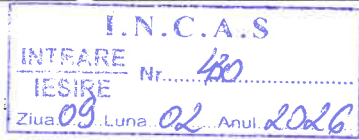


Reg. No. \_\_\_\_\_ /



**GENERAL MANAGER,  
Dr. Adriana STEFAN**

**COORDINATOR OF THE EEMS PROGRAM COMPONENT  
Dr. Fiz. Georgiana GRIGORAȘ**



**CONTRACT RESPONSIBLE,  
Chim. Marius CORBU**



**TENDER DOCUMENTATION**

**regarding the procurement of the  
„Research system EEMS program component”**

**In accordance with Contract no. 3/RO-CH/30.10.2025**

## **Technical Specifications regarding the procurement of the „Research system EEMS program component”**

### **I. Object of the Contract:**

**The procurement of the Research system EEMS program component, in accordance with the objectives undertaken through contract no. 3/RO-CH/30.12.2025.**

The Contracting Authority intends to procure a Research System. The requested products comply with the requirements of contract **no. 3/RO-CH/30.10.2025, within the framework of the program „Emissions Research and Monitoring Infrastructure Programme”, Program Component „East European Methane Study” – EEMS.**

The procurement of the Research system EEMS program component includes the following components:

- In-situ greenhouse gas analyzer for methane, carbon dioxide, carbon monoxide and water vapor;
- In-situ carbon-13 isotope analyzer in methane, ethane, methane;
- Distribution manifold with 16 ports;
- Delivery of the equipment to the address specified by the **Beneficiary**;
- Installation / testing / commissioning at the location indicated by the **Beneficiary**;
- Training of the **Beneficiary's** personnel for the use/operation of the equipment and related accessories;
- Provision of warranty and maintenance during the warranty period.

Bidders shall prepare their technical proposals in accordance with the requirements of the Technical Specifications and the Procurement Data Sheet.

### **II. General Terms and Conditions regarding the Procurement**

#### **a. General Information**

The Tender Documentation is an integral part of the documentation for the preparation and submission of the bid and constitutes the full set of requirements and specifications based on which the tenderer shall develop the technical proposal.

Tender Documentation must contain the technical and operational specifications. All requirements imposed by this Tender Documentation shall be considered as minimum requirements. In this regard, any tender submitted that deviates from the provisions of this documentation, or fails to cover at least all the requirements or specifications described, shall be eliminated as non-compliant or shall be considered only insofar as the technical proposal ensures a qualitative and quantitative level of delivered materials and equipment at least equal or superior to those specified in the present documentation. Failure to fully comply with the minimum conditions will result in the tender being declared non-compliant.

It is mandatory that the offered equipment to be new and commercially available at the date of tender submission and for the entire period of the Supply Contract concluded with the Contracting Authority.

Prognosis, estimations or announcements of the tender or manufacturer will not be considered.

In case of discrepancy, the official specifications published by the equipment manufacturer (valid at the date of the offer submission, for the proposed products) will be considered as reference, and their content has priority over the technical details of the tender.

**Technical tender will be sent with the documentary material which will prove the characteristics of each product** (prospectuses, catalog files, test certificates, specialized literature, drawings, articles, publications, etc.). Print screens or links to web pages will not be accepted. **Furthermore, a detailed description of the characteristics/performance of the offered products will be included.**

For each individual piece of equipment, all mechanical, electrical, connectivity, etc. accessories that are specific and necessary for its operation shall be provided, whether or not these are expressly requested, without further additional costs for the Contracting Authority.

**ATTENTION:** The tender of products and/or equipment that do not correspond to the technical requirements or for which the tenderer does not provide the requested services (delivery, installation and commissioning; testing; training, etc.) under the conditions specified in the present Tender Documentation will cause the offer to be declared non-compliant, according to art. 137 para. (3) lett. a) of GD no. 395/2016.

**NOTE:**

**The requirements set forth in the present Tender Documentation will be considered minimum and mandatory. In this regard, the tender presented which deviates from the stipulations of the Tender Documentation, will be considered, only to the extent that the technical proposal involves providing a higher qualitative level than the conditions required.**

**Any technical specification which might indicate a specific certification, attestation, origin, source of production, special procedure, the manufacturer's mark, trademark, patent, or manufacturing license may be mentioned only in order that the requirements can be easily and accurately identified and MAY NOT favor or disadvantage in any way the tenderers or the products tendered. All these specifications will be considered, will be read and understood as being 'or similar / or equivalent'.**

**b. Subject Matter of the Tender Documentation**

The present documentation aims at the supply of the Research System, including a technical assistance package that includes a service and maintenance program, transport, assistance for installation and training, the provision of equipment and specific accessories necessary for the operation and functioning of the system.

The purchase of the Research system EEMS program component includes the following components:

- In-situ greenhouse gas analyzer for methane, carbon dioxide, carbon monoxide and water vapor, accompanied by all accessories necessary for its installation, commissioning, testing, and operation;
- In-situ carbon-13 isotope analyzer in methane, ethane, methane, accompanied by all accessories necessary for its installation, commissioning, testing, and operation;
- Gas distribution manifold with 16 ports, accompanied by all accessories necessary for installation, commissioning, testing, and operation;
- Delivery of equipment to the address specified by the Beneficiary;
- Installation / testing / commissioning at the location indicated by the Beneficiary;

- Training of the Beneficiary's personnel for the use/operation of the equipment and related accessories;
- Provision of warranty and maintenance during the warranty period.

Location: National Institute for Aerospace Research "Elie Carafoli" – INCAS Bucharest, 220 Iuliu Maniu Blvd., CP 061126, District 6, Bucharest.

Beneficiary: National Institute for Aerospace Research "Elie Carafoli" – INCAS Bucharest.

**c. Estimated Value: 1.566.185,95 lei / 285.123,97 CHF<sup>1</sup> / 307.753,03 €<sup>2</sup> excluding VAT, 1.895.085,55 lei / 345.000,00 CHF / 372.381,17 € including VAT**

<b>Research system EEMS program component consisting of:</b>	
In-situ greenhouse gas analyzer for CH <sub>4</sub> , CO <sub>2</sub> , CO, vH <sub>2</sub> O;	
In-situ analyzer of δ <sup>13</sup> C-CH <sub>4</sub> , C <sub>2</sub> H <sub>6</sub> , CH <sub>4</sub> ;	
Gas distribution manifold with 16 ports.	
<b>Total estimated value:</b>	<b>1.566.185,95 RON excluding VAT</b>

**d. Deadlines**

The duration of the contract is **9 months** from the date of its entry into force.

**III. Mandatory Technical Specifications**

**Research system EEMS program component (\*)**

No.	Product name	U.M.	Qty.	Minimum Characteristics
1	Research system EEMS program component	pcs.	1	<p><b>1. In-situ greenhouse gas analyzer for CH<sub>4</sub>, CO<sub>2</sub>, CO, vH<sub>2</sub>O:</b></p> <ul style="list-style-type: none"> <li>➤ Measurement principle: Cavity Ring-Down Spectroscopy (CRDS);</li> <li>➤ Operating range: CH<sub>4</sub> 0-20 ppm, CO<sub>2</sub> 0-1000 ppm, CO 0-5 ppm, vH<sub>2</sub>O 0-7%;</li> <li>➤ Measurement time: &lt; 5 seconds;</li> <li>➤ Precision (1σ) – 1 hour: CH<sub>4</sub>: &lt; 0,3 ppb; CO<sub>2</sub>: &lt; 10 ppb; CO: &lt; 1 ppb;</li> <li>➤ Reproducibility (10 minutes, 1s): CH<sub>4</sub>: &lt; 0,5 ppb; CO<sub>2</sub>: &lt; 50 ppb; CO: &lt; 1 ppb;</li> <li>➤ Max Drift at STP (24 hours): CH<sub>4</sub>: &lt; 1 ppb; CO<sub>2</sub> &lt; 100 ppb; CO: &lt; 10 ppb</li> <li>➤ Max Drift at STP (1 month): CH<sub>4</sub>: &lt; 3 ppb; CO<sub>2</sub> &lt; 500 ppb; CO: &lt; 50 ppb</li> <li>➤ Sample pressure: 300 – 1000 Torr;</li> <li>➤ Communication protocol: RS-232, USB, Ethernet;</li> <li>➤ Power supply: 200-240V 50Hz;</li> <li>➤ Steady-state power consumption: 200 W (analyzer) + 200 W (pump);</li> <li>➤ Connectivity: 1/4" Swagelok fittings;</li> <li>➤ Accessories: External pump, keyboard, mouse;</li> </ul>

<sup>1</sup> 1 CHF = 5,4930/09.05.2025 lei, see art 7.3 financing ctr no. 3/RO-CH/30.10.2025

<sup>2</sup> 1 EURO = 5,0891/15.01.2026 lei

				<ul style="list-style-type: none"> <li>➤ Analyzer dimensions to fit 19" rack mount;</li> <li>➤ Maximum weight (analyzer + pump): 30 kg;</li> <li>➤ ICOS compliant analyser for CO<sub>2</sub> CH<sub>4</sub> and CO</li> <li>➤ Warranty: 2 years.</li> </ul> <p><b>2. In-situ analyzer of <math>\delta^{13}\text{C-CH}_4</math>, C<sub>2</sub>H<sub>6</sub>, CH<sub>4</sub>;</b></p> <ul style="list-style-type: none"> <li>➤ Measurement principle: Cavity Ring-Down Spectroscopy (CRDS);</li> <li>➤ Operating range: CH<sub>4</sub> 1,5-30 ppm, CO<sub>2</sub> 300-2000 ppm, C<sub>2</sub>H<sub>6</sub> 0-100 ppm, <math>\delta^{13}\text{C-CH}_4</math> 2-30 ppm;</li> <li>➤ Precision (1<math>\sigma</math>) – 1 hour: CH<sub>4</sub>: &lt; 0,1 ppb; CO<sub>2</sub>: &lt; 200 ppb; C<sub>2</sub>H<sub>6</sub>: &lt; 1 ppb; <math>\delta^{13}\text{C-CH}_4</math>: &lt; 0,5-1,0 ‰;</li> <li>➤ Measurement frequency: &lt;1 Hz, for <math>\delta^{13}\text{C-CH}_4</math>;</li> <li>➤ Sample pressure: 300 – 1000 Torr;</li> <li>➤ Communication protocol: RS-232, USB, Ethernet;</li> <li>➤ Power supply: 200-240V 50Hz;</li> <li>➤ Steady-state power consumption: 200 W (analyzer) + 200 W (pump);</li> <li>➤ Connectivity: 1/4" Swagelok fittings;</li> <li>➤ Accessories: External pump, keyboard, mouse;</li> <li>➤ Analyzer dimensions (cm): &lt;45 (l) * &lt;20 (h) * &lt;45 (d);</li> <li>➤ Maximum weight (analyzer + pump): 30 kg;</li> <li>➤ Warranty: 2 years.</li> </ul> <p><b>3. Gas distribution manifold with 16 ports;</b></p> <ul style="list-style-type: none"> <li>➤ Mounting: Tabletop or 19" rack;</li> <li>➤ Number of gas inlets: 16;</li> <li>➤ Power supply: 200-240V 50Hz;</li> <li>➤ Maximum steady-state power consumption: 20 W;</li> <li>➤ Connectivity: 1/8" Swagelok fittings;</li> <li>➤ Valve position controlled by above listed in-situ analyzers</li> <li>➤ Accessories: manual hand-pad to control valve position;</li> <li>➤ Dimensions to fit 19" rack mount;</li> <li>➤ Maximum weight: 6 kg;</li> <li>➤ Warranty: 2 years.</li> </ul> <p><b>4. Software package for data set configuration and acquisition;</b></p> <p><b>5. Delivery, commissioning, and personnel training are included.</b></p>
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(\* Any technical specification which might indicate a specific certification, attestation, origin, source of production, special procedure, the manufacturer's mark, trademark, patent, or manufacturing license may be mentioned only in order that the requirements can be easily and accurately identified and MAY NOT favor or disadvantage in any way the tenderers or the

products tendered. All these specifications will be considered, will be read and understood as being 'or similar / or equivalent'.

**Offers shall be submitted for all products. Partial offers are not accepted.**

The **brand, model, and manufacturer** of the products shall be specified in order to verify compliance with the requested requirements. Furthermore, the Technical Proposal shall include copies of manufacturer documents (catalog files, prospectuses, etc.) certifying compliance with the technical specifications and the minimum conditions imposed for the products (it is accepted that these documents may be presented in an international language).

Products shall be accompanied by at least the following documents:

- If applicable, the delivery note;
- If applicable, the warranty certificates issued by the manufacturer – ORIGINAL;
- If applicable, the quality certificate with product identification data, issued by the manufacturer (SUPPLIER) – ORIGINAL;
- Technical documentation (user and maintenance manuals, calibration procedure, test reports for all operating modes, etc.) shall be presented in English and/or Romanian language;
- List of delivered components.

All equipment, materials, accessories, and works shall comply with the effective quality assurance norms and standards.

**The equipment forming the systems shall be new and unused.**

**The equipment must comply with European Union standards.**

**The equipment shall not present manufacturing defects and shall meet the minimum technical characteristics provided in the present Tender Documentation.**

#### **Norms and Standards**

All equipment, supplies, materials and works shall comply with the effective Romanian legislation or equivalent.

**Any norms, standards, or technical specifications that might indicate a particular certification, attestation, origin, production source, special process, manufacturer's brand, trademark, patent, or manufacturing license may be mentioned only to facilitate easy and accurate identification of the requirements and CANNOT in any way favour or disadvantage bidders or offered products. All such references will be considered, read, and interpreted as having the notation 'or equivalent'.**

## **IV. Obligations of the Parties**

### **1. Obligations of the Supplier**

#### **a. QUALITY CONDITIONS**

The Supplier is responsible for the quality of the delivered products.

The Supplier has the obligation, without modifying the contract price:

- i) to replace the supplied products;
- ii) to make all necessary modifications to ensure the products comply with the technical specifications;

#### **b. CONDITIONS FOR PACKAGING, LABELLING, COLLECTION, AND MARKING**

The equipment shall be properly packaged at the Supplier's expense for delivery to the

Purchaser. The packaging shall be appropriately marked to ensure correct handling. The Supplier is obligated to pack the products so they withstand handling during transport, transit, and exposure to extreme temperatures, sunlight, and precipitation that may occur during transport and outdoor storage, ensuring they reach the final destination in good condition. Until the delivery of the products to the Purchaser, the responsibility for their integrity shall rest with the Supplier. Regarding the packaging of heavy weights and large volumes in crates, the Supplier shall take into consideration, where applicable, the distance to the final destination of the products and the absence of heavy handling facilities at all transit points.

Each product shall be accompanied by: relevant technical documentation (user manual/usage documentation in English / Romanian or the translated version in Romanian), quality certificate, and individual warranty certificate.

### c. DELIVERY CONDITIONS

The Supplier is obligated to deliver the products to the final destination indicated by the Purchaser: the Purchaser's headquarters. Delivery shall be carried out as mentioned and shall be ensured by the Supplier within a **minimum of 4 months and a maximum of 6 months from the date of entry into force of the contract (according to the award criterion: 'Best quality/price ratio)**, after ensuring the warranty of proper execution. Delivery shall be made in a single shipment for all products. The Supplier shall bear all obligations arising from the delivery of the goods to the final destination. The Supplier shall notify the Purchaser by email at: [incas@incas.ro](mailto:incas@incas.ro), at least 7 working days prior to the delivery of the products.

The Supplier is obliged to guarantee that the supplied products are new and unused. Delivery shall be considered completed when the provisions of the acceptance clauses for the products are fulfilled.

### d. ACCEPTANCE AND TESTING

The Supplier shall bear all obligations arising from the delivery of the products.

The quantitative and qualitative acceptance of the products by the Purchaser's representatives shall be conducted in the presence of the Supplier's delegate.

The Supplier is obligated, without modifying the contract price:

- i) to replace any supplied products that do not meet the requirements;
- ii) to make all necessary adjustments so that the products comply with the technical specifications.

If deficiencies are identified during the use of the delivered products, the Supplier is obligated to replace them within a maximum of 5 (five) days from the date of signing the Non-Conformity Report.

### e. TRAINING

The training shall take place at the Purchaser's headquarters, may be conducted under laboratory conditions and the duration of the training shall be established by the bidder, but shall not be less than 1 day. Training shall be conducted within a maximum of 5 calendar days from the completion of the functional tests of the systems. The number of participants in the training shall be **at least 5 people**. The date on which the training begins shall be communicated to the Beneficiary at least two working days in advance. The training shall include written documentation in English and/or Romanian, organized by subsystems, and instruction for use and operation for each subsystem and each piece of equipment.

## 2. Purchaser's Obligations

The Contracting Authority (CA) is responsible for:

- providing the Contractor with all necessary information required to obtain the expected results and for the proper implementation of the contract;
- exercising responsibilities regarding the contract results: reception and verification of results, subsequent delivery, and providing the evaluation of results to the Contractor.

#### a. Payment Terms

The Purchaser considers the contract execution to begin only after the Supplier has provided proof of establishing the performance guarantee.

Payment shall be made via payment order within a maximum of 30 days from the date of issuing the Invoice (*the invoice shall not be issued if there is no Quantitative and Qualitative Acceptance Report and no Final Acceptance Protocol*), subsequent to delivery, based on the following documents:

- a. Quantitative and Qualitative Acceptance Report;
- b. Commissioning Report;
- c. Personnel Training Report;
- d. Final Acceptance Protocol;
- e. Documentation/Manuals written in English and/or Romanian;
- f. Original fiscal invoice, accompanied, where applicable, by the certificate of conformity and/or warranty.

The offer price shall be expressed in RON/CHF/EUR and shall include all related costs (packaging, transport, storage, customs duties, commercial mark-up, bank fees, specific permits, etc.).

The contracted prices are firm in RON/CHF/EUR for the entire duration of the contract.

#### b. Reception and testing

**Reception:** On the delivery date, if the equipment is provided in terms of quantity and quality according to the accepted offer, a quantitative and qualitative reception will be carried out by the reception committee of the Purchaser and the Beneficiary, at the latter's premises, together with the Supplier's representative, resulting in a **Quantitative and Qualitative Acceptance Report**.

Subsequently, a **Final Acceptance Protocol** will be prepared.

On the date of reception, if the supplied products do not meet the specifications in the technical proposal, the Supplier is obligated to replace them within **5 days** of this finding, at their own responsibility and expense, without altering the product price. Any such issues will be recorded in a Complaint Protocol.

### V. Specific Terms and Conditions Regarding the Purchase

#### GENERAL BIDDING CONDITIONS:

The offer shall be written in Romanian and will include both the technical and financial proposals, as described below.

#### a. Technical Proposal

Bidders shall submit the technical proposal in accordance with the requirements outlined in this Tender Documentation.

The technical proposal must include a commentary on each item of the technical specifications as stated in the Specifications Document, demonstrating the alignment of the Technical Proposal with the requirements set by the Purchaser in the Tender Documentation.

The Technical Proposal must **MANDATORILY** include the technical form provided in the Forms Section, as well as a Table with technical details supplied by the manufacturer.

**The form** shall summarize how the technical proposal meets the requirements of the Specifications Document, serving as a commitment from the bidder, certifying the accuracy of the technical and other information presented in their technical proposal, and committing to fulfil the requirements as requested by the Contracting Authority.

**The technical proposal must be accompanied by brochures, leaflets, technical manuals, and other documents from the manufacturer that detail the characteristics and performance of the offered products.**

### **SELECTION CRITERIA / EVALUATION CRITERIA:**

To determine the "most economically advantageous" bid, the award criteria "best value quality-price" shall be applied, as mentioned in Art. 187 para. (3) lit. a) of Law no. 98/2016.

The winning bid shall be the one that achieves the highest total score resulting from applying the evaluation factors established below:

<b>No.</b>	<b>Evaluation factors</b>	<b>Maximum allocated score</b>
<b>1.</b>	Offer price – $P_{of}$	<b>50%</b>
<b>2.</b>	Technical offer – $P_{teh}$	<b>50%</b>
<b>2.1</b>	Delivery time – $P_1$	<b>40%</b>
<b>2.2</b>	The commissioning period – $P_2$	<b>10%</b>

#### **1. The score for 'Offer price' evaluation criteria will be awarded as follows:**

- a) For the lowest price among the submitted offers, the maximum allocated score for this evaluation factor shall be awarded, respectively 50 points;
- b) For any price other than that provided in lit. (a), the score shall be awarded as follows:

$$P_{of} = (\text{minimum price/price}_n) \times \text{maximum allocated score}$$

where:

*$P_{of}$  – points of the offer for 'Offer price' evaluation criteria;*

*Minimum price – the lowest price offered;*

*Price  $n$  – the price offered by the economic operator for which the score is being calculated.*

The maximum possible financial score is 50 points.

For the 'Technical Offer', the evaluation factors 'Delivery Time' and 'Commissioning period' have been considered, as the Contracting Authority (CA) requires prompt delivery and commissioning to facilitate the commencement of its use in research activities, as well as to fulfill the commitments undertaken by INCAS in both National and International Projects in which the Institute is engaged.

#### **2. The score for 'Delivery time' evaluation criteria will be awarded as follows:**

Calculation algorithm:

- a) for the shortest delivery time of 4 months, the maximum allocated score for this evaluation factor shall be awarded, respectively 50 points;
- b) for the longest delivery time of 6 months, the minimum score allocated to the evaluation factor is awarded, respectively: 0 points;

c) for any other delivery times within the minimum and maximum interval, the score will be awarded according to the formula:

**The actual score ( $P_1$ ) = 40 x (Minimum delivery time / Offered delivery time)**

where:

*The actual score ( $P_1$ ) – effective score of the offer for the evaluation factor 'Delivery time';*

*Minimum delivery time – the shortest delivery time offered;*

*Offered delivery time – the delivery time offered, for which the score is calculated.*

Minimum delivery time: 4 months. Maximum delivery time: 6 months.

It is taken into account that the delivery time must not exceed 6 months, in accordance with the needs of the Contracting Authority and considering that a timeframe within the interval presented above (4 – 6 months) represents an optimal interval for the delivery of the equipment.

Offers proposing a delivery time longer than the maximum delivery time (6 months) accepted by the Contracting Authority will be declared non-compliant. Offers proposing a delivery time shorter than the minimum delivery time (4 months) accepted by the Contracting Authority will not receive additional points.

### **3. The score for the evaluation factor 'Commissioning period' ( $P_2$ ) is given as follows:**

Calculation algorithm:

a) for the shortest commissioning time of 1 day, the maximum score allocated to the evaluation factor is awarded, respectively: 10 points;

b) for the longest commissioning time of 10 days, no score will be awarded / the minimum allocated score shall be awarded, respectively: 0 points;

c) for other commissioning times within the minimum and maximum interval, the score is awarded according to the formula:

**The actual score ( $P_2$ ) = 10 x ( $T_{min}/T_n$ )**

where:

*The actual score ( $P_2$ ) – effective score of the offer for the evaluation factor 'Commissioning period';*

*$T_{min}$  (minimum commissioning period) – the shortest commissioning period, among those offered;*

*$T_n$  (the commissioning period offered) – the commissioning period offered, for which the score is being calculated.*

Commissioning period: minimum 1 day, maximum 10 days.

A commissioning period of more than 10 days will not be accepted. Offers proposing commissioning times longer than 10 days shall be declared non-compliant, while offers proposing commissioning times shorter than 1 day shall not receive additional points.

**NOTE: When preparing the Technical Proposal, and implicitly the evaluation factors 'Delivery time' and 'Commissioning time', the use of the phrase 'maximum/minimum' shall be avoided, and the exact offered timeframe shall be specified.**

### **b. Financial proposal**

The financial proposal must **MANDATORILY** include the offer form provided in the Forms Section and the relevant Annexes.

The prices will be final and will include all taxes (transportation costs, storage costs, or other taxes related to delivery or acquisition, and other costs). The prices and total value will be expressed in **RON/CHF/EUR**, will be firm, will not be increased thereafter and will remain valid until the full implementation of the contract.

### **MINIMUM WARRANTY CONDITIONS**

The Supplier is obligated to guarantee that the products provided through the contract are new, unused, and manufactured under quality assurance conditions complying with European standards.

**The warranty period for the products shall be a minimum of 2 years.**

Defective products replaced during the warranty period will have the same warranty period, starting from the date of replacement of the defect.

If, during the use of the delivered products, it is found that they have deficiencies, the Supplier is obligated to replace them free of charge within a maximum of 5 working days. If the product is not replaced within 5 days, the Purchaser will utilize the Performance Bond.

The Purchaser reserves the right to request the Supplier to replace products that do not meet quality standards within a maximum of 24 hours from the notification of the identified issues. In the case of latent defects in some products, these must be reported to the Supplier within 24 hours of their occurrence.

### **PERFORMANCE BOND**

The Supplier is obligated to provide the Performance Guarantee of the contract within 5 working days from the contract signing date, amounting to 10% of the contract value excluding VAT, before the commencement date of the contract execution, in the form of a guarantee instrument issued, under legal conditions, by a banking institution or an insurance company. The method of establishing the Performance Guarantee shall comply with the provisions of Art. 39 of GD no. 395/2016.

The Performance Bond may be provided by bank transfer to the IBAN account RO86RNCB0290101344950001, opened at Banca Comercială Română – BCR – Iuliu Maniu Branch, or through a guarantee instrument issued by a credit institution from Romania or another state, or by an insurance company, in compliance with the law. This guarantee becomes an annex to the contract, according to Art. 39 of GD no. 395/2016 applying accordingly. The guarantee must be presented in its original form, in the amount and for the period stipulated in the award documentation, in accordance with the provisions of Art. 40, paragraph (1<sup>^</sup>) of Government Decision no. 395/2016, correlated with Art. 154, paragraph (4) of Law No. 98/2016.

The Performance Bond Letter/Instrument must:

- be presented in its original form;
- clearly state the name of the Contracting Authority in whose favour it has been issued;
- include the validity period for which it has been issued, which must match the period specified in the documentation;
- contain the legible seal of the issuing credit institution/banking company/insurance company and/or the authorized signature.

## **VI. Main risks for delivery of the contract and defence measures**

### **1. Delays, insufficient or wrong technical characteristics and performance, defence measures**

The Supplier undertakes to indemnify the Purchaser against any:

- i) claims and legal actions, resulting from the infringement of intellectual property rights (patents, trademarks, etc.), related to the equipment, materials, installations or machinery used for or in connection with the purchased products, and
- ii) damages, expenses, fees and expenses of any nature, related, except for the situation in which such a violation results from the compliance with the Tender Documentation prepared by the Purchaser.

If, through his sole fault, the Supplier fails to fulfil its obligations, then the Purchaser has the right to deduct from the contract price, as penalties, an amount equivalent to 0.1% of the contract price without VAT for each day of delay, until the effective fulfilment of the obligations.

### **2. Risks associated with the product warranty, indirect damages**

The Purchaser has the right to issue claims on the Performance Guarantee, within the limits of the damage created, if the Supplier does not fulfill, does not execute, executes with delay or improperly executes the obligations assumed by this contract. Prior to issuing a claim on the Performance Guarantee, the Purchaser has the obligation to notify the Supplier, specifying at the same time, the obligations that have not been respected.

### **3. Damages**

Failure to fulfill with the obligations assumed by this contract by one of the parties, in a culpable and repeated manner, entitles the injured party to consider the contract legally terminated and to claim payment of damages.

The Supplier's failure to fulfill the assumed obligations under the present contract leads to the non-fulfillment of the tasks and activities assumed within the program „Emissions Research and Monitoring Infrastructure Programme”, Program Component „East European Methane Study” – EEMS, contract no. 3/RO-CH/30.10.2025.

### **4. Associated risks of the Purchaser**

The Purchaser undertakes to receive the products within the agreed timeframe, if the Object of the Contract is fulfilled in conjunction with the Tender Documentation, annex to this contract.

If the Purchaser does not honour his invoices within 30 days from the expiration of the agreed period, then he has the obligation to pay, as penalties, an amount equivalent to 0.1% of the unfulfilled payment, for each day of delay, until the effective fulfilment of the obligations.

### **5. Risks regarding force majeure**

Force majeure is established by a competent authority.

Force majeure exempts the affected parties from fulfilling the obligations assumed under the present contract for the entire period in which it operates.

The execution of the contract will be suspended during the period of force majeure, without prejudice to the rights of the parties until its occurrence.

The contracting party invoking Force Majeure is obligated to notify the other parties immediately and fully of its occurrence and to take any measures at its disposal to limit the consequences.

The contracting party invoking force majeure is obligated to notify the other party of its cessation within a maximum of 5 days from its termination.

If force majeure persists or is expected to persist for more than 3 months, each party will have the right to notify the other party of the termination by right of the present contract, without either party being entitled to claim damages from the other party.

***NOTE: The technical specifications indicating a certain origin, source, production, special process, manufacturing or trade mark, patent, or manufacturing license are mentioned solely for the easy identification of the product type and DO NOT aim to favour or eliminate certain economic operators or products that meet the requirements of this Tender Documentation.***

## ANNEX I - Activity schedule

No.	Name of activity	U.M.	Duration of activity	Prepared documents
1.	Delivery and initial quantitative and qualitative acceptance	months	min. 4 months – max. 6 months after signing the contract	<ul style="list-style-type: none"> <li>▶ quantitative and qualitative acceptance report</li> <li>▶ final quantitative and qualitative acceptance report</li> </ul>
2.	Installation and commissioning at the location indicated by CA	days	min. 1 day – max. 10 days, after signing the final quantitative and qualitative acceptance report	<ul style="list-style-type: none"> <li>▶ commissioning report</li> </ul>
3.	Training the personnel of the Beneficiary	days	min. 1 day after signing the commissioning report	<ul style="list-style-type: none"> <li>▶ report on training the personnel of the Beneficiary</li> </ul>
4.	Final acceptance		after signing the report on training the personnel of the Beneficiary	<ul style="list-style-type: none"> <li>▶ final acceptance protocol</li> </ul>