



Str. Condorilor nr.9, Bacau 600 302; Inmatriculat cu nr: J04/1137/1991-R.C.Bacau;  
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No : 21190

Date : 05/05/2010

### **AWARDING DOCUMENTATION**

for acquisition awarding contract for

„ HANGAR METAL KIT ”

### **DOCUMENTS LIST**

- Chapter I. Bidding Data Sheet (7 pages)
- Chapter II. Forms (11 pages)
- Chapter III. Specification of Requirements (8 pages)
- Chapter IV. General **Terms & Conditions** (9 pages)

Note: Awarding documentation is available both in Romanian and English. In case of any discrepancy between some terms the Romanian version will prevail.

## Section I BIDDING DATA SHEET

### I.a. BENEFICIARY

Denomination: <b>SC AEROSTAR SA, Bacau</b>		
Addressa: 9 Condorilor street, 600302, Bacau, Romania		
City: Bacau	Postal code: 600302	Contry: Romania
Contact Person: Purchasing Department Attn: <b>Ms. Roliana BORDEIANU</b>	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"/> To address above mentioned <input type="checkbox"/> other: ( address / fax )
Deadline for receipt of requests of clarifications: <b>28/05/2010</b> 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: <b>02/06/2010</b>	

### I.c. SOURCES OF FINANCE

Project / programme financed from company funds and comunitary source within Sectorial Operational Programme "Increase of Economic Competitiveness " (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: „ <b>Acquisition of HANGAR METAL KIT</b> ”		
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"/>
Execution <input type="checkbox"/> Design and execution <input type="checkbox"/> Performance by any means as per requirements specified by the Beneficiary <input type="checkbox"/>	<b>Buy</b> <input checked="" type="checkbox"/> Leasing <input type="checkbox"/> Rent <input type="checkbox"/> Purchasing <input type="checkbox"/> <u>in installments</u> <input type="checkbox"/>	Category of services to be provided:
Main place of work:	Main place of delivery : - <b>to beneficiary headquarter</b> <b>SC AEROSTAR SA, Bacau Romania</b>	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, pls see 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 : „ <b>1 (one) Hangar metal kit ” (with hangar door included)</b> according to the Specification of Requirements.
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### III. Specific conditions of the Agreement

Not applicable
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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 Competitvity Growth (POS CCE) - (SOPECG)

## V. REQUIREMENTS FOR QUALIFICATION AND/OR SELECTION

<b>V.1) The eligibility of the Bidder</b>	
Declaration of eligibility <input checked="" type="checkbox"/> <b>request ed</b> <input type="checkbox"/> <b>unrequested</b>	<b>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)</b>
Declaration regarding the failure to comply with one Law provision <input checked="" type="checkbox"/> <b>request ed</b> <input type="checkbox"/> <b>unrequested</b>	Declaration to be filled in as per the model in section "Forms" from awarding documentation <b>(Form no. 2).</b>
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"/> <b>requested</b> <input type="checkbox"/> <b>unrequest</b>	<b>Mandatory Requirements:</b> 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); 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) 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 . 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.
Statement regarding Bidder's attendance in the procedure <input checked="" type="checkbox"/> <b>requested</b> <input type="checkbox"/> <b>unrequest</b>	Statement regarding Bidder's attendance in the award procedure, filled in as per model from the section "Forms" in the awarding documentation <b>(Form no. 3).</b>
<b>The Bidders may be excluded from the award procedure in case of:</b> <b>1. Failure to submit one of the documents specified in Chap., para V.1.</b> <b>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.</b> <b>3. Bankruptcy or winding-up, its business is under receivership or its commercial operations are suspended or are under an arrangement with the creditors or in a situation similar to previous ones, as provided by law.</b> <b>4. Failure to meet or deficient performance of the contractual obligations, in the last 2 years, for reasons in Bidder's charge, which caused or can bring serious harm to its beneficiaries.</b>	



<b>V.2) Capacity to perform the professional activity (registration)</b>	
a) For Romanian bidders, legal or physical persons  <input checked="" type="checkbox"/> <b>requested</b> <input type="checkbox"/> <b>unrequested</b>	Mandatory Requirement: 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 licence/ permit and any other relevant document to prove belonging to the professional category required to fulfil 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"/> <b>requested</b> <input type="checkbox"/> <b>unrequested</b>	Relevant documents to prove registration as legal person or professional registration/certification or belonging to such category.

<b>V.3) Economic &amp; Financial Situation</b>	
Information regarding economic & financial situation <input checked="" type="checkbox"/> <b>requested</b> <input type="checkbox"/> <b>unrequested</b>	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.

<b>V.4) Technical and/or Professional Capacity</b>	
General information data sheet to include Bidder's bank account as well <input checked="" type="checkbox"/> <b>requested</b> <input type="checkbox"/> <b>unrequested</b>	<b>Form no. 4 shall be filled in.</b>
List of main experience activities during the last 3 years to check for similar experience in the field: <input checked="" type="checkbox"/> <b>requested</b> <input type="checkbox"/> <b>unrequested</b>	<b>Form no. 5 shall be filled in.</b> The list will include the main similar contracts during the last 3 years (2007, 2008, 2009). Bidders may be excluded if the amount of the agreements for the delivery of similar products, aggregate for the last 3 (three) years, is less than Euro (40 million) 40,000,000 .
Documents issued by accredited bodies, confirming the quality system certification. <input checked="" type="checkbox"/> <b>requested</b> <input type="checkbox"/> <b>unrequested</b>	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. <b>NOTE:</b> * 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"/> <b>requested</b> <input type="checkbox"/> <b>unrequested</b>	A declaration on one's own responsibility will be filled in as per the specification of requirements specification, paragraph 11.5 (Form 6)
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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 bidder.  
Failure to submit more than 3 of the documents required by the awarding data sheet causes the disqualification of the bidder.

#### 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 <b>technical proposal</b>	The Bidder will prepare <b>the Technical proposal</b> 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 <b>financial proposal</b>	The Bidder shall submit the financial proposal for the products and services requested in the specification of requirements in Form no. 7, in delivery conditions DDU and Ex Works, as per Incoterms 2000. <b>Partial payments will be permitted for partial deliveries subject to prior approval by the beneficiary.</b>

VI.5) Presentation of the offer	<b>Address to submit the offer:</b> <b>SC AEROSTAR S.A., str.Condorilor nr 9,</b> <b>Bacau 600302, jud.Bacau, România</b> The Bidder shall submit one set of originals: the offer and related documents, and one set of copies in a folder or brief. 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. The Bidder shall attach a list of the documents submitted. The Bidder shall seal the original and the copy each, in a
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	<p>separate envelope, marking them as "ORIGINAL" and "COPY", respectively.</p> <p>The qualification documents, the technical proposal and the 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 HANGAR METAL KIT" /ATTENTION TO: DIRECTOR, LOGISTIC DIVISION - NOT TO OPEN BEFORE 08/06/2010, HOUR 15.00".</p> <p><b>Documents that accompany this offer:</b></p> <p>a. The bidder shall submit the Cover Letter in accordance with <b>Form no. 8</b>. 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. <b>Form no 9</b> 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 headoffice until <b>08/06/2010 time: 14.00</b> .
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.7) Opening of the Offers	<p>Date, time and place of opening of the offers: <b>08/06/2010 hours: 15:00</b>, at the SC AEROSTAR SA headoffice, 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 delivery of "1 (one) Hangar Metal Kit (main hangar door included) in the delivery condition DDU Bacau

## VIII. CONTRACT AWARD

<p>VIII.1 Adjustment of contract price          YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>	<p>Contract price increase shall not be accepted.</p>
<p>VIII.2. Performance Bond          YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>	<p>a. The performance bond required: 5% of the contract value to be awarded, excluding VAT.          The performance bond will be set up within 5 days after signing the contract.          b. Accepted method to set up the performance bond :          b.1. Letter of bank guarantee as performance bond;          b.2. Withholding from the amount owed. In such a case, the offerer is required to open a bank account at the disposition of the Beneficiary, at a bank approved by both sides,          c. The performance bond will be reimbursed as follows:          c.1 The beneficiary has the obligation to return the performance bond within 14 days after the final acceptance document is signed unless any claims were made against it.</p>
<p>VIII.3. Purchasing Agreement          YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>	<p>The General Terms 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.</p> <p>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.</p>

## CHAPTER II

### **FORMS**

Chapter II contains the forms intended, on the one hand, to facilitate the preparation and presentation of the offer and of the related documents and, on the other hand, to allow to the evaluation committee the quick and correct examination and evaluation of all bids submitted.

Each bidder, participating individually or as a partner, in the contract award procedure has the obligation to present the forms provided in this chapter, properly filled in and signed by the duly authorized persons.

BIDDER

.....  
(name)

**DECLARATION OF ELIGIBILITY**

1. The undersigned ....., duly authorized representative of .....(Name and location / address of economic operator), I hereby declare on my own responsibility , under sanction to be excluded from the acquisition procedure, that in the past 5 (five) years I have not been convicted by final decision of a court for participation in activities of criminal organizations, corruption, fraud and/or money laundering.

2. The undersigned, I hereby certify that the information provided are complete and correct in every detail and I understand that the Beneficiary /( contracting authority) is entitled to request, with a view to the verification and confirmation of the declarations, statements and documents accompanying the offer, any additional information regarding our eligibility and experience, competence & expertise and resources at our disposal.

3. The undersigned, I hereby authorize any institution, commercial company, bank, other legal entities, to provide information to the authorized representatives of the beneficiary SC AEROSTAR SA, of 9 Condorilor street, Bacau, Romania, regarding any technical and financial aspect with reference to our activity.

4. This statement is available until the date .. ... (to specify  
expiry date of the bid validity period).

Date .....

Company

... ..  
(Authorized signature)

Bidder

\_\_\_\_\_  
(description/name)

**STATEMENT**  
**regarding failure to comply with one of the situations provided by the Romanian law in force**

The undersigned, .....(name of the economic operator), as a bidder participating in the award procedure for the purchasing agreement for ..... (product name), at the date.....(day/month/year) organized by SC AEROSTAR SA, no. 9 Condorilor street, Bacau, Romania, I hereby declare on my own responsibility:

a) I am not in a bankruptcy or liquidation situation, my business is not under the administration of a judiciary receiver or my commercial activities are not suspended and are not subject to an arrangement with the creditors. Also, they are not in a situation such as previously described, provided by law.

b) I am not under the legal proceedings for my declaration as in a situation provided at paragraph a) above

c) I fulfilled my payment obligations regarding the taxes, duties and social security contributions to the budgets components of the general consolidated budget in accordance with the laws in force in Romania or in the country of residence as by the reference date requested.

d) in the past two years I fulfilled my contractual obligation and did not harm our beneficiaries irrespective of the funding for these contracts.

e) in the past three years I was not sentenced by the final decision of a court for an act to denote professional misconduct or for error in a professional subject matter.

The undersigned, I hereby declare that the information provided is complete and correct in every detail and understand that the beneficiary is entitled to request, with a view to the verification and confirmation of my declarations, any documents / evidence which I have available.

I understand that unless this statement is true and conforming with reality, I am liable for the infringement of the criminal law regarding false statements.

Company,  
.....  
(Authorized signature)

Company

\_\_\_\_\_  
(denomination/name)

### DECLARATION

#### Regarding the status of Bidder in the award procedure

1. The undersigned, ... .., duly authorized representative of ... .. (company name), I hereby declare on my own responsibility, under sanction applicable to false public documents, that the procedure for awarding the purchasing agreement .....( specify procedure) , with the object ..... (Name of product), on ..... (Day / month / year), organized by SC AEROSTAR SA of Str Condorilor no. 9, Bacau, Bacau County, I participate and submit the bid:  
☐ in my own name;  
☐ as member of the association/partnership .....;  
☐ as a subcontractor of .....;  
 (Tick as appropriate)
2. The undersigned, I hereby declare that:  
☐ I am not a member of any group or business network;  
☐ I am a member of the group or network, with the identification data list/sheet herein attached.  
 (Tick as appropriate)
3. The undersigned, I hereby declare that I will immediately notify the Beneficiary if changes occur in this statement at any moment during the process of the contract award procedure , or if we are awarded the contract, during the performance of the purchasing agreement.
4. Also, I hereby declare that the information provided is complete and correct in every detail and understand that the beneficiary is entitled to request, to verify and confirm the declarations, statements and documents accompanying the bid, any additional information with a view to the verification of the data in this statement herein.
5. The undersigned, I hereby authorize any institution, company, bank or other legal persons authorized representatives to provide information SC AEROSTAR SA, str Condorilor no. 9, Bacau, Bacau County, on any financial and technical issues related to our work.

Company,

.....  
(Authorized signature)



Company

.....  
(denomination/name)

**GENERAL INFORMATION**

1. Company Denomination/name:
2. Fiscal code:
3. Head office address:
4. Phone:  
Fax:  
Tel:  
E-mail:
5. Account .....Open with  
.....
6. If the Company is Registered as S.M.E. company  
.....
7. Registration certificate.....  
(number, date and place of registration)
8. Object of activity, on fields.....  
( in accordance with company by-laws )
9. Offices of local branches/subsidiaries, if applicable:.....  
( addresses, phone/fax , registration certificates)
10. Main business market:

Date \_\_\_\_\_

Bidder,  
.....  
(authorized signature)

Company

\_\_\_\_\_  
(denomination/name)

**DECLARATION  
REGARDING THE LIST OF MAIN ACTIVITIES DELIVERED IN THE PAST 3  
YEARS**

The undersigned ..... , duly authorized representative of ..... (Name and location / address of applicant / bidder), I hereby declare on my own responsibility, under sanction applicable to false public documents, that the data in the attached table are real.

The undersigned, I hereby declare that the information provided is complete and correct in every detail and understand that the beneficiary is entitled to request, with a view to verify and confirm the declarations, statements and documents accompanying the bid, any additional information in order to verify the data in this statement herein.

The undersigned, I hereby authorize any institution, company, bank or other legal persons to provide information to the duly authorized representatives of ..... (Name and address of the contracting authority) with reference to any technical and financial aspect related to our activity.

Company,

.....  
(Authorized signature)

Item	Object of the contract	Beneficiary denomination/name	Total Contract Value	Percentage fulfilled by provider (%)	Time period for contract performance *)
1					
2					
3					

Company,

.....  
(Authorized signature)

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\*) Specify start and completion date of the contract.

Company

\_\_\_\_\_  
(denumirea/numele)

**DECLARATION  
ON COMPLIANCE WITH LABOUR SAFETY AND ENVIRONMENTAL PROTECTION  
REGULATIONS**

1. The undersigned ... .. , duly authorized representative of ... .. (company name), I hereby declare on my own responsibility that, when I prepared the offer, I have taken into account the obligations related to the labour safety and protection, as well as the rules on environmental protection specified in the award procedure documentation and in the specification of the requirements.

2. The undersigned, I hereby declare that if our offer is declared winner and we are awarded the contract, we shall fully comply with the above rules. In this sense, I understand that the beneficiary is entitled to request, with a view to the verification and confirmation of my declarations, any documents/evidence which I have available.

Date

... ..

Company ,

.....  
(Authorized signature)

BIDDER

\_\_\_\_\_  
(denumirea/numele)

**OFFER FORM**

To:

SC AEROSTAR SA, Str Condorilor no. 9, Bacau, Bacau County

Sirs,

1. After examination of the award procedure documentation for the "Acquisition of one Hangar Metal Kit" No 21190 / 05.05.2010, the undersigned, duly authorized representatives \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Bidder \_\_\_\_\_ (bidder name), we offer to supply :

**ONE HANGAR METAL KIT SET (MAIN HANGAR door included), and the related Technical Documentation** in accordance with the provisions and requirements described in the above documentation

> \_\_\_\_\_ against the amount of Euro, without VAT, in the delivery condition DDU Bacau

(Amount in words and figures)

, Or.

> \_\_\_\_\_ For the amount of Euro, without VAT, in the delivery condition EXWORKS

(Amount in words and figures)

2. We undertake, if our bid is successful, to supply the products and the technical project in compliance with the specification of requirements, as follows:

2.1. Technical project within 7 days from contract signature

2.2. Hangar metal kit within not more than 12 months after contract signature.

3. We undertake to keep this offer valid for a period of \_60 (sixty) days, i.e. until \_\_\_\_\_, and it will remain binding for us

(Day / month / year)

and can be accepted anytime before the expiry of its validity.

4. Pending the conclusion and signing of the purchase agreement , this offer, together with the notification by which it is declared winning bid, such offer is a binding contract for us.

5. We understand and agree that, if our offer is set to be the winning one:

- a. to sign the purchase contract within 15 days after notice of award of procurement contract.
- b. to set up a performance bond in accordance with the provisions of the award procedure documentation

6. We understand that you are not forced to accept the lowest price bid or any other bid which you may get .

7. Examining the specification of the requirements, the prices for optional purchase of the beneficiary are:

- 1. full price for technical assistance by one specialist in Romania for one week \_\_\_\_\_;

Date:

Company  
.....  
(authorized signature)

**COVER LETTER**

Bidder

Registered at beneficiary's headoffice

.....

nr. .... /

.....

(denumirea/numele)

Following the Notice published in ----- regarding the award procedure for the acquisition of a .....

We, ....., hereby enclose the following:

- pack sealed and marked visibly, containing an original and a number of ----- copies of:
- offer
- documentation accompanying the offer

Bidder

... ..

(Authorized signature)

Company

\_\_\_\_\_  
(description/name)

**POWER OF ATTORNEY**

The undersigned, \_\_\_\_\_(*name of legal representative of the bidder*), I hereby empower Mr \_\_\_\_\_, with identity card series \_\_\_\_\_, nr. \_\_\_\_\_, home phone \_\_\_\_\_, to submit and to represent the company

At the opening of the documents for the acquisition of the product----- on the date of \_\_\_\_\_

Date:

Company

.....  
(authorized signature)

## CHAPTER III



# **SPECIFICATION**

## **DESIGN AND CONSTRUCTION OF HANGAR KIT FOR COMMERCIAL AIRCRAFT**

### **1. Object of investment**

The hangar that S.C. "Aerostar" S.A. Bacau intends to build is dedicated to the production of cargo aircraft and performance of tasks to commercial aircraft. In this purpose, S.C. "Aerostar" S.A. will purchase a hangar Kit – a metallic structure of planar building/ [ multi span propped portal framed building] – that will be located on a steel concrete footing.

### **2. Hangar location**

The hangar will be built in Bacau city, within the land hold by S.C. "Aerostar" S.A. which is close to Bacau "George Enescu" International Airport.

Since the hangar will be built in the enclosure of S.C. "Aerostar" S.A., the access for the connection to utilities, such as pit gas, electrical power and potable water will be provided, as well as to other necessary facilities: sewage and approach roads.

### **3. Dimensions**

See the sketch of the hangar in Annex 1 and 2.

The hangar will be built in steps and its internal (interior) sizes are the following:

- Length = 76 m ;
- Width = 56 m ;
- Height =18 m, at the main door entry.

The height of 18 m shall be maintained on a length of 20 m inside the hangar, then the height will be lowered from 18 m to 13 m, as against the finished floor level and continued up to the rear wall of the hangar. It is the bidder's choice how to reduce the height from 18m to 13m of the roof of the hangar.

This reduction can be achieved at a right angle, as shown in Annex 1 and 2, or by a slope, so that the additional volume generated by selecting the slope version would not exceed 1% against the volume in the right angle version (90°). In any of the two versions, the holding structure of the hangar must be the proper one.

Access to the hangar shall be provided by the main door, on the side of 76m situated toward West.

### **4. Minimum loads due to local weather and earthquake conditions**

In the geographical area where Bacau city is located, there are the following weather conditions:

- |                           |   |
|---------------------------|---|
| 4.1. Outdoor temperature: | (-18 °C : + 40 °C)                                |
| 4.2. Snow loading         | 250 kg/m <sup>2</sup> .                           |
| 4.3. Wind velocity        | 140 Km/h (qref=0.5 Kpa).                          |
| 4.4. Earthquake           | ag = 0.28g and a turn control period, Tc = 0,7 s, |

#### **4.1 Soil system**

The geotechnical category of the site is "2", with a reduced geotechnical hazard.

The land stratification is: 1,10 m soil padding, 0,30 m brown clayey dust, 4,60 m light brown, clayey dust loessoid PSU, 1,00 m hard sandy plastic clayey dust.

Underground water is found at a depth of 10-14 m from the NTS (Natural Terrain Size).

Minimum depth of footing is 2,40 m from the NTS, 3,00 m respectively, next to the existing building.

**Footing solutions: insulated block and bolster under prop footings.**

Conventional pressure of calculation  $p_{pl} = 190 \text{ kPa}$  for the footing depth of 2,40 m.

### **5. Required Specifications and Conditions**

#### **5.1. General conditions**

5.1.1. The building shall be a portable structure of variable section [multi span propped portal framed building] made of metallic sections.

5.1.2. All steel work shall be painted before dispatch as follows:

- Inside the building (roof, structure and circumference) shall be painted in white (White RAL 9010)

- The outside of the building shall be painted in gray (Gray Aluminium RAL 9007).

**Note : Site painting is excluded. After assembly, only some touch-ups are allowable.**

5.1.3. The components shall be prefabricated by the supplier before dispatch.

5.1.4. Assembly/erection of the hangar at the User's premises shall be made by using the union parts dispatched by the supplier and properly dimensioned to the holding class of the building and in compliance with the project.

5.1.5. The hangar shall be provided with two external ladders for access to the roof (in the South, in the area of  $H = 18 \text{ m}$  and in the East, in the area of  $H = 13 \text{ m}$ ), with supporting metallic frames for the doors and windows, vertical and in the roof bracings, and with metallic plates for sealing.

5.1.6. The rain water shall be collected and drained by a system of tubes located inside the hangar, on the sides of the supporting props, without diminishing the inside space specified in para. 3.

5.1.7. The balustrade round the roof, that will be used for the safe maintenance of the roof must be dimensioned to a load of at least  $100 \text{ kgf/m}^2$  and a height of minimum 1 m.

**Note:** The hangar Kit shall be placed/ assembled on a steel concrete floor.

#### **5.2. Hangar walls**

5.2.1. The walls of the hangar shall be made from sandwich type prefab panels, consisting in an external support and an internal support of zinc plated steel sheet and painted, separated by an insulating layer and provided with attachment sections for joints made of zinc plated sheet and painted.

5.2.2. On the outside, the sheet-metal shall be plated with aluzinc and painted.

5.2.3. Heat assimilation coefficient of the hangar walls,  $s_{\max} = 0,35 \text{ W/m}^2\text{K}$

### **5.3. Roof**

5.3.1. Roof clad must be water-repellent and heat insulating, manufactured from sandwich type prefab panels, consisting in an external support and an internal support, made of zinc plated steel sheet and then painted, and separated by an insulating layer.

5.3.2. On the outside, the sheet-metal shall be plated with aluzinc and painted.

5.3.3. The roof shall be equipped with slopes for the collection of rain water and ceiling sinkwater traps.

5.3.4 The roof shall be equipped with a system to capture lightning discharges from the atmosphere and current conductors.

5.3.5. Heat assimilation coefficient of the roof,  $s_{max} = 0,25 \text{ W/m}^2\text{K}$

**Note :** After assembly, the User shall place inside the hangar the power plant, heating, lighting, air conditioning systems, fire combat equipment, etc.

### **5.4. Hangar main door**

5.4.1. The main door must provide the opening on the West of the hangar of minimum 65 m of its length.

5.4.2. The door shall be electrically and manually operated and must be made from rigid sections that can move to either of the two ends.

5.4.3. The door should shut / open on the frame of the hangar, without any additional constructions that could exceed this frame.

**NOTE :** The proposal of hangar kit that will not include the door will be rejected.

### **5.5. Access doors for personnel and vehicles (see Annex 1)**

5.5.1. – two manually or electrically operated doors for the access of vehicles, of 4 x 4 m, situated on the southern and northern walls of the hangar, in the area toward the main door.

5.5.2. – eight doors for personnel access (pedestrians) of 1,2 x 2 m / door, out of which:

- 2 entry / exit doors, symmetrically placed in the segments of the main door;
- 2 doors (1 for entry and 1 for exit), placed in the southern walls;
- 4 doors (2 for entry and 2 for exit), placed two by two, in the eastern walls.

5.5.3. The doors for the personnel's access shall be manually operated and equipped with vision panels and panic latch and lock.

### **5.6. Hangar environment**

A temperature of 16 - 24° C and relative humidity of 40 – 60 % shall be provided inside the hangar for the personnel and working environment.

### **5.7. Natural and artificial lighting**

5.7.1. Double translucent sheets shall be provided for the natural lighting in the main door and southern wall covering 10 % of the areas and being situated at 2,5 m above the hangar floor.

## **5.8. Fire protection**

5.8.1. A fire protection of 2 hours is prescribed for props, 45 minutes for purlins and 30 minutes for roof self-supporting structure.

5.8.2. The project must be endorsed by an authorized body.

In this case, the Body of Authorization is the Romanian General Inspectorate for Emergency Situations.

## **6. Applicable Standards**

The producer shall observe the standards in force:

- National standards that adopt European standards;
- European technical approvals;
- International Standards;
- Other technical references prepared by the European standardization bodies;
- Other standards, approvals or national technical regulations relative to the use of the products or design, calculation and tasks performance.

## **7. Deliveries**

The contract deliveries shall refer to the following sections:

- supply of the technical project, as defined in subparagraph 7.1;
- supply of the hangar metallic kit and his accompanying documentation.

**NOTE:** *The entire technical and accompanying documentation shall be prepared in the metric system.*

### **7.1. Dispatch of Technical Project documentation**

The winner of the auction shall dispatch to the User, S.C Aerostar S.A, within 7 calendar days since the contract signing date, the following documentation:

#### **7.1.1. Documentation for hangar architecture**

1. Drawings of hangar hall, scale 1: 50 or 1/100 specifying the colors of finishing;
2. Drawing of roof cladding, scale 1: 50 or 1/100;
3. All the 4 frontages, scale 1:50 or 1/100, specifying the colors of finishing;
4. Characteristic sections, scale 1:50 or 1/100 ;
5. Detailed sections for solving the issues/ambiguities, scale 1:10;
6. Details of accomplishment, scale 1:5;
7. Explanatory statements.

**NOTE:** *The prepared details of hangar erection shall be completed further on with any other necessary details for the builder, in view of erecting the building.*

#### **7.1.2. Hangar steel work documentation**

1. Design of reinforcement, concrete forming, foundation footing, scale 1: 50;
2. Execution details for props, purlins, plates, fixing, consoles, etc., scale 1: 5;
3. Metallic structure assembly design, scale 1: 50;
4. Assembly drawing of roof components, scale 1: 5;
5. Characteristic sections for clearing up the solution scale 1: 50;
6. Explanatory statements;
7. Computation notes for structure sizing (calculation summary).

**NOTE:** *The prepared details of hangar erection shall be completed further on with any other necessary details for the builder, in view of erecting the building.*

The technical project shall be prepared in compliance with the technical standards in force (earthquake, wind, etc.);

The technical project (written documents and drawings) shall be mandatory checked by a certified technical inspector.

#### **7.2. Dispatch of the hangar metallic kit and its accompanying documentation – 1set**

The delivery of the hangar metallic kit - 1 set, shall be performed as follows:

- The attachment bolts of the holding structure in the foundation shall be delivered by at most 60 days after downpayment confirmation;
- The rest of the hangar kit shall be delivered in compliance with a mutually agreed schedule with the User in at most 12 months since the date of contract signing.

#### **8. Hangar kit incoming inspection**

This inspection shall be performed at the User's premises, based on the technical data sheet of the metallic building, data stipulated by contract and the data of the technical project.

Supplier shall convey the Quality and Conformity Certificates of the contracted goods.

Depending on the incoming inspection findings, the User is entitled to accept or reject the goods.

#### **9. Warranty**

9.1. Supplier shall take into consideration that the hangar life will be minimum 50 years.

9.2. As against the term prescribed in subparagraph 9.1, the Supplier must specify the warranty in the technical proposal for the whole kit or for its component parts, such as: structural steel work, roof, main door, painting, etc. The cost of this warranty shall be included in the kit purchasing cost.

9.3. Supplier shall be hold responsible for the quality of the supplied kit, its components and subassemblies, no matter their origin.

#### **10. Contents of the technical proposition**

The technical proposition shall contain:

10.1. Examples to certify the experience in the field, and particularly, in the production of the a/m type of hangars.

10.2. A detailed description of the design solution, in kit and assembled condition, accompanied by images that show the assembly and detail elements.

10.3. The inventory list of the hangar kit to be supplied, divided into categories of subassemblies and components, as well as their assembly details.

10.4. A compliance matrix, to illustrate how the requirements of this Specification are met.

10.5. The Quality Plan for the production of the product, requested by this Specification.

10.6. Supplier shall send to User the copies of the standards/ norms / regulations referred to in the Technical Proposal.

The Technical Proposal may contain any other elements that the bidder deems necessary to mention, or any other documents that the designer deems necessary to enclose.



## **11. Other provisions**

11.1. Supplier shall provide the necessary technical assistance in the erection of the hangar from the dispatched kit elements at the permanent Supplier's and User's premises, by the presence of one Supplier specialist for 30 days.

**Note:** Supplier shall specify in the financial proposal the price of one supplier specialist/week for technical assistance at the User's premises, all costs included.

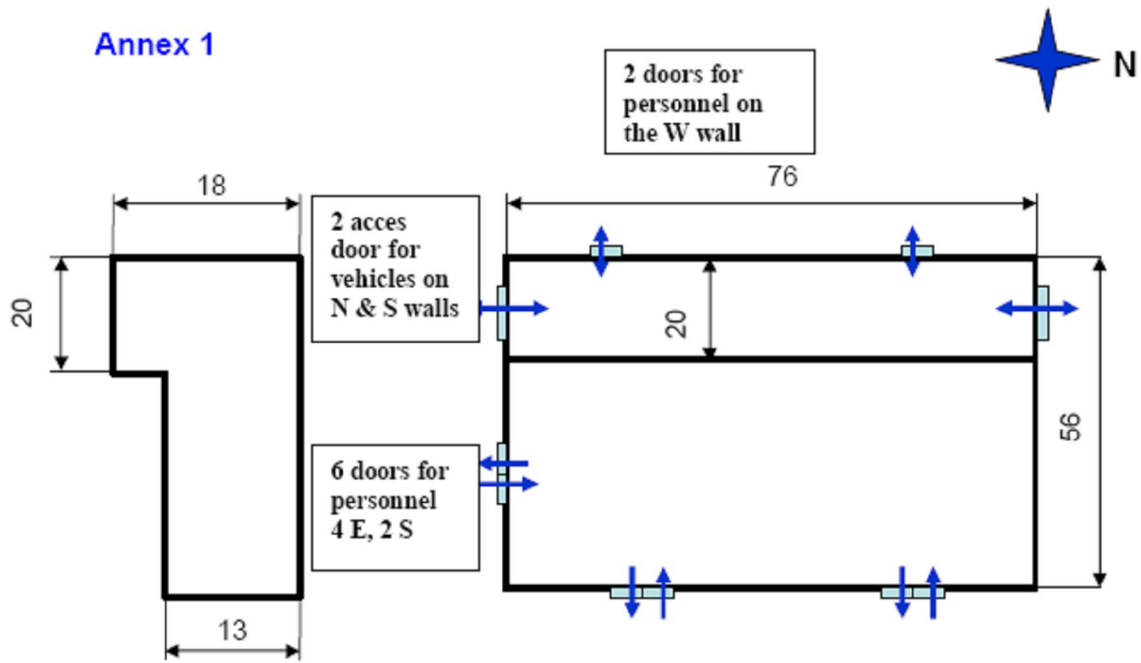
11.2. During the development of the project, the communication and mail shall be in Romanian (internal supplier) or in the English language (foreign supplier);

11.3. All the materials to be used shall be new, of good quality and certified, and manufactured by at most 2 years before delivery;

11.4. The business operators who participate in this procedure are directly liable for keeping their own legal documents necessary to perform the contract.

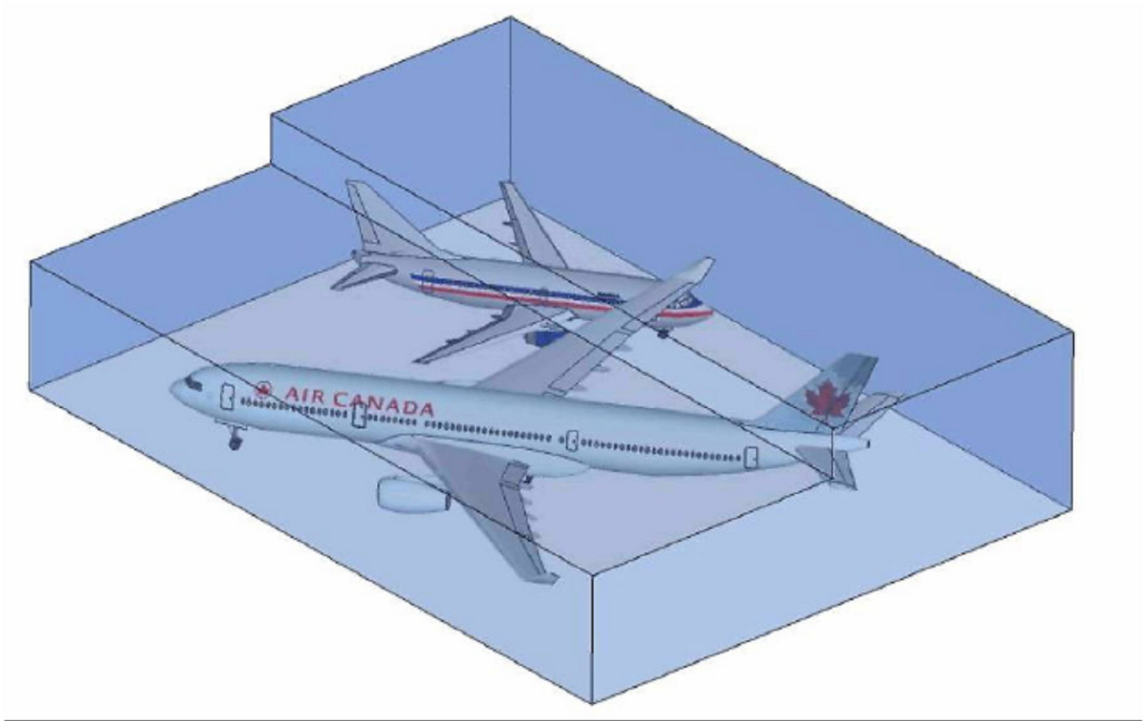
11.5. Supplier shall undertake to observe Directive 2003 / 35 / CE of the European Parliament, relating to environmental liability, with regard to prevention and correction of prejudices to environment.

## Annex 1



- NOTE :** - Sizes designate internal dimensions (inside the hangar)
- All dimensions are in meters;
  - Positioning of the doors and their drawing in the hangar structure shall be made in correlation with the positioning of the bolts in the floor;
  - The external size of 76 m may be exceeded by maximum 2%.

## Annex 2





## CHAPTER IV

## **General Terms and Condition**

## 1. The purpose of the Contract

1.1 The Seller will provide the Buyer with 1 metallic hangar set kit and the related technical documentation as described in the Annex A.

1.2 The documents listed below and the documents incorporated by reference therein form an integral part of this Contract

The Annexes to the Contract are as follows:

- Annex A –Technical specifications
- Annex B –Prices (including Options)
- Annex C –Deliveries
- Annex D –Performance Bond

1.3 Seller will do everything necessary and at its expense in order to ensure that Supplies (Goods) meet all the requirements stated in this Contract and the Annexes thereto, and are capable of proper installing upon the Delivery thereof.

## 2. Defintions:

2.1 As used throughout this Contract the following terms shall have the meanings set forth below:

- a) The term **"Supplies"** shall mean all the goods and material requested in the Annex A.
- b) The term **"Date of acceptance"** shall mean the date of the signed document for the confirmation of the acceptance by the Buyer..
- c) The term **"ARO"** shall mean the date of entry into force of this Contract.
- d) The term **"Delivery Point"** shall mean DDU Bacau, Romania
- e) The term **"Delivery Date"** means the date when receipt of the Deliverables Supplies at the Delivery Point.

## 3. Delivery

3.1 All the Supplies will be delivered under the DDU Bacau, Romania conditions, as per Incoterms 2000 .

3.2 The Supplies will be accompanied by the following documents:

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

3.3 Seller shall have the right to deliver Supplies in advance of Schedule and/or a partial Delivery provided the Buyer's consent is first obtained in writing.

3.4 The packing of all deliverable Supplies will be made in accordance with accepted standards for transportation of goods of this nature in the method of transportation adopted.

3.5 The Supplies will be new, unused and manufactured no more than two (2) years prior to delivery, having been operated solely for the purpose of normal testing for acceptance performed by the Seller to ensure that they meet all the requirements,

installation and integration activities, without affecting their warranty period or operational life.

3.6 Without prejudice to Buyer's rights under Article 14 below (Suspension and Termination), in the event that, owing to the acts or defaults of Seller, a delay occurs in the Delivery of any Supplies of Supplies set forth in Annex A attached hereto, 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 of 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.

3.7 The Deliveries dates shall be in accordance with the Delivery Schedule set forth in Annex C.

### **3.8 Performance Bond**

3.8.1 The Seller commit himself to open a letter of bank guarantee (performance bond), in favour of the Buyer, for a minimum value of 5% from the total value of the contract, valide for at least 6 (six) months from the date of last delivery.

## **4. Prices**

4.1 Prices for the Supplies and Services shall be in Euro (EUR), according to the provisions set forth in Annex B. The total Contract price with options excluded is .....only, hereinafter "Total Contract Price". Seller warrants that the Total Contract Price covers the cost of all activities, within Seller's responsibility, in order to meet the requirements stipulated in this Contract

4.2 The prices mentioned in Annex B are firm and fixed, not revisable and valid on the whole performance of this Contract.

4.3 Prices shall include the costs of acceptance and packing and cost of shipment to the delivery point.

4.4 Buyer shall bear all taxes, duties, fees, excises, charges and other impositions which now or may hereafter be imposed in Romania.

4.5 Seller shall bear all taxes, duties, fees, excises, charges and other impositions which now or may hereafter be imposed in the Supplier's country, or the countries of Seller's sub-contractors, or on either of the parties in relation thereto.

## **5. Payments**

5.1 Payments related to each delivery will be made after 90 (ninety) days after delivery and receiving of the following documents

- Invoice
- Packing List
- Seller's Certificate Of Conformity (CoC)
- Seller's Acceptance Test Report (ATR) or an equivalent document
- Letter of Bank Guarantee, as per art. 3.8

5.2 All payments, owed by the Buyer to the Seller in accordance with this Contract, will be made in Euro (EUR), in the Seller's account, at Seller's Bank.....

5.3 The Seller shall issue invoices in Euro (EUR) for any such payment. Each invoice is to be issued directly by the Seller to the Buyer. The invoice will indicate also the Exworks price of the goods.

## **6. Force Majeure**

- 6.1. 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.
- 6.2. The 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 has the obligation to communicate the cessation of the Force Majeure within 4 (four) calendar days.
- 6.3. 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.
- 6.4. In the event that, for the 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.
- 6.5. In case the Party having Force Majeure does not undertake to inform the other Party, then 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.

## **7. Warranty**

- 7.1. Without derogating from Seller's responsibility to meet this Contract and subject to the provisions set forth below, the Seller hereby warrants that all Supplies of the Supplies supplied by the Seller under this Contract shall be fit for their intended purpose, free from defects in materials and workmanship.
- 7.2. Regarding the services and Supplies supplied under this Contract, the Seller will cover the cost of repair/replacement of any Supply with materials or workmanship defects, discovered during..... years from their Acceptance by the Buyer
- 7.3. The Seller is responsible, during the entire period of existence of the building, for the hidden defects of the structure, due to the works under his responsibility or their subcontractors.

## **8. Liability for Damages to Employees**

- 8.1 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.

## **9. Patents and other industrial proprietary rights**

- 9.1 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.
- 9.2 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 Changes

## **10.Changes**

- 10.1 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.

## **11.Inspection and Acceptance**

### **11.1 INSPECTION**

#### **11.1.1. Inspection at Seller's premises**

The Buyer shall have the right to inspect the Supplies and all materials and parts, used by the Seller to manufacture the Goods, at any time at Seller's premises as well as their subcontractors, under the following conditions:

- (a) each inspection must be carried out in accordance with the agreed procedure between Parties
- (b) the Buyer shall have access to such relevant technical data as is reasonably necessary for the purpose of the inspection

#### **11.1.2. Inspection at Buyer's premises**

After receiving the Supplies, Buyer will perform the visual inspection of Supplies in order to detect possible damages while transportation, as well as the quantity and related documents checking. This inspection will not be considered as a Supplies acceptance, nor will stop performance of additional inspections by the Buyer or Supplies rejection

### **11.2 SUPPLIES ACCEPTANCE**

Notwithstanding any prior payment, checks or inspection, acceptance of the Supplies shall be deemed to have occurred upon their final assembly and the hangar build-up. Buyer will notify Seller on the acceptance date of the Supplies  
Acceptance of the Supplies shall not be conclusive of the absence of latent defect and shall be without prejudice to the rights of the Buyer, under the Contract or at law  
Supplies Acceptance Date will not exceed 6 (six) months from the Supplies delivery date to the Buyer.

### **11.3 REQUIREMENT FOR RE-WORK / REJECTION BEFORE ACCEPTANCE**

11.3.1. During the period between delivery of the Supplies to the Buyer and acceptance thereof, in the event of any non-compliance of the Supplies with the requirements of the Contract and without prejudice to any other rights the Customer may have under the Contract and/or at law, the Customer shall be entitled to reject the Supplies and shall at its sole discretion:

- (a) return the Supplies at Supplier's risk and expense. In such a case, and

immediately upon notification by the Customer of such rejection, the Supplier shall use its best efforts to immediately expedite the delivery of a replacement for the rejected Supplies; or

- (b) rectify the rejected Supplies, at the Supplier's expense; or
- (c) require the Supplier to rectify and/or retrofit the Supplies without delay at the Customer premises, at Supplier's cost.

11.3.2. In case of rejection of an Supplies, title to the rejected Supplies shall pass back to the Supplier upon return of the Supplies by the Buyer.

11.3.3. All re-work shall be carried out under the re-work requirements agreed upon between the Parties. All changes and re-work in relation to the Supplies requested by the Supplier require the prior written consent of the Buyer.

11.3.4. The costs of re-work, replacement or retrofit (including removal, investigations, installation, re-installation, testing works and transport costs) shall be for the account of the Supplier. If re-work, replacement or retrofit work is carried out by the Buyer in relation to an Supplies, all reasonable costs associated therewith shall be borne by the Supplier.

11.3.5. If the Supplier demonstrates on the basis of an investigation made by independent recognised experts that the Buyer is solely responsible for such defect, the Buyer shall reimburse the Supplier for the reasonable costs incurred by the Supplier in connection with such re-work or replacement.

## **12. Waiver**

- 12.1 The failure of either party to exercise any right under this Contract shall not be deemed to be a waiver of such right at a future time, and the failure of either party to terminate this Contract for breach or default shall not be deemed to be a waiver of the right to do so for any subsequent breach or default of the other party.

## **13. Title and Risk of loss**

13.2 Such transfer of title and risk does not constitute acceptance by the Buyer of the Supplies for the purposes of Article 11.2 "Supplies Acceptance". A rejected Item under such Articles 11.2 "Supplies Acceptance" and 7.5 "Requirement for Re-Work/Rejection before Acceptance" below shall be deemed a non-delivery, and upon such rejection title and risk shall revert to the Supplier.

- 13.1 Title to the Supplies will transfer to the Buyer upon delivery of the Supplies to the Delivery Point and risk will pass to the Buyer in accordance with the Incoterms rules specified in Chapter 3. Notwithstanding the above, in case of loss or damage due to the non fulfillment by the Supplier of the packaging requirements or to its negligence, the Supplier shall be fully responsible for the damages caused to the Buyer.

13.2

- 13.3 This transfer of title and risk does not represent the Supplies acceptance by the Buyer in the purpose of Clause 11.2 "Supplies Acceptance". A Supply rejected in accordance with Clauses 11.2 "Supplies Acceptance" and 11.3 "Requirement For Re-Work / Rejection Before Acceptance" will be considered as a non delivery and in such case the title and risk of loss will remain for the Seller

## 14. Suspension and Termination

14.1 In the event that the Seller breaches any of its fundamental obligations hereunder, the Buyer will be entitled to notify the Seller in breach in writing of its intention to terminate in whole or in part this Contract, in case the Seller does not remedy the breach, or provide a remedial plan acceptable to the Buyer, within twenty (20) days of the notice (the "Notice Period").

14.2 In the event that Seller does not remedy the breach complained of, or fails to provide a remedial plan acceptable to the other party, within the Notice Period, or if the remedial plan accepted carried out in full, Buyer will be entitled to suspend or terminate in whole or in part the performance of this Contract.

14.3 The Buyer shall also have the right to terminate this Contract for default in the event of the happening of any of the following:

- i. Insolvency of the Seller;
- ii. Seller's filing of a voluntary petition in bankruptcy, or reorganization, or for the appointment of a receiver;
- iii. Filing of an involuntary petition to have Seller declared bankrupt, or subject to receivership, provided it is not vacated within thirty (30) days from the date of filing; or
- iv. The execution by Seller of any assignment of the Program scope for the benefit of creditors.

14.4 If this Contract is terminated in whole or in part pursuant to this Clause, Buyer, in addition to any other rights provided by law or in this Contract, may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer (1) any completed Supplies, and (2) such partially completed Supplies and materials, parts, at terms to be agreed as Seller is specifically acquiring for the performance of such part of this Contract as has been terminated; and Seller shall protect and preserve all such property in its possession in which Buyer has an interest. Payment for Supplies delivered under this clause to and accepted by Buyer shall be at the Contract Price.

14.5 Buyer has a right of lien over all such Supplies and Materials as aforesaid, and the provisions of this Article shall not prejudice Buyer's right of lien or its exercise thereof.

14.6 Buyer is entitled to set off against any sums due from it to Seller representing the amount of any damages incurred, or reasonable to be incurred by Buyer, or any amounts which are due or may become due to Buyer by reason of any default or breach of this Contract by Seller including, but not limited to, liquidated damages.

14.7 The rights and remedies of Buyer provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided in law, equity or under this Contract. Seller acknowledges that in consequence of the partial or entire



termination of this Contract, Buyer may be obliged to procure the un-terminated Supplies and Services from an alternative supplier at prices and on terms and conditions which may be less favorable to Buyer than those set out herein, and Seller hereby accepts responsibility for any damages incurred by Buyer as a result thereof in a dispute situation the decision will be obtained by court.

## **15. Entierty of Contract**

15.1 This Contract, as written, embodies the entire understanding in respect of the subject matter hereof between Buyer and Seller, and all negotiations, discussions and written or oral Contracts are hereby superseded by this Contract. Except as specifically provided for herein, this Contract may not be altered, amended or modified, except in writing signed by duly authorized representatives of both parties.

## **16. Language**

16.1 It is agreed by both parties that the ..... language shall be the official language governing the conduct of the parties under this Contract.

## **17. Disputes and Applicable Law**

17.1 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.

17.2 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.

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

17.4 The provisions of the International Chamber of Commerce publication No. 460, "Incoterms 2000", will apply to this Contract.

## **18. Order of Precedence**

18.1 In case of any conflict or ambiguities between or among the various documents, drawings and specifications which are part of this Contract, the following order of precedence shall govern:

- a. General Terms and Conditions;
- b. Annex A
- c. Annex C
- d. Annex B
- e. Each Annex according to the subject matter thereof.

## **19. Notices**

19.1 Any and all notices hereunder shall be served by either party on the other in writing to the addresses herein below stated:

Buyer's Address: .....

Seller's Address: .....

Either party may change such address, upon advising the other party, and the said change shall take effect on the 15<sup>th</sup> day from the date of mailing such notice of change.

## **20. Options**

20.1 Seller hereby grants Buyer the option to purchase any product of the Supplies and/or Services, as well as any other items set out in Annex B (Options chapter), for the term, in the quantities and at the prices referenced therein.

20.2 Any and all such purchases shall be upon the same terms and conditions, mutatis mutandis, as all other purchases under this Contract.

20.3 The prices of the options are in Euro (EUR) and are firm fixed prices for 24 (twenty four) months from the signing date of the Contract.

## **21. Responsibilities**

21.1 The Seller's responsibilities regarding the Buyer are such as defined in this Contract.

21.2 Seller undertake to notify immediately upon learning, the Buyer of any potential delay or any other potential difficulty in the performance of this Contract by helping the Buyer to take all necessary steps to exercise its contractual rights under this Contract.

21.3 Seller also undertakes to advise Buyer of any actions in a timely manner as well as ensure Buyer's rights pursuant to this Contract if it may affect this contract.

## **22. Entry Into Force**

22.1 This Contract shall enter into force (the "ARO") upon the Signature of this Contract by both parties.

## **23. Final provisions**

23.1 The employees of either party, when visiting the country or the facilities of the other party or any subcontractor engaged in the Contract shall observe all the local laws and regulations, including all security regulations.