the private beneficiary, a financial correction of 5% of the eligible procurement contract value shall be applied, excepting special cases as regulated by the present procedure.

b) Bids evaluation

The private beneficiary evaluates the bids received.

In case only one bid is received, the beneficiary may evaluate it and can proceed with the procurement contract award, in case the received bid observes the technical specifications elaborated according to phase 1 of the present procedure.

c) Elaboration of award notice

In the award notice, the beneficiary shall justify the winning bid (presenting the technical and financial advantages over the other bids/technical specifications).

In exceptional cases, when the publication of the award notice and technical specifications is not obligatory, the choice of one bid over the others shall be justified in the award justification document, on basis of the technical specifications/procurement object.

Phase 3 – Signing the procurement contract



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references to be used as well as the information source considering their evolution, such as statistical bulletins or quotations of commodities exchange markets.

The lack of or the modification of the information/clauses on price adjustment clauses leads to impossibility of applying the provisions related to the adjustment of the price for the procurement contract price.

- In case of lack of specific clauses, the price adjustment is possible in the following situations:
 - In case of unforeseen circumstances and beyond the control of the parties, other than those as mentioned above or
 - In the unforeseen event when the duration of the procurement procedure is longer than initially foreseen, from reasons excluding any fault of the beneficiary/economic operator.

In any situation, the contract price may be adjusted in so far as strictly necessary for covering the costs increase on basis of which the contract price has been established.

The price adjustment method of the procurement contract price shall not, in any case, lead to exceeding the thresholds as foreseen in the GEO No. 34/2006 or to reducing the advantages as mentioned in the award justification document.

Phase 4 – The implementation of the procurement contract

The assumed contract clauses shall be strictly observed.

Rules for the procurement contract modification:

- The modification of the procurement contract shall be made by addenda to the contract.
- The procurement contract shall be modified only during the execution period of the contract.
- Any modification which extends the contract execution period shall be made so as to finalize the contract implementation before the time limits of the financing contract,

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5. Self-declaration of not breaching the provisions of the conflict of interests
6. Original bids
7. Procurement contract
8. Addenda (if the case)
9. Other relevant documents

SECTION IX

Supporting documents for the reimbursement claim

For the administrative verification of the expenditure made within the financing contract, the private beneficiary shall submit the following documents (only one hard copy for the documents on paper format):

1. Document for determining the current estimated value;
2. Evidence of contract notice;
3. Award justification document;
4. Procurement contract, having annexed the winning bid;
5. Addenda (if the case);
6. Self-declaration of not breaching the provisions of the conflict of interests;
7. CDs with scanned documents (PDF format) included in the procurement file, including the documents proving the fulfilling of the contract duties (exemple: works and services reception documents etc.).

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