

DOCUMENTATION

for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report on the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (compensation amount and means of compensation) as well as consultancy services for the update of the weighted average cost of capital, identification and set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV CODE: 71621000-7)

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SECTION 1: ACQUISITION DATA FILE

I. CONTRACTING AUTHORITY

I.1) NAME, ADDRESS AND CONTACT POINT(S)

Official name: NATIONAL AUTHORITY for MANAGEMENT and REGULATION in COMMUNICATIONS (ANCOM)		
Postal address: 2 Delea Noua Street, sector 3		
City: BUCHAREST	Postal code: 030925	Country: ROMANIA
Contact point(s): For the attention of: Gemma IOSIP Codruța MERAN	Telephone: +40 372845350 +4 0 372845612	
E-mail: gemma.iosip@ancom.org.ro codruta.meran@ancom.org.ro	Fax: +40 372845402	
Internet address (if applicable): General address of the contracting authority (URL): www.ancom.org.ro Address of the buyer profile (URL): www.e-licitatie.ro		

Further information can be obtained from: The above mentioned contact point(s).

The Terms of Reference and additional documents can be obtained from: The above mentioned contact point(s).

Tenders or requests to participate must be sent to: The above mentioned contact point(s).

Number of days in which clarifications may be requested before the deadline for the submission of tenders: 9

I.2) TYPE AND MAIN ACTIVITY (ACTIVITIES) OF THE CONTRACTING AUTHORITY

Ministry or any other national or federal authority, including their regional or local sub-divisions.	General services of the public administration
The contracting Authority is purchasing on behalf of other contracting authorities: NO .	

II. OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority

Services contract having as object the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (compensation amount and means of compensation) – Batch 1, as well as consultancy services for the update of the weighted average cost of capital, identification and set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider – Batch 2 (cod CPV: 71621000-7)

II.1.2) Type of contract and location of working place:

Services: 12 - Architectural services; engineering services and integrated engineering services; urban

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planning and landscape architecture services; related scientific and technical consulting services; technical testing and analysis services

Main working place: - the provider's headquarters and the headquarters of the contracting authority in Bucharest, 2 Delea Noua Street, Sector 3, Postal code: 030925, NUTS code RO321.

II.1.3) The procedure involves: a public acquisition contract.

II.1.5)) Short description of the contract or purchase(s)

Services contract having as object the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (compensation amount and means of compensation) – Batch 1, as well as consultancy services for the update of the weighted average cost of capital, identification and set up of the technical and economic conditions for acces and the development of a calculation model for the network and services provided by the designated universal service provider – Batch 2 (cod CPV: 71621000-7), in accordance with the provisions of Section 2: Terms of Reference.

II.1.6) CPV classification (common procurement vocabulary)

	Main vocabulary
Main object	71621000-7 – Technical analysis or consultancy services
Additional object	-

II.1.7) The contract is covered by the Government Procurement Agreement (GPA): YES

II.1.8) The contract is divided into batches: YES – one or more batches

II.1.9) Variants will be accepted (alternative offers): NO

II.2) QUANTITY OR SCOPE OF THE CONTRACT

II.2.1) Total quantity or scope (*including all batches and options, if applicable*)::

The following consultancy services will be supplied: consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (compensation amount and means of compensation) – Batch 1, as well as services contract for the update of the weighted average cost of capital, identification and set up of the technical and economic conditions for acces and the development of a calculation model for the network and services provided by the designated universal service provider – Batch 2 (cod CPV: 71621000-7), in accordance with the provisions of Section 2: Terms of Reference.

Estimated value excluding VAT for each batch:

Batch 1: 100.000 EURO excluding VAT

Batch 2: 150.000 EURO excluding VAT

Estimated value excluding VAT: 250.000 EURO

II.2.2) Options: NO

II.3) DURATION OF THE CONTRACT OR TIME LIMIT FOR COMPLETION

Duration in months: **14 (fourteen) months** *from the award of the contract/issuance of the order to begin the works*

II.4) CONTRACT PRICE ADJUSTMENT

II.4.1. Contract price adjustment: NO

III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO CONTRACT

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III.1.1) Deposits and guarantees required (if applicable)

III.1.1.a) Tender bond: YES

i. **Amount: Batch 1: 4.445,50 Lei or 1.000,00 Euro. Batch 2: 6.668,25 Lei or 1.500,00 Euro.**

NBR exchange rate leu/euro which was the basis for determining the amount of the tender bond in lei is 4,4455 valid at 19.05.2015. For tender bond issued in other currency the equivalence will also be made at the NBR exchange rate valid at 19.05.2015

Note: If a tenderer submits bids for both batches, the **tender bond amount** will be calculated by summing up the amounts of the tender bonds for the 2 (two) batches.

ii. **Setting up:** in accordance with provisions of art.86 para.(1) of Government Ordinance no.925/2006, by:

a) bank transfer into the bank account of ANCOM RO22TREZ7005005XXX000932, opened with the ATCPMB, FIC:14751237: - for the Romanian legal/natural persons, for payments in Lei - or into the bank account RO86RNCB0082 044181470003, opened with the Romanian Commercial Bank – Unirii Branch for foreign legal/natural persons, for payments in Euro.

or

b) guarantee tool.

iii. The guarantee tool shall be set up irrevocably in favour of ANCOM, by a bank or an insurance company, and shall be submitted, in original, pursuant to the form under Annex no. 9 in Section 4 - Forms. If the guarantee tool is not drawn up in Romanian, then it must be accompanied by a Romanian translation performed by an authorised translator.

Note: The guarantee tool must include all the 3 (three) cases provided for in the form under Annex no. 9 letters a) to c), otherwise the contracting authority shall take the measures specified at point vi below.

iv. **Validity period** of the tender bond: at least **100(one hundred) days from the deadline set for the reception of tenders.**

v. Proof of setting up the tender bond shall be submitted **on the date and at the time established for tender opening**, at the latest.

vi. If the proof of setting up the tender bond is not submitted on the date and at the time established for tender opening, at the latest, as well as if it is not set up in the amount, under the form and within the validity period provided above, the respective tender shall be deemed **unacceptable and rejected** according to the provisions of art. 33(3) letter b) corroborated with the provisions of art. 36(1) letter a) of the Government Decision no. 925/2006.

III.1.1.b) Performance bond: YES

i. **Value** of the performance bond: **5% of each contract price**, excluding VAT.

ii. The performance bond **is set up:** according to the provisions of art. 90 para. (1) of Government Ordinance no. 925/2006. The guarantee tool shall follow the model provided for in **Annex no. 15** in Section 4: Forms

iii. **The performance bond** set up on grounds of the awarded services contract shall be released/returned, pursuant to the provisions of art. 92 para. (2) of the Government Decision no. 925/2006, **within 14 (fourteen) days** from the date of the provider's fulfilment of the obligations undertaken pursuant to the contract, if the contracting authority has not claimed it until that time.

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them: own revenues.

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded: association according to art. 44 of Government Emergency Ordinance no. 34/2006, with the subsequent amendments and completions.

Annex no. 9 in Section 4: Forms shall be submitted in original.

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III.1.4) The performance of the contract is subject to particular conditions: NO

III.1.5) Applicable legislation

- a) Government Emergency Ordinance no. 34/2006 regarding the award of the public procurement contracts, public works concession contracts and services concession contracts, approved with amendments and completions by Law no. 337/2006, with the subsequent amendments and completions;
- b) Government Decision no. 925/2006 for the approval of the application norms of the Government Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts, public works concession contracts and services concession contracts, with the subsequent amendments and completions;
- c) Order of ANRMAP President no. 314/2010 on the implementation of the certificate of participation in tenders with an independent tender, published in the Romanian OM, Part I, no. 701/20.10.2010;
- d) Order of ANRMAP President no. 302/2011 approving the standard forms of the Minute of the tender opening meeting and of the Procedure report, corresponding to the procedures of award of public procurement contracts, public works concession contracts and services concession contracts, published in the Romanian OM, Part I, no. 415/14.06.2011;
- e) Order of ANRMAP President no. 509/2011 on formulation of the qualification and selection criteria, published in the Romanian OM, Part I, no. 687/28.09.2011;
- f) Order no. 170/2012 on the interpretation of art. 69¹ under Government Emergency Ordinance no. 34/2006, published in the Romanian OM, Part I, no. 328/15.05.2012;
- g) Order no. 171/2012 on the clarifications concerning the content of the award documentation, published in the Romanian OM, Part I, no. 328/15.05.2012;
- h) other relevant normative acts published on the www.anrmap.ro website.

III.2) CONDITIONS FOR PARTICIPATION

III.2.1) Personal situation of economic operators, including requirements relating to enrollment on professional or trade registers

III.2.1.a) Personal situation of the candidate or tenderer:

Statement on eligibility (falling outside the scope of art. 180 of the Government Emergency Ordinance no. 34/2006): the tenderer shall submit, **in original**, a statement on own responsibility of its legal representative in accordance with the form under **Annex no. 1** in Section 4: Forms. The document shall also be submitted by the supporting third party, if applicable.

Statement on falling outside the scope of provisions of art. 181 of the Government Emergency Ordinance no. 34/2006: the tenderer shall submit, **in original**, a statement on own responsibility of its legal representative in accordance with the form under **Annex no. 2** in Section 4: Forms. The document shall also be submitted by the supporting third party, if applicable, according to the mention in Annex no. 2 - supporting third party shall submit a Statement on falling outside the scope of provisions of **art. 181 letters a), c¹) and d)** of the Government Emergency Ordinance no. 34/2006, according to the model in **Annex no. 2**.

Statement on falling outside the scope of provisions of art. 69¹ of the Government Emergency Ordinance no. 34/2006: the tenderer shall submit, **in original**, a statement on own responsibility of its legal representative in accordance with the form under **Annex no. 3** in Section 4: Forms. In the sense of article 69¹ of Government Emergency Ordinance no. 34/2006, the persons with decision-making duties within the contracting authority are as follows: Marius Cătălin MARINESCU – ANCOM President, Cristin Nicolae POPA – Executive Director DEMC, Bogdan Cristian IANA – Executive Director, DEASRN, Cornelia CIONCA, Director, DEA, Ovidiu Florin TABĂRĂ – Head of the Acquisitions Department, Bogdan MĂRGINEANU – Head of Unit, Acquisitions Legal Advice Unit, DA, Daniela – Ioana MOHORA – Legal adviser, SJA, DA, Adriana – Ioana PENCUI – Legal adviser, SJA, DA, Codruța Georgeta MERAN, Head of Unit, Operational Acquisitions Unit, DA, Mirela Rodica BEJGU, expert, SAO,

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DA, Gemma Luminița IOSIP, expert, SAO, DA, Niculae Cătălin CALOIU, expert, SAO, DA, Magda DINU, expert, SAO, DA, Cristiana Mihaela STOIAN, expert SAO, DA, Eduard LOVIN, Executive Director, DER, Gheorghe RUSEN, Director DRE, DER, Roxana Ionela CÎRJAN Head of Unit, SACC, DRE, DER, Eugenia OANA, expert, SACC, DRE, DER, , Oana-Daniela ZAHIU, expert SACC, DRE, DER as specified in the form under **Annex no. 3** in Section 4: Forms.

The document shall also be submitted by the sub-contractor and the supporting third party, if applicable.

Certificate of participation in the tender with an independent tender: the tenderer shall submit, **in original**, the *Certificate of participation in the tender procedure with an independent tender* signed by the legal representative, in accordance with the form under **Annex no. 4** in Section 4: Forms.

Note: In the case of a joint tender, each participant to the association shall submit documents proving that the qualification criteria concerning the personal situation of the tenderer are met, except for the certificate of participation in the tender with an independent tender that shall be submitted for the association (one document shall be submitted assumed by all association members).

III.2.1.b) Capacity of performing the professional activity

REGISTRATION

i) The Romanian economic operator: The tenderer shall submit **the original, or an authenticated copy, or a legible copy certified by the tenderer's representative with the mention "according to the original"** of the acknowledging certificate/registry extract issued by the Trade Register Office of the competent territorial Court. The acknowledging certificate/registry extract must show:

- a) the tenderer's object of activity; the object of the contract must have a correspondent in the CAEN (Classification of the national economy activities) under the acknowledging certificate issued by the National Trade Register Office (ONRC).
- b) the situation of the tenderer;
- c) the persons representing the economic operator in its relation with third parties.

The information within this document shall be true/actual at the deadline for tender submission. In this regard the tenderer shall submit in original a Statement in accordance with the form under **Annex no. 17** in Section 4 – Forms.

In the tender evaluation stage, before communicating the outcome of the award procedure, the contracting authority shall request the first ranked tenderer to submit for conformity the above-mentioned documents, in original/authenticated copy.

Note: It is also allowed to demonstrate the capacity of performing the professional activity by submitting the acknowledging certificate issued by ONRC in electronic format, using the InfoCert online service, with the electronic signature incorporated, attached or logically associated.

ii) Foreign economic operator: The tenderer shall submit relevant documents, **translated into Romanian by an authorized translator**, true/actual as of the date set for tender submission, proving a form of registration as a natural/legal person or a form of registration/certification or professional membership and which indicate the persons representing the economic operator in its relation with third parties, in accordance with the legal provisions from the tenderer's country of residence. As well, the submitted documents must contain information on the tenderer's object of activity and situation of tenderer.

In the case of a joint tender, each participant to the association shall submit documents that show the fulfillment of the qualification criteria concerning the capacity of performing the professional activity for the part of the contract they undertake to perform.

III.2.2) Economic and financial ability: NO

III.2.3.a) Technical and/or professional capacity

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Information and/or minimum level(s) necessary for evaluating if requirements are met (<i>if applicable</i>):	Fulfilment
<p>A. Similar experience</p> <p>For BATCH 1:</p> <p><i>The List of the main services provided in the last 3 (three) years is requested, to show that the tenderer undertook at least one consultancy project on the assistance granted in the field of electronic communications or postal services for the calculation of the net cost of the universal service provision or at least one project on the preparation of the separate financial statements prepared by the companies designated as universal service providers in electronic communications or postal services.</i></p> <p><i>The completed form must necessarily be accompanied by certificates/documents issued or countersigned by the beneficiary/beneficiaries of the contract/contracts mentioned, which comprise information supporting the data mentioned in the List and indicate that the services have been provided in compliance with the contractual obligations.</i></p> <p>For BATCH 2:</p> <p><i>1) The List of the main services provided in the last 3 (three) years is requested, to show that the tenderer undertook at least one consultancy project covering the development of a cost calculation model for the network and services provided by an operator in the field of electronic communications or postal services.</i></p> <p><i>The completed form must necessarily be accompanied by certificates/documents issued or countersigned by the beneficiary/beneficiaries of the contract/contracts mentioned, which comprise</i></p>	<p>The following shall be submitted:</p> <p>in original, the form under Annex no. 5 in Section 4: Forms – <i>Statement on the List of main services provided in the last three years</i> to show that the tenderer undertook, in the last 3 (years), at least one consultancy project on assistance granted in the field of electronic communications or postal services for the calculation of the net cost of the universal service provision or at least one project on the preparation of the separate financial statements prepared by the companies designated as universal service providers in electronic communications or postal services.</p> <p>The completed form must necessarily be accompanied by certificates/documents issued or countersigned by the beneficiary/beneficiaries of the contract/ contracts, which comprise information supporting the data mentioned in the List and indicate that the services have been provided in compliance with the contractual obligations.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. The certificates/documents shall be presented in original or an authenticated copy, or a legible copy certified by the tenderer's representative with the "according to the original" mention, accompanied by an authorized translation into Romanian (if applicable). 2. In the case of a joint tender, the qualification criteria concerning the similar experience are proven by taking into consideration the resources of all the members of the group (cumulatively) pursuant to art. 190 para. (3) of the Government Emergency Ordinance no. 34/2006. <p>The following shall be submitted:</p> <p>in original, the form under Annex no. 6 in Section 4: Forms – <i>Statement on the List of main services provided in the last three years</i> to show that the tenderer undertook, in the last 3 (years), at least one consultancy project on the development of a calculation model for the costs of network and services supplied by a provider of electronic communications or postal services.</p>

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information supporting the data mentioned in the List and indicate that the services have been provided in compliance with the contractual obligations.

In the consultancy services indicated by the tenderer for demonstrating similar experience for the project/projects in the list above resulted in publicly available models, reports, etc., the tenderer shall indicate the exact internet links where the corresponding models, report etc. can be consulted.

The completed form must necessarily be accompanied by certificates/ documents issued or countersigned by the beneficiary/ beneficiaries of the contract/

contracts, which comprise information supporting the data mentioned in the List and indicate that the services have been provided in compliance with the contractual obligations.

Notes:

1. The certificates/documents shall be presented in original or an authenticated copy, or a legible copy certified by the tenderer's representative with the "according to the original" mention, accompanied by an authorized translation into Romanian (if applicable).
2. In the case of a joint tender, the qualification criteria concerning the similar experience are proven by taking into consideration the resources of all the members of the group (cumulatively) pursuant to art. 190 para. (3) of the Government Emergency Ordinance no. 34/2006.

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B. Experts

For BATCH 2:

Statement on own responsibility nominating at least one project team member with demonstrated experience in participating as an expert to at least one consultancy project covering the development of a cost calculation model for the network and services provided by an operator in the field of electronic communications or postal services.

This statement must necessarily be accompanied by a CV demonstrating at least the experience required above, and supporting documents (according to Instruction no. 1/2013 issued by ANRMAP) which comprise information that proves the experience regarding the project mentioned for the nominated team member/members. The project/ projects that demonstrates similar experience of at least one team member may differ from the project that demonstrates similar experience for the tenderer. Supporting documents must be submitted in Romanian language or must be accompanied by an authorized translation and must comprise information regarding the participation to the project for the person nominated by the tenderer, the role within the project and project object.

Any replacement or change of the expert/experts, during public acquisition contract development, shall be objectively justified and shall be made only upon ANCOM agreement and only if the new person/persons meets/meet the qualification criteria regarding the expert at the minimum.

Fulfilment:

The following shall be submitted:

in original, Statement on own responsibility of the legal representative under **Annex no. 7** in Section 4: Forms showing that the expert has participated to at least one *consultancy project covering the development of a cost calculation model for the network and services provided by an operator in the field of electronic communications or postal services*

Fulfilment:

The form under **Annex no. 7** in Section 4- Forms must **necessarily** be accompanied by CV and supporting documents (according to Instruction no. 1/2013 issued by ANRMAP) which must comprise information that proves the experience regarding the project mentioned for the nominated team member/members.

For the expert nominated in **Annex no. 7** shall submit a signed statement on availability under the form in **Annex no. 8** in Section 4- Forms.

The form must necessarily be accompanied by the documents stated above in Romanian language or an authenticated copy or a legible copy certified by the tenderer's representative with the "according to the original" mention.

In case of a joint tender, the qualification requirements concerning the experts are proven by taking into consideration the resources of all the members of the group (cumulatively) pursuant to art. 190 para. (3) of the Government Emergency Ordinance no. 34/2006.

C. Information on subcontractors

If applicable, information on the part/parts of the contract which the tenderer intends to subcontract is requested.

Fulfilment:

the form under **Annex no. 10** in Section 4: Forms - Statement on the part/parts of the contract which is/are undertaken by subcontractors and their specialization shall be submitted in original. The statement shall mention the part/parts of the contract which are to be subcontracted and the consents of the proposed subcontractors, with signature specimen.

Note: At the conclusion of the public acquisition contract, the winning tenderer has the obligation to submit the contracts concluded with the subcontractors, and these contracts must be consistent with the tender and shall be included as annex to the public acquisition contract.

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III.2.3.b) Quality standards and environment protection standards: NO	
III.2.4) Reserved contracts (if applicable): NO	

III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS

III.3.1) Provision of the services is reserved to a particular profession: NO
III.3.2) Legal persons must indicate the names and professional qualifications of the staff responsible for the execution of the services: YES

IV: PROCEDURE

IV.1) TYPE OF PROCEDURE AND HOW IT IS CONDUCTED

IV.1.1.a) The award procedure is conducted: Offline
IV.1.1.b) Type of procedure: <u>open tender</u>

IV.2) AWARDING CRITERION

IV.2.1) Awarding criterion: "The most advantageous economic offer", mentioned in at art. 198 para. (1) letter a) of the Emergency Government Ordinance no. 34/2006.

FOR BATCH 1:

The winning offer is the offer which receives the highest score resulted from the application of the criteria system established below.

No.	Criteria	Maximum score
1.	Offer price (in Euro excluding VAT)	65
2.	Description of intangible benefits proposed in addition to the minimum mandatory ones, including the methods of evaluation/quantification of each type of intangible benefits which could be considered in the net cost estimation	35
TOTAL		100

1. The score for the criterion "**offer price**" is granted as follows:

a) for the lowest price offer, the maximum score allocated for the respective evaluation criterion is granted;

b) for other price than the one under letter a) the score is granted as follows:

$$P_n = (\text{price}_{\text{minimum}} / \text{price}_n) \times \text{weighting}_{\text{maximum}}$$

Note: The prices which are compared in view of granting the score are the prices tendered in Euro, without VAT, for the provision of the services according to Section 2 - Terms of Reference.

2. The score for the evaluation criterion "**Description of intangible benefits proposed in addition to the minimum mandatory ones, including the methods of evaluation/quantification of each type of intangible benefits which could be considered in the net cost estimation**" is granted as follows: for each intangible benefit, described and accompanied by the methods of evaluation/quantification, presented in addition to the minimum mandatory ones requested under Section 2 - Terms of Reference, 7 points up to maximum 35 points are granted.

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3. The ranking based on which the winning tender is established will be made from the highest total score to the lowest total score obtained by each tender.

4. If, following the enforcement of the aforementioned calculation algorithm, the resulted score of all offers (ranked first) is the same, the contracting authority shall award the contract to the tenderer whose Financial proposal features the lowest price.

5. If, following the enforcement of the aforementioned calculation algorithm, the resulted score of all tenders (ranked first) is the same, and the tendered prices are also the same, the contracting authority shall require the tenderers concerned to submit a new Financial proposal in a closed envelope, a case in which the contract shall be awarded to the tenderer whose Financial Proposal features the lowest price.

FOR BATCH 2:

The winning offer is the offer which receives the highest score resulted from the application of the criteria system established below.

No.	Criteria	Maximum score
1.	Offer price (in Euro excluding VAT)	65
2	The identification of an additional number of criteria for the calibration of the hypothetically efficient cost model to the ones required in the terms of reference	20
3.	The analysis of the sensitivity of the cost model to an additional number of parameters to the ones required in the terms of reference	15
TOTAL		100

1. The score for the criterion "**offer price**" is granted as follows:

a) for the lowest price offer, the maximum score allocated for the respective evaluation criterion is granted;

b) for other price than the one under letter a) the score is granted as follows:

$$P_n = (\text{price}_{\text{minimum}} / \text{price}_n) \times \text{weighting}_{\text{maximum}}$$

Note: The prices which are compared in view of granting the score are the prices tendered in Euro, without VAT, for the provision of the services according to Section 2 - Terms of Reference.

2. The score for evaluation criterion "**The identification of an additional number of criteria for the calibration of the hypothetically efficient cost model to the ones required in the terms of reference**" is granted as follows: for each additional criteria, described in detail and accompanied by the sources of data, with the description of the calibration process approach and indicating the role of each criteria in the calibration process, as compared to the minimum mandatory ones requested in Section 2 – Terms of Reference, 4 points up to maximum 20 points.

3. The score for the evaluation criterion "**The analysis of the sensitivity of the cost model to an additional number of parameters to the ones required in the terms of reference**" is granted as follows: for each additional parameter, described in detail together with the proposed approach, as

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compared to the minimum mandatory ones requested in Section 2 – Terms of Reference, 5 points up to maximum 15 points.

4. The ranking based on which the winning tender is established will be made from the highest total score to the lowest total score obtained by each tender.

5. If, following the enforcement of the aforementioned calculation algorithm, the resulted score of all offers (ranked first) is the same, the contracting authority shall award the contract to the tenderer whose Financial proposal features the lowest price.

6. If, following the enforcement of the aforementioned calculation algorithm, the resulted score of all tenders (ranked first) is the same, and the tendered prices are also the same, the contracting authority shall require the tenderers concerned to submit a new Financial proposal in a closed envelope, a case in which the contract shall be awarded to the tenderer whose Financial Proposal features the lowest price.

IV.2.2) An electronic auction will be used: NO

IV.3) ADMINISTRATIVE INFORMATION

IV.3.1) File reference number attributed by the contracting authority: SAO/GI/5.2015

IV.3.2) Previous publication(s) concerning the same contract: NO

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up: Romanian

Currency in which the financial proposal is made: Euro

IV.3.7) Minimum time frame during which the tenderer must maintain the tender (from the date stated for receipt of tenders):

Duration in days: 90 days

IV.4. PRESENTATION OF THE TENDER

IV.4.1. Presentation of the Technical proposal

The **Technical proposal** shall meet the minimum mandatory requirements under **Section 2 – Terms of Reference**.

In order to be considered compliant, the **Technical proposal** must meet all the minimum mandatory requirements under **Section 2 – Terms of Reference**.

The Technical proposal shall contain the following:

- a comment on the specifications under Section 2 – Terms of Reference, whereby to prove the correspondence between the Technical proposal and the provisions of the Terms of Reference;
- other information deemed important for the proper evaluation of the Technical proposal requested under the Terms of Reference, including materials corresponding to specific requirements for the elaboration of the technical offer specifically stipulated in the terms of reference.

The Technical proposal compels the tenderer to undertake the obligation to ensure the observance of all the activities and due timeframes, otherwise its tender is to be considered **non-compliant**.

As well, tenderers must present in the Technical proposal:

- **the evaluation criteria**, as mentioned at point IV.2.1 in the Acquisition data file, in a **separate document** according to the model in **Annex no.1 to the Terms of Reference**. The tendered values for each criterion mentioned in this document shall be read in the tender opening meeting and shall be mentioned in the tender opening minute.
- the statement on the conflict of interests pursuant to the model in **Annex no. 11A for Batch 1 and 11B for Batch 2 in Section 4: Forms**.

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During the provision of services, the tenderer must respect all mandatory rules set by the legal regulations concerning the labour conditions and labour protection in force at national level (Labour security and health law no. 319/2006 and the Methodological rules for the implementation of Law no. 319/2006 approved by Government Decision no. 1425/2006, as well as the other normative acts in the field). The tenderer must indicate that it took into account the obligations referring to the labour conditions and labour protection in the elaboration of the tender. In this respect relevant information may be obtained from the Labour, Family, Social Protection and Elderly.

Note: In case a tenderer submits an offer for both batches it shall submit the **Technical proposal** and evaluation criteria (Annex no. 1) **in accordance with the Terms of reference requirements** and the Statement on conflict of interests, separately for each batch.

IV.4.2. Presentation of the Financial proposal

For Batch 1 – The tenderer must present, **in original**, the **Tender form** completed in accordance with **Annex no. 13** of Section 4: Forms.

The price presented in the **Tender form** must be final and expressed in Euro, with and without VAT, and will include all the direct and indirect costs of the tenderer related to the conclusion and performance of the services contract in accordance with the minimum mandatory requirements under Section 2: Terms of Reference.

The deliverables corresponding to activities **in Batch 1 Section 2 – Terms of reference** will be performed by the Provider and will be paid for upon reception by the Buyer, only if CNPR requests ANCOM to compensate the net cost of the universal service provision.

The Buyer will pay the contract price only upon signing all reception minutes corresponding to the deliverables submitted to the Buyer within this batch.

The tenderer shall submit the Detail Financial offer form - Annex no. 13A and shall indicate the prices corresponding to the following deliverables: 1, 2, 3.1, 3.2, 3.3, 4.1 and 4.2. The deliverables corresponding to points 1 and 4.2 of this batch will be paid for only if they are supplied and delivered to the Buyer, under the conditions specifically stipulated in the Terms of Reference.

For deliverable 1 – this will be paid for by the Buyer only if it meets all corresponding requirements in the terms of reference and is accepted before September 9th, 2015.

Also, if the contract becomes effective after August 25th, 2015, the Provider has no obligation to perform the activity corresponding to point 1 Batch 1 in the Terms of Reference and the Buyer shall not pay for the corresponding activity. If, under the circumstances mentioned above, the Provider performs the activity corresponding to this point and delivers the corresponding deliverable, the Buyer shall pay for the deliverable within the contractual frame, only if the deliverable meets the terms of reference requirements and is accepted before September 9th, 2015 mentioned above.

The activity under point 4.2) will be performed by the Provider and the corresponding deliverable will be paid for by the Buyer only if the conclusions of the deliverable 4.1) indicate that the provision of the universal service is an unfair burden for CNPR.

If the provider resides in Romania, the payment shall be made in Lei to the provider's account opened with the State Treasury, at the exchange rate leu/euro communicated by the National Bank of Romania (BNR) and valid on the day on which the invoice is issued.

If the provider does not reside in Romania, the payment shall be made by external payment order, in Euro, while any amounts representing taxes owed according to the fiscal legislation in force in Romania shall be withheld, if case requires. The tax share enforced shall be the one regulated by the fiscal legislation in force in Romania.

Where the invoice is received before or on the date of reception, the payment shall be made within maximum 30 (thirty) days from the signing of the reception minute for the last deliverable and in

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accordance with the provisions of art. 36 para. (1) of Government Emergency Ordinance no. 34/2009 on the payment of invoices between the 24th and 31th of the month.

Where the invoice is received after the signing of the last reception minute for the last deliverable, the buyer has the right to make the payment within 30 (thirty) days from the reception of the invoice and in accordance with the provisions of art. 36 para. (1) of Government Emergency Ordinance no. 34/2009 on the payment of invoices between the 24th and 31th of the month.

Prepayments or partial payments are not allowed for batch 1. Only one payment shall be made after the provision of all services corresponding to this batch.

For Batch 2 – The tenderer must present, **in original**, the **Tender form** completed in accordance with **Annex no. 13** of Section 4: Forms. The price presented in the **Tender form** must be final and expressed in Euro, with and without VAT, and will include all the direct and indirect costs of the tenderer related to the conclusion and performance of the services contract in accordance with the minimum mandatory requirements under Section 2: Terms of Reference.

The services corresponding to activities in Batch 2 **Section 2 – Terms of reference** will be performed by the Provider and will be paid for upon reception by the Buyer, irrespective of whether CNPR submits to ANCOM a request for compensation of the net cost of the universal service. The activities shall be provided starting from the date the Buyer sends the request, under the terms stipulated in the Terms of Reference.

The tenderer shall submit the Detail Financial offer form - Annex no. 13B and shall indicate the prices corresponding to the activities mentioned at points 1, 2.1 and 2.2. as they are mentioned in Section 2 – Terms of reference.

Partial payments shall be made for each activity (mentioned at points 1, 2.1 and 2.2. in the terms of reference), only after signing without objection all reception minutes for the deliverables of the corresponding activity, as mentioned in **Section 2 – Terms of reference and Section 3 – Mandatory contractual clauses**.

The tenderers should take into account the fact that the buyer will pay the value of each activity that is mentioned in the detailed financial proposal, but not more than 11% of the total price of the offer for the services corresponding to the activities provided for at point 1, Batch 2 of the terms of reference and not more than 10% of the total price of the offer for the services corresponding to the activities provided for at point 2.1, Batch 2 of the terms of reference. After signing of the last reception minute indicating the provision of all services within the contract for Batch 2, the Buyer shall pay the remaining amount.

If the provider resides in Romania, the payment shall be made in Lei to the provider's account opened with the State Treasury, at the exchange rate leu/euro communicated by the National Bank of Romania (BNR) and valid on the day on which the invoice is issued.

If the provider does not reside in Romania, the payment shall be made by external payment order, in Euro, while any amounts representing taxes owed according to the fiscal legislation in force in Romania shall be withheld, if case requires. The tax share enforced shall be the one regulated by the fiscal legislation in force in Romania.

Where the invoice is received before or on the date of reception, the payment shall be made within maximum 30 (thirty) days from the signing of the reception minute for the last deliverable and in accordance with the provisions of art. 36 para. (1) of Government Emergency Ordinance no. 34/2009 on

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the payment of invoices between the 24th and 31th of the month.

Where the invoice is received after the signing of the last reception minute for the last deliverable, the buyer has the right to make the payment within 30 (thirty) days from the reception of the invoice and in accordance with the provisions of art. 36 para. (1) of Government Emergency Ordinance no. 34/2009 on the payment of invoices between the 24th and 31th of the month.

No prepayments are allowed.

The tenderer shall bear all the costs associated to the elaboration and submission of its tender, as well as of the complementary documents, whereas the contracting authority shall not be held liable for the respective costs.

IV.4.3. Tender submission

Number of original copies: 1 (one).

The tenderer shall submit the technical proposal, the financial proposal and the qualification documents in **3 (three) interior envelopes** sealed and marked with the tenderers' name and address. The **Technical proposal** shall be introduced in **one interior envelope**, the **Financial proposal** in **another interior envelope** and, finally, the **Qualification documents** in **another interior envelope**. The **interior envelopes** shall be introduced in a non-transparent and adequately closed **exterior envelope**. The **exterior envelope** shall be marked with the name and address of the contracting authority, the name and address of the tenderer and the mention "DO NOT OPEN BEFORE..... (date and time mentioned in the tender notice)". Moreover, the tenderer shall write on the **exterior envelope** "for the attention of the ANCOM Acquisitions Department/Operational Acquisitions Unit".

If the **exterior envelope** is not marked according to the aforementioned provisions, the contracting authority does not hold any responsibility for the offer mislay.

Tenderers have the obligation **to number and sign each page of the offer and to attach a content of the documents**. The tender shall be signed by the tenderer's legal representative or by a purposefully mandated person, case in which the mandate drawn up therefor shall be attached.

The tenderer has the obligation to fill in the **Submission letter**, in accordance with the form under **Annex no. 14** in Section 4 - Forms, which is to accompany the above-mentioned exterior envelope.

The offer may be withdrawn and amended before the deadline set for submitting the offer, respectively the **date and time mentioned in the tender notice**.

Tenders shall be submitted and opened at the headquarters of the contracting authority in Bucharest, 2 Delea Noua Street, Sector 3, Postal code: 030925, Romania.

Tenders submitted to another address or after the **date and time mentioned in the tender notice** shall be rejected as unacceptable and returned unopened.

The offer and accompanying documents must be written in Romanian, or, if case, accompanied by a Romanian translation performed by an authorized translator. Communication will be also conducted in Romanian.

Note: To facilitate understanding of the content of the terms of reference, the contracting authority makes available to tenders an English translation of this document. If, as a result of the translation, there are differences between the Romanian version and the English version, Romanian language

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version shall prevail.

VI: COMPLEMENTARY INFORMATION

VI.1) The contract is recurrent: **NU**

VI.2) The contract is related to a project/programme financed by European Union/operational programme/national rural development programme: **NO**

Type of financing: **Budgetary funds**

VI.3) Additional information:

A. The tenders **shall be opened on the day, at the time and place mentioned in the tender notice.** Tenderers' representatives may attend the tender opening meeting **provided that they submit written mandates, accompanied by an authorized translation into Romanian, if applicable.**

B. Any tender with a validity period below the required one shall be rejected. Before the expiry of the tender validity, the contracting authority has the obligation to require the tenderers - under exceptional circumstances imposing such request - to extend its validity. In case of extending the tender validity, the validity of the tender bond shall also be extended correspondingly.

The tenderer has the obligation to communicate the contracting authority its agreement/disagreement with the extension of the validity period. A tenderer which does not agree with the extension of the tender validity shall be deemed withdrawn from the tender. This shall not trigger the loss of the tender bond.

C. The wording "9 days" standing for the time frame in which requests of clarifications may be submitted before the deadline set for tender submission, mentioned under point I.1 herein, means: 3 (three) working days plus 6 (six) calendar days before the deadline set for tender submission according to art. 78 para. (2) and art. 79 para. (1) of the Government Emergency Ordinance no. 34/2006.

D. In order to access the award documentation on the SEAP website, the economic operators must have a program required for visualizing the electronically signed documents.

E. In case a tenderer submits and offer for both batches, it may submit qualification documents mentioned at point III.2.1.a) Personal situation of the candidate or tenderer and III.2.1.b) Capacity of performing the professional activity (registration) in one copy for both batches. The qualification documents mentioned at point **III.2.3.a) Technical and/or professional capacity** must be submitted for each batch.

VI.4) PROCEDURES FOR APPEAL

VI.4.1) Body responsible for appeal procedures

Official name: **NATIONAL COUNCIL for SOLVING COMPLAINTS**

Postal address: 6 Stavropoleos Street, sector 3

City: BUCHAREST

Postal code: 030084

Country: ROMANIA

E-mail: office@cnsr.ro

Telephone: +4 0 21.310.46.41

Internet address (URL):

Fax: +4 0 21.310.46.42

www.cnsr.ro

VI.4.2) Lodging of appeals:

Appeals may be lodged within 5 days for Batch 1 and 10 days for Batch 2 beginning with the day following the one of learning about the act which is deemed as not being legal according to the provisions of art. 256² para. (1) letter a) and b) of the Government Emergency Ordinance no. 34/2006. A guarantee of good conduct is mandatory according to the provisions of art. 271¹(1) (for bank payment the account is mentioned at point III.1.1a).

VI.4.3) Service from which information about the lodging of appeals may be obtained

Official name: Acquisitions Department/Acquisitions Legal Advice Unit

Postal address: 2 Delea Noua Street, Sector 3

City: Bucharest

Postal code: 030925

Country: Romania

NATIONAL AUTHORITY FOR MANAGEMENT AND REGULATION IN COMMUNICATIONS (ANCOM)

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SECTION 2: TERMS OF REFERENCE

The *Terms of Reference* are an integral part of the awarding documentation and assemble the minimum mandatory requirements based on which each tenderer elaborates the Technical Proposal.

The provisions of the Terms of Reference shall be considered minimum compulsory requirements. In this respect, any submitted offer which deviates from the provisions of these Terms of Reference will be taken into account only if the Technical Proposal ensures a superior quality level to the one provided by the minimum requirements of the Terms of Reference. Any offer with technical characteristics inferior to the ones required in the Terms of Reference will be considered noncompliant and will be disqualified.

I. OBJECTIVE

The following batches are subject to the tender:

BATCH 1: Consultancy services in view of verifying the report on the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of the universal service provision for 2014 and consultancy services regarding the decision on the net cost compensation, respectively the compensation amount and means of compensation,

BATCH 2: the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider.

II. CONTEXT AND REQUIREMENTS

Compania Nationala Posta Romana (CNPR) was designated as the universal service provider in the postal sector in Romania from 1st January 2014 until 31 December 2018 pursuant to the ANCOM President's Decision no. 1158/2013 designating CNPR as the universal service provider in the postal services sector. According to this decision, CNPR has the obligation to provide, over the whole territory of Romania, the following postal services within the scope of universal service:

- a) clearance, sorting, transport and delivery of the domestic and cross-border postal items, weighing up to including 2 kg and consisting of items of correspondence and printed matter items;
- b) clearance, sorting, transport and delivery of the domestic and cross-border postal parcels, weighing up to including 10 kg;
- c) distribution of postal parcels weighing between 10 and 20 kg sent from outside Romania to an address located in Romania;
- d) service for registered postal items dealing with the domestic and cross-border postal items weighing up to including 2 kg referred to in letter a);
- e) service for insured items dealing with:
 - 1. the domestic and cross-border postal items weighing up to including 2 kg referred to in letter a);
 - 2. domestic and cross-border postal parcels weighing up to including 10 kg;
 - 3. postal parcels weighing between 10 and 20 kg sent from outside Romania to an address on its territory;
- f) clearance, sorting, transport and delivery of domestic and cross-border items for the blind.

Taking into account the obligations regarding the implementation of a cost accounting system imposed as part of universal service designation by Decision no. 1159/2013 regarding the conditions to elaborate and audit the separate financial statements by *Compania Nationala Posta Romana S.A.*, this includes provisions regarding the mean capital employed and the weighted average cost of capital respectively.

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The universal service provider has the right to request the compensation of the net cost of the provision of the services within the scope of universal service, for the services provided in 2014. ANCOM decides on the net cost compensation and, if applicable, on the amount to be compensated, as well as to the means to compensate the net cost, including the amount of compensation and/or the tax amount necessary to compensate the net cost.

In this respect, the net cost of the universal service obligations is calculated as the difference between the net cost incurred by Compania Nationala Posta Romana S.A., hereinafter CNPR, with the universal service obligations (base case scenario) and the net cost of CNPR without the universal service obligations (commercial scenario). Thus, the *base case scenario* (including, without limiting to, the identification of the categories of inefficient costs and grounded proposals for efficiency adjustments) needs to be validated as well as the analysis of the reasonableness of the hypotheses grounding the *commercial scenario*, as supported by hypotheses which can be obtained from market surveys, reports etc.. These will support the verification of the report on costs, revenues and capital employed for the provision of services within the scope of universal service, which substantiate the request for the compensation of the net cost of the universal service provision.

Also, as provided for in art. 22 and 23 (1²) of the Emergency Government Ordinance no. 13/2013 on postal services, approved with changes and completions by Law no. 187/2013, "in case it is estimated that a net cost resulting from the supply of services within the scope of universal service, within art. 8 – 12, represents an unfair burden for the universal service provider, the regulatory authority shall decide to compensate the net cost using a financing mechanism shared between postal services providers and/or users and, when necessary, using public funds". Additionally, it is stipulated that by **September 15th** ANCOM should estimate and communicate to the Public Finance Ministry the existence of a difference between calculated net cost and the amount collected using the financing mechanism shared between postal services providers and/or users.

III. Methodology and Deliverables

The provider shall elaborate and make available to ANCOM the deliverables corresponding to the following activities:

BATCH 1: Consultancy services in view of verifying the report on the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of the universal service provision for 2014 and consultancy services regarding the decision on the net cost compensation, respectively the compensation amount and means of compensation.

These activities will be performed by the Provider and paid for at the end, after reception of all deliverables corresponding to batch 1, only if CNPR requests ANCOM to compensate the net cost of the universal service provision.

The activities corresponding to point 1) of this batch will be performed by the Provider and the corresponding deliverable will be paid for by the Buyer only if the conditions mentioned below are met.

The activity corresponding to point 4.2) will be performed by the Provider and the corresponding deliverable will be paid for by the Buyer only if the conclusion of the deliverable at point 4.1) is that the universal service provision constitutes an unfair burden for CNPR.

1) Evaluation of the amount to be collected using the financing mechanism shared between postal services providers and/or users

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The provider shall evaluate the means to compensate the net cost of providing services within the scope of the universal service for 2014, as provided for in art. 5, paragraphs (1) and (5) of the ANCOM President's Decision no. 541/2013, namely:

- the financial resources resulted from the contributions of the postal providers authorized according to the general authorization procedure for the provision of services within the scope of universal service or of services which can be deemed substitutable to these services as provided for in art. 15 paragraph (1) letter a);
- the financial resources resulted from the contributions of the users of postal services, by means of a tax applied to the postal services that they use as provided for in art. 15 paragraph (1) letter b);
- the financial resources referred to in art. 15, paragraph (1) letters a) and b).

For each compensation mean described above, the provider shall elaborate a detailed analysis of advantages and disadvantages resulting from their implementation, particularly as regards the impact on postal services users and suppliers, difficulty of implementation and other elements the provider deems relevant.

Within the analysis of financing the universal service fund using contributions of the postal services providers, the provider shall assess also the elements provided for in art. 16 paragraph (2) of AMCOM President's Decision no. 541/2013 referring to substitutability of other postal services with services within the scope of universal service.

Within the analysis of financing the universal service fund using contributions from end users, the provider shall assess, based on relevant financial information, the amount of tax to be applied on postal services, the categories of services on which the tax will be applied, and also the impact of the tax on users and payment terms (demand changes, etc.).

Deliverable: Report on the amount to be collected using the financing mechanism shared between postal services providers and/or users. The report shall contain at least the following:

- analysis of advantages and disadvantages that could result from the implementation of a mechanism for universal service net cost compensation using financial resources resulting from the contributions of the postal providers authorized according to the general authorization procedure for the provision of services within the scope of universal service or services that can be deemed substitutable to these services, respectively using financial resources resulting from the contributions of the postal services users, by means of a tax applicable on postal services they use;
- assessment of the minimum, respectively maximum amount that could be collected from financial resources resulting from the contributions of the postal services providers authorized according to the general authorization procedure for the provision of services within the scope of universal service or services that can be deemed substitutable to these services;
- assessment of the minimum, respectively maximum amount that could be collected from financial resources resulting from the contributions of the postal services users, by means of a tax applicable on postal services they use;
- assessment of the minimum, respectively maximum amount that could be collected combining the two financing sources.

Maximum delivery term: September 9th, 2015.

Irrespective of the date the contract becomes effective, the deliverable corresponding to this activity will be paid for by the Buyer only if it meets all the terms of reference requirements and is accepted before September 9th, 2015.

If the contract becomes effective after August 25th, 2015, the Provider has no obligation to perform the activity corresponding to this point and the Buyer shall not pay for the corresponding activity. If, under the circumstances mentioned above, the Provider performs the activity corresponding to this point and delivers the corresponding deliverable, the Buyer shall pay for the deliverable within the contractual frame,

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only if the deliverable meets the terms of reference requirements and is accepted before September 9th, 2015 as mentioned above.

2) Identification of access points that are incurring losses but are kept in operation due to commercial purposes.

In order to evaluate the net cost of the provision of the services within the scope of universal service, it is necessary to verify that the number of access points necessary for fulfilling the universal service obligations is not overestimated by CNPR. The provider shall rigorously verify the list of non-profitable postal units, areas and users which CNPR would not serve in the absence of the universal service obligations, taking into account the efficiency of costs (e.g., the losses caused by the inefficiency of operating in a crowded area or the excessive values of certain categories of costs shall not be considered costs incurred with the universal service).

The provider shall verify the list of postal units and/or alternative means for providing services within the scope of universal service in the areas and units which CNPR would not serve / would serve at a lower degree in the absence of the universal service obligations from the standpoint of economic and operational viability. The provider shall verify if the operational effect that would result from the allocation of the areas served by "commercial" postal units (that are not maintained as part of the universal service obligation) to the closest postal unit, respectively the increase in the distance allocated to the postmen, results in an increase of the wages above the economies determined by the restructuring of the postal unit served by personnel. The provider shall analyze whether the operational effect is caused by the internal organization of CNPR activity (collective agreement/ internal rules) or the existence of legal regulations.

Thus, the Provider shall perform, within this verification process, activities such as:

- Identify, within the list of postal units that CNPR would not serve in the absence of universal service obligation, of sensitivity elements necessary for categorizing "commercial" and "resulting from the universal service obligation" units (for example served area, fixed costs allocation, etc.);
- Analyze the impact of individual cost elements corresponding to "commercial" postal subunits (for example salary expenses, fuel expenses, etc.) on net cost calculation;
- Identify and analyze operational constraints implemented by CNPR and validate or invalidate these elements based on efficiency criteria.

As well, the provider shall also consider the list of localities characterized by exceptional geographic conditions for which CNPR requested to be exempted from the obligation to ensure, in every locality throughout Romania, at least one clearance from each access point and at least one delivery to each indicated address, every working day, but no less than 5 days a week. Since the exemption does not however refer to the working hours, there are many cases where the working hours are of 2, 3 or 4 hours a day, in the cases where the postal traffic does not justify a daily 8 working hours. The provider shall analyze, for the access points served by personnel with a daily 8 working hours (Monday to Friday), if these working hours are due to commercial reasons or if they derive from the obligations imposed on CNPR as a universal service provider.

The provider shall assess whether the list of access points and their characteristics valid at year end-2014 correspond to the necessary of postal units CNPR would operate in order to fulfil the universal service obligations and whether it is not overestimated.

The information on the inefficiency of operation, the working hours for the access points served by personnel, the frequency of deliveries etc. identified by the Provider will be used in the stage of the assessment of the base case scenario elaborated by CNPR.

Deliverable: At the end of this activity the provider shall prepare a **report on the access points** that are incurring losses but are kept in operation due to commercial purposes. The report shall comprise at least:

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- a list of the access points served by personnel that are incurring losses, but that are kept in operation due to commercial reasons;
- the provider's findings on the possible operational inefficiencies (including the operational effect that would result from the allocation of the areas served by "commercial" postal units (that are not maintained as part of the universal service obligation) to the closest postal unit, respectively the increase in the distance allocated to the postmen, results in an increase of the wages above the economies determined by the restructuring of the postal unit served by personnel), the working hours of the access points served by personnel, the frequency of deliveries etc.

In view of this report, ANCOM will submit to the provider the list of access points (served and unserved by personnel) resulting from legal obligations and the public working hours for each of these existing access points served by personnel, the list of localities characterized by exceptional geographic conditions, the number of postal boxes installed in each locality. The provider may request additional information in view of the analysis.

Maximum delivery term:

The deliverable must be submitted to the buyer within maximum **30 calendar days** from the date on which ANCOM transmits to the provider the request for the net cost compensation, together with the report on the costs, revenues and capital employed for the provision of services within the scope of universal service submitted by CNPR.

3) Assessment of the base case scenario and of the commercial scenario in view of determining the value of the net cost of universal service, as well as estimation of the intangible benefits

3.1) Assessment of the base case scenario elaborated by CNPR

According to the methodology regarding the net cost calculation of the universal service provision, CNPR has the obligation to elaborate a base case scenario which "reflects the conditions of operation and the costs incurred in the case where the services within the scope of universal service are provided pursuant to a legal obligation."

The provider shall verify if the information in the base case scenario is based on the audited separate financial statements for 2014.

In this context, the provider shall verify if the base case scenario includes the parameters of the universal service obligation and the elements determined by the operational constraints of CNPR which derive from other obligations imposed on it (e.g. the distribution of pensions) or which CNPR undertook in relation to the services outside the scope of universal service (e.g. 6 days a week working program). In view of isolating the influences on the costs incurred due to aspects which are not caused by the universal service obligations, the provider shall make an analysis of these elements based on the parameters used by CNPR to justify the preparation of the tables under the Annex to the ANCOM President's Decision no. 1158/2013 and shall determine if there is a reasonable correspondence between the justifying data and the non-profitable postal units identified by CNPR. Also, the Provider shall establish if these postal units are included in this category exclusively as a result of the universal service obligations.

Following this analysis, the Provider shall propose either to adjust the base case scenario, in the sense of removing the costs which are not caused by the universal service, or to identify these elements and make a correspondence with the commercial scenario, so that these would not influence the value of the net cost.

Furthermore, the Provider shall pursue the way in which the expenses were allocated to cost centres, namely shall identify the correspondence with the elements used in the commercial scenario, in order to make sure that the same hypotheses are used in both scenarios and are quantified based upon the same allocation principles and methods.

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The Provider shall pursue the level of operational and cost efficiency in correlation with the commercial scenario and shall propose adjustments, if such is the case, to include a realistic level of efficiency. In this sense, the Provider shall evaluate both the adjustments to the base case scenario as opposed to the commercial scenario (if such is the case) and the efficiency adjustments to the commercial scenario as opposed to an optimum level determined based upon a benchmark with other operators and/or upon the evaluation of the operational activity and of the costs incurred by CNPR.

As part of the evaluation of the efficiency level, in the case where CNPR presents total levels of the general and administrative costs (as opposed to the presentation of costs on distinct categories so as to identify the expenses caused by the universal service and the additional efficiency adjustments taken into consideration by CNPR in the commercial scenario), the Provider shall determine their level of adjustment in order to reflect realistic values both in the base case scenario and in the commercial scenario.

In the process of efficiency evaluation, the Provider will not take into consideration the radical amendment of the efficiency standard incurred by CNPR at the time of the evaluation (for instance the Provider will not take into account the possibility of using an automatic sorting centre or the possibility of selling buildings).

Deliverable: At the end of this activity the Provider shall prepare an **assessment report on the base case scenario elaborated by CNPR**, including on its adjustments and hypotheses taken into consideration by CNPR and by the independent auditor in the Report of factual findings which is to be sent by CNPR together with the request for the net cost compensation.

3.2) Elaboration of the report on the assessment of the commercial scenario proposed by CNPR, as well as of the additional assumptions proposed by the Provider in order to set the optimum commercial scenario

In accordance with the provisions of the Annex to the ANCOM President's Decision no. 1158/2013, the net cost of the universal service obligations is calculated as the difference between the net cost with the universal service obligations (Base case scenario) and the net cost of CNPR without the universal service obligations (Commercial scenario).

Given that the commercial scenario is based on a series of hypotheses, ANCOM anticipates the possibility that CNPR provides several versions of the same hypotheses and grounded justifications for the selection of the suitable ones.

The Provider shall make a detailed assessment of the commercial scenario proposed by CNPR in the request for the compensation of the net cost in view of its validation by ANCOM and of all the hypotheses underpinning its elaboration. To this end the Provider shall focus on at least the following elements:

- the operational and commercial credibility and viability of each hypothesis. The provider shall assess the coherence between the commercial hypotheses used, the specific national market conditions and the business strategy of CNPR;
- the applicability of each hypothesis. The provider shall analyse and assess the extent to which all the changes/effects caused by a certain hypothesis used in the commercial scenario regarding the demand and the users are captured, as well as their realism and coherence. The Provider shall propose and use, based on studies, its experience and other relevant and justified information, possible completions to/changes of the hypotheses and their effects;
- the optimisation of the postal network. The Provider shall assess, in terms of reasonableness and practical applicability, the hypotheses used in the commercial scenario on the changes in the postal network, the structure and the operational flows. The Provider shall propose and use, based on relevant and justified information, possible completions to/changes of the hypotheses used in this context so that the postal network, the structure and the operational flows applicable to the commercial scenario could be realistic and coherent both from the technical/operational and from the economic efficiency point of view;

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- the financial implications. The Provider shall estimate the impact of each analysed hypothesis on the commercial scenario by comparison against the base case scenario. The Provider shall analyse the effects on the costs, revenues and profitability incurred by CNPR as a result of the hypotheses used and of the effects of these hypotheses on the demand, competition, postal network, structure, operational flows etc. The Provider shall verify the reasonableness of the estimates made to this end by CNPR and shall propose possible grounded completions /corrections to the entry data and financial data estimated by CNPR in the commercial scenario. The Provider shall analyse the profitability of each analysed commercial scenario for comparison against the base case scenario;

- the quality parameters. Considering the quality objectives imposed on CNPR by the ANCOM President's Decision no. 1158/2013, the Provider shall assess the extent to which these influence the parameters taken into consideration for preparing the commercial scenario and, implicitly, the corresponding financial data. To this end, measurement of transit time for end-to-end services, of the audit programs for transit time for end-to-end services real flow and of the quality measurements made by independent auditors can be used, or the Provider can use its own studies. If it is assessed that CNPR did not meet the quality conditions imposed and that there are adjusted elements in the commercial scenario as opposed to the base scenario, the Provider will verify whether it is necessary to adjust the commercial scenario so as to reflect the costs triggered by the provision of services within the scope of universal service under real quality conditions and not under the conditions imposed by ANCOM;

- any other elements which the Provider deems relevant in view of identifying an optimum commercial scenario in terms of justifying elements used as hypotheses.

The Provider shall evaluate and verify all the information provided by CNPR for the net cost calculation required under the *ANNEX* to the *ANCOM President's Decision no. 1158/2013* on the *Calculation of the net cost of the universal service provision* and, if deemed necessary, it shall require other information that would allow an as thorough as possible analysis of the net cost in any of the evaluated commercial scenarios. Also, the Provider shall evaluate the way in which the mentioned data were used in the calculation of the net cost and it shall propose possible completions/corrections to the calculation. Should the level of detail of the information in the commercial scenario proposed by CNPR be insufficient to make an objective evaluation of the net cost, e.g. CNPR does not offer information on postal offices or on the delivery areas, respectively routes etc., the Provider shall ensure based on complementary information either the completion of the commercial scenario proposed by CNPR, or the elaboration of another scenario which incorporates all this information at a high level of granularity.

In case the provider ascertains that CNPR had not taken into account in the alternative scenario certain assumptions that are relevant to the net cost calculation, it shall recommend the adjustment of the version submitted by CNPR by including the additional assumptions, accompanied by the justification of the necessity of their inclusion.

The Provider shall analyze the information which justify all the hypotheses used in the elaboration of each commercial scenario (market studies, operational data, financial data, international benchmarks etc.) and it shall propose, if deemed necessary, the use of some new and/or improved sources of qualitative and quantitative data, while justifying these proposals.

The Provider shall ensure that the operated/validated efficiency adjustments in the base case scenario will be appropriately applied in the commercial scenario.

Deliverable: Report on the assessment of the commercial scenario proposed by CNPR, of the additional assumptions proposed by the provider in order to set the optimum commercial scenario. The report will comprise at least:

- The provider's observations following the detailed assessment of the alternative scenario that CNPR proposed to ANCOM for validation within the net cost compensation, also observations on all assumptions used for the elaboration of the alternative scenario;
- Any adjustments on CNPR calculations, justification of the need for adjustments, description of adjustments and documentation of source data used in calculation;

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- Any additional assumptions to the ones proposed by CNPR in the alternative scenario, justification of the need for adjustments, description and documentation of source data used in calculation;
- Establishing the optimal alternative scenario.

3.3) Estimation of the intangible benefits (enumeration of the types of benefits, analysis of each category and quantification of the benefits, where applicable)

According to the Annex to the ANCOM President's Decision no. 1158/2013, CNPR must identify and quantify the intangible benefits that can be accrued as a result of CNPR being designated as universal service provider in 2014.

The Provider shall evaluate whether CNPR identified all the types of intangible benefits that may appear as a result of the designation as a universal service provider, in accordance with the list of intangible benefits identified by the Provider within the offer, as well as whether their value was correctly estimated.

A principle which can be used for identifying the types of intangible benefits is that if the benefit continues to exist in the commercial scenario (without the universal service obligation), then it should not be included in the net cost calculation.

The Provider shall determine if the benefits were included in the net cost calculation as part of the hypotheses used in the elaboration of the scenarios, in which case it will extract the intangible elements from the calculation in order to ensure that these were correctly evaluated, or if these were distinctly identified, in which case it will estimate the correctness of their value.

In the event in which CNPR omitted some types of intangible benefits and/or estimated incorrectly their value, the Provider will make an independent evaluation of the types and values of these elements and will propose the adjustment of the value of the net cost calculated by CNPR.

In the specialty literature and in the regulatory practice there have been identified several categories of intangible benefits. In view of inclusion in the net cost calculation, the Provider shall envisage, without limitation, the following types of benefits:

- Economies of scale (they shall be identified distinctly or within the commercial scenario with the specification of the cost categories which are influenced)
- Marketing effect – can be estimated for instance as compared to the advertising space that would be used if the universal service obligations did not exist
- Ubiquity – considering that the commercial scenario most likely includes hypotheses resulting from the obligations in force and analysis the opportunity of removing some postal units, this benefit should be evaluated regardless of the number of units kept in the commercial scenario
- Trademark, reputation – the quantification of the services won by CNPR as a result of its designation as universal service provider (e.g. clients who pay their utility bills while sending the correspondence)
- Benefits related to the applicable tax regime (e.g. VAT exemption)

Deliverable: This activity will finalize with preparation of the **report on the intangible benefits** accrued by CNPR as a result of being a universal service provider.

Maximum delivery term for the reports corresponding to activities at points 3.1), 3.2) and 3.3) above: 60 calendar days from the date on which ANCOM transmits to the Provider the request for the net cost compensation, together with the report on the costs, revenues and capital employed for the provision of services within the scope of universal service submitted by CNPR.

4) The determination of the extent to which the net cost is an unfair burden for the universal service provider, the evaluation of the means of compensation and the support for the ANCOM decision on the net cost compensation

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4.1) The evaluation of the extent to which the universal service provision is an unfair burden for the universal service provider

The provider shall determine, based on a set of criteria the extent to which the net cost of the universal service provision in 2014 is an unfair burden. Thus, the provider shall analyze the criteria based on relevant information and shall determine whether the provision of universal service in 2014 represents an unfair burden for the universal service provider using at least the following activities:

- Assessment of the return on mean capital employed from the provision of services within the scope of the universal service following legal obligations, in comparison to the level of the weighted average cost of capital determined by ANCOM;
- Impact of net cost on the universal service provider based on the share of net cost in total revenues from universal service;
- Based on the evaluation the provider shall conclude whether the net cost of universal service provision in 2014 constitutes an unfair burden.

Deliverable: Report on the evaluation of the extent to which the net cost resulted from the provision of the universal service in 2014 is an unfair burden for the universal service provider.

Maximum delivery term: 10 calendar days from the date on which ANCOM accepts all the deliverables at points 3.1), 3.2) and 3.3).

4.2) The evaluation of the optimal mean of compensation of the net cost of universal service in 2014

If, following the evaluations on the amount of the character of unfair burden it is determined that there is a need for compensation of the net cost of CNPR, the Provider shall evaluate the optimal means of compensation of the net cost of universal service in 2014 as provided for in art. 15, paragraphs (1) and (5) of the ANCOM President's Decision no. 541/2013, namely:

- the financial resources resulted from the contributions of the postal providers authorized according to the general authorization procedure for the provision of services within the scope of universal service or of services which can be deemed substitutable to these services (art. 15 para. 1 letter a);
- the financial resources resulted from the contributions of the users of postal services, by means of a tax applied to the postal services that they use (art. 15 para. 1 letter b);
- the financial resources referred to in art. 15, para. (1) letters a) and b).
- should the amounts collected via one of the methods provided for in art. 15 para. (1), in the conditions of establishing a reasonable amount of the contributions which does not prejudice the providers' economic viability, be insufficient, the difference between the net cost to be compensated and these amounts shall be covered from public funds according to the provisions of the Government Emergency Ordinance no. 13/2013, approved with amendments and completions by Law no. 187/2013, within the amount communicated by ANCOM to the Public Finance Ministry.

Depending on the results of the analysis of the advantages and disadvantages performed by the provider at point 1) and on any other relevant information from studies the Provider shall recommend to ANCOM the optimal compensation mean appropriate to the Romanian market.

Deliverable: Report on the optimal means of compensation of the net cost of universal service in 2014.

The activity under point 4.2) will be performed by the Provider and the corresponding deliverable will be paid for by the Buyer only if the conclusions of the deliverable 4.1) indicate that the provision of the universal service is an unfair burden for CNPR.

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Maximum delivery term: 15 calendar days from the date on which ANCOM accepts the deliverable at point 4.1). The report will comprise at least:

- assessment of the amount that could be collected from financial resources resulting from the contributions of the postal services providers authorized according to the general authorization procedure for the provision of services within the scope of universal service or services that can be deemed substitutable to these services and/or from financial resources resulting from the contributions of the postal services users, by means of a tax applicable on postal services they use, so as the contribution on each category to be identified;
- assessment of the amount that shall be covered from public funds according to the provisions of the Government Emergency Ordinance no. 13/2013, approved with amendments and completions by Law no. 187/2013, within the amount communicated by ANCOM to the Public Finance Ministry, in case the amounts collected via the above described methods would be insufficient, taking into consideration the establishment of a reasonable amount of the contributions which does not prejudice the providers' economic viability.

BATCH 2: The update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and development of a cost calculation model for the network and services provided by the designated universal service provider

These activities shall be performed by the provider irrespective of whether CNPR submits to ANCOM a request for compensation of the net cost of the universal service and shall be paid by the Buyer after the deliverables corresponding to these activities are accepted, as indicated at points 1, 2.1 and 2.2 respectively.

1) The determination of the weighted average cost of capital

The provider shall apply the methodology for the WACC calculation set by ANCOM's decision number 1159/2013 regarding the provisions to elaborate and audit the separate financial statements by CNPR. Hence, according to the provisions of art. 5, letter e) of the Decision, the WACC value shall be determined using the following formula:

WACC before tax = $K_d \times G + K_e \times (1-G)/(1-t)$, where:

K_e = cost of equity

G = gearing

t = tax rate

K_d = cost of debt

Initially the WACC shall be calculated in nominal terms for the reference currency EUR (as most of the parameters used in the calculation are not available for the RON currency) and subsequently the provider shall apply the long-term inflation rate differential between the two currencies in order to determine the WACC for RON.

The provider shall detail in the technical offer the calculation methods and the data sources that will be used in order to determine each parameter in the calculation formula for WACC, taking into account of the aspects presented therein.

As part of the formula, it shall be determined an optimal gearing level (G parameter), based on the market values of this parameter of a peering group of postal services providers.

The provider shall use, in order to determine the cost of equity, the CAPM method, using the following formula:

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$K_e = R_f + \beta * (R_m - R_f)$, where:

R_f = risk-free rate

β = equity beta

R_m = equity market return

$R_m - R_f$ = equity risk premium

In order to determine the cost of debt (K_d) the provider shall use the following formula:

$K_d = R_f + DM$, where:

R_f = risk-free rate

DM = corporate debt margin

The risk-free rate shall be determined based on an appropriate method that should ensure a high level of accuracy. The provider shall consider as a first option in determining the risk free rate the long-term Romanian government bonds issued in EUR, taking into account the yields over several months, in order to eliminate the short-term fluctuations. In case that the Romanian government are considered illiquid and the yields are distorted due to market imperfections, then it might be more appropriate to calculate the risk-free rate on the basis of a benchmark of EURO AAA-rated government bond and adjust it with a country-risk premium.

In order to ensure a long-term perspective, a bond with a long-term maturity of 10 years or, if this is not available, another long term maturity period, not less than 5 years, shall be considered.

Beta factor value shall be determined based on a peer group of similar companies and the adjustments for asset beta corresponding to the equity will be made based on Harris & Pringle formula.

In order to determine the equity risk premium it shall be used an appropriate method proposed by the provider that shall be justified based on the concrete analysis based on relevant available data. The technical offer shall include the detailed description of the approach that the provider will take into account in order to determine the risk premium.

The corporate debt margin can be determined as the difference between the benchmark yield for bonds with a similar credit rating in EUR and the risk-free rate.

In the technical offer the provider shall present and shall justify the sources of data that will be used in the WACC calculation model and shall make sure that the used data are up-to- date and that it reflects the market condition and situation in which CNPR operates.

Deliverable: At the end of this activity, the provider shall issue a **report regarding the WACC**, accompanied by the **WACC calculation model**.

Maximum delivery term: The Provider may begin the activities corresponding to this deliverable from the date requested by ANCOM irrespective of other activities within the contract, and the deliverable must be submitted to the buyer within maximum **30 calendar days** from the date requested by ANCOM. ANCOM's request for beginning the activities shall be submitted during November 1st, 2015 – December 31st, 2015. If ANCOM does not submit the request until December 31st, 2015, the contract is terminated, without payment of damages or penalties by any of the two parties.

ANCOM is also entitled to submit the request for beginning the activities before November 1st, 2015. Under these circumstances, if the Provider agrees, the delivery term starts from the date of the request's submission. If the Provider does not express its agreement, the delivery term starts from November 1st, 2015.

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2) The identification and the setting of the technical and economic conditions for granting access to the public postal network of CNPR and the development of a cost calculation model for the network and services provided by CNPR

2.1) The identification of the situations in which conditions for access to the public postal network of CNPR should be imposed in order to promote economic efficiency and effective competition on the postal services market and also to maximize users' benefits.

In this regard the provider shall elaborate a study that will establish the circumstances in which transparent, objective and non-discriminatory conditions should be determined and imposed by ANCOM for granting access to the public postal network and infrastructure elements. For the elaboration of the above mentioned study, the provider shall also consider how the imposition of such obligation affects similar obligations (for example the criteria and conditions for setting special tariffs).

Also, the provider shall evaluate and shall establish what data should be provided by the alternative suppliers of postal services in order to substantiate their access requests to the network and services supplied by CNPR.

In order to verify the robustness of the proposals regarding the conditions for imposing access obligation to the public postal network, a public consultation process will run for a 20 days period (Public consultation no. 1). ANCOM anticipates that this public consultation shall emphasize the majority of relevant observations of interested parties. The Provider shall include relevant observations and shall revise, if necessary, the study for the identification of the conditions in which imposing access to the public postal network obligation is necessary.

Deliverables:

2.1.a) Study for the identification of the conditions in which imposing access to the public postal network obligation is necessary – version for public consultation 1;

2.1.b) Revised version of the Study for the identification of the conditions in which imposing access to the public postal network obligation is necessary.

Maximum delivery term: The Provider may begin the activities corresponding to deliverable 2.1.a) at the date of ANCOM's request, irrespective of other activities within the contract and the deliverable must be submitted to the buyer within maximum **100 days** from the date of ANCOM's request.

ANCOM's request for beginning the activities shall be sent during November 1st, 2015 and December 31st, 2015. If ANCOM does not submit the request until December 31st, 2015, the contract is terminated, without payment of damages or penalties by any of the two parties.

ANCOM is also entitled to submit the request for beginning the activities before November 1st, 2015. Under these circumstances, if the Provider agrees, the delivery term starts from the date of the request's submission. If the Provider does not express its agreement, the delivery term starts from November 1st, 2015.

The delivery term for deliverable 2.1.b) is **20 days** from the date ANCOM submits to the Provider all observations received within the public consultation 1. The report shall also include the answer of the Provider to the comments submitted during the public consultation period.

2.2) The elaboration of the technical and economic conditions for granting access to the public postal network, infrastructure elements and services supplied by CNPR

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The provider shall recommend a set of technical and economic conditions that the universal service provider must apply.

2.2.1) In order to set the technical conditions for access to the public postal network, the provider shall recommend a methodology for identifying network points where granting access is feasible, as well as the conditions associated to each access level and also the consequences on CNPR cost level. The provider shall recommend a method for defining access levels that should stimulate access only in terms of economic efficiency, competition and maximization of users' benefits.

The provider shall also elaborate a set of economic conditions for granting access to the public postal network that should contain at least the following elements:

- network and infrastructure elements for which the access to CNPR network can be granted, including a description of the postal network;
- services within the scope of universal service for which the access can be granted, including an analysis of the services currently supplied by CNPR and of the granularity level that is optimal for granting access, supply to end users and setting tariffs;
- a methodology for calculating costs of services and network operated by CNPR that should include:
 - o cost orientation method (for example cost orientation or cost orientation combined with price cap), accounting method (for example fully distributed costs – FDC – or incremental costs method – LRIC), cost base (historic or current costs) to be used for calculating network costs and services within the scope of universal service. To this end rational alternatives will be analyzed and adequate options will be selected for the supply of postal services within the scope of universal service in Romania;
 - o costs that should be taken into account for granting access to the network and infrastructure elements and to services within the scope of universal service;
- evaluation of necessity to modify the structure and/or data within separate financial statements elaborated by CNPR in order to analyze optimal ways for granting access and related costs;
- the provider shall ensure that potential beneficiaries of access to CNPR network can provide competitive services for own customers (a margin squeeze test).

2.2.2) The development of a cost calculation model for the network and infrastructure elements and for the services provided by CNPR

The cost model will consider the following elements:

- the dimensioning of an efficient postal network necessary in order to comply with the universal service obligation; in order to take into account the quality requirements, the provider should analyse the measurement of transit time for end-to-end services, the audit of the transit time for end-to-end services and the quality measurement of the independent auditors. In case it is noticed that CNPR does not comply with the imposed quality requirements, the Provider shall dimension the network according to the real quality parameters, not according to the conditions imposed by ANCOM;
- level of CNPR's postal network maintenance to fulfil universal service obligations (such as national coverage, service quality);
- the calibration of the hypothetically efficient postal network. In order to ensure the accuracy of the cost model it is necessary to calibrate the hypothetically efficient model to CNPR data. In this respect, the Provider shall validate the hypothesis regarding the number of served and unserved by personnel access points, the quality parameters used in the theoretical model, with technical and operational data from CNPR;

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- the clearance activity and clearance methods (at the counter, from postal mailboxes etc.) highlighting operational constraints and proposals for correcting CNPR inefficiencies (if necessary) and how these are reflected in costs;
- the sorting activity, delimitation of sorting degree at each point in the postal flow and impact on the time necessary for processing postal mail and non-postal services and cost related and the correlation with other main CNPR activities;
- the structure of the transport network operated by CNPR for transport and delivery activities, highlighting related cost categories by nature (staff costs, fuel costs etc.), by served geographic area (local, intra-regional, inter-regional postal routes etc.) and other relevant categories;
- the structure of the distribution network highlighting distribution methods (auto or other transportation means), methods to calculate necessary time to deliver postal and non-postal items and necessary frequency for each service and operation and cost homogenous sequences (for example fix route of mailman, regardless of number of items, in comparison with activities necessary for each individual items).

The provider shall determine the boundaries between collection, sorting, transport and distribution activities at each level.

Also, the provider shall determine the level of fixed and variable, direct and indirect costs, for each main activity (collection, sorting, transport and delivery) and will strive to maintain common cost at the lowest level, through direct or indirect allocation of each cost category on cost elements.

The Provider shall evaluate the correctness of the data submitted by CNPR, either by cross verification or by using benchmarks.

The cost model will identify cost drivers at the lowest level of detail for each activity and service provided by CNPR.

The model developed by the provider will be based on economic efficiency principle, identifying CNPR operational constraints and inefficiencies, considering also the realities of the CNPR environment for operating the postal network and supplying the services within the scope of universal service.

The Provider shall ensure that the model's structure allows sensitivity analysis in order to test the model's variability and in order to obtain alternative scenarios and shall perform this sensitivity analysis at least for the postal services demand.

The cost model shall be submitted together with a documentation which shall detail the modelling principles, the model's structure, the data sources and the way these were used in the model, the validation of the input / calculation parameters (through cross verification, benchmark etc.) including professional judgement, with impact on results as well as any necessary information in order to ensure the possibility to understand and evaluate the cost calculation models.

In order to verify the robustness of the technical and economic conditions for access to the public postal network, infrastructure elements and to the services supplied by CNPR, a public consultation process will run for a 30 days period (Public consultation no. 2). ANCOM anticipates that this public consultation shall emphasize the majority of relevant observations of interested parties. The Provider shall include relevant observations and shall revise, if necessary, the study for the identification of the conditions in which imposing access to the public postal network obligation is necessary technical and economic conditions for access to the public postal network, infrastructure elements and to the services supplied by CNPR.

Deliverables:

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

2.2.1.a) Methodology for identifying network points where granting network access is feasible, as well as the technical and economic conditions associated to each access level – version for public consultation;

2.2.1.b) Revised methodology for identifying network points where granting network access is feasible, as well as the technical and economic conditions associated to each access level;

2.2.2.a) Technical-economic cost calculation model for network and infrastructure elements as well as services supplied by CNPR, together with the documentation - version for public consultation;

2.2.2.b) Revised technical-economic cost calculation model for network and infrastructure elements as well as services supplied by CNPR, together with the documentation

Maximum delivery term:

The Provider may begin the activities corresponding to deliverables 2.2.1.a) and 2.2.2.a) at the date of ANCOM's request, irrespective of other activities within the contract, and the deliverables must be submitted to the buyer within maximum **240 days** from the date of the receipt of the deliverable at point 1). The stipulations for deliverable at point 1) regarding the date for beginning the activities apply accordingly.

For deliverables 2.2.1.b) and 2.2.2.b) the delivery term is **30 days** from the date ANCOM submits to the Provider all observations received within the public consultation.

Reports elaboration:

The Provider shall submit all the reports to ANCOM, for approval, in editable electronic and physical form.

The reports shall comprise:

- a detailed description of the principles and hypotheses used, with the justification of the qualitative assessments and options used;
- the substantiation of the entry data used in the calculations directly made by the provider in the provided calculations.

IV. Specific requirements for the elaboration of the technical offer:

The Technical Offer shall include, besides mandatory qualification elements, the following specific aspects:

BATCH 1

1) A description of the way in which the process of identification of the access points maintained in 2014 for commercial reasons, but which are loss making.

2) As for the intangible benefits, the technical offer shall include at least the benefits enumerated at point 3.3) batch 1 above and a description of at least one type of intangible benefits selected from the ones enumerated at point 3.3) batch 1 that shall be assessed in order to be included in the universal service net cost calculation. If the tenderer proposes the evaluation of intangible benefits additional to the ones enumerated under point 3.3) batch 1, each type of additional benefit needs to be described, together with the methods of evaluation/quantification of each type of additional intangible benefits proposed to be considered in the estimation of the net cost. The additional intangible benefits represent evaluation factors within the criterion called the most advantageous economic offer and will be

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appropriately scored if these additional benefits are described and accompanied by the above-indicated methods in the Technical Proposal.

The number of intangible benefits additionally proposed must be stated by tenderers in **a separate document** as illustrated in **Annex 1 to the Terms of reference**. The number of intangible benefits stated in this document will be read at the tender opening session and will be mentioned in the minutes of the tender opening session.

3) A statement on own responsibility as illustrated in **Annex 11A from section 4 Statements** whereby the tenderer guarantees that it is not in a conflict of interests, and binds to prevent the occurrence of such a situation and to inform at once the Buyer on any situation which generates or might generate such a conflict.

A conflict of interests represents any situation which influences the tenderer's capacity to provide an objective and impartial professional opinion or prevents at any moment the tenderer from granting priority to the interests of ANCOM, related to possible future contracts or to conflicts entailing other commitments, past or present, of the tenderer.

BATCH 2

1) Regarding the calibration of the cost model, the technical offer shall include the proposal to calibrate the hypothetical efficient model with CNPR data according to the requirement at point 2.2.2) batch 2 above, meaning the validation of the hypothesis regarding the number of served and unserved by personnel access points, quality parameters used in the theoretical model, with the technical and operational data from CNPR. If the provider proposes the calibration of the cost model using an additional number of calibration criteria to those minimal mentioned above, it is necessary that it describes each additional calibration criteria, the calibration process approach, the data sources and also to state the role of each criteria in the calibration process.

The additional calibration criteria represent evaluation factors within the criterion called the most advantageous economic offer and will be appropriately scored if these additional benefits are described in detail and accompanied by the above-indicated methods in the Technical Proposal.

The number of additional calibration criteria must be stated by tenderers in **a separate document** as illustrated in **Annex 1 to the Terms of reference**. The number of the calibration criteria stated in this document will be read at the tender opening session and will be mentioned in the minutes of the tender opening session.

2) Regarding the sensitivity analysis of the cost model, the technical offer shall include the way this analysis would be undertaken in case of the parameter required at point 2.2.2) batch 2 above, the postal service demand. If the provider proposes a sensitivity analysis for an additional number of parameters to the ones mentioned at point 2.2.2) batch 2 it is necessary that it describes each additional parameter and the proposed approach. The additional parameters represent evaluation factors within the criterion called the most advantageous economic offer and will be appropriately scored if these additional benefits are described in detail and accompanied by the above-indicated methods in the Technical Proposal.

The number of additional parameters must be stated by tenderers in **a separate document** as illustrated in **Annex 1 to the Terms of reference**. The number of intangible benefits stated in this document will be read at the tender opening session and will be mentioned in the minutes of the tender opening session.

3) A statement on own responsibility as illustrated in **Annex 11B from section 4 Statements** whereby the tenderer guarantees that it is not in a conflict of interests, and binds to prevent the occurrence of such a situation and to inform at once the Buyer on any situation which generates or might generate such a conflict.

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A conflict of interests represents any situation which influences the tenderer's capacity to provide an objective and impartial professional opinion or prevents at any moment the tenderer from granting priority to the interests of ANCOM, related to possible future contracts or to conflicts entailing other commitments, past or present, of the tenderer.

V. OTHER MANDATORY REQUIREMENTS

The Provider shall closely work with the ANCOM staff during the performance of all the activities under the project. The Provider shall offer to the ANCOM representatives all the explanations and documentations necessary for understanding the process of evaluation and elaboration of deliverables, in order to ensure the possibility of their use and adjustment in the future.

The Provider commits to maintain the confidentiality of the data obtained from *CNPR* and ANCOM for the project roll-out.

The Provider shall be available to participate to working meetings at ANCOM headquarter, also to teleconferences, whenever necessary during contract roll-out. ANCOM estimates minimum one working meeting for each deliverable.

The property rights over the deliverables resulting from the provision of the services covered by these Terms of Reference are transferred from the provider to ANCOM upon signing without objections the reception minutes for each deliverable.

The deliverables shall be submitted in written form, in English language or Romanian language, to the ANCOM headquarters in Bucharest, 2 Delea Nouă Street, Sector 3, as well as on editable electronic support.

The Provider must ensure the compliance with the maximum delivery terms as stipulated in the current terms of reference for each deliverable/activity.

The estimated term for the provision of all activities within the contract is 14 months, 6 (six) months from the date on which the supply contract becomes effective in case of BATCH 1 and 12 (twelve) months from the date when the supply of the services begins for BATCH 2.

ANCOM will communicate to the provider the compensation request and accompanying documents submitted by *CNPR* within 3 calendar days from their reception.

The term set for the provision of services pursuant to the provisions of these Terms of Reference does not include the period of analysis of the deliverables by ANCOM in view of their reception. The analysis period for each deliverable may not exceed 10 (ten) working days.

ANCOM will provide all available information, relevant for the execution of the supply contract, within 10 (ten) working days from its request by the Provider (in order to observe the maximum term for the provision of services mentioned above, the Provider must take into account the periods set for the provision of information by ANCOM). ANCOM will make all efforts to collect, with the celerity imposed by the project's timeframe, information which is not available within ANCOM, relevant for the contract execution, from *CNPR*. In order to minimise the terms needed for obtaining and sending the mentioned relevant information, the provider will present within the technical offer a list of the relevant data and information deemed necessary for the execution of the services contract. If during the project the provider considers that other information and data could be useful, these shall be provided/requested subsequently. In the event ANCOM exceeds the 10 (ten) working days term for the provision of information, the exceeding period will not be included in the term for the provision of services.

The technical offer shall include the provider's commitment to assume responsibility for the provided services. In this respect, the provider must undertake that it shall answer any written request from ANCOM, in order to clarify or support all elements indicated in the deliverables presented in these Terms of Reference, for a period of at least 6 (six) months after the signing of the reception minute for the last deliverable. The deadline for answering such requests will not exceed 10 (ten) working days from ANCOM's request.

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For Batch 1 no partial payments are accepted. One payments shall be made, after provision of all services corresponding to this batch. The tenderer shall detail the financial offer on deliverables: 1, 2, 3.1, 3.2, 3.3, 4.1 and 4.2. The deliverables corresponding to points 1 and 4.2 of this batch shall be paid only if they are provided (considering the specific conditions corresponding to batch 1 mentioned above).

For Batch 2 partial payments are accepted. The tenderer shall detail the financial offer on activities mentioned at points 1, 2.1 and 2.2.

The tenderers should take into account the fact that the buyer will pay the value of each activity that is mentioned in the detailed financial proposal, but not more than 11% of the total price of the offer for the services corresponding to the activities provided for at point 1, Batch 2 of the terms of reference and not more than 10% of the total price of the offer for the services corresponding to the activities provided for at point 2.1, Batch 2 of the terms of reference. After signing of the last reception minute indicating the provision of all services within the contract for Batch 2, the Buyer shall pay the remaining amount.

In case the contract is terminated due to the Provider's fault, prior to reception of all deliverables within the contract for Batch 2, **The Buyer** shall not pay the difference between prices in the financial offer – Annex no. 3 for services corresponding to activities accepted by the Buyer and the amount corresponding to percentages indicated above for the corresponding activities, if such a difference exists.

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VI. AWARDING CRITERION

BATCH 1

VI.1. The criterion applied for awarding the supply contract: **"the most advantageous economic offer"**, mentioned in art. 198 para. (1) letter a) of the Government Emergency Ordinance no. 34/2006.

VI.2. The winning offer is the offer which receives the highest score resulted from the application of the evaluation criteria system established below.

No.	Evaluation criteria	Maximum score
1.	Offer price (in Euros, without VAT)	65
2.	Description of the intangible benefits proposed in addition to the minimum mandatory ones, including the methods of evaluation / quantification of each type of intangible benefits which could be considered in the net cost estimation	35
TOTAL		100

1. The score for the evaluation criterion **"offer price"** is granted as follows:

a) for the lowest price offer, the maximum score allocated for the respective evaluation criterion is granted;

b) for other price than the one under letter a), the score is granted as follows:

$$P_n = (\text{price}_{\text{minimum}} / \text{price}_n) \times \text{score}_{\text{maximum}}$$

Note: The prices which are compared in view of granting the score are the prices tendered in Euro, without VAT, for the provision of the services according to Section 2 – Terms of Reference.

2. The score for the evaluation criterion **"Description of the intangible benefits proposed in addition to the minimum mandatory ones, including the methods of evaluation / quantification of each type of intangible benefits which could be considered in the net cost estimation"** is granted as follows: for each intangible benefit presented in addition to the minimum mandatory ones requested in Section 2 – Terms of Reference, described and accompanied by the evaluation/quantification methods, 7 points up to maximum 35 points.

VI.3. The ranking based on which the winning offer is established will be made from the highest total score to the lowest total score obtained by each offer.

VI.4. If, following the enforcement of the aforementioned calculation algorithm, the resulted score of all offers (placed first) is the same, the contracting authority will award the contract to the tenderer whose Financial Proposal features the lowest price.

VI.5. If, following the enforcement of the aforementioned calculation algorithm, the resulted score of all offers (placed first) is the same, and the tendered prices are also the same, the contracting authority will require the tenderers concerned to submit a new Financial proposal in a closed envelope, a case in which the contract will be awarded to the tenderer whose Financial Proposal features the lowest price.

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BATCH 2

VI.1. The criterion applied for awarding the supply contract: **"the most advantageous economic offer"**, mentioned in art. 198 para. (1) letter a) of the Government Emergency Ordinance no. 34/2006.

VI.2. The winning offer is the offer which receives the highest score resulted from the application of the evaluation criteria system established below.

No.	Evaluation criteria	Maximum score
1.	Offer price (in Euros, without VAT)	65
3.	The identification of an additional number of criteria for the calibration of the hypothetically efficient cost model to the ones required in the terms of reference	20
4.	The analysis of the sensitivity of the cost model to an additional number of parameters to the ones required in the terms of reference	15
TOTAL		100

1. The score for the evaluation criterion **"offer price"** is granted as follows:

a) for the lowest price offer, the maximum score allocated for the respective evaluation criterion is granted;

b) for other price than the one under letter a), the score is granted as follows:

$$P_n = (\text{price}_{\text{minimum}} / \text{price}_n) \times \text{score}_{\text{maximum}}$$

Note: The prices which are compared in view of granting the score are the prices tendered in Euro, without VAT, for the provision of the services according to Section 2 – Terms of Reference.

2. The score for evaluation criterion **"The identification of an additional number of criteria for the calibration of the hypothetically efficient cost model to the ones required in the terms of reference"** is granted as follows: for each additional calibration criteria, described in detail and accompanied by the sources of data, with the description of the calibration process approach and indicating the role of each criteria in the calibration process, as compared to the minimum mandatory ones requested in Section 2 – Terms of Reference, 4 points up to maximum 20 points.

3. The score for the evaluation criterion **"The analysis of the sensitivity of the cost model to an additional number of parameters to the ones required in the terms of reference"** is granted as follows: for each additional parameter, described in detail together with the proposed approach, as compared to the minimum mandatory ones requested in Section 2 – Terms of Reference, 5 points up to maximum 15 points.

VI.3. The ranking based on which the winning offer is established will be made from the highest total score to the lowest total score obtained by each offer.

VI.4. If, following the enforcement of the aforementioned calculation algorithm, the resulted

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score of all offers (placed first) is the same, the contracting authority will award the contract to the tenderer whose Financial Proposal features the lowest price.

VI.5. If, following the enforcement of the aforementioned calculation algorithm, the resulted score of all offers (placed first) is the same, and the tendered prices are also the same, the contracting authority will require the tenderers concerned to submit a new Financial proposal in a closed envelope, a case in which the contract will be awarded to the tenderer whose Financial Proposal features the lowest price.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex 1 to the Terms of reference

Evaluation criteria in the technical proposal

BATCH 1

No.	Evaluation criteria in the technical proposal	Submission by tenderer
1.	Description of intangible benefits proposed in addition to the minimum mandatory ones, alongside the methods of evaluation/quantification of each type of intangible benefits which could be considered in the net cost estimation.	Number of additional intangible benefits

BATCH 2

No.	Evaluation criteria in the technical proposal	Submission by tenderer
1.	The identification of an additional number of criteria for the calibration of the hypothetically efficient cost model to the ones required in the terms of reference	Number of additional calibration criteria
2.	The analysis of the sensitivity of the cost model to an additional number of parameters to the ones required in the terms of reference	Number of additional parameters

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SECTION 3: MANDATORY CONTRACTUAL PROVISIONS – for Batch 1

The following are deemed mandatory contractual provisions for Batch 1:

- The **contract price** shall be total price tendered, in EUR, which includes all the costs directly and indirectly incurred by the Provider in relation to Contract conclusion and execution; it shall remain unchanged and cannot be amended throughout the Contract duration.
- The price to be actually paid by the Buyer shall be determined based on the deliverables that the Provider has actually performed and submitted to the Buyer under the terms stipulated in the Terms of Reference and in the Technical Proposal.
- The invoice shall be submitted to the Buyer's headquarters in Bucharest, 2 Delea Noua Street, Sector 3.
- Payment for services shall be made in RON, by payment order, to the Provider's treasury account, at the exchange rate communicated by BNR and valid for the day the invoice has been issued (*if the Provider is a Romanian resident*).

Where the Provider is not a Romanian resident, the payment shall be performed by foreign currency payment order, in EUR. If case requires, the amounts representing taxes and dues owed according to the fiscal legislation in force in Romania shall be withheld. The tax share enforced shall be the one regulated by the fiscal legislation in force in Romania.

- Prepayments or partial payments are not allowed for the deliverables stipulated in Batch 1.
- Where an invoice has been received before or on the date of reception of the last deliverable, the payment shall be performed within maximum 30 days from the date of signing without objections the final reception minute for the corresponding deliverable, and in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month.
- Where an invoice has been received after the date of signing without objections the final reception minute for the final deliverable corresponding to Batch 1, the Buyer has the right to perform the payment within maximum 30 days from the date of receiving the invoice, and in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month.
- Payment is deemed made on the date the Buyer's account is debited.
- At the moment of signing without objections the final reception minute for each deliverable, automatically and without fulfilling any other prior formality, the property right, including all the copyright patrimony rights, on all deliverables of the services provided within the Contract are exclusively transferred to the Buyer. The Buyer shall have the exclusive and unlimited right to use, distribute and/or multiply and/or disseminate the deliverables and the information within the deliverables as it considers proper, according to its needs. For the avoidance of doubt, the parties agree that the transfer of copyright patrimony rights has an exclusive character, is not territorially limited, shall be valid for an unlimited and undetermined period, and is final and integral. The total Contract price includes the price of this transfer.
- The Buyer shall acknowledge that the services provided are in line with the specifications provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present Contract and that the deliverables have been elaborated in compliance with the conditions provided in these documents, upon its authorised representatives' signing without any objections the reception minutes for the deliverables.
- The Provider declares and guarantees that it holds full competence with respect to signing this Contract and to fulfil the obligations pursuant to this Contract, in view of the assumed obligations specificity, in accordance with the legal provisions in the field and in compliance with the conditions provided in the Terms of Reference and in the Technical Proposal.

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- The services for activities corresponding to Batch 1 in the Terms of Reference – Annex 1 will be performed by the Provider only to the extent that CNPR requests the compensation of the net cost of the universal service provision.
- The services corresponding to the activity under point 1 Batch 1 in the Terms of Reference – Annex 1 will be performed by the Provider only to the extent that the Contract enters into force by 25.08.2015.
- Irrespective of the date of entry into force of the Contract, the services corresponding to the activity under point 1 Batch 1 in the Terms of Reference – Annex 1 will be paid by the Buyer only to the extent that the Buyer has received the respective deliverable by 09.09.2015.
- The services for activity under point 4.2 Batch 1 in the Terms of Reference – Annex 1 will be provided by the Provider only to the extent that the conclusions of the deliverable under point 4.1. reveal that the universal service provision represents an unfair burden for CNPR.
- The service supply deadlines are deemed met to the extent that the reception minutes for the deliverables are signed without objection by the expiry of the corresponding deadlines. With a view to meeting the above-mentioned deadlines, the Provider must also take into consideration the intervals required for the Buyer's providing the necessary information, as stipulated in the Terms of Reference. The service provision deadlines do not include the period necessary for the Buyer to analyse the deliverables, as stipulated in the Terms of Reference.
- The Supplier guarantees that it is not in a conflict of interests and commits to prevent the occurrence of such a situation and to inform the Buyer as soon as a situation generates or may generate such a conflict. In this vein, the Supplier guarantees that - throughout the duration of this contract - it has not supplied, is not supplying and will not supply neither consultancy services regarding the assistance provided to CNPR in conducting the separated financial statements for 2014 or regarding the auditing of the 2014 separate financial statements conducted by CNPR, nor consultancy services regarding the assistance provided in calculating the net cost of CNPR's universal service provision for 2014;
- The amount of the delay penalties is 0.15%, for each delayed day, of the total contract price, without VAT, for the Provider, and respectively from the unpaid amount, without VAT, for the Buyer;
- Upon signing without objections of the final reception minutes for the last deliverable, throughout of at least a 6 (six)-month period from the respective date, the Provider commits to answer, free of charge, any written request from the Buyer, i.e. clarifying or supporting the findings of the deliverables. The answering interval shall not exceed 10 (ten) working days from the Buyer's request.
- All the disputes arising from or related to this Contract, including with reference to its conclusion, enforcement or termination, shall be settled in front of the competent court in Bucharest, Romania.
- At the conclusion of the contract, the **contract model below** shall be considered. If the tenderers have no objections/modification proposals as to the contract model below, they shall submit, **in original**, a statement of acceptance on the contract conditions as per the form in **Annex no.16** of Section 4: Forms. Should there be objections/proposals on the clauses provided in the contract model for batch 1 (other than the mandatory ones above), the Tenderers must specify them in the submitted offers, and these shall be analysed by the tender evaluation commission. Offers containing proposals related to the contractual provisions that are obviously disadvantageous for the contracting authority shall be deemed noncompliant, in accordance with the provisions of art. 36(2) letter b) of the Government Ordinance no. 925/2006.

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SUPPLY CONTRACT MODEL – for Batch 1

Chapter 1. CONTRACTING PARTIES:

Between,

the Buyer

THE NATIONAL AUTHORITY for MANAGEMENT and REGULATION in COMMUNICATIONS (ANCOM), Bucharest, 2 Delea Noua Street, Sector 3, Telephone: +40.372.845.400, Fax: +40.372.845.402, Fiscal identification code: 14751237 (fiscal registration code for VAT purposes RO27855892 for external contracts), Bank account no.: RO03TREZ7005025XXX000274, opened with *Activitatea de Trezorerie și Contabilitate Publică a Mun. București*, duly represented by the President, Mr. Marius Cătălin MARINESCU, on the one hand,

and

the Provider,

on the other hand,

each named "Party" and collectively "Parties", this **Contract** has been concluded.

This **Supply Contract** – hereinafter referred to as the "**Contract**" was concluded in accordance with the legislation in force in Romania in the public acquisition field.

Cap. 2. DEFINITIONS

2.1. Under this **Contract**, the following terms shall be interpreted as follows:

- a) **Contract** – the present legal act, including all its annexes, representing the agreement of will of the 2 (two) parties, concluded between the **Buyer** and the **Provider**;
- b) **Buyer** and **Provider** – the contracting parties, as these are named in the present **Contract**;
- c) **Addendums** to the **Contract** – the legal acts to be attached to the present **Contract** should certain changes, completions or renouncement relating to the **Contract** provisions occur; **the Addendums** are part of the **Contract**;
- d) **Contract** price – the price to be paid by the **Buyer** to the **Provider** on the basis of the **Contract** for the comprehensive and corresponding compliance with all the obligations born through the present **Contract**;
- e) **Services** – consultancy services in view of verifying the report on the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost for the provision of universal service for 2014, and consultancy services regarding the decision on the net cost compensation, respectively the compensation amount and compensation means (CPV code: 71621000-7) – **Batch 1**, in accordance with the Terms of Reference - Annex no. 1, the Technical Proposal - Annex no. 2 and the Financial Proposal - Annex no. 3 to the present Contract;
- f) **Deliverables** – the reports elaborated by the **Provider** following the completion of the consultancy services for the activities provided in the Terms of Reference – Annex no.1, for Batch 1, which the **Provider** must submit to the **Buyer**, in accordance with the provisions of the Terms of Reference – Annex 1 and the Technical proposals – Annex 2;

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

g) **Final reception minute** – the quantitative and qualitative reception document which acknowledges the provision by the **Provider** and submission to the **Buyer** of the **Deliverables**, under the conditions specified in the Terms of Reference - Annex no. 1 – for Batch 1 - and in the Technical Proposal - Annex no. 2 to the present **Contract**. One reception minutes shall be signed for each deliverable.

h) **Standards** – the standards, technical and/or financial and/or legal regulations or other such requirements provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present **Contract**, which, under any circumstances, shall comply at least with the standards or other authorised legal regulations;

i) **Conflict of interests** - *any situation that influences the **Provider's** capacity to provide an objective and impartial professional opinion or prevents at any moment the **Provider** from granting priority to the interests of the **Buyer**, related to possible future contracts or to conflicts entailing other past or present commitments of the **Provider**.*

j) **Force majeure** – all the events and/or the external circumstances, beyond the will of the parties, unpredictable and unavoidable, and which, intervening after the conclusion of the **Contract**, totally or partially prevent or delay the fulfilment of the obligations born through this **Contract**. An event similar to the ones mentioned above, which, without rendering execution impossible makes it extremely onerous to one of the parties, shall not be considered force majeure;

k) **Day** – calendar day, if there is no other specification in the **Contract**;

l) **Year** – 365 days, or 366 days - for leap years;

m) **CNPR** - Compania Națională Poșta Română, universal service provider in the postal services field.

2.2. Within the present **Contract**, except for a contrary provision, the wordings in singular shall include the plural form and vice versa, where the context allows it.

Chapter 3. OBJECT AND DURATION OF THE CONTRACT

3.1. The **Provider** undertakes to provide the services under point 2.1. letter e) which are subject to the present **Contract**, according to the Terms of Reference - Annex no. 1, the Technical Proposal - Annex no. 2 and the Financial Proposal - Annex no. 3 to this **Contract**, whereas the **Buyer** undertakes to pay the value of these services under the terms of the present **Contract**.

Chapter 4. CONTRACT PRICE

4.1. (1) The total price agreed for fulfilling the contractual obligations, to be paid by the **Buyer** to the **Provider**, is **EUR.....**, to which VAT is added (hereinafter referred to as the "price" or "total price"), established on grounds of the Financial Proposal submitted by the **Provider** – for Batch 1 - Annex no. 3 to the present **Contract**.

Where the Provider is not a Romanian resident, the payment shall be performed by foreign currency payment order, in EUR. If case requires, the amounts representing taxes and dues owed according to the fiscal legislation in force in Romania shall be withheld. The tax share enforced shall be the one regulated by the fiscal legislation in force in Romania.

(2) The price to be actually paid by the **Buyer** shall be determined based on the deliverables actually elaborated by the **Provider** and submitted to the **Buyer** under the terms provided in the Terms of Reference – Annex no. 1 for Batch 1 and in the Technical proposal – Annex no. 2.

(3) Irrespective of the date of entry into force of the **Contract**, the services corresponding to the activity under no. 1 Batch 1 in the Terms of Reference – Annex 1 will be paid by **the Buyer** only to the extent that the **Buyer** has received the respective deliverable by 09.09.2015.

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(4) The services for activity under point 4.2 Batch 1 in the Terms of Reference – Annex 1 will be provided by the **Provider** and paid by **the Buyer** only to the extent that the conclusions of the deliverable under point 4.1. reveal that the universal service provision represents an unfair burden to CNPR.

4.2. The total price agreed for fulfilling the contractual obligations includes all the **Provider's** direct and indirect costs, related to the conclusion and execution of the **Contract**.

4.3. The total price agreed for fulfilling the contractual obligations shall remain unchanged and shall not be modified during the entire **Contract** duration.

4.4. The invoice shall be sent to the **Buyer's** headquarters in Bucharest, 2 Delea Noua, Sector 3, Postal code: 030925.

Chapter 5. PAYMENT MODALITY

5.1. (1) Payment shall be made in RON, by payment order, to the **Provider's** treasury account,, at the RON/EUR exchange rate communicated by BNR and valid for the day the invoice is issued, only upon the Buyer's signing without objections all the final reception minutes for the deliverables, under the conditions provided in the Terms of Reference – Annex no. 1, in the Technical Proposal – Annex no. 2.

(2) Payment shall be made on grounds of the invoices submitted by the **Provider**, received and accepted by the **Buyer**, in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month;

5.2. (1) Where an invoice has been received before or on the date of reception of the last deliverable, the payment shall be performed within maximum 30 days from the date of signing without objection of the reception minute for the respective deliverable and in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month.

(2) If the invoice is received after the date of signing without objections of the final reception minute for the last deliverable supplied by the **Provider** and handed over to the **Buyer**, the **Buyer** has the right to make the payment within maximum 30 days from the date of receiving the invoice and in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month.

5.3. Prepayments or partial payments are not allowed for the deliverables corresponding to the services under this Contract, in the conditions stipulated in the Terms of Reference – Annex no. 1.

5.4. Payment is deemed made on the date the **Buyer's** account is debited.

Chapter 6. ENTRY INTO FORCE

6.1. The present **Contract** shall enter into force from the moment it is signed by both parties.

Chapter 7. STANDARDS

7.1. The services supplied under the **Contract** shall observe the standards, technical and/or financial and/or legal regulations or any other such requirements stipulated in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present **Contract**, which, under any circumstances, shall comply at least with the standards or other authorised legal regulations.

Chapter 8. CONTRACT DOCUMENTS

8.1. The **Contract** documents are:

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

- a) the present document;
- b) the Terms of Reference – Annex no. 1;
- c) the Technical Proposal – Annex no. 2;
- d) the Financial Proposal – Annex no. 3;
- e) the Performance Bond – Annex no. 4;
- f) Addenda, if any.

8.2. Documents under point 8.1 are part of this **Contract**.

8.3. If, during the **Contract**, it is assessed that certain elements of the Technical proposal - Annex no.2 are inferior to the requirements of the Terms of Reference - Annex no.1 to the present **Contract**, the provisions of the Terms of Reference shall prevail.

Chapter 9. CONFIDENTIALITY

9.1. Without the written agreement of the other party, a contracting party does not have the right to:

- a) disclose the **Contract** or any of its provisions to a third party, except for the persons involved in the contract fulfilment;
- b) use the information and documents obtained or to which it has access during the contract duration for other purposes than the ones related to the fulfilment of its contractual obligations.

9.2. Disclosure of any information to the persons involved in fulfilling the **Contract** shall be made in a confidential manner and shall include only the information necessary to fulfil the **Contract**.

9.3. In view of observing the confidentiality obligations, the **Provider** undertakes the following:

- to take all necessary and reasonable measures, within its internal organisation structures, to prevent the disclosure of information or documents to which it has access during the **Contract** duration to other persons than its own personnel authorised to receive these documents or information, as well as to forbid the access of unauthorised persons to these documents or information;
- not to make copies of the information or documents to which it has access during the **Contract** period and not to reproduce them in any way, unless for distributing them to its own personnel in view of fulfilling the contractual obligations;
- to keep record of all received documents or other information, as well as of the persons to whom these were given.

9.4. If the **Provider** is aware of any disclosure or unauthorised use of the information or documents to which it has access during the **Contract** duration, it shall notify at once the **Buyer** in this regard and it shall take due diligence to support the **Buyer**, in order to reduce any present or future damages or losses, resulting from the respective disclosure and/or unauthorised use of information or documents.

9.5. The **Provider** undertakes to compensate the **Buyer** for the entire prejudice produced following the non-compliance or faulty compliance of any of the confidentiality obligations assumed under the **Contract**.

9.6. One contracting party shall be exonerated from liability for disclosing contract-related information if:

- a) the information was known by the contracting party before it was received from the other contracting party;
- b) the information was disclosed upon obtaining the written consent of the other contracting party for such disclosure;
- c) the contracting party was legally obliged to disclose the information.

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Chapter 10. PROPERTY RIGHTS

10.1. The **Provider** guarantees to the **Buyer** that the services provided, the deliverables and/or materials used do not breach in any way the rights of a third party.

10.2. The **Provider** has the obligation to compensate the **Buyer** against any:

a) reclamations, complaints and/or court actions, resulting from the breach of certain intellectual property rights (patents, names, trademarks, copyright etc.), related to the services provided and/or materials used, and

b) due damages, costs, taxes and expenses of any kind.

10.3. In the cases provided at point 10.2, the **Provider** shall have the right to intervene in any process and to establish any defence against such action or claim, and upon the **Buyer's** request, the **Provider**, on its expense, shall intervene and lead any dispute that may occur in relation to the above-mentioned.

10.4. (1) If the ruled decision refers in any way to the case where the right to use the deliverables/materials employed harm the rights of another person, within maximum 30 (thirty) days from the ruling of the respective decision, the **Provider**, on its expense, shall proceed as follows:

(i) either shall obtain the **Buyer's** right to further use the materials and/or deliverables;

(ii) or shall modify or replace the materials and/or deliverables, so as to avoid bringing prejudice in any way to the rights of a third party.

(2) If the **Provider** does not observe the obligations under paragraph (1), the **Buyer** has the right to request delay penalties according to point 13.5 and/or to require the **Contract** rescission according to Chapter 16.

10.5. At the moment of signing without any objections the reception minutes of each deliverable, automatically and without fulfilling any other prior formality, the property right, including any copyright patrimony rights, on all deliverables of the services provided under this **Contract**, are exclusively transferred to the **Buyer**. The **Buyer** shall have the exclusive and unlimited right to use, distribute and/or multiply and/or exploit the deliverables and information within the deliverables, as it deems necessary, according to its needs. For the avoidance of doubt, the parties agree that the transfer of copyright patrimony rights has an exclusive character, is not territorially limited, shall be valid for an unlimited and undetermined period, is final and integral. The total Contract price includes the price of this transfer.

Chapter. 11. PERFORMANCE BOND

11.1. The **Provider** guarantees the quantitative and qualitative performance of the obligations under the **Contract**, by submitting, within maximum 7 (seven) working days from the day both parties sign the **Contract**, a performance bond for an amount up tolei, accounting for 5% of the total **Contract price** provided at Chapter 4., excluding VAT (the RON equivalent of the amount of **EUR**, valid on the date of signing the Contract). The performance bond shall be valid at least until, and the guarantee instrument shall be issued exclusively in favour of the **Buyer**, under a form and with a content identical in substance to the model under Annex no. 4. From the submission date, the letter of guarantee rightfully replaces the model under Annex no. 4.

11.2. In case of failure to observe the obligation under point 11.1., the **Provider** shall owe to the **Buyer** delay penalties of 0.15% from the value of the performance bond, for each day of delay in correspondingly fulfilling the obligation. Such penalties may be claimed and/or deducted and withheld by the **Buyer** from the price payment obligation, without any other prior formality of putting in default.

(2) Where the validity of the performance bond provided under 11.1 is found to be shorter than the whole **Contract** duration, the **Provider** has the obligation to submit an addendum on extending the validity of the a garanției by the corresponding period, within 7(seven) working days from the **Buyer's** request. Otherwise, the penalties provided under paragraph (1) shall be enforced.

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11.3. The **Buyer** has the right to claim the performance bond if the **Provider** fails to fulfil the obligations assumed under the present **Contract**. Prior to claiming the performance bond, the **Buyer** has the obligation to send the **Provider** a notification whereby it assesses the latter's fault, specifying at the same time the obligations which have been breached. If the performance bond does not fully cover the value of the prejudice, the **Buyer** has the right to require the **Provider** the payment of any amount to fully cover the suffered prejudice.

11.4. Within 14 (fourteen) days from signing without objections the final reception minute for the last deliverable, if by that time the **Buyer** has not claimed the performance bond, the parties agree to fully release the performance bond.

Chapter 12. RECEPTION

12.1. The **deliverables** provided in Article 2.1 letter f), representing the outcome of the completion of services, shall be delivered to the **Buyer's** headquarters in Bucharest, 2 Delea Noua Street, Sector 3.

12.2. If the services that are the object of this **Contract** do not correspond to the specifications provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2, the **Buyer** has the right to refuse their reception, and the **Provider** has the obligation to make all necessary changes for the services to be in line with the specifications and standards imposed by the **Buyer**.

12.3. The **Buyer** shall acknowledge that the services provided are in line with the specifications provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present **Contract** and that the deliverables have been elaborated in compliance with the conditions provided in these documents, upon its authorised representatives' signing without any objections the reception minutes provided in Article 2.1 letter g).

Chapter 13. PROVIDER'S MAIN OBLIGATIONS

13.1. The **Provider** declares and guarantees that it holds the full competence to sign the present **Contract** and to execute the obligations incurring from the present **Contract**, in consideration of specificity of the assumed obligations, according to the legal provisions in the field and in compliance with the conditions provided in the Terms of Reference – Annex 1 and in the Technical Proposal – Annex 2 to this **Contract**.

13.2. The person signing the present **Contract** on behalf of the **Provider** is legally mandated therefor.

13.3. (1) The **Provider** will provide the services corresponding to activities stipulated for Batch 1 in the Terms of Reference – Annex 1 and will submit the respective deliverables to the **Buyer**, on the condition that CNPR sends the request for the compensation of the net cost for universal service provision .

(2) Where the condition provided in the previous paragraph is met, and irrespective of the date of entry into force of the Contract, the **Provider** will supply the services for the activity corresponding to Batch 1, point 1 of the Terms of Reference – Annex no.1 and will submit to the Buyer the deliverable corresponding to this activity, by **09.09.2015**. Where the Contract enters into force after 25.08.2015, the Provider does no longer have the obligation to supply the activities provided under point 1 of the Terms of Reference – Annex no.1, for Batch 1. The provisions of Article 4.1(3) of the **Contract** and the provisions of the Terms of Reference point 1 for Batch 1 – Annex no. 1 shall apply accordingly.

(3) The activities corresponding to point 2, Batch 1 in the Terms of Reference – Annex 1 will be performed by the **Provider**, and the respective deliverable will be submitted to the **Buyer** within 30 days from the date on which the latter sends the **Provider** the request for the compensation of the net cost elaborated by CNPR along the report on the costs, revenues and capital employed for the provision of services within the scope of universal service submitted by CNPR.

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(4) The activities corresponding to points 3.1, 3.2 and 3.3 Batch 1 in the Terms of Reference – Annex 1 will be performed by the **Provider**, and the respective deliverables will be submitted to the **Buyer** within 60 days from the date on which the latter sends the **Provider** the request for the compensation of the net cost elaborated by CNPR along the report on the costs, revenues and capital employed for the provision of services within the scope of universal service submitted by CNPR.

(5) The activities corresponding to point 4.1 Batch 1 in the Terms of Reference – Annex no. 1 will be performed by the **Provider**, and the respective deliverable will be submitted to the **Buyer** within 10 days from the date on which all the final reception minutes for the deliverables under paragraph (4) are signed.

(6) The provider will perform the activities corresponding to point 4.2 Batch 1 in the Terms of Reference – Annex no. 1, and the respective deliverable will be submitted to the **Buyer** within 15 days from the date on which the **Buyer** signs, without objections, the final reception minutes for the deliverable under paragraph (5). These services will be supplied only to the extent that the condition under paragraph (1) is fulfilled and the conclusions of the report provided under paragraph (5) reveal that the provision of the universal service is an unfair burden to CNPR.

13.4. (1) The execution deadlines for services under paragraphs **13.3** paragraphs (2) – (6) are deemed met to the extent that the final reception minutes for the deliverables are signed, without objection, by the expiry of the corresponding deadlines.

(2) With a view to meeting the above-mentioned deadlines, the **Provider** must take into consideration also the intervals required for the **Buyer** to provide the necessary information, stipulated in the Terms of Reference – Annex 1 to this **Contract**.

(3) The service provision deadlines do not include the period necessary for the **Buyer** to analyse the deliverables, provided in the Terms of Reference – Annex 1 to this **Contract**.

13.5. In case of guiltily failing to observe any of the obligations under the present **Contract**, the **Provider** shall pay to the **Buyer** delay penalties of 0.15% from the total **Contract** price provided in Chapter 4, excluding VAT, for each day of delaying the corresponding fulfilment of any of the obligations. Such penalties may be claimed and/or deducted and withheld by the **Buyer** from the price payment obligation, without any other prior formality of putting in default. If penalties cannot be deducted from the price, the **Provider** shall pay them within maximum 10 (ten) days from receiving the **Buyer's** request.

13.6. (1) The **Provider** guarantees it is not in a conflict of interests situation, as defined at point 2 letter i) under the **Contract**, and undertakes to prevent the occurrence of such situation and to inform at once the **Buyer** on any situation which generates or might generate such a conflict.

(2) In the vein of the provisions of paragraph (1), the **Provider** guarantees that - throughout the duration of this **Contract** - it has not supplied, is not supplying and will not supply neither consultancy services regarding the assistance provided to CNPR in conducting the separated financial statements for 2014 or regarding the auditing of the 2014 separate financial statements conducted by CNPR, nor consultancy services regarding the assistance provided in calculating the net cost of CNPR's universal service provision for 2014.

13.7. Throughout the **Contract** duration, the **Provider** undertakes to observe all the conditions and obligations regarding environment protection and ensuring labour health and safety, established by the national and European legislation. The responsibility for failure to comply with these obligations lies exclusively with the **Provider**.

13.8. Upon the signing without objection of the final reception minutes for the last deliverable, throughout of at least a 6 (six)-month period from the respective date, the **Provider** commits to answer, free of charge, any written request of the **Buyer**, i.e. clarifying or supporting the findings of the **deliverables**. The answer shall be sent within 10 (ten) working days from the **Buyer's** request.

Chapter 14. BUYER'S MAIN OBLIGATIONS

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14.1. The **Buyer** declares and guarantees that it is a public institution with the legal capacity to conclude the present **Contract** and to fulfil all the deriving obligations.

14.2. The persons signing the present **Contract** on behalf of the **Buyer** are legally mandated therefor.

14.3. The **Buyer** binds to pay for the services provided under the conditions and within the term specified in Chapters 4 and 5.

14.4. (1) The **Buyer** shall supply to the **Provider** the compensation request and the accompanying documents sent by CNPR, within maximum 3 (three) working days from the **Provider's** request.

(2) The **Buyer** shall send the **Provider** all the data and information required for the provision of services according to the provisions of the Terms of Reference – Annex no. 1, within 10 (ten) working days from receiving the **Provider's** request.

(3) As well, the **Buyer** shall analyse the deliverables and shall send the resulting remarks to the **Provider** within maximum 10 (ten) working days from receiving each of the deliverable.

(4) Should the **Buyer** fail to meet the deadlines stipulated in paragraphs (1), (2) and (3), the periods exceeding these deadlines cannot be counted within the service provision terms the **Provider** should comply with and no delay penalties could be requested from any of the parties for such delays.

14.5. The **Buyer** shall communicate the **Provider** the persons to be involved in the execution of the **Contract**.

14.6. Should the **Buyer** fail to make the payments according to Chapters 4 and 5, it shall be obliged to pay a delay penalty equal to 0.15% of the value of the unpaid amount, except VAT, for each delay day, until payment of the entire amount.

14.7. Where the deliverable corresponding to the activity provided under point 1 for Batch 1 in the Terms of Reference is not received by 09.09.2015 and/or respectively where the consultancy conclusions reveal that the provision of universal service is not an unfair burden for CNPR, the **Buyer** shall not pay for the deliverables corresponding to the activities under point 1 and/or respectively under 4.2 in the Terms of Reference – Annex no. 1.

Cap. 15. ADDENDA

15.1. The contracting parties have the right, during **Contract** execution, to agree on amending the **Contract** provisions, by means of addenda.

Chapter 16. CONTRACT RESCISSION

16.1. The **Contract** is rightfully rescinded, upon the simple written notification submitted by the **Buyer** and without any other formality of putting in default or any other prior formality, in any of the following cases:

a) if the **Provider** does not set up the **Contract** performance bond within 15 (fifteen) days from the due term stipulated at point 11.1;

b) if the **Provider** fails to fulfil its service execution obligations within 30 (thirty) days from the terms stipulated at point 13.3, paragraphs (3) – (6);

c) if it is assessed that the **Provider** is in a conflict of interests case, as defined at point 2 letter i) and point 13.6 under the **Contract**.

16.2. If the **Contract** is terminated under the terms of point 16.1., the **Buyer** has the right to the payment by the **Provider** of an amount of up to 30% of the total **Contract** price provided in Chapter 4, excluding VAT, as compensatory damages. The reception of the damages does not bring prejudice to the

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Buyer's right to address the Court for covering the prejudice suffered following the **Provider's** failure to comply with its obligations.

Cap. 17. TRANSFER

17.1. (1) The **Provider** shall not, totally or partially, transfer its rights and/or obligations falling from the **Contract**.

(2) By way of exception from paragraph (1), the **Provider's** right to receive the amount for the services under this **Contract** may be transferred, in strict compliance with the applicable legal provisions in force.

17.2. Cession shall not exonerate the **Provider** of any responsibility regarding the duties falling from the **Contract**.

Chapter 18. FORCE MAJEURE

18.1. Force majeure is certified by the competent authority.

18.2. During the entire period it exists, force majeure exonerates from responsibility the contracting parties for failing to observe the obligations falling from the **Contract**.

18.3. **Contract** fulfilment shall be suspended during the force majeure existence, without prejudicing however the rights the parties had until its occurrence.

18.4. The contracting party invoking the force majeure shall notify the other party, immediately and comprehensively, on its occurrence/cessation and shall take any available measures in view of minimising consequences.

18.5. If force majeure exists or if a competent authority estimates it shall exist for more than 30 (thirty) days, each party shall have the right to notify the other party on the rightful cessation of the present **Contract**, whereas none of the parties shall be able to claim damages.

Chapter 19. DISPUTE SETTLEMENT

19.1. The **Buyer** and the **Provider** shall make all the necessary efforts in order to settle amicably, through direct negotiations, any dispute falling from or relating to the **Contract**, including regarding its conclusion, execution or termination.

19.2. If the **Buyer** and the **Provider** fail to settle in an amicable way any dispute falling from or relating to the **Contract**, including regarding its conclusion, execution or termination, these shall be settled by the relevant Court, in Bucharest, Romania, the possibility of referring to law conflicts being excluded.

Chapter 20. LANGUAGE

20.1. The language governing the present **Contract** is Romanian.

Chapter 21. APPLICABLE LAW

21.1. The **Contract** shall be interpreted according to the Romanian laws, the possibility of referring to law conflicts being excluded.

Chapter 22. COMMUNICATIONS

22.1. Any communication between parties, related to **Contract** fulfilment, shall be transmitted in writing.

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22.2. Any written document shall be registered both at delivery and at reception.

22.3. Communication between parties may also be made on the telephone or by e-mail, under the condition of confirming in writing the reception of communication.

Chapter 23. FINAL PROVISIONS

23.1. (1) If any of these **Contract** provisions is declared null or cannot be executed, the other **Contract** provisions shall not be affected in any way, shall remain valid and shall be executed to the extent allowed by the law.

(2) The parties agree that any provision declared null shall be replaced with another one, valid, legal and applicable, which could produce the same legal and/or economic effects.

(3) The **Provider** cannot unilaterally terminate the **Contract**.

23.2. The titles of the articles are inserted for an easier reference for the contracting parties and do not affect in any way their interpretation or fulfilment.

The present **Contract** was signed, in 2 (two) originals, one for each contracting party.

BUYER,

PROVIDER,

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

SECTION 3: MANDATORY CONTRACTUAL PROVISIONS – for Batch 2

The following are deemed mandatory contractual provisions for Batch 2:

- The contract price shall be total price tendered, in EUR, which includes all the costs directly and indirectly incurred by the Provider in relation to Contract conclusion and execution; it shall remain unchanged and cannot be amended throughout the Contract duration.
- The Buyer shall pay for each activity mentioned in the detailed Technical Proposal – but not exceeding 11% of the total price tendered for the services corresponding to the activity provided under point 1 Batch 2 of the Terms of Reference and respectively not exceeding 10% of the total tendered price for the services corresponding to the activity provided under point 2.1 Batch 2 of the Terms of Reference. After signing the last final reception minutes, ascertaining the supply of all the services under the contract corresponding to Batch2, the Buyer shall pay the rest of the payment due.
- The invoice shall be submitted to the Buyer's headquarters in Bucharest, 2 Delea Noua Street, Sector 3.
- Payment for services shall be made in RON, by payment order, to the Provider's treasury account, at the exchange rate communicated by BNR and valid for the day the invoice has been issued (*if the Provider is a Romanian resident*).

Where the Provider is not a Romanian resident, the payment shall be performed by foreign currency payment order, in EUR. If case requires, the amounts representing taxes and dues owed according to the fiscal legislation in force in Romania shall be withheld. The tax share enforced shall be the one regulated by the fiscal legislation in force in Romania.

- Prepayments are not allowed.
- Partial payments can be made for the activities provided in the Terms of reference – Annex no. 1 for Batch 2, but only upon the Buyer's signing all the reception minutes for the deliverables corresponding to the respective activity and in compliance with the above-mentioned percentages, as applicable.
- Where an invoice has been received before or on the date of reception of the final deliverable corresponding to an activity, the payment shall be performed within maximum 30 days from the date of signing without objections the final reception minute for the corresponding deliverable, in compliance with the above-mentioned percentages – as applicable - and in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month.
- Where an invoice has been received after the date of signing without objections the final reception minute for the final deliverable of an activity, the Buyer has the right to perform the payment within maximum 30 days from the date of receiving the invoice, and in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month.
- Payment is deemed made on the date the Buyer's account is debited.
- At the moment of signing without objections the final reception minute for each deliverable, automatically and without fulfilling any other prior formality, the property right, including all the copyright patrimony rights, on all deliverables of the services provided within the Contract are exclusively transferred to the buyer. The Buyer shall have the exclusive and unlimited right to use, distribute and/or multiply and/or exploit the deliverables and the information within the deliverables as it considers proper, according to its needs. For the avoidance of doubt, the parties agree that the transfer of copyright patrimony rights has an exclusive character, is not territorially limited, shall be valid for an unlimited and undetermined period, and is final and integral. The total Contract price includes the price of this transfer.
- The Buyer shall acknowledge that the services provided are in line with the specifications provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present Contract and

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that the deliverables have been elaborated in compliance with the conditions provided in these documents, upon its authorised representatives' signing without any objections the reception minutes for the deliverables.

- The Provider declares and guarantees that it holds full competence with respect to signing this Contract and to fulfil the obligations pursuant to this Contract, in view of the assumed obligations specificity, in accordance with the legal provisions in the field and in compliance with the conditions provided in the Terms of Reference and in the Technical Proposal.

- The services for activities corresponding to Batch 2 in the Terms of Reference – Annex 1 will be performed by the Provider from the date of the Buyer's request, which is to be sent between 01.11.2015 and 31.12.2015. Where the Buyer does not send the request until 31 December 2015, the contract shall become null and void, without triggering the payment of damages or penalties by any of the parties.

The Buyer has the right to send the request for starting the service supply prior to 01.11.2015, as well. In such a situation, if the Provider agrees, the service supply term shall start from the date of sending this request. If the Provider does not agree, the service supply term shall start from 01.11.2015.

- The service supply deadlines are deemed met to the extent that the final reception minutes for the deliverables are signed without objection by the expiry of the corresponding deadlines. With a view to meeting the above-mentioned deadlines, the Provider must also take into consideration the intervals required for the Buyer's providing the necessary information, as stipulated in the Terms of Reference. The service provision deadlines do not include the period of the Buyer's analysis of the deliverables, as stipulated in the Terms of Reference.

- The Provider guarantees that it is not in a conflict of interests and commits to prevent the occurrence of such a situation and to inform the Buyer as soon as a situation generates or may generate such a conflict.

- The amount of the delay penalties is 0.15%, for each delayed day, of the price, without VAT, of the respective activity under this **Contract** – as stipulated in the financial proposal - for the Provider, and respectively from the unpaid amount, without VAT, for the Buyer;

- Upon signing without objections of the final reception minutes for the last deliverable, throughout of at least a 6 (six)-month period from the respective date, the Provider commits to answer, free of charge, any written request from the Buyer, i.e. clarifying or supporting the findings of the deliverables. The answering interval shall not exceed 10 (ten) working days from the Buyer's request.

- Any dispute arising from or related to this Contract, including with reference to its conclusion, enforcement or termination, shall be settled in front of the competent court in Bucharest, Romania.

- At the conclusion of the contract, the **contract model below for Batch 2** shall be considered. If the tenderers have no objections/modification proposals as to the contract model below, they shall submit, **in original**, a statement of acceptance on the contract conditions for Batch 2, as per the form in **Annex no.16** of Section 4: Forms. Should there be objections/proposals on the clauses provided in the contract model for batch 2 (other than the mandatory ones above), the Tenderers must specify them in the submitted offers, and these shall be analysed by the tender evaluation commission. Offers containing proposals related to the contractual provisions that are obviously disadvantageous for the contracting authority shall be deemed noncompliant, in accordance with the provisions of art. 36(2) letter b) of the Government Ordinance no. 925/2006.

SUPPLY CONTRACT MODEL – for Batch 2

Chapter 1. CONTRACTING PARTIES:

Between,

the Buyer,

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

THE NATIONAL AUTHORITY for MANAGEMENT and REGULATION in COMMUNICATIONS (ANCOM), Bucharest, 2 Delea Noua Street, Sector 3, Telephone: +40.372.845.400, Fax: +40.372.845.402, Fiscal identification code: 14751237 (fiscal registration code for VAT purposes RO27855892 for external contracts), Bank account no.: RO03TREZ7005025XXX000274, opened with *Activitatea de Trezorerie și Contabilitate Publică a Mun. București*, duly represented by the President, Mr. Marius Cătălin MARINESCU, on the one hand,

and

the **Provider**,

on the other hand,

each named "Party" and collectively "Parties", this **Contract** has been concluded.

This **Supply Contract** – hereinafter referred to as the "**Contract**" was concluded in accordance with the legislation in force in Romania in the public acquisition field.

Cap. 2. DEFINITIONS

2.1. Under this **Contract**, the following terms shall be interpreted as follows:

- a) **Contract** – the present legal act, including all its annexes, representing the agreement of will of the 2 (two) parties, concluded between the **Buyer** and the **Provider**;
- b) **Buyer** and **Provider** – the contracting parties, as these are named in the present **Contract**;
- c) **Addendums** to the **Contract** – the legal acts to be attached to the present **Contract** should certain changes, completions or renouncement relating to the **Contract** provisions occur; **the Addendums** are part of the **Contract**;
- d) **Contract** price – the price to be paid by the **Buyer** to the **Provider** on the basis of the **Contract** for the comprehensive and corresponding compliance with all the obligations born through the present **Contract**;
- e) **Services** – consultancy services for updating the weighted average cost of capital, identification and set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7) – Batch 2, in accordance with the Terms of Reference - Annex no. 1, the Technical Proposal - Annex no. 2 and the Financial Proposal - Annex no. 3 to the present Contract;
- f) **Deliverables** – the reports elaborated by the **Provider** following the completion of the consultancy services for the activities provided in the Terms of Reference – Annex no.1, for Batch 2, which the **Provider** must submit to the **Buyer**, in accordance with the provisions of the Terms of Reference – Annex 1 and the Technical proposals – Annex 2;
- g) **Final reception minute**– the quantitative and qualitative reception document which acknowledges the provision by the **Provider** and submission to the **Buyer** of the **Deliverables**, under the conditions specified in the Terms of Reference - Annex no. 1 – for Batch no. 2 - and in the Technical Proposal - Annex no. 2 to the present **Contract**. One reception minutes shall be signed for each deliverable.
- h) **Standards** – the standards, technical and/or financial and/or legal regulations or other such requirements provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present **Contract**, which, under any circumstances, shall comply at least with the standards or other authorised legal regulations;
- i) **Conflict of interests** - any situation which influences the **Provider's** capacity to provide an objective and impartial professional opinion or prevents at any moment the **Provider** from granting priority to the interests of the **Buyer**, related to possible future contracts or to conflicts entailing other past or present commitments of the **Provider**.

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j) **Force majeure** – all the events and/or the external circumstances, beyond the will of the parties, unpredictable and unavoidable, and which, intervening after the conclusion of the **Contract**, totally or partially prevent or delay the fulfilment of the obligations born through this **Contract**. An event similar to the ones mentioned above, which, without rendering execution impossible makes it extremely onerous to one of the parties, shall not be considered force majeure;

k) **Day** – calendar day, if there is no other specification in the **Contract**;

l) **Year** – 365 days, or 366 days - for leap years;

m) **CNPR** - Compania Națională Poșta Română, universal service provider in the postal services field.

2.2. Within the present **Contract**, except for a contrary provision, the wordings in singular shall include the plural form and vice versa, where the context allows it.

Chapter 3. OBJECT AND DURATION OF THE CONTRACT

3.1. The **Provider** undertakes to provide the services specified in point 2.1. letter e) which are subject to the present **Contract**, according to the Terms of Reference - Annex no. 1, the Technical Proposal - Annex no. 2 and the Financial Proposal - Annex no. 3 to this **Contract**, whereas the **Buyer** undertakes to pay the value of these services under the terms of the present **Contract**.

Chapter 4. CONTRACT PRICE

4.1. (1) The total price agreed for fulfilling the contractual obligations, to be paid by the **Buyer** to the **Provider**, is **EUR.....**, to which VAT is added (hereinafter referred to as the "price" or "total price"), established on grounds of the Financial Proposal submitted by the **Provider** - Annex no. 3 to the present **Contract**.

(2) The **Buyer** shall pay for the services as follows:

a) for the activity provided under point 1 Batch 2 of the Terms of Reference – the corresponding amount mentioned in the Financial Proposal – Annex 3 to the **Contract**, but not exceeding 11% of the total price tendered for the services corresponding to this activity. For this, the amount of **EUR.....** shall be paid, without VAT.

b) for the activity provided under point 2.1 Batch 2 of the Terms of Reference – Annex 1 to the **Contract** – the corresponding amount mentioned in the Financial Proposal – Annex 3 to the **Contract** - but not exceeding not exceeding 10% of the total tendered price for the services corresponding to this activity. For this, the amount of **EUR.....** shall be paid, without VAT.

c) after signing the last final reception minutes, ascertaining the supply of all the services under the contract corresponding to Batch 2, the Buyer shall pay the rest of the payment due. For this, the amount of **EUR.....** shall be paid, without VAT.

4.2. The total price agreed for fulfilling the contractual obligations includes all the **Provider's** direct and indirect costs, related to the conclusion and execution of the **Contract**.

4.3. The total price agreed for fulfilling the contractual obligations shall remain unchanged and shall not be modified during the entire **Contract** duration.

4.4. The invoices shall be sent to the **Buyer's** headquarters in Bucharest, 2 Delea Noua, Sector 3, Postal code: 030925.

Chapter 5. PAYMENT MODALITY

5.1. (1) Payment shall be made in RON, by payment order, to the **Provider's** treasury account, at the RON/EUR exchange rate communicated by BNR and valid for the day the invoice is issued.

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Where the Provider is not a Romanian resident, the payment shall be performed by foreign currency payment order, in EUR. If case requires, the amounts representing taxes and dues owed according to the fiscal legislation in force in Romania shall be withheld. The tax share enforced shall be the one regulated by the fiscal legislation in force in Romania.

(2) Payment for the activities provided under points 1, 2.1 and 2.2, for Batch 2 in the Terms of Reference – Annex no. 1 shall be performed according to the provisions of point 4.1 of the Contract, but only upon the Buyer's signing without objections all the final reception minutes for all the deliverables corresponding to each of these activities.

(3) Payment shall be made on grounds of the invoices submitted by the **Provider**, received and accepted by the **Buyer**, in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month;

5.2. (1) Where an invoice has been received before or on the date of reception of the last deliverable corresponding to an activity, the payment shall be performed within maximum 30 days from the date of signing without objection of the reception minute for the respective deliverable, in compliance with point 4.1 of the Contract and in accordance with the provisions of Article 36(1) of GEO no. 34/2009 on invoice payment between the 24th and the 31st of every month.

(2) If the invoice is received after the date of signing without objections of the final reception minute for the last deliverable corresponding to an activity, the **Buyer** has the right to make the payment within maximum 30 days from the date of receiving the invoice, in compliance with point 4.1 of the Contract and in accordance with the provisions of Article 36(1) of GEO no.34/2009 on invoice payment between the 24th and the 31st of every month.

5.3. Prepayments or partial payments are not allowed for the deliverables corresponding to the services under this Contract, in the conditions stipulated in the Terms of Reference – Annex no. 1.

5.4. Payment is deemed made on the date the **Buyer's** account is debited.

Chapter 6. ENTRY INTO FORCE

6.1. The present **Contract** shall enter into force from the moment it is signed by both parties.

Chapter 7. STANDARDS

7.1. The services supplied under the **Contract** shall observe the standards, technical and/or financial and/or legal regulations or any other such requirements stipulated in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present **Contract**, which, under any circumstances, shall comply at least with the standards or other authorised legal regulations.

Chapter 8. CONTRACT DOCUMENTS

8.1. The **Contract** documents are:

- a) the present document;
- b) the Terms of Reference – Annex no. 1;
- c) the Technical Proposal – Annex no. 2;
- d) the Financial Proposal – Annex no. 3;
- e) the Performance Bond – Annex no. 4;
- f) Addenda, if any.

8.2. Documents under point 8.1 are part of this **Contract**.

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8.3. If, during the **Contract**, it is assessed that certain elements of the Technical proposal - Annex no.2 are inferior to the requirements of the Terms of Reference - Annex no.1 to the present **Contract**, the provisions of the Terms of Reference shall prevail.

Chapter 9. CONFIDENTIALITY

9.1. Without the written agreement of the other party, a contracting party does not have the right to:

a) disclose the **Contract** or any of its provisions to a third party, except for the persons involved in the contract fulfilment;

b) use the information and documents obtained or to which it has access during the contract duration for other purposes than the ones related to the fulfilment of its contractual obligations.

9.2. Disclosure of any information to the persons involved in fulfilling the **Contract** shall be made in a confidential manner and shall include only the information necessary to fulfil the **Contract**.

9.3. In view of observing the confidentiality obligations, the **Provider** undertakes the following:

- to take all necessary and reasonable measures, within its internal organisation structures, to prevent the disclosure of information or documents to which it has access during the **Contract** duration to other persons than its own personnel authorised to receive these documents or information, as well as to forbid the access of unauthorised persons to these documents or information;

- not to make copies of the information or documents to which it has access during the **Contract** period and not to reproduce them in any way, unless for distributing them to its own personnel in view of fulfilling the contractual obligations;

- to keep record of all received documents or other information, as well as of the persons to whom these were given.

9.4. If the **Provider** is aware of any disclosure or unauthorised use of the information or documents to which it has access during the **Contract** duration, it shall notify at once the **Buyer** in this regard and it shall take due diligence to support the **Buyer**, in order to reduce any present or future damages or losses, resulting from the respective disclosure and/or unauthorised use of information or documents.

9.5. The **Provider** undertakes to compensate the **Buyer** for the entire prejudice produced following the non-compliance or faulty compliance of any of the confidentiality obligations assumed under the **Contract**.

9.6. One contracting party shall be exonerated from liability for disclosing contract-related information if:

- a) the information was known by the contracting party before it was received from the other contracting party;
- b) the information was disclosed upon obtaining the written consent of the other contracting party for such disclosure;
- c) the contracting party was legally obliged to disclose the information.

Chapter 10. PROPERTY RIGHTS

10.1. The **Provider** guarantees to the **Buyer** that the services provided, the deliverables and/or materials used do not breach in any way the rights of a third party.

10.2. The **Provider** has the obligation to compensate the **Buyer** against any:

a) reclamations, complaints and/or court actions, resulting from the breach of certain intellectual property rights (patents, names, trademarks, copyright etc.), related to the services provided and/or materials used, and

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b) due damages, costs, taxes and expenses of any kind.

10.3. In the cases provided at point 10.2, the **Provider** shall have the right to intervene in any process and to establish any defence against such action or claim, and upon the **Buyer's** request, the **Provider**, on its expense, shall intervene and lead any dispute that may occur in relation to the above-mentioned.

10.4. (1) If the ruled decision refers in any way to the case where the right to use the deliverables/materials employed harm the rights of another person, within maximum 30 (thirty) days from the ruling of the respective decision, the **Provider**, on its expense, shall proceed as follows:

(i) either shall obtain the **Buyer's** right to further use the materials and/or deliverables;

(ii) or shall modify or replace the materials and/or deliverables, so as to not bring prejudice in any way to the rights of a third party.

(2) If the **Provider** does not observe the obligations under paragraph (1), the **Buyer** has the right to request delay penalties according to point 13.6 and/or to require the **Contract** rescission according to Chapter 16.

10.5. At the moment of signing without any objections the reception minutes of each deliverable, automatically and without fulfilling any other prior formality, the property right, including any copyright patrimony rights, on all deliverables of the services provided under this **Contract**, are exclusively transferred to the **Buyer**. The **Buyer** shall have the exclusive and unlimited right to use, distribute and/or multiply and/or exploit the deliverables and information within the deliverables, as it deems necessary, according to its needs. For the avoidance of doubt, the parties agree that the transfer of copyright patrimony rights has an exclusive character, is not territorially limited, shall be valid for an unlimited and undetermined period, is final and integral. The total Contract price includes the price of this transfer.

Chapter. 11. PERFORMANCE BOND

11.1. The **Provider** guarantees the quantitative and qualitative performance of the obligations under the **Contract**, by submitting, within maximum 7 (seven) working days from the day both parties sign the **Contract**, a performance bond for an amount up tolei, accounting for 5% of the total **Contract price** provided at Chapter 4., excluding VAT (the RON equivalent of the amount of **EUR**, valid on the date of signing the Contract). The performance bond shall be valid at least until, and the guarantee instrument shall be issued exclusively in favour of the **Buyer**, under a form and with a content identical in substance to the model under Annex no. 4. From the submission date, the letter of guarantee rightfully replaces the model under Annex no. 4.

11.2. In case of failure to observe the obligation under point 11.1., the **Provider** shall owe to the **Buyer** delay penalties of 0.15% from the value of the performance bond, for each day of delay in correspondingly fulfilling the obligation. Such penalties may be claimed and/or deducted and withheld by the **Buyer** from the price payment obligation, without any other prior formality of putting in default.

(2) Where the validity of the performance bond provided under 11.1 is found to be shorter than the whole **Contract** duration, the **Provider** has the obligation to submit an addendum on extending the validity of the a garanției by the corresponding period, within 7 (seven) working days from the **Buyer's** request. Otherwise, the penalties provided under paragraph (1) shall be enforced.

11.3. The **Buyer** has the right to claim the performance bond if the **Provider** fails to fulfil the obligations assumed under the present **Contract**. Prior to claiming the performance bond, the **Buyer** has the obligation to send the **Provider** a notification whereby it assesses the latter's fault, specifying at the same time the obligations which have been breached. If the performance bond does not fully cover the value of the prejudice, the **Buyer** has the right to require the **Provider** the payment of any amount to fully cover the suffered prejudice.

11.4. Within 14 (fourteen) days from signing without objections the final reception minute for the last deliverable, if by that time the **Buyer** has not claimed the performance bond, the parties agree to fully release the performance bond.

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Chapter 12. RECEPTION

12.1. The **deliverables** provided in Article 2.1 letter f), representing the outcome of the completion of the services, shall be delivered to the **Buyer's** headquarters in Bucharest, 2 Delea Noua Street, Sector 3.

12.2. If the services that are the object of this **Contract** do not correspond to the specifications provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2, the **Buyer** has the right to refuse their reception, and the **Provider** has the obligation to make all necessary changes for the services to be in line with the specifications and standards imposed by the **Buyer**.

12.3. The **Buyer** shall acknowledge that the services provided are in line with the specifications provided in the Terms of Reference - Annex no. 1 and in the Technical Proposal - Annex no. 2 to the present **Contract** and that the deliverables have been elaborated in compliance with the conditions provided in these documents, upon its authorised representatives' signing without any objections the reception minutes provided in Article 2.1 letter g).

Chapter 13. PROVIDER'S MAIN OBLIGATIONS

13.1. The **Provider** declares and guarantees that it holds the full competence to sign the present **Contract** and to execute the obligations incurring from the present **Contract**, in consideration of specificity of the assumed obligations, according to the legal provisions in the field and in compliance with the conditions provided in the Terms of Reference – Annex 1 and in the Technical Proposal – Annex 2 to this **Contract**.

13.2. The person signing the present **Contract** on behalf of the **Provider** is legally mandated therefor.

13.3. (1) The **Provider** will start the supply of the services corresponding to activities stipulated for Batch 2 in the Terms of Reference – Annex 1 from the date of the request sent by the **Buyer**.

(2) The **Buyer** shall send the request between 01.11.2015 and 31.12.2015. Where **the Buyer** does not send the request until 31 December 2015, the **Contract** shall become null and void, without triggering the payment of damages or penalties by any of the parties.

(3) The **Buyer** has the right to send the request for starting the service supply prior to 01.11.2015, as well. In such a situation, if the Provider agrees, the service supply term shall start from the date of sending this request. If the Provider does not agree, the service supply term shall start from 01.11.2015.

13.4. (1) The services corresponding to the activities provided for Batch 2 in the Terms of Reference – Annex 1 will be performed by the **Provider** observing the deadlines and stages provided for each of these activities in the Terms of Reference – Annex 1 and in the Technical Proposal – Annex 2, for Batch 2.

(2) The deliverables corresponding to the services under paragraph (1) shall be sent to the **Buyer** within the deadlines mentioned for each of them in the Terms of Reference – Annex 1 to the **Contract**, deadlines undertaken by the **Provider** through the Technical Proposal – Annex 2 to this **Contract**.

13.5. (1) The execution deadlines for services under paragraph **13.4** are deemed met to the extent that the final reception minutes for the respective deliverables are signed, without objection, by the expiry of the corresponding deadlines, as stipulated, for Batch 2, in the Terms of Reference - Annex 1 and in the Technical Proposal – Annex 2 to this **Contract**.

(2) With a view to meeting the above-mentioned deadlines, the **Provider** must take into consideration also the intervals required for the **Buyer** to provide the necessary information, stipulated in the Terms of Reference – Annex 1 to this **Contract**.

(3) The service provision deadlines do not include the period necessary for the **Buyer** to analyse the deliverables, provided in the Terms of Reference – Annex 1 to this **Contract**.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

13.6. In case of guiltily failing to observe any of the obligations under the present **Contract**, the **Provider** shall pay to the **Buyer** delay penalties of 0.15% from the price of the respective activity under this **Contract**, as provided in the Financial Proposal – Annex 3. Penalties are calculated for each day of delaying the adequate performance of the respective activity and may be claimed and/or deducted and withheld by the **Buyer** from the price payment obligation, without any other prior formality of putting in default. If penalties cannot be deducted from the price, the **Provider** shall pay them within maximum 10 (ten) days from receiving the **Buyer's** request.

13.7. (1) The **Provider** guarantees it is not in a conflict of interests situation, as defined at point 2 letter i) under the **Contract**, and undertakes to prevent the occurrence of such situation and to inform at once the **Buyer** on any situation which generates or might generate such a conflict.

13.8. Throughout the **Contract** duration, the **Provider** undertakes to observe all the conditions and obligations regarding environment protection and ensuring labour health and safety, established by the national and European legislation. The responsibility for failure to comply with these obligations lies exclusively with the **Provider**.

13.9. All the activities under the **Contract** will be performed by the **Provider's** team, which must include at least the expert mentioned in the offer. Any replacement or change in the **Provider's** team must be objectively justified and will be effected only upon the **Buyer's** agreement, and provided that the person/persons proposed for the replacement meet the qualification requirements regarding speciality personnel at least at the level of the tendered ones.

13.10. Upon the signing without objection of the final reception minutes for the last deliverable, throughout of at least a 6 (six)-month period from the respective date, the **Provider** commits to answer, free of charge, any written request of the **Buyer**, i.e. clarifying or supporting the findings of the **deliverables**. The answer shall be sent within 10 (ten) working days from the **Buyer's** request.

Chapter 14. BUYER'S MAIN OBLIGATIONS

14.1. The **Buyer** declares and guarantees that it is a public institution with the legal capacity to conclude the present **Contract** and to fulfil all the deriving obligations.

14.2. The persons signing the present **Contract** on behalf of the **Buyer** are legally mandated therefor.

14.3. The **Buyer** binds to pay for the services provided under the conditions and within the term specified in Chapters 4 and 5.

14.4. (1) The **Buyer** shall send the **Provider** all the data and information required for the provision of services according to the provisions of the Terms of Reference – Annex no. 1, within 10 (ten) working days from receiving the **Provider's** request.

(2) As well, the **Buyer** shall analyse the deliverables and shall send the resulting remarks to the **Provider** within maximum 10 (ten) working days from receiving each of the deliverable.

(3) Should the **Buyer** fail to meet the deadlines stipulated in paragraphs (1) and (2), the periods exceeding these deadlines cannot be counted within the service provision terms the **Provider** should comply with and no delay penalties could be requested from any of the parties for such delays.

14.5. The **Buyer** shall communicate the **Provider** the persons to be involved in the execution of the **Contract**.

14.6. Should the **Buyer** fail to make the payments according to Chapters 4 and 5, it shall be obliged to pay a delay penalty equal to 0.15% of the value of the unpaid amount, except VAT, for each delay day, until payment of the entire amount.

14.7. The **Buyer** shall send the **Provider** a notification on the latter's termination of the obligations under this **Contract**, where the former does not send a service supply request by 31.12.2015.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Cap. 15. ADDENDA

15.1. The contracting parties have the right, during **Contract** execution, to agree on amending the **Contract** provisions, by means of addenda.

Chapter 16. CONTRACT RESCISSION

16.1. The **Contract** is rightfully rescinded, upon the simple written notification submitted by the **Buyer** and without any other formality of putting in default or any other prior formality, in any of the following cases:

a) if the **Provider** does not set up the **Contract** performance bond within 15 (fifteen) days from the due term stipulated at point 11.1;

b) if the **Provider** fails to fulfil its service execution obligations within 30 (thirty) days from the terms stipulated at point 13.4;

c) if it is assessed that the **Provider** is in a conflict of interests case, as defined at point 2 letter i) and paragraph 13.7 under the **Contract**.

16.2. (1) If the **Contract** is terminated under the terms of point 16.1., the **Buyer** has the right to the payment by the **Provider** of an amount of up to 30% of the total **Contract** price provided in Chapter 4, excluding VAT, as compensatory damages. The reception of the damages does not bring prejudice to the **Buyer's** right to address the Court for covering the prejudice suffered following the **Provider's** failure to comply with its obligations.

(2) Beside the sanctions provided under paragraph (1), if the **Contract** is terminated under the terms of point 16.1. letter b), the **Buyer** shall not pay the remaining difference between the prices provided in the Financial Proposal – Annex 3 for the activities provided under points 1 and 2.1 for Batch no. 2 in the Terms of Reference and the amount of the payment provided under 4.1 in this **Contract** for the respective activities, if such a difference exists.

Cap. 17. TRANSFER

17.1. (1) The **Provider** shall not, totally or partially, transfer its rights and/or obligations falling from the **Contract**.

(2) By way of exception from paragraph (1), the **Provider's** right to receive the amount for the services under this **Contract** may be transferred, in strict compliance with the applicable legal provisions in force.

17.2. Cession shall not exonerate the **Provider** of any responsibility regarding the duties falling from the **Contract**.

Chapter 18. FORCE MAJEURE

18.1. Force majeure is certified by the competent authority.

18.2. During the entire period it exists, force majeure exonerates from responsibility the contracting parties for failing to observe the obligations falling from the **Contract**.

18.3. **Contract** fulfilment shall be suspended during the force majeure existence, without prejudicing however the rights the parties had until its occurrence.

18.4. The contracting party invoking the force majeure shall notify the other party, immediately and comprehensively, on its occurrence/cessation and shall take any available measures in view of minimising consequences.

18.5. If force majeure exists or if a competent authority estimates it shall exist for more than 30 (thirty) days, each party shall have the right to notify the other party on the rightful cessation of the present **Contract**, whereas none of the parties shall be able to claim damages.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Chapter 19. DISPUTE SETTLEMENT

19.1. The **Buyer** and the **Provider** shall make all the necessary efforts in order to settle amicably, through direct negotiations, any dispute falling from or relating to the Contract, including regarding its conclusion, execution or termination.

19.2. If the **Buyer** and the **Provider** fail to settle in an amicable way any dispute falling from or relating to the **Contract**, including regarding its conclusion, execution or termination, these shall be settled by the relevant Court, in Bucharest, Romania, the possibility of referring to law conflicts being excluded.

Chapter 20. LANGUAGE

20.1. The language governing the present **Contract** is Romanian.

Chapter 21. APPLICABLE LAW

21.1. The **Contract** shall be interpreted according to the Romanian laws, the possibility of referring to law conflicts being excluded.

Chapter 22. COMMUNICATIONS

22.1. Any communication between parties, related to **Contract** fulfilment, shall be transmitted in writing.

22.2. Any written document shall be registered both at delivery and at reception.

22.3. Communication between parties may also be made on the telephone or by e-mail, under the condition of confirming in writing the reception of communication.

Chapter 23. FINAL PROVISIONS

23.1. (1) If any of this **Contract** provisions is declared null or cannot not be executed, the other **Contract** provisions shall not be affected in any way, shall remain valid and shall be executed to the extent allowed by the law.

(2) The parties agree that any provision declared null shall be replaced with another one, valid, legal and applicable, which could produce the same legal and/or economic effects.

(3) The **Provider** cannot unilaterally terminate the **Contract**.

23.2. The titles of the articles are inserted for an easier reference for the contracting parties and do not affect in any way their interpretation or fulfilment.

The present **Contract** was signed, in 2 (two) originals, one for each contracting party.

BUYER,

PROVIDER,

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

SECTION 4: FORMS

Section 4 contains forms intended to facilitate the elaboration and presentation of the offer and of the complementary documents, on the one hand, and enable the tender commission to examine and assess rapidly and correctly all the offers submitted, on the other hand.

Each tenderer participating in the procedure for awarding the public acquisition contracts has the obligation to submit the forms provided for in this Section, duly completed and signed by the authorised persons.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 1

TENDERER,

.....
(name)

STATEMENT on eligibility

I, the undersigned,, legal/mandated representative of _____ (*name and headquarters/address of the economic operator*), in its capacity as tenderer / associate tenderer / supporting third party in the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report on the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under penalty of being excluded from the awarding procedure and under sanctions applied for false statements, that we do not find ourselves under any of the circumstances provided in art. 180 of the Government Emergency Ordinance no. 34/2006 on the award of public acquisition contracts, of public works concession contracts and of service concession contracts, with the subsequent amendments and completions, respectively we have not been sentenced by final decision of a court of justice, within the past 5 (five) years, for engagement in criminal activities, corruption, fraud and/or money laundering.

I, the undersigned, declare that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to request any additional information for the purpose of verifying and confirming the statements.

Date of filling in

TENDERER,

(*authorised signature and seal*)

Note: In the case of joint tender, this statement shall be submitted by each associate, while in the case of a tender supported by third party(ies), this statement shall be submitted by the tenderer and the supporting third party(ies).

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 2

TENDERER,

(name)

STATEMENT

on falling outside the scope of the provisions of art. 181 of Government Emergency Ordinance no. 34/2006

I, the undersigned,....., legal/mandated representative of _____ (name and headquarters/address of the economic operator), in its capacity as tenderer/associate tenderer/supporting third party in the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision in 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility that:

a) we have not declared bankruptcy following the decision ruled by the syndic judge;
c) we have complied with the payment obligations regarding taxes and social insurance contributions to the budgets in the general consolidated budget, according to the legal provisions in force in Romania or in my country of residence;

c¹) we have fully fulfilled in the past 2 (two) years the contractual obligations under the contracts concluded with various beneficiaries and there were no cases of defective accomplishment of the contractual obligations on our behalf, out of reasons imputable to us, a fact which would have generated or can produce serious prejudices to the beneficiaries of the contracts;

d) we have not been sentenced, in the past 3 (three) years, by final decision of a court of justice, for an act which breached the professional ethics or for committing a professional error.

e) we are not in the situation to present false information or omit to present information required by the contracting authority, in order to demonstrate fulfilment of the qualification and selection criteria.

I, the undersigned, declare that the information provided in view of proving the fulfilment of the qualification and selection criteria is complete and correct in every detail and I understand that the contracting authority has the right to request any additional information for the purpose of verifying and confirming the statements.

I understand that if this statement is not concordant to the reality I am liable for breaching the provisions of the penal legislation on false statements.

Date of filling in.....

TENDERER,

(authorised signature and seal)

Note: In the case of joint tender, this statement shall be submitted by each associate, while in the case of a tender supported by third party(ies), this statement shall be submitted by the tenderer and the supporting third party(ies). If applicable, the supporting third party shall submit the Statement on falling outside the scope of the provisions of art. 181 letters a), c¹) and d) of Government Emergency Ordinance no. 34/2006, according to the model in Annex no. 2

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 3**ECONOMIC OPERATOR,***(name)***STATEMENT**

**on falling outside the scope of the provisions of art. 69¹
of Government Emergency Ordinance no. 34/2006**

I, the undersigned,....., legal/mandated representative of, *(name and headquarters/address of the economic operator)* in its capacity as tenderer / associate tenderer / supporting third party in the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under the sanction of being excluded from the award procedure and under sanctions applied for false statements, that I do not have members in the management board/management and supervisory body and/or I do not have shareholders or associates persons that are my husband/wife, kinsmen or relatives up to including fourth degree nor do I find myself in commercial relationships, as provided in art. 69 letter a) of Government Emergency Ordinance no. 34/2006, with the persons, enlisted below, who have decision-making duties within the contracting authority:

Name	Position
Marius Cătălin MARINESCU	President
Bogdan Cristian IANA	Executive Director, Executive Division for Radio Spectrum and Numbering Management
Cornelia CIONCA	Director, Economic and Administrative Division
Cristin Nicolae POPA	Executive Director, Monitoring and Control Executive Division
Eduard Lucian LOVIN	Executive Director, Regulation Executive Division
Gheorghe RUSEN	Director, Economic Regulation Division, Regulation Executive Division
Ovidiu Florin TABĂRĂ	Head of Department, Acquisitions Department
Bogdan MĂRGINEANU	Head of Unit, Acquisitions Legal Advice Unit, Acquisitions Department
Daniela-Ioana MOHORA	Legal adviser, Acquisitions Legal Advice Unit, Acquisitions Department
Adriana – Ioana PENCIU	Legal adviser, Acquisitions Legal Advice Unit, Acquisitions Department
Codruța Georgeta MERAN	Head of Unit, Operational Acquisitions Unit, Acquisitions Department
Mirela Rodica BEJGU	Expert, Operational Acquisitions Unit, Acquisitions Department
Gemma Luminița IOSIP	Expert, Operational Acquisitions Unit, Acquisitions Department
Niculae Cătălin CALOIU	Expert, Operational Acquisitions Unit, Acquisitions Department
Magda DINU	Expert, Operational Acquisitions Unit, Acquisitions Department
Cristiana Mihaela STOIAN	Expert, Operational Acquisitions Unit, Acquisitions Department
Roxana Ionela CÎRJAN	Head of Unit, Audit and Cost Accounting Unit, Economic Regulation Division, Regulation Executive Division

NATIONAL AUTHORITY FOR MANAGEMENT AND REGULATION IN COMMUNICATIONS (ANCOM)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Eugenia OANA	Expert , Audit and Cost Accounting Unit, Economic Regulation Division, Regulation Executive Division
Oana Daniela ZAHIU	Expert , Audit and Cost Accounting Unit, Economic Regulation Division, Regulation Executive Division

Date of filling in _____

ECONOMIC OPERATOR,
.....
(authorised signature and seal)

Note: In the case of joint tender, this statement shall be submitted by each associate, while in the case of a subcontracting, this statement shall be submitted by the tenderer and the subcontractor(s). In the case of a tender supported by third party(ies), this statement shall be submitted by the tenderer and the supporting third party(ies).

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 4

TENDERER,

(name)

CERTIFICATE

of participation in the tender procedure with an independent tender

I. I/We, the undersigned,, legal representative/representatives of, an undertaking/association which is to participate in the public acquisition procedure held by the National Authority for Management and Regulation in Communications, as contracting authority, under no. as of (date), certify hereby that the information hereunder is true and complete in every detail.

II. I/We certify hereby, on behalf of, the following:

- 1.** I/we read and understood the content of this certificate;
- 2.** I/we agree with our disqualification from the public acquisition procedure should my/our statements prove to be untrue and or incomplete in any way;
- 3.** each signature on this document stands for the person designated to submit the tender, including as regards the terms under the tender;
- 4.** pursuant to this certificate, a contestant is any natural or legal person, other than the tenderer on behalf of which we submit this certificate, who tenders within the same public acquisition procedure or could tender, as long as the respective natural or legal person meets the participation requirements;
- 5.** the submitted tender was conceived and formulated independently from any contestant, and no consultations, communications, agreements or arrangements were made with the latter;
- 6.** the submitted tender does not contain elements deriving from agreements between contestants as regards: the prices/tariffs or their calculation methods/formulae, the intention to tender or to not tender within the respective procedure, or the intention to include in the tender elements which, by their nature, do not concern the object of the respective procedure;
- 7.** the submitted tender does not contain elements deriving from agreements between contestants as regards the quality, quantity, particular specifications of the offered products or services;
- 8.** the details under the tender have not been communicated, directly or indirectly, to any contestant before the official moment of public opening announced by the contractor.

III. Under the sanctions provided by the legislation in force, I/we declare that the statements under this certificate are true and reflect entirely the reality.

Date:

TENDERER,

Legal representative/representatives
(signatures)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 5**TENDERER,**

(name)

**STATEMENT (for Batch 1)
on the list of main services provided in the last three years***

I, the undersigned _____ legal/mandated representative of _____ (name and headquarters/address of the economic operator) in its capacity as tenderer in the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for the compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under sanctions applied for false statements and under the sanction of being excluded from the award procedure, that the data from the attached table are true.

I, the undersigned, declare that the provided information is complete and correct in every detail and I understand that the contracting authority has the right to request any additional information for the purpose of verifying data from the current statement.

I, the undersigned, hereby authorise any institution, commercial company, bank, and other legal persons to provide information to the authorised representatives of the contracting authority on any technical or financial aspect related to our activity.

No.	Object of the contract	Name of the Beneficiary/Client/ Address	Capacity of the supplier**	Contract duration*** day/month/year

* The last three years are counted backwards from the final date to submit the offer

** The capacity in which the supplier participated in the performance of the contract, i.e. single contractor or leading contractor (association leader); associated contractor, subcontractor, shall be specified;

*** The contract commencement and completion dates shall be specified.

Furthermore, I declare that under the contract(s) specified in the table above, we provided, in the last three (3) years, consultancy services in the area of support granted in the field of electronic communications or postal services for the calculation of the net cost of the universal service provision or consultancy services covering the elaboration or auditing of the separate financial statements prepared by the companies designated as universal service providers in the field of electronic communications or postal services (the corresponding version should be selected), for(beneficiary).

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

I attach hereto, as required in the award documentation, certificates/documents issued or countersigned by the beneficiary/beneficiaries of this contract mentioned in the form, which contain information showing that the conditions above are met and prove that the services have been supplied in accordance with the contractual obligations.

Date of filling in

TENDERER,

(authorised signature and seal)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 6**TENDERER,**

(name)

STATEMENT (for Batch 2)
on the list of main services provided in the last three years*

I, the undersigned _____ legal/mandated representative of _____ (name and headquarters/address of the economic operator) in its capacity as tenderer in the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for the compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under sanctions applied for false statements and under the sanction of being excluded from the award procedure, that the data from the attached table are true.

I, the undersigned, declare that the provided information is complete and correct in every detail and I understand that the contracting authority has the right to request any additional information for the purpose of verifying data from the current statement.

I, the undersigned, hereby authorise any institution, commercial company, bank, and other legal persons to provide information to the authorised representatives of the contracting authority on any technical or financial aspect related to our activity.

No.	Object of the contract	Name of the Beneficiary/Client/ Address	Capacity of the supplier**	Contract duration*** day/month/year

* The last three years are counted backwards from the final date to submit the offer

** The capacity in which the supplier participated in the performance of the contract, i.e. single contractor or leading contractor (association leader); associated contractor, subcontractor, shall be specified;

*** The contract commencement and completion dates shall be specified.

Furthermore, I declare that under the contract(s) specified in the table above, we provided, in the last three (3) years, consultancy services covering the development of a cost calculation model for the network and services provided by an operator in the field of electronic communications or postal services, for(beneficiary).

The results of the consultancy services provided according to the contracts mentioned above can be accessed at the following links.....(in the event that the results of the services are public).

NATIONAL AUTHORITY FOR MANAGEMENT AND REGULATION IN COMMUNICATIONS (ANCOM)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

I attach hereto, as required in the award documentation, certificates/documents issued or countersigned by the beneficiary/beneficiaries of this contract mentioned in the form, which contain information showing that the conditions above are met and prove that the services have been supplied in accordance with the contractual obligations.

Date of filling in

TENDERER,

(authorised signature and seal)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 7

TENDERERS,

.....
(names)

**STATEMENT
on the experts
- For Batch no. 2 –**

I, the undersigned _____ legal/mandated representative of _____ (name and headquarters/address of the economic operator) in its capacity as tenderer in the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for the compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under sanctions applied for false statements and under the sanction of being excluded from the award procedure, that _____ (the name of the economic operator) disposes of or has insured the agreement of participation for the following expert/experts:

1. Mr/Ms as **Expert** which fulfils the following requirement:

- the participation to at least one consultancy project covering the development of a cost calculation model for the network and services provided by an operator in the field of electronic communications or postal services (the purpose and the name of the project) – according to the CV and the supporting documentation attached.

I, the undersigned, declare that the provided information is complete and correct in every detail and I understand that the contracting authority has the right to request any additional information for the purpose of verifying data from the current statement.

I, the undersigned, hereby authorise any institution, commercial company, bank, and other legal persons to provide information to the authorised representatives of the contracting authority on any aspects declared hereto.

Furthermore, I attach hereto, CVs and supporting documentation (according to ANRMAP's Instruction no. 1/2013) which demonstrate the fulfilment of the requirements regarding the project mentioned above, as requested in the award documentation.

I, the undersigned, declare that in the event that (the name of the economic operator) is declared the winner of the contract following the current procedure, the fulfilment of the contract under the current procedure will be ensured by the personnel mentioned in the hereto statement on my own responsibility. At the same time, I undertake to perform any change or replacement of the experts only after ANCOM's agreement and only if the requirements regarding the experts are fulfilled at least at the level of the ones in the offer.

Date of filling in

TENDERER,

(authorised signature and seal)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 8

TENDERERS,

.....

(names)

STATEMENT on availability - For Batch no. 2 –

I, the undersigned _____ identified by series..... number.....issued by, declare that I am available to fully fulfil the requirements of the position of (the responsibility of the respective person) as part of the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for the compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, over the whole period in which my implication is necessary during the contract duration, in the event that it will be awarded, following the procedure of "open tender" organised by the National Authority for Management and Regulation in Communications, to the economic operator (the name of the tenderer).

I declare that all the information communicated by the economic operator (the name of the tenderer) as part of the offer regarding my professional experience are concordant to the reality.

I understand that if this statement is not concordant to the reality I am liable for breaching the provisions of the penal legislation on false statements.

Name and surname _____

Signature _____

Date of filling in

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 9

TENDERERS,

.....
(names)

STATEMENT

on submitting a joint tender*

We, the undersigned,

a), legal representative of
..... (name and headquarters/address of the

economic operator) - **association leader**

and

b), legal representative of
..... (name and headquarters/address of the

economic operator) - **associate**

.....
in the procedure of award of the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under penalty of sanctions applied for false statements, that we submit a joint tender, we undertake the joint obligation for the joint tender, and we commit to be jointly held liable for any consequences of the future public acquisition contract in case the joint tender is declared the winner.

Date of filling in

TENDERER,

(authorised signature and seal)

TENDERER,

(authorised signature and seal)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 10**TENDERER,***(name)***STATEMENT**

**on the part/s of the contract to be fulfilled by the subcontractors
and their specialization***

I, the undersigned,, legal/mandated representative of *(name and headquarters/address of the economic operator)*, in my capacity as tenderer in the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for the compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under penalty of being excluded from the award procedure and under sanctions applied for false statements, that the data presented in the annexed table are true.

I, the undersigned, declare that the information provided is complete and correct in every detail and I understand that the contracting authority has the right to request, for the purpose of verifying and confirming the declarations, statements and documents accompanying the offer, any additional information for the purpose of verifying the data from this declaration.

I, the undersigned, hereby authorise any institution, commercial company, bank, other legal persons to provide information to the authorised representatives of the contracting authority on any technical and financial aspect related to our activity.

No.	Subcontractor's name	Part/s of the contract to be subcontracted	Acceptance of the subcontractor with signature specimen

Date of filling in:

TENDERER,**(authorised signature and seal)**

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 11A

TENDERER,

(name)

**STATEMENT
on the conflict of interests
- for Batch no. 1 -**

I, the undersigned, _____, legal/mandated representative of _____ (name and headquarters/address of the economic operator), in my capacity as tenderer in the procedure of "open tender" held in order to award the contract subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under penalty of being excluded from the award procedure and under sanctions applied for false statements, that we did not provide nor do we provide consultancy services for the support granted to CNPR for the elaboration of the separate financial statements for 2014 or the auditing of the separate financial statements for 2014 prepared by CNPR, nor consultancy services for the support granted for the calculation of the CNPR's net cost of the universal service provision for 2014.

Furthermore, we guarantee that we will not provide the above-mentioned services during the period of the consultancy contract concluded with ANCOM, should the tender we submitted within the present award procedure is declared the winning tender.

Date of filling in: .../.../.....

TENDERER,

(authorised signature and seal)

Note: In the case of a joint tender, this statement shall be submitted by each associate, while in the case of a subcontracting, this statement shall be submitted by the tenderer and the subcontractor(s). In the case of a tender supported by third party(ies), this statement shall be submitted by the tenderer and the supporting third party(ies).

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 11B

TENDERER,

(name)

**STATEMENT
on the conflict of interests
- for Batch no. 2 -**

I, the undersigned, _____, legal/mandated representative of _____ (name and headquarters/address of the economic operator), in my capacity as tenderer in the procedure of "open tender" held in order to award the contract subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility, under penalty of being excluded from the award procedure and under sanctions applied for false statements, that we are not in any situation which could influence our capacity to provide an objective and unbiased professional opinion or which could impede us in any moment to prioritize ANCOM's interests, in connection to possible future contracts or to conflicts with other past or future arrangements.

Date of filling in: .../.../.....

TENDERER,

(authorised signature and seal)

Note: In the case of a joint tender, this statement shall be submitted by each associate, while in the case of a subcontracting, this statement shall be submitted by the tenderer and the subcontractor(s). In the case of a tender supported by third party(ies), this statement shall be submitted by the tenderer and the supporting third party(ies).

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 12

ISSUER,

.....
(name)

GUARANTEE TOOL (LETTER OF GUARANTEE)
for the participation with a tender in the award procedure
for the public acquisition contract
 for batch no. ...*

To

National Authority for Management and Regulation in Communications
 2 Delea Noua Street, sector 3, Bucharest

Regarding the procedure of "open tender" held in order to award the contract subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, we (name of the bank/insurance company), with the registered headquarters in (address of the bank/insurance company), hereby commit toward the National Authority for Management and Regulation in Communications (ANCOM) to pay the amount of..... (.....), should one or several of the following situations arise**:

- a) the tenderer (name) withdrew its tender, during the tender validity period;
- b) its tender being declared winner, the tenderer (name) did not set up the performance bond within the tender validity period;
- c) its tender being declared winner, the tenderer (name) refused to sign the contract within the tender validity period.

This guarantee is valid until _____._____.

Endorsed by the Issuer _____ on day ____ month _____ year _____
(authorised signature)

* In the event that there are submitted offers for both batches, the letter of guarantee amount shall be determined by summing up the values of the participation guarantees for the two (2) batches for which the offer is submitted.

** According to the provisions of Art. 86(3) corroborated with Art. 86(4) letter c) of the Government Decision no. 925/2006, with the subsequent amendments and completions, the guarantee tool (letter of guarantee) must provide that:

- either the **payment of the bond shall be made upon the simple request of ANCOM, which does not have the obligation to justify the respective request provided that it specifies therein that the amount is requested because of the existence of one or more of the situations described above;**
- or the **payment of the bond shall be made upon the request of ANCOM accompanied by documents submitted within the awarding procedure whereby the existence of one or several of the situations described above is assessed.**

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 13

TENDERER,

.....
(*name*)

TENDER FORM

To

National Authority for Management and Regulation in Communications
2 Delea Noua Street, Sector 3, Bucharest

1. After examining the Award Documentation under the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for the compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, I, the undersigned,....., legal/mandated representative of the tenderer (*name of the tenderer*) hereby declare that we commit, in accordance with the provisions and requirements under the above-mentioned documentation, to provide the **consultancy services for batch no.** for the total amount of Euro..... (*in letters and figures*), to which the value added tax of Euro (*in letters and figures*) shall be added.

2. If our tender wins, we commit to provide the technical consultancy services subject to batch no. ... from this award procedure pursuant to the conditions specified in the Terms of References and the Technical Proposal.

3. We commit to maintain this tender valid until..... (*day/month/year*) and it will remain compulsory to us and may be accepted any time before the expiry of the validity period.

4. Until the conclusion and signing of the contract by both parties, this tender and your communication announcing that our tender is established winner of the tender procedure shall represent a binding contract between us.

5. We understood and we consent, if our tender wins, to set up the performance bond in accordance with the provisions under the Award Documentation.

Date of filling in: .../.../.....

TENDERER,

(**authorised signature and seal**)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 13A**TENDERER,**..... **(name)****DETAILED TENDER FORM**

No. of the deliverable acc. to the Terms of Reference	Deliverable	Price in Euro without VAT*
1	Report on the amount to be collected using the financing mechanism shared between postal services providers and/or users	
2	Report on the access points that are incurring losses but are kept in operation in 2014 due to commercial purposes	
3.1	Assessment report on the base case scenario elaborated by CNPR	
3.2	Report on the assessment of the commercial scenario proposed by CNPR, of the additional assumptions proposed by the provider in order to set the optimum commercial scenario	
3.3	Report on the intangible benefits	
4.1	Report on the evaluation of the extent to which the net cost resulted from the provision of the universal service in 2014 is an unfair burden for the universal service provider	
4.2	Report on the optimal mean of compensation of the net cost of universal service in 2014	
	TOTAL (Euro without VAT)	
	TOTAL (Euro with VAT)	

Date of filling in: .../.../.....

TENDERER,_____
(authorised signature and seal)

* The prices mentioned above include all the direct and indirect costs related to the services contract's conclusion and fulfilment according to the minimum mandatory requirements provided for in Section 2: Terms of reference. The payment of the services will be made according to the provisions of the awarding documentation.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 13B**TENDERER,****(name)****DETAILED TENDER FORM**

No. of the deliverable acc. to the Terms of Reference	Activity	Price in Euro without VAT*
1	The determination of the WACC	
2.1	The identification of the situations in which conditions for access to the public postal network of CNPR should be set in order to promote economic efficiency and effective competition on the postal services market and also to maximize users' benefits	
2.2	The elaboration of the technical and economic conditions for granting access to the public postal network, infrastructure elements and services supplied by CNPR	
	TOTAL (Euro without VAT)	
	TOTAL (Euro with VAT)	

Date of filling in: .../.../.....

TENDERER,**(authorised signature and seal)**

* The prices mentioned above include all the direct and indirect costs related to the services contract's conclusion and fulfilment according to the minimum mandatory requirements provided for in Section 2: Terms of reference. The payment of the services will be made according to the provisions of the awarding documentation.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 14

TENDERER,

.....
(name)

Registered at ANCOM headquarters under

no.dayhour.....

SUBMISSION LETTER

To

National Authority for Management and Regulation in Communications
Bucharest, 2 Delea Noua Street, sector 3

Following the Tender notice on the procedure of "open tender" held in order to award the contracts subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, we, (*name of the tenderer*) send you herewith the sealed and visibly marked parcel containing:

- a) the technical proposal;
- b) the financial proposal;
- c) the documents accompanying the tender;
- d) the document proving the setting up of the tender bond.

We hope that our tender is compliant and satisfies your requirements.

Date of filling in

Yours sincerely,

TENDERER,

.....
(authorised signature and seal)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 15

ISSUER,

.....
(name)

PERFORMANCE BOND GUARANTEE TOOL

To

National Authority for Management and Regulation in Communications
2 Delea Noua Street, Sector 3, Bucharest

Regarding the services contract no. subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for the compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) / provision of consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, concluded between _____, as Supplier, and the National Authority for Management and Regulation in Communications (ANCOM), as Buyer, we irrevocably commit hereby to pay to the Buyer, by the amount of _____ (_____), which accounts for 5% of the value of the respective contract, without VAT, any amount the latter requests as follows:

i) unconditionally, upon its first request accompanied by a declaration on the Supplier's fault

or

ii) conditionally, upon the Buyer's request, after the Supplier's fault is assessed, in accordance with the guaranteed contract and upon the submission of this finding by the Buyer.

Payment shall be made within the time frame specified in the request, without any other additional formality from the Buyer or the Supplier.

This guarantee is valid until _____.

If the contracting parties agree to extend the validity period of the guarantee or to amend certain contractual provisions with effects on the issuer's engagement, our prior approval shall be requested, otherwise the present letter of guarantee loses its validity.

Sealed by Issuer _____ on day ____ month _____ year _____
(authorised signature)

Note: The guarantee tool (letter of guarantee) shall specify one of the two modalities provided at points i) and ii), respectively.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 16

TENDERER,

(name)

**STATEMENT
on accepting the contractual clauses
for Batch no. ...**

I, the undersigned, _____, legal/mandated representative of _____ (name and address of the tenderer), in its capacity as tenderer in the procedure of "open tender" held in order to award the framework-agreement subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility that I agree with all the contractual clauses provided for in the contract model under Section 3: Mandatory contractual clauses of the Award Documentation.

Date of filling in _____.

TENDERER,

(authorised signature and seal)

Note: This statement shall be submitted if the tenderer does not have objections to/proposals for amending the contractual clauses provided for in the contract model under Section 3: Mandatory contractual clauses of the Award Documentation.

Tenderers have the right to transmit under the tender objections to/proposals for amending the contractual clauses referred to above. These shall be analysed by the Tender Commission in accordance with the provisions of art. 36(2) letter b) of the Government Decision no. 925/2006, with the subsequent amendments and completions.

In the event that the tenderer submits the offer for both batches, it shall mention that the hereby declaration is valid for both batches.

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)

Annex no. 17

TENDERER,

(name)

**STATEMENT
on the information included in the certificate of good standing**

I, the undersigned, _____, legal/mandated representative of _____ (name and address of the tenderer), in its capacity as tenderer in the procedure of "open tender" held in order to award the framework-agreement subject to the **provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)**, organised by the National Authority for Management and Regulation in Communications, declare on own responsibility that the information included in the submitted document (certificate of good standing no.) are real/updated at the due date for submission of the offers.

Date of filling in _____.

TENDERER,

(authorised signature and seal)

NATIONAL AUTHORITY FOR MANAGEMENT AND REGULATION IN COMMUNICATIONS (ANCOM)

Documentation for awarding the public acquisition contracts subject to the provision of consultancy services in view of verifying the report of the costs, revenues and capital employed for the provision of services within the scope of universal service, underlying the request for compensation of the net cost of universal service provision for 2014, and consultancy services regarding the decision on the net cost compensation (the compensation amount and means of compensation) as well as consultancy services in view of the update of the weighted average cost of capital, the identification and the set up of the technical and economic conditions for access and the development of a calculation model for the network and services provided by the designated universal service provider (CPV code: 71621000-7)