

**FIRM COMMITMENT**

*regarding the support granted to the tenderer for fulfilling the criterion relating to technical and professional capacity (art. 179 letter a), b) of Law no. 98/2016)*

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

We, ..... [insert full name/name of the Third supporting party], having our registered office in [insert full address, telephone, fax, email of the Third supporting 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 authorised to sign on behalf of the Third supporting party], undertake, firmly, unconditionally and irrevocably, to make available to [insert full name/designation of the Candidate/Tenderer to whom support is granted] (hereinafter referred to as Candidate/Tenderer) the technical, professional and human resources mentioned below, which we hold, in order to ensure the complete, timely and correct fulfillment of all contractual obligations undertaken by the Candidate/Tenderer in accordance with the Tender submitted and the Agreement to be concluded between the Tenderer and the Contracting Authority/Entity.

The resources will be made available unconditionally, depending on the needs that arise during the development of the Agreement.

We, [name of the third supporting party], firmly, unconditionally and irrevocably undertake to fully, regularly and on time fulfill the obligations undertaken by [name of candidate/tenderer] through the agreement to be concluded between the Tenderer and the Contracting Authority/Entity, for the part undertaken by this commitment.

In this regard:

i. We firmly, unconditionally and irrevocably undertake to make available to the Candidate/Tenderer who has become the Contractor the technical, professional and human resources that we hold and that are necessary for the complete, timely, regular and correct completion of the agreement to be concluded in accordance with its provisions, namely [the third supporting party will mention the technical, professional and human resources that the third party holds and that the third party will make available to the candidate/tenderer]

ii. The manner how the technical, professional and human resources mentioned above will be effectively involved in the performance of the contract is [the third supporting party will mention the manner how the resources will be effectively involved in the execution/provision of the works/services for which it provides support]

We, ..... [name of the third supporting party], undertake to effectively involve in the performance of the public/sectoral procurement contract the resources mentioned above, within ..... [insert term] days from the Contractor's request.

We, [name of the third supporting party]:

- a) We understand and agree that we are held 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 with 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 undertaken by 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 do not fulfill our obligations set forth in the firm support commitment is [insert amount] lei
- f) We irrevocably waive any division and discussion benefit, as well as the invocation of any exception of non-fulfillment, both in relation to the Candidate/Tenderer who has become the Contractor, and to the Contracting Authority/Entity.

In the event that ..... [name of the candidate/tenderer] also invokes the support of another third supporting party /s to fulfill the qualification criterion for which we provide support, we irrevocably waive any division and discussion benefit in relation to him/her/them.

We, [name of the third supporting party] undertake that, upon signing the public/sectoral procurement contract, we will conclude a legal act with the Tenderer/Candidate, which will contain at least clauses regarding the technical, professional and human resources that we undertake to make available to the Candidate/Tenderer who has become the Contractor, the terms and method of transferring these resources, the works/services from the public/sectoral procurement contract that will be carried out/provided with the help of the resources made available by the third party, as well as the clauses provided by points a)-f) above.

We, ..... [name of the candidate/tenderer], state that we will invoke the support granted by [name of the third supporting party] for the development of the above-mentioned contract, as shown by this Commitment.

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

The granting of the support regarding the fulfillment of the criterion relating to technical and professional capacity (art. 179 letter a), b) of Law no. 98/2016) does not involve any other costs for the purchaser, except for those that have been included in the financial proposal. This document represents our firm commitment concluded in compliance with the provisions of Law no. 98/2016, which entitles the Contracting Authority/Entity to legitimately request the fulfillment by us of the obligations undertaken by the support commitment [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 technical, professional and human resources that it undertakes to mobilize;

- The effective way how the third supporting party will ensure the fulfillment of its own support commitment, namely how the third supporting party's resources will be effectively involved in the performance of the works or services in relation to which it provides support.

The documents submitted by the third party must show how these resources will be transferred to the contractor (including the terms under which the resources will be made available to the contractor), so that they are available to the contractor at the time when they need to be involved in the development/execution of the public/sectoral procurement contract.

The transfer of the 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 content 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 draw up a separate written agreement which they will annex 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.

