



Str. Condorilor nr.9, Bacau 600 302; Inmatriculat cu nr: J04/1137/1991-R.C.Bacau;
Cod Unic de Inregistrare:950 531; Atribut fiscal:R; Capital social:29.284.132,50 lei(RO
Tel:+40.234.575 070; Fax:+40.234.572 023/572 259; Tlx: 21 339 aero r
e-mail:aerostar@aerostar.ro; Website:http://www.aerostar.ro

No :

Date :

AWARDING DOCUMENTATION

FOR ACQUISITION OF SOFTWARE PACKAGES FOR MECHANICS AND PROGRAMING CNC DESIGN

DOCUMENTS LIST

- Chapter I. Bidding Data Sheet
- Chapter II. Forms
- Chapter III. Specification of Requirements
- Chapter IV. General Terms & Conditions

Chapter I. BIDDING DATA SHEET

I.a. BENEFICIARY

Denomination: SC AEROSTAR SA, Bacau		
Address: 9 Condorilor street, 600302, Bacau, Romania		
Town: Bacau	Postal code: 600302	Country: Romania
Contact Person: Purchasing Department Attn: Ms. Roliana BORDEIANU	Phone: 004 0234 572 873, ext. 1311.	
E-mail: misca@aerostar.ro	Fax: : 004 0234 572 445	
Address web (if applicable): www.aerostar.ro		

I.b. Information and/or clarifications

Other information and / or clarification can be received from:	
	<input checked="" type="checkbox"/> The address above mentioned <input type="checkbox"/> other: (address / fax)
Deadline for receipt of requests of clarifications: 25/06/2010 Address :Condorilor street, nr. 9, code 600302, Bacau Phone: 004 0234 572 873 or 004 0234 575 070 / ext 1311 Fax: : 004 0234 572 445 E-mail: misca@aerostar.ro Deadline for responses to requests of clarifications: 28/06/2010	

I.c. SOURCES OF FINANCE

Project / program financed from company funds and communitary sources within the Sectoral Operational Program "Economy Competitive Growth " (POS CCE) - (SOPECG)
Note: The bidder shall bear all costs to prepare and present its offer as well as the costs with the related documents.

II SCOPE OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Contract Name: „Acquisition of MACHINE-TOOLS “		
II. 1.2) Contract Name, delivery place and place of installation:		
(a) Works <input type="checkbox"/>	(b) Products <input checked="" type="checkbox"/>	(c) Services <input type="checkbox"/>
<input type="checkbox"/> Execution <input type="checkbox"/> Design and execution <input type="checkbox"/> Performance by any means as per requirements specified by the Beneficiary <input type="checkbox"/>	Buy <input checked="" type="checkbox"/> Leasing Rent — Purchasing <input type="checkbox"/> <i>in installments</i>	Category of services to be provided:
Main place of work:	Main place of delivery : - to beneficiary headquarter SC AEROSTAR SA, Bacau Romania	Main place for supply :
II. 1. 3) The procedure is finalized by : Purchasing Agreement: <input checked="" type="checkbox"/> Frame Agreement: <input type="checkbox"/>		
II. 1. 4) Splitting on batches (for information on batches, please see the Specification of Requirements) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> The Bidding will be for: A single batch <input checked="" type="checkbox"/> One or more <input type="checkbox"/> All batches <input type="checkbox"/>		
II. 1. 5) Alternative Offers are accepted YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

II.2) Quantity or Purpose of the Agreement

II. 2. 1) Quantity of the Agreement: - Software packages for mechanics design of pieces and subassembly's - 1 pc. - Software packages for mechanics and programming CNC design for working machine in 3 axes - 2 pcs. - Software packages for mechanics and programming CNC design for working machine in 5 axes - 1 pc., in conformity with Specification of requirement
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III. Specific conditions of the Agreement

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IV. PROCEDURE

IV.1) Applied procedure
Selection of the first 2(two) offers subject to the award criteria specified and the negotiation with the first 2(two) offerers with a view to improve their offer to be submitted for the final evaluation.
2) Applicable Law: Instructions for beneficiaries of co-financed projects within Sectoral Operational Program Economy Competitive Growth (POS CCE) - (SOPECG)

V. REQUIREMENTS FOR QUALIFICATION AND/OR SELECTION

V.1) The eligibility of the Bidder	
Declaration of eligibility <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	1. Bidder's Declaration on one's own responsibility regarding eligibility , to be filled in as per the model from awarding documentation. (Form no. 1)
Declaration regarding the failure to comply with one Law provision <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	Declaration to be filled in as per the model in section "Forms" from awarding documentation (Form no. 2) .
Tax Certificates (in original or authenticated copies) regarding compliance with exigible obligations for payment of taxes and charges to the state, including local ones, as well as of contribution to the state social security system, valid at offer opening date: <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	<p>a. Fiscal Registration Certificate regarding the payment of taxes and duties to the state, including contribution to state social security and supplementary pension, issued by the General Direction of Public Finance (for Romanian legal persons);</p> <p>b. Fiscal Certificate regarding the payment of local taxes and duties, issued by the City Hall (Local Council) (standard forms issued by the relevant authorities from bidder's country of residence)</p> <p>c. Foreign legal persons shall enclose certificates valid on the date when the offer is submitted, issued by the relevant authorities in bidder's country of residence, to certify that the economic operator had fulfilled its obligations to pay taxes and duties to the state budget, as well as the local taxes in accordance with the laws in force in the bidder's country of residence .</p> <p>For re-scheduled payments of the taxes and duties, the bidder shall submit the payments spread-out convention with proof documents (POs) to certify the payment of the relevant installments until offer opening date. The bidders to present fiscal registration certificates without re-scheduled debts may be excluded from the award procedure.</p>
Statement regarding Bidder's attendance in the procedure <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	Statement regarding Bidder's attendance in the award procedure, filled in as per model from the section "Forms" in the awarding documentation (Form no. 3) .
<p>The Bidders may be excluded from the award procedure in case of:</p> <p>1. Failure to submit three of the documents specified in Chap., para V.1.</p> <p>2. Failure to meet the exigible obligations to pay the taxes and duties to the state budget, including the local taxes, as well as the contributions to the state social security fund.</p>	

V.2) Capacity to perform the professional activity (registration)	
a) For Romanian bidders, legal or physical persons <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	a) Registration Certificate issued by the Trade Register Office or equivalent b) Registration Certificate issued by the Trade Register Office near the National or local Chamber of Commerce and Industry, showing that the company has the supply of the products required as its object of activity, in original or authenticated copy, or Authorization license/ permit and any other relevant document to prove belonging to the professional category required to fulfill the scope of the agreement. In case the Bidder fails to submit the required documents, the Bidder may be excluded from the award procedure.
b) For foreign Bidders, legal or physical persons: <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	Relevant documents to prove registration as legal person or professional registration/certification or belonging to such category.

V.3) Economic & Financial Situation	
Information regarding economic & financial situation <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	Balance Sheet at 31.12.2009 (or documents similar to balance sheet deemed legal and relevant in Bidder's country of residence), in copy, endorsed and registered by the relevant bodies, and any other legal relevant documents (annual reports), able to prove Bidder's economic & financial capacity.

V.4) Technical and/or Professional Capacity	
General information data sheet to include Bidder's bank account and the documents for approval, authorization and certification as well <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	Form no. 4 shall be filled in. The Bidders shall present the documents for approval, authorization and certification, regarding the distribution right for the software in Romania.
List of main experience activities during the last 3 years to check for similar experience in the field: <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	Form no. 5 shall be filled in. The list will include the main similar contracts during the last 3 years (2007, 2008, 2009).
Documents issued by accredited bodies, confirming the quality system certification. <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	Bidders will submit documents issued by accredited bodies, confirming the certification and the implementation of the quality management system in accordance with the requirements of standard SR-EN-ISO 9001:2001 (or equivalent) for the products offered. NOTE:

	* Certificates in the ISO series or similar are accepted regarding the implementation of a quality management system issued by international bodies.
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V.5. Standards for Labour Safety and Environment Protection

Labour standards and environmental protection <input checked="" type="checkbox"/> requested <input type="checkbox"/> not requested	A declaration on one's own responsibility will be filled in (Form no 6)
Failure to submit the documents specified in chapter V.3) - economic & financial situation and V.4) - Technical and / or professional capacity may cause to disqualify the bidders.	

VI. PRESENTATION OF THE OFFER

VI.1) Language of drafting the offer	The offer and qualification documents will be written in Romanian and / or English language.
VI. 2) Validity of the offer	The validity of the offer is 60 days from submitting date.
VI.3) Presentation of the technical proposal	The Bidder will prepare the Technical Proposal to meet the requirements in the specification, which are minimal requirements.
VI.4) Financial Proposal	The Contract price is firm and shall not change during the entire duration of the Contract performance .
Presentation of financial proposal	The Bidder shall submit the Financial Proposal for the products and services requested in the specification of requirements in Form no. 7.

VI.5) Presentation of the offer	<p>Address to submit the offer: SC AEROSTAR S.A., str.Condorilor nr 9, Bacau 600302, jud.Bacau, România</p> <p>The Bidder shall submit one set of originals: the offer and related documents, and one set of copies in a folder or brief.</p> <p>The original and the copy must be printed or written with non-erasable ink, all pages numbered and signed on each page by the duly authorized representative(s) of the Bidder in the procedure.</p> <p>The Bidder shall attach a list of the documents submitted. The Bidder shall seal the original and the copy each, in a separate envelope, marking them as "ORIGINAL" and "COPY", respectively.</p> <p>The qualification documents, the technical proposal and the</p>
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	<p>financial proposal shall be submitted in separate envelopes, properly marked as „QUALIFICATION DOCUMENTS“ (ORIGINAL) – (COPY), „FINANCIAL PROPOSAL“ (ORIGINAL) – (COPY) and „TECHNICAL PROPOSAL“ (ORIGINAL) – (COPY). The envelopes shall be introduced all into an outer non-transparent envelope, properly closed. The inside envelopes shall be marked with Bidder's name and address. The outer envelope shall be marked with Beneficiary's name and address, and the text "SELECTION of AQUISITION BIDS FOR SOFTWARE PACKAGES FOR MECHANICS AND PROGRAMING CNC DESIGN " / ATTENTION TO: DIRECTOR, LOGISTIC DIVISION - NOT TO OPEN BEFORE 30/06/2010, HOURS 15.00".</p> <p>Documents that accompany this offer:</p> <p>a. The bidder shall submit the Cover Letter in accordance with Form no. 8. The Cover Letter is attached to the outer envelope and shall be stamped with the date and hours when the bid is submitted.</p> <p>b. Each offer must be accompanied by a written power of attorney in which the signatory of the offer empowers the person to submit and represent the trader at the opening of the bids. Form no 9 shall be filled in.</p>
VI.6) Deadline to submit the Offer	The Offers can be send by post or submitted directly at beneficiary's head office until 30/06/2010 hours: 14.00 .
VI.7) Possibility to withdraw or modify the offer	<p>The Bidder has the right to modify or withdraw its offer only before the indicated deadline for submitting the offers subject to a written request to that effect.</p> <p>On the outer envelope the text "CHANGES" shall be marked.</p> <p>The offer sent/ submitted to a different address than the one specified in the invitation to bid or which is received by the Beneficiary after the deadline expires will be considered delayed and shall be returned unopened.</p>
VI.8) Opening of the Offers	<p>Date, time and place of opening of the offers: 30/06/2010 hours: 15:00, at SC AEROSTAR SA head office, Condorilor street no. 9, Bacau, code 600302</p> <p>Bidders' representatives are entitled to attend in the opening session.</p>

VII. AWARD CRITERIA

1. The Offer shall meet the conditions provided in the Specification of Requirements.
2. Lowest price for the Product

VIII. CONTRACT AWARD

VIII.1 Adjustment of contract price YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Contract price increase shall not be accepted.
VIII.2. Purchasing Agreement YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <input type="checkbox"/>	The Agreement General Terms & Conditions included in the award documentation shall be attached after being marked with bidder's identification data and endorsed on each page by the bidder's legal representatives for acceptance. Note: If the winning bidder fails to sign the contract under the terms and conditions provided, the beneficiary may execute the contract with the bidder having the immediately lower score, if the offer meets the requirements or may resume the procedure under the same conditions.

CHAPTER III. Specification of requirements



AEROSTAR S.A.

GRUP INDUSTRIAL AERONAUTIC-BACAU-ROMANIA

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Tel:+40.234.575 070; Fax:+40.234.572 023/572 259; Tlx: 21 339 aero r
e-mail:aerostar@aerostar.ro; Website:http://www.aerostar.ro

CAIET DE SARCINI / SPECIFICATION OF REQUIREMENTS

1.DEFINITII SI PRESCURTARI / DEFINITIONS & ABBREVIATIONS

Produs = software CAD/CAM

Product = CAD/CAM software

Producător = Societate comercială care produce software

Manufacturer = The company that produces software

Ofertant= Producător sau comerciant de software

Bidder= Manufacturer or software trading agent

Achizitor/Autoritate contractantă/Solicitant = S.C AEROSTAR S.A. BACAU

Purchaser / Contracting authority = S.C AEROSTAR S.A. BACAU

2.OBIECTUL PROCEDURII DE ACHIZITIE

2. The object of the acquisition procedure

Achiziția de produse, după cum urmează:

Acquisition of products, as follows:

Nr. crt. Item	Denumirea produsului Product Description	U/M M/U	Cantitate Q-ty	
1.	Pachet software pentru proiectare mecanica de piese si subansamble Software package for mechanical design of parts and subassemblies	Buc Pc.	1	
2.	Pachet software pentru proiectare mecanica si programare CNC pentru masini unelte in 3 axe Software package for mechanical design and CNC programming for 3- axes machine-tools	Buc Pc.	2	

3.	Pachet software pentru proiectare mecanica si programare CNC pentru masini unelte in 5 axe Software package for mechanical design and CNC programming for 5-axes machine-tools	Buc Pc.	1	
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3. MODUL DE PREZENTARE A OFERTEI TEHNICE

3. PRESENTATION OF TECHNICAL OFFER

Opis documente cuprinse în oferta tehnică List of documents included in the technical offer	
Fișă de prezentare a îndeplinirii cerințelor specificației tehnice Data sheet for presentation of the compliance with the technical specification requirements	Conform model As per model
Declarație prin care ofertantul confirmă îndeplinirea cerințelor din caietul de sarcini referitoare la instruirea personalului tehnic Bidder's Declaration confirming the compliance with the conditions in the specification of requirements related to training of technical personnel	
Catalog (pliant) de prezentare tipărit sau pe suport magnetic Presentation catalogue (brochure), printed or magnetic support	

Model Fișă de prezentare a îndeplinirii cerințelor specificației tehnice

Model data sheet for presentation of the compliance with the technical specification requirements

Cerință prevăzută în specificația tehnică Requirement provided in the technical specification	Caracteristică a produsului oferat Feature of the product offered	Document din care rezultă caracteristica produsului și pagina unde se regăsește * Document indicating the feature of the product and related page *
		* dacă caracteristica produsului nu se regăsește într-un catalog/pliant de prezentare al producătorului/furnizorului se va prezenta un document atașat separat în care, în mod expres se face referire la aceasta * if the feature of the product is not found in a catalogue/brochure of the producer/supplier, a separate document, attached, will be presented to make express reference to the respective feature

3.1 SPECIFICAȚIA TEHNICĂ

3.1 TECHNICAL SPECIFICATION

- Aplicația să fie intuitivă, cu o interfață facilă, ușor de învățat și folosit

The application should be intuitive, with a friendly interface, easy to learn and use

- Capabilitati de modelare parametrica tridimensionala a pieselor simple si cu suprafete complexe

Capabilities for tridimensional parametric modeling of simple parts and of parts with complex surfaces

- Capabilitati de creare de ansamblurilor

Capabilities to create assemblies

- Capabilitati de creare a desenelor de executie si de ansamblu

Capabilities to create execution drawings and assembly drawings

- Capabilitati de modelare poligonala a formelor complexe

Capabilities of polygon modeling of complex forms

- Capabilitati de import/export in formatele IGES, STEP, STL, CATIA V4 si CATIA V5

Capabilities to import/export in formats IGES, STEP, STL, CATIA V4 and CATIA V5

- Capabilitati de creare a cataloagelor de componente si functionalitati

Capabilities to create catalogues of components and functionalities

- Capabilitati de inginerie concurenta informativa pe acelasi model

Capabilities of informative concurrent engineering on the same model

- Capabilitati de generare a operatiilor de masinare prismatica 2,5 axe (pentru operatii axiale, conturare, poketing...)

Capabilities to generate prismatic machining operations 2.5 axes (for axial operations, contours, pocketing)

- Capabilitati de generare automata intr-un singur pas, a tuturor operatiilor de masinare prismatica si axiale pentru o piesa prin recunoasterea lor automata

Capabilities of automatic generation in a single step, of all prismatic machining and axial operations for a part by their automatic recognition

- Capabilitati de generare a operatiilor de masinare pentru suprafete complexe de 3 axe prin strategii specifice (inclusiv suport NURBS si HSM – High Speed Machining)

Capabilities to generate machining operations for 3-axis complex surfaces by specific strategies (including NURBS and HSM- High Speed Machining)

- Capabilitati de detectare a zonelor ramase de prelucrat in urma altor operatii de masinare

Capabilities to detect the areas remained to process after other machining operations

- Capabilitati de generare a operatiilor de masinare de 5 axe, pentru forme complexe folosind parametrii si strategii variate pentru controlul axei sculei

Capabilities to generate 5- axis machining operations, for complex forms using parameters and various strategies for controlling the tool axis

- Capabilitati de asociativitate intre geometria modelului 3D de prelucrat si a operatiilor de masinare care sa permita recalcularea acestora cand geometria se modifica

Associativity capabilities between the 3D geometry of the model to process and the machining operations, able to allow for their recalculation when the geometry changes

- Capabilitati de management al sculelor aschietoare in cataloage si apelarea lor inteligenta pentru operatiile si procesele de masinare

Capabilities for the management of the grinding tools based on catalogues and their smart selection for the machining operations and processes

- Capabilitati de automatizare/standardizare a proceselor de masinare prin organizarea in cataloage si aplicarea acestora pe modele 3D

Capabilities for automation/standardization of the machining processes by organization into catalogues and their application on 3D models

- Capabilitati de generare a traiectoriilor sculelor si verificarea complexa a acestora

Capabilities to generate the trajectories of the tools and their complex verification

- Capabilitati de editare manuala a traiectoriilor generate pentru situatii speciale

Capabilities for manual editing of the trajectories generated for special situations

- Capabilitati de simulare realistica a proceselor de masinare cu indepartarea de material

Capabilities of realistic simulation of the machining processes with removal of material

- Capabilitati de verificare vizuala a coliziunilor dintre piesa, scula (inclusiv port-scula) si dispozitive de prindere

Capabilities for visual verification of the collision between the part, tool (tool holder included) and gripping devices

- Capabilitati de verificare a restului de material dintre piesa de prelucrat si rezultatul procesului de masinare definit pe baza semifabricatului initial

Capabilities of verification of the remained material between the part to process and the result of the machining process defined based on the initial semifinished part

- Generarea facila, interactiva sau batch, a programelor NC (sursa APT, format ISO) pe baza proceselor de masinare definite

Easy generation, interactive or batch, of NC programmes (APT source, ISO format) based on the defined machining processes

- Capabilitati de generare a documentatiei tehnologice pentru procesele de masinare si posibilitatea de a personaliza acest format prin scripting

Capabilities to generate technological documentation for the machining processes and the possibility to personalize this format by scripting

- Capabilitati de management al tuturor documentelor tehnice si office intr-o baza de date securizata cu

acces controlat pe documente in functie de drepturi de utilizator si roluri pe proiect

Capabilities for the management of all technical and office documents in a secure data base with controlled access to the documents subject to user rights and roles in the project

- Integrarea managementului de date cu aplicatiile de proiectare si cele de birou, cu gestionarea reviziilor si cautarea si salvarea rapida a documentelor direct in baza de date

Integration of the data management with the design applications and office applications, with the control of the revisions and quick search and saving of the documents directly into the data base

- Capabilitati de vizualizare a documentelor diverse in aplicatia de management de date fara a avea instalata aplicatia nativa care a generat acele date

Capabilities to visualize various documents in the data management application without having the application of origin which had generated the respective data

- Posibilitate de extindere ulterioara a aplicatiei in vederea gestionarii listelor de componente si de materiale si integrarea cu aplicatii de tip ERP

Possibility for subsequent extension of the application to the management of the lists of components and materials and the integration with ERP-type applications

- Preluare integrala a structurilor si modelelor proiectate in CATIA (V4+V5) fara alterarea sau pierderea datelor din modelul initial . Intelegem prin aceasta, preluarea integrala si posibilitatea modificarii in modelul preluat a tuturor elementelor grafice dimensionale si a tolerantelor din modelul sursa proiectat in CATIA.

Full take-over of the structures and models designed in CATIA (V4+V5) without alteration or loss of data from the initial model. We understand by this, the integral take-over and the possibility to modify in the model taken-over of all the dimensional graphic elements and tolerances from the source model designed in CATIA

- Precizie de calcul in Kernel ≥ 19 digits (cifre)
Calculation accuracy in Kernel ≥ 19 digits

- Capabilitate de creare a suprafetelor libere clasa A .
Capability to create free surfaces class A

- Linia completa a familiei de programe CAD/CAM sa includa un foarte bun modul PDM/PLM (Product Life Management) astfel incit sa fie posibila completarea, in viitor, a liniei achizitionate cu un modul de acest tip.

The complete line of CAD/CAM programmes family should include a very good module PDM/PLM (Product Life Management) so that it may be possible in the future to add a module of this type to the line purchased

- Sa permita lucrul in modul « free modeling » a suprafetelor utilizate in constructia de aeronave, cu o precizie mai buna sau egala cu $1\ \mu\text{m}$.

To permit working in „free modeling” module of the surfaces used in the aircraft construction, with an accuracy better or equal with $1\ \mu\text{m}$

- Dimensiunea maxima a cubului in care se incadreaza "produsul" modelat in conditiile de mai sus, va fi $\geq 1.5 \text{ km}$
The maximum dimension of the cube which accommodates the „product” modeled in the conditions above will be $\geq 1.5 \text{ km}$
- Sa existe furnizor pentru scrierea postprocesoarelor necesare la tipurile de masini cu comanda numerica existente in Aerostar
Available supplier for the writing of the postprocessors required for the types on NC machines existing in Aerostar

3.2 CERINTE TEHNICE OBLIGATORII 3.2 MANDATORY TECHNICAL REQUIREMENTS

- integrarea produselor CAD in implementarea conceptului MBD;
integration of CAD products in the implementation of the MBD concept;
 - capabilitati de import/export in formatele IGES, STEP, STL, CATIA V4 si CATIA V5
capabilities to import/export in the IGES, STEP, STL, CATIA V4 and CATIA V5 formats
 - compatibilitate cu sistemele CMM (Coordinate Measuring Machine) si CMS (Coordinate Measuring System)
Compatibility with the CMM (Coordinate Measuring Machine) and CMS (Coordinate Measuring System) systems
 - asigurarea compatibilitatii cu clientii (Fokker, Gulfstream, Airbus, etc) ce utilizeaza modul de lucru MBD (Model Based Definition)
provide compatibility with the customers (Fokker, Gulfstream, Airbus, etc) which use the MBD (Model Based definition) work mode
 - preluare integrala a structurilor si modelelor proiectate in CATIA (V4+V5) fara alterarea sau pierderea datelor din modelul initial . Intelegem prin aceasta, preluarea integrala si posibilitatea modificarii in modelul preluat a tuturor elementelor grafice dimensionale si a tolerantelor din modelul sursa proiectat in CATIA
Full take-over of the structures and models designed in CATIA (V4+V5) without alteration or loss of data from the initial model. We understand by this, the integral take-over and the possibility to modify in the model taken-over of all the dimensional graphic elements and tolerances from the source model designed in CATIA
 - integrare in platforme e-business existente in lume in ipostazele:
 - de fabricant agreeat, cand clientul foloseste la proiectare o platforma de lucru si modificarile proiectului se efectueaza interactiv in aceiasi platforma.
 - de proiectant agreeat cand trebuie sa se participe la o piata de proiectare aerospatiala cu aceiasi platforma de lucru.
- Integration in e-business platforms existing around the world as an:
- approved manufacturer, when the customer uses for design a work platform and the modifications of the project are made on an interactive basis in the same platform;
 - approved designer when attending in an aerospace design marketplace with the same work platform;
 - posibilitate de extindere ulterioara a aplicatiei cu:

- capabilitati de generare rapid si eficient un model de element finit, calcule cinematice, simulari, optimizari pentru reperele din suprafete modelate.
- capabilitati de analiza de stress si vibratii pe ansambluri de repere cu scopul de a modela un produs de inalta calitate intr-un timp scurt.
- capabilitati de integrare cu sisteme de realizare intreprinderi digitale (virtuale), care implementeaza toate produsele cu softuri de proiectare pe platforme comune (in special in domeniul aerospacial).
- capabilitati de proiectare echipamente electrice si electronice cu asamblare hibrida (circuite si cablaje)
- capabilitati de trecere (partial pentru modele extrem de complexe) de la desenele 2D la modelul 3D.
- capabilitati de optimizare costuri (volum de munca, timp de modelare, etc)

- possibility of subsequent extension of the application with:

- capabilities of quick and efficient generation of a finite element model, cinematic calculations, simulations, optimizations for the parts in the modeled surfaces;
- capabilities for stress and vibrations analysis on assemblies of parts in the purpose to model a product of high quality in a short time;
- capabilities of integration with systems to perform digital (virtual) enterprises, which implement all the products with design software on common platforms (in aerospace, in special);
- capabilities to design electronic and electric equipment with hybrid assembly (circuits and wirings)
- capabilities to go (partly for extremely complex models) from 2D drawings to 3D model;
- capabilities to optimize costs (volume of work, modeling duration, etc)

4. LIVRARI, INSTALARI, ASISTENTA TEHNICA

4. DELIVERIES, INSTALLATIONS, TECHNICAL ASSISTANCE

- Ofertantul va livra obligatoriu toate componentele de la acelasi brand-name specificat in oferta, exceptiile vor fi facute cu acceptul Beneficiarului.

The Bidder shall deliver all the components from the same brand-name specified in the offer, exceptions can be made with the approval of the Beneficiary

- Ofertantul trebuie sa prezinte lista (nume, adresa, telefon) persoanelor fizice sau juridice abilitate sa asigure consultanta/asistenta tehnica/training pentru produsele contractate.

The Bidder must present the list (name, address, telephone) of the physical or legal persons empowered to provide consultance/ technical assistance/ training for the products under contract.

- Ofertantul trebuie sa asigure consultanta la cumparare cu personal inginerie de sistem, personal care trebuie sa-l faca cunoscut clientului.

The Bidder must provide consultance during the buying stage with system engineering personnel, personnel who should be brought to the customer's knowledge

- Ofertantul va face livrarea la sediul Beneficiarului unde asigura instalarea si punerea in functiune in prezenta inginerilor de sistem ai clientului, training, etc.

The bidder shall make the delivery at the Beneficiary's premises where the Bidder provides the installation and commissioning in the presence of the Customer's system engineers, training, etc

- Livrare obligatorie de documentatie tehnica, instalare, operare.

Mandatory delivery of the technical, installation, operation documentation

- Ofertantul livreaza pe baza de proces verbal de receptie, urmind ca apoi sa se emita factura si Certificat de calitate si garantie.

The Bidder delivers based on a receiving/acceptance minutes, while the invoice is issued afterwards, as well as the Quality and Warranty Certificate

5. GARANTII FIABILITATE

5. RELIABILITY GUARANTEE

- toate livrarile vor insoti factura cu Certificat de calitate si garantie si Aviz insotire.

All the deliveries will have the related invoice accompanied by quality and warranty certificate and by bill of lading.

6. CERTIFICARI

6. CERTIFICATIONS

- Ofertantul trebuie sa aibe certificari pentru toate produsele si sa le prezinte Beneficiarului.
- The bidder must have certifications for all the products and submit them to the Beneficiary
- In caz de necesitate Ofertantul aduce la sediul Beneficiarului pentru asistenta tehnica si consulting personal de specialitate din firma precum si direct de la firmele mama. (a se specifica astfel de persoane)
- In case of necessity, the Bidder brings at Beneficiary's premises speciliazed personnel from its company and directly from the mother companies for technical assistance and consultancy (such persons will be specified)

7. CONSULTANTA SI ASISTENTA TEHNICA

7. CONSULTANCE AND TECHNICAL ASSISTANCE

- Ofertantul trebuie sa aibe specialisti (se solicita numele acestora) care sa asigure consultanta si asistenta pentru produsele livrate,informind lunar sau ori de cate ori cere Solicitantul noutatile in tehnologie recent aparute.

The Bidder must have specialists (their name is requested) to provide consultancy and assistance for the products delivered, informing on a monthly basis or whenever it is requested in connection with the novelties of the recent technological evolutions.

Receptia cantitativa si calitativa constand in conformitate cu caietul de sarcini va fi facuta la sediul **Solicitantului** semnandu-se un proces verbal de receptie si punere in functiune a produselor informatice.

The quantity and quality receiving inspection in compliance with the specification of requirements will be made at the premises of the requesting entity and a minutes for acceptance and commissioning of the IT products will be signed.

8. VALABILITATEA OFERTEI

8. OFFER VALIDITY

Oferta nu este valabila daca:

The offer is not valid if:

8.1. **Ofertantul** nu specifica in mod univoc pretul in oferta, sau leaga / asociaza pretul oferit de el de pretul altui ofertant sau altor conditii;

8.1 The Bidder does not univocally specifies the price in the offer or if he connects/associates the price offered to the price of another bidder or to other conditions;

Clauze contractuale generale

1. OBIECTUL CONTRACTULUI

VANZATORUL va furniza **CUMPARATORULUI**, produsul : cu specificatiile tehnice mentionate in Anexa 1.

2. PRETURI

2.1. Valoarea totala a contractului este de :.....EUR . Vanzatorul garanteaza ca pretul total al contractului acopera costul tuturor activitatilor aflate in responsabilitatea Vanzatorului pentru realizarea tuturor cerintelor stipulate in acest contract.

2.2. Preturile mentionate sunt ferme si fixe, nerevizuibile si valide pe toata durata contractului

3. LIVRAREA

3.1. Toate bunurile vor fi livrate la sediul SC AEROSTAR SA, Bacau, Romania

3.2. Livrarea se va face, in maxim saptamani de la semnarea contractului.

3.3. Bunurile vor fi insotite de urmatoarele documente:

- a) Lista de impachetare
- b) Certificat de conformitate
- c) Facturi
- d) Etichetele de identificare, acolo unde sunt necesare
- e) Alte documente aditionale, care pot fi cerute din cand in cand de catre Autoritatile din tara Cumparatorului in astfel de practici comerciale.

3.4 Vanzatorul va avea dreptul de a livra bunurile mai devreme de data de livrare stabilita doar cu acordul prealabil al Cumparatorului.

3.5. In cazul in care din vina Vanzatorului intervine o intirziere in livrarea bunului, peste data de livrare stabilita, Vanzatorul va plati Cumparatorului o penalitate de 0,1% pe zi din pretul produsului intirziat ce se va calcula dupa 15 zile de la data de livrare, considerata ca perioada de gratie, pana in momentul livrarii produsului. Vanzatorul va plati Cumparatorului penalitatea in 10 zile de la primirea facturii emise de Cumparator

4. TERMENE DE PLATA

4.1. Platile aferente fiecarei livrari vor fi efectuate la 60 de zile de la data de livrarii si primirea urmatoarelor documente:

- Factura fiscala
- Lista de impachetare
- Certificat de calitate emis de producator
- Certificat de Conformitate (CoC)
- Raportul de punere in functiune semnat de parti

4.2. Toate platile, datorate de Cumparator Vanzatorului ca urmare a acestui Contract vor fi efectuate in RON, la cursul BNR valabil din ziua platii, in contul Vanzatorului la banca acestuia :

4.3. Cumparatorul va suporta toate taxele, obligatiile, onorariile, accizele, costurile si alte impuneri care pot fi impuse acum sau mai tirziu in Romania.

4.4. Vinzatorul va suporta toate taxele, obligatiile, onorariile, accizele, costurile si alte impuneri care pot fi impuse acum sau mai tirziu in tara Vinzatorului sau in tarile subcontractantilor Vinzatorului sau in oricare altele din partile implicate.

5. RECEPTIE

Conform cerinte Anexa 1.

6. INSTRUIREA

Conform cerinte Anexa 1.

7. INSTALAREA

7.1. Instalarea si punerea in functiune se va face de catre reprezentantul Vanzatorului. La finalizarea punerii in functiune va fi semnat de catre parti un raport de acceptare finala.

7.2. Instalarea va incepe la o data care urmeaza sa fie convenita de catre ambele parti, dar nu mai tarziu de 15 zile de la data livrarii.

8. GARANTIA

8.1. Fara sa se abata de la responsabilitate Vanzatorul respecta acest contract si sub rezerva prevederilor prezentate mai jos, Vanzatorul garanteaza prin prezentul ca toate bunurile livrate in baza acestui Contract sunt adecvate scopului urmarit.

8.2. Limitele garantiei

În timpul perioadei de garantie inginerii Vanzatorului sau Agentul său în România vor asigura suport tehnic gratuit pentru furniturile livrate, dacă acestea nu funcționează

9. SERVICII DE POST GARANTIE

9.1. După expirarea perioadei de garantie, Vânzătorul va furniza Cumparatorului servicii / suport tehnic post-garantie la prețurile aplicate in momentul când serviciile vor fi furnizate, pentru o perioada de minim 5 ani.

10. CONDITII SI MODUL DE ASIGURARE A ASISTENTEI TEHNICE DE URGENTA

10.1. Conform cerinte Anexa 1.

11. RASPUNDEREA ANGAJATILOR IN CAZUL IN CARE PRODUC

DAUNE

11.1. Fiecare parte trebuie sa fie raspunzatoare de toate si orice daune, prejudicii si/sau pierderi care apar sau sunt cauzate de proprii angajati, reprezentanti sau persoane desemnate, sau de bunurile acestora, care se produc ca rezultat al executarii acestui Contract de catre oricare din parti, fie la sediul propriu, la sediul celeilalte parti sau la sediul Cumparatorului.

12. BREVETE SI ALTE DREPTURI DE PROPRIETATE INDUSTRIALA

12.1. Preturile mentionate in prezentul contract se considera ca includ toate obligatiile de plata pentru utilizarea brevetelor, drepturi de autor, taxe legale, marci comerciale si plati pentru orice alte drepturi de proprietate industriala.

12.2. Vinzatorul va despagubi Cumparatorul impotriva oricaror plingeri din partea unor terte parti in orice moment ca urmare a incalcarii oricarui drept, sau a tuturor drepturilor mentionate la paragrafele anterioare, indiferent daca aceste pretentii apar in legatura cu fabricatia sau cu utilizarea.

13. MODIFICARI

13.1 Exceptand cele prevazute aici, acest Contract, inclusiv prevederile referitoare la cantitatile si denumirile Bunurilor si Serviciilor comandate, poate fi modificat din cind in cind numai prin instrumente bilaterale, in scris si semnate de reprezentantii oficiali ai partilor.

14. FORTA MAJORA

14.1. Partile sunt de acord ca in cazul producerii unor evenimente foarte severe, absolut imperceptibile si neasteptate, cum ar fi epidemii, incendiu, vreme deosebit de aspra, inundatii sau orice alte perturbatii naturale neobisnuite, calamitati naturale, acte divine, actiuni ale dusmanului public, orice revolte civile, rascoale, embargo, blocade, insurectii sau ostilitati, restrictii datorate carantinei, dar care nu se limiteaza la evenimentele care apar dupa incheierea Contractului si afecteaza sau fac ca una sau ambele parti sa nu reuseasca sa realizeze Contractul, ori sa aiba ca rezultat faptul ca executarea Contractului de catre importator este impiedicata de aparitia evenimentului de forta majora, ceea ce duce la scutirea imediata de responsabilitate a partii care invoca existenta unei situatii de forta majora.

14.2. Partea care nu poate sa-si indeplineasca obligatiile contractuale la timp din cauza evenimentului de forta majora trebuie sa anunte cealalta parte in termen de 4 (patru) zile lucratoare de faptul ca a devenit constienta de aparitia unui astfel de eveniment si de a dovedi evenimentul de forta majora, in termen de cel mult 14 zile (calendaristice). De asemenea are obligatia de a comunica data incetarii cazului de forta majora in termen de 4 zile calendaristice.

14.3. Daca evenimentul continua pentru o perioada mai mare de 3 luni, partile se vor intilni intr-un termen de cel mult 10 (zece) zile calendaristice de la expirarea acestei perioade, pentru a conveni asupra modului de continuare, modificare sau reziliere a Contractului.

14.4. In cazul in care, pentru cazurile de forta majora, Autoritatea de Management decide rezilierea contractului de finantare, atunci Cumparatorul va avea dreptul rezilierii contractului de achizitie cu Vinzatorul

14.5. In cazul in care partea afectata de evenimentul de forta majora, nu incearca sa anunte

cealalta parte, atunci ea va fi raspunzatoare pentru daunele produse din cauza ca nu a anuntat cealalta parte, exceptind situatia in care aceasta instiintare nu a fost realizata din cauza unui motiv scuzabil.

15. DISPUTE, ARBITRAJ SI LEGEA APLICABILĂ

15.1. Drepturile si masurile corective ale partilor sub acest Contract vor fi guvernate, iar acest Contract va fi interpretat, explicat si executat in concordanta cu legile comerciale si civile Romane

15.2. Daca o disputa apare sub sau in relatie cu acest Contract, partile vor face eforturi sa rezolve aceasta disputa pe cale amiabila. Daca o rezolvare amiabila de acest tip va esua, toate disputele aparute in relatie cu acest contract vor fi rezolvate sub Regulile de Arbitraj ale Camerei de Comert a Romaniei - Bucuresti, de catre trei arbitranti numiti in concordanta cu Regulile respective

15.3. Locatia arbitrajului va fi Bucuresti, Romania. Procedurile vor fi confidentiale iar limba arbitrajului va fi romana.

Prezentul contract se redactează în 2 (două) exemplare originale, 1 (unu) pentru fiecare parte.

Anexele specificate mai jos sunt parte a acestui contract:

Anexa nr.1 – Specificatii tehnice

CUMPARATOR

VANZATOR:

General Terms and Conditions

1. THE PURPOSE OF THE CONTRACT

The Seller will provide the Buyer, the product:according with the technical specifications as described in the Annex 1.

2. PRICES

2.1 The total Contract price is: Seller warrants that the Total Contract Price covers the cost of all activities, within Seller's responsibility, in order to meet all requirements stipulated in the Contract.

2.2 The prices are firm and fixed, not revisable and valid on the whole performance of this Contract.

3. DELIVERY

3.1. All the Supplies will be delivered at the headquarter SC AEROSTAR SA, Bacau, Romania.

3.2. The delivery will be made in maximum weeks after signing the contract.

3.3. The Supplies will be accompanied by the following documents:

- a) Packing List
- b) Seller's Certificate of Conformity(COC)
- c) Invoices
- d) Identification Tags (Labels) where necessary.
- e) Such additional documents as may be required from time to time by the Buyer's authorities provided such documents are used in normal commercial practice.

3.4. Seller shall have the right to deliver Supplies in advance of Schedule only having the prior written consent of the Buyer.

3.5. In the event that, owing to the acts or defaults of Seller, a delay occurs in the Delivery of the Supplies, beyond the scheduled date for such Delivery, Seller will pay Buyer a penalty at the rate of 0.1% per day of the price of the delayed Supplies for each day of delay exceeding 15 days as a grace period for delivery, thereafter until delivery takes place(the "Penalty"). The Seller will pay the Penalty to Buyer within ten (10) days of receipt of Buyer's respective invoice.

4. PAYMENT TERMS

4.1. Payments related to each delivery will be made after at 60(sixty) days after delivery date and receiving of the following documents:

- Invoice
- Packing List
- Quality Certificate emitted by the Manufacturer

- Seller's Certificate of Conformity (CoC)
- Final acceptance report signed by the parties

4.2. All payments, owned by the Buyer to the Seller in accordance with this Contract, will be made in RON, at the BNR Bank available form payment day, in the Seller's account, at Seller's Bank.....

4.3. The Buyer shall pay all taxes, duties, fees, excise duties, costs and other charges that could be imposed now or later in Romania.

4.4. The Buyer shall pay all taxes, duties, fees, excise duties, costs and other charges that could be imposed now or later in the Seller's country or in Seller's subcontractors countries or in any other of the parties involved.

5. RECEPTION

According to the specification of requirements.

6. TRAINING

According to the specification of requirements.

7. INSTALLATION

7.1. The installation and commissioning. will be done by the Seller representatives. An final acceptance report will be signed by the parties, after successful finalization of the activities.

7.2. The Installation shall start at a date to be mutually agreed by the Buyer and the Seller, but not later than 15 days from the delivery date.

8. WARRANTY

8.1. Without derogating from Seller's responsibility to meet this Contract and subject to the provisions set forth below, the Seller hereby warrants that all items of the Supplies delivered under this Contract shall be fit their intended purpose.

8.2. Warranty limits:

During this period the Seller's engineers or its agent in Romania shall repair the product if it fails or does not perform to specifications.

9. POST WARRANTY SERVICE

9.1. After the end of the Guarantee period, the Seller shall provide the Buyer with post guarantee service at the rates and prices applicable at such time when the service would be supplied, for a minimum of 5 (five) years.

10. CONDITIONS AND METHODS OF EMERGENCY TECHNICAL ASSISTANCE SERVICES

10.1. According to the specification of requirements.

11. LIABILITY FOR DAMAGES TO EMPLOYEES

11.1. Each party shall be responsible for all and any damages, injuries and/or losses occurring to or incurred by its own employees, agents or assigns or their property arising as a result of performance of any part of this Contract whether on their own premises, the premises of the other party or of the Buyer.

12. PATENTS AND OTHER INDUSTRIAL PROPRIETARY RIGHTS

12.1. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trade marks and payments for any other industrial property right.

12.2. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

13. CHANGES

13.1. Except as provided herein, this Contract, including provisions dealing with quantities and descriptions of Supplies and Services ordered, may be amended from time to time only by bilateral instruments in writing signed by duly authorized representatives of Buyer and Seller.

14. FORCE MAJEURE

14.1. The parties agree that any extreme, absolute invisible and unforeseen event like epidemics, fire, unusually severe weather, flood or any other extraordinary natural disturbance, acts of God, acts of Public enemy, any civil commotion, riots, embargo, blockade, insurrection or hostilities, restrictions due to quarantines, but not limited to which occurring after the conclusion of Contract and affect or make one or both Parties to fail the performance of the Contract, or to have as result importer performance is Force Majeure event with immediate result exoneration of the responsibility of the Party asking for.

14.2. Party whose performance will be delayed by such events shall notify the other within 4 (four) working days of its becoming aware of the occurrence of such event and to prove the occurrence of Force Majeure, in no more than 14 (fourteen) calendar days. In the same time, that Party have the obligation to communicate the cessation of the Force Majeure within 4 (four) calendar days.

14.3. If the event continues for a period in excess of 3 (three) months, the parties will meet within 10 (ten) calendar days from the end of this period, in order to agree on continuation, suspension or termination of the Contract.

14.4. In the event that, for Force Majeure reasons, the Management Authority decide the financing contract cancellation, in such case the Buyer is entitled to cancel the purchasing contract with the Seller

14.5. In case the Party having Force Majeure does not undertake to inform the other Party, than he is responsible for the damages as the result of not notifying the other one, except for the case that this notification was unfulfilled by an exonerating fact.

15. DISPUTES, ARBITRATION AND APPLICABLE LAW

15.1. The rights and remedies of the Parties under this Contract shall be governed by and this Contract shall be interpreted, construed and performed according to Romanian commercial and civil law

15.2. If a dispute arises under or in connection with this Contract, the parties will make their best efforts to resolve such dispute amicably. Failing such amicable resolution all disputes arising in connection with this Contract shall be finally settled under the Rules of Arbitration of the Romanian Chamber of Commerce-Bucharest, by three arbitrators appointed in accordance with said Rules

15.3. The place of arbitration will be Bucharest, Romania. The proceedings will be confidential and the language of the arbitration will be Romanian.

This contract is made in 2 (two) originals, one for each party.

The annexes listed below are part of this contract.

Annex 1 - Technical Specifications

BUYER:

SELLER: