
(warranty issuer name)

WARRANTY DOCUMENT FORM

for participation with tender to the public procurement contract awarding procedure

To _____
(name of the contracting authority and full address)

Considering the procedure for awarding the contract.....
(name of the contract), we..... (name of the issuer), having our registered office at
.....(address of the issuer), undertake towards.....(name of the contracting
authority):

To irrevocably and unconditionally honor any payment request from the contracting authority, to the extent of
of the estimated value of the contract, namely the amount of..... RON (in words and figures) upon its first
written request and without the latter having the obligation to justify its respective request, in the event that the
contracting authority states that the amount requested by it and due to it is caused by the tenderer's fault, one or more
of the situations in letters a) - d) being incidental (case of the warranty that is unconditionally fulfilled according to
art. 37 paragraph (1) of GR. no. 395/2016):

The contracting authority is obliged to retain the participation guarantee when the tenderer is in any of the following
situations:

- a) withdraws its tender during its validity period;
- b) its tender being established as winner, does not submit the performance bond within the period provided by art. 39
paragraph (3).
- c) its tender being established as winner, does not open an account at the disposal of the contracting authority, at a
banking institution agreed by both parties, in the event that the parties agree that the performance bond shall be
established by successive deductions from the amounts due for partial invoices.
- d) its tender being established as winner, refuses to sign the public procurement contract/framework agreement
during the validity period of the tender.

This warranty is valid until.....

If the parties agree to extend the validity period of the warranty or to modify some elements of the tender that have
effects on this commitment, our prior consent shall be obtained, otherwise this letter of guarantee shall lose its
validity.

The law applicable to this participation bond is the Romanian law.

The Romanian courts are competent to settle any dispute arising in connection with this participation bond.

Date of completion

Initial of the Bank/Insurance Company.....on the day..... month..... year.....
(signature of the body issuing this participation bond)

