

FIRM COMMITMENT

regarding the support granted to the tenderer for fulfilling the criterion relating to the economic and financial situation (art. 175 paragraph (2), letters a) and b) of Law no. 98/2016, respectively art. 188 paragraph (2), letters a) and b) of Law no. 99/2016)

To[name of contracting authority/entity]

Regarding the awarding procedure held by [name of contracting authority/entity] as Contracting Authority/Entity for the awarding of the Agreement [name of the agreement], for which the Tender Notice No. [insert Tender Notice No.]/. [insert date] was published.

We, [insert full name/designation of the Supporting Third Party], having our registered office in [insert full address, telephone, fax, email of the Supporting Third Party], Unique Registration Code (tax code): [insert data], Trade Register number or equivalent: [insert data] and represented by [insert name of the person or persons authorized to sign on behalf of the Supporting Third Party], undertake, firmly, unconditionally and irrevocably, to make available to [insert complete full name/designation of the Candidate/Tenderer to whom support is granted] (hereinafter referred to as the Candidate/Tenderer) the financial resources mentioned below in order to ensure the full, timely and correct fulfillment of all contractual obligations undertaken by the Candidate/Tenderer in accordance with the tender submitted and the Contract to be concluded between the Tenderer and the Contracting Authority/Entity. The provision of resources will be made unconditionally, depending on the needs that arise during the development of the agreement.

We, [name of the supporting third party], will be jointly and severally liable with [name of the candidate/tenderer] for the contract development.

Our liability will be incurred under the condition of our failure to fulfill the support obligations undertaken by this commitment.

We, [name of the supporting third party], in the event that the Contractor encounters difficulties in carrying out the public/sectoral procurement contract, shall make available to the Candidate/Tenderer who has become the Contractor the amount of [insert amount] lei, necessary for the complete, timely, regular and correct completion of the contract to be concluded in accordance with its provisions.

We, [name of the supporting third party], undertake to make available to the Candidate/Tenderer who has become the Contractor the financial resources mentioned above, within a period of [insert period] days from the Contractor's request, as follows [the supporting third party will mention the way how it will transfer the amount of money to the Contractor].

We, [name of the supporting third party]:

- a) We understand and agree that we are liable towards the Contracting Authority/Entity for the failure of the Candidate/Tenderer who has become the Contractor to perform any contractual obligations, for all damages caused to the Contracting Authority/Entity by the Contractor as a result of the failure to fulfill its obligations and for our failure to comply with the obligations;
- b) We undertake to directly compensate the Contracting Authority/Entity for any damage caused as a result of the failure to fulfil the obligations set out in the firm commitment to support;
- c) We are aware of and agree to the assignment by the Contractor to the Contracting Authority/Entity of any claim for damages that the Contractor may have against us for failure to fulfil the obligations assumed under the firm commitment to support;
- d) We understand and agree that the obligations undertaken by us are valid and remain in force until the full and proper fulfilment of all obligations undertaken by the Contractor under the public/sectoral procurement contract concluded with the contracting authority/entity;
- e) The amount of damages that we will be due to the contractor in the event that we fail to fulfill our obligations set out in the firm commitment to support is [insert amount] lei;
- f) We irrevocably waive any benefit of division and discussion, as well as the invocation of any exception

of non-performance, both in relation to the Candidate/Tenderer who became the Contractor, and to the Contracting Authority/Entity. In the event that [name of the candidate/tenderer] also invokes the support of another supporting third party that meets the qualification criterion for which we provide support, we irrevocably waive any benefit of division and discussion in relation to him/her/them.

We, [name of the supporting third party] undertake that, upon signing the public/sector procurement contract, we will conclude a legal act with the Tenderer/Candidate, that will contain at least clauses regarding the financial resources that we undertake to make available to the Tenderer/Candidate who has become the Contractor, the manner and terms under which the resources will be made available, as well as the clauses provided by points a)-f) above.

We, [name of the candidate/tenderer], hereby state that we invoke the support granted by [name of the supporting third party] for the development of the contract mentioned above, as result of this Commitment, in the event that we encounter difficulties during the development of the contract and guarantee the materialization of the aspects that make the scope of this firm commitment.

We, [name of the candidate/tenderer], will be jointly and severally liable with [name of the supporting third party] for the development of the contract, in the event that [name of the supporting third party] does not fulfill the support obligations undertaken by this commitment.

We, [name of the candidate/tenderer], understand that the Contracting Authority/Entity will pursue any claim for damages that we may have against [name of the supporting third party] for its failure to comply with the obligations undertaken by this firm commitment.

Providing support regarding the economic and financial situation does not involve other costs for the purchaser, except for those that have been included in the financial proposal.

This document represents our firm commitment concluded in accordance with the provisions of Law no. 98/2016/Law no. 99/2016, which gives the Contracting Authority/Entity the right to legitimately request that we fulfill the obligations undertaken through the commitment to support the economic and financial situation granted. [name of candidate/tenderer].

Date of filling in,

Third supporting party (authorized signature)

Candidate/Tenderer (authorized signature)

Note 1: Together with the Firm Commitment, the documents sent to the candidate/tenderer by the third supporting party will be attached, which show: - the fact that the third party has the financial resources that it undertakes to mobilize - the effective way how the third supporting party will ensure the fulfillment of its own support commitment. The documents submitted by the third party must show how these resources will be transferred to the contractor (including the terms within which the resources will be made available to the contractor), respectively that the transfer will be made in compliance with the legal provisions in the financial-banking and accounting fields. The transfer of the financial resources invoked must be possible at any time starting from the date of signing the public/sectoral procurement contract. These will be annexed to this firm commitment.

Note 2: The provisions of this form represent the minimum contents of the agreement between the tenderer and the third party regarding the granting of support. If the parties want to establish other provisions/rights/obligations, they will draft a separate written agreement which they will attach to the firm commitment, provided that it does not contradict the provisions of this commitment.

Note 3: In the event that the tenderer is an Association, the Firm Commitment will be signed by the legal representatives of all members of the Association.

