



MINISTRY OF ENVIRONMENT,
WATERS AND FORESTS

ROMANIA

MINISTRY OF ENVIRONMENT, WATERS AND FORESTS

PROJECT MANAGEMENT UNIT - "Prevention and Reduction of Pollution in Rural Areas in Romania", (IBRD Loan no. 9505-RO)

Registration No. 81648/October 22nd, 2025

To: All prospective bidders

Ref: Procurement of mobile inspection centers, utility vehicles for sample collection and transportation and specific equipment for their endowment and testing equipment for the National Phytosanitary Authority (5 lots) - 09/RFB/2025 – *addendum no. 4 and clarification address no. 4*

Dear Mrs. /Mr.

With reference to the selection procedure no. 09/RFB/2025 "Procurement of mobile inspection centers, utility vehicles for sample collection and transportation and specific equipment for their endowment and testing equipment for the National Phytosanitary Authority (5 lots)", we are sending attached the following documents:

1. **Addendum no. 4** to the RFB, consisting of 2 pages, which foresees an extension of the bids' submission deadline;
2. **Clarification address no. 4**, consisting of 18 pages, which includes the request for clarifications received from the potential bidders along with the corresponding answer.

Please confirm receipt of the said document -addendum no. 4 to RFB no. 09/RFB/2025, at the email address: ump.achizitii@mmediu.ro.

Yours sincerely,

Mihai CONSTANTINESCU
PMU DIRECTOR



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MINISTRY OF ENVIRONMENT, WATERS AND FORESTS

PROJECT MANAGEMENT UNIT - "Prevention and Reduction of Pollution in Rural Areas in Romania"

(IBRD Loan no. 9505-RO)

ADDENDUM NO. 4 of October 22nd, 2025

to the Request for Bids Document for the "Procurement of mobile inspection centers, utility vehicles for sample collection and transportation and specific equipment for their endowment and testing equipment for the National Phytosanitary Authority (5 lots)" (09/RFB/2025)

According to the provisions of *ITB 8 - Amendment of Bidding Document*, the Bidding Document is hereby amended as follows:

Article 1. Section II - Bid Data Sheet (BDS), D. Submission and Opening of Bids, are hereby modified and shall be read as in the column "Revised - Addendum no. 4 to the RFB":

Clause	RFB no. 09/RFB/2024	Revised - Addendum no. 4 to the RFB
ITB 22.1	For Bid submission purposes only, the Purchaser's address is: Attention: Mr. Mihai Constantinescu, PMU Director Street Address: 46-48 Plevnei Street Floor/ Room number: building E, 1st floor, room 11 City: Bucharest ZIP/Postal Code: 010233 Country: Romania The deadline for Bid submission is: Date: October 27 th , 2025 Time: 13:00 hours local time Bidders shall not have the option of submitting their Bids electronically.	For Bid submission purposes only, the Purchaser's address is: Attention: Mr. Mihai Constantinescu, PMU Director Street Address: 46-48 Plevnei Street Floor/ Room number: building E, 1st floor, room 11 City: Bucharest ZIP/Postal Code: 010233 Country: Romania The deadline for Bid submission is: Date: November 3rd, 2025 Time: 13:00, hours local time Bidders shall not have the option of submitting their Bids electronically.
ITB 25.1	The bid opening shall take place at: Ministry of Environment, Water and Forests - Project Management Unit	The bid opening shall take place at: Ministry of Environment, Water and Forests - Project Management Unit Address: 46-48 Plevnei St., building E, 1st floor, room 11



Clause	RFB no. 09/RFB/2024	Revised - Addendum no. 4 to the RFB
	Address: 46-48 Plevnei St., building E, 1st floor, room 11 City: Bucharest ZIP Code: 010233 Country: Romania Date: October 27 th , 2025 Time: 13:00 hours local time	City: Bucharest ZIP Code: 010233 Country: Romania Date: November 3 rd , 2025 Time: 13:00, hours local time

Article 2. Section II - Bid Data Sheet (BDS), D. Submission and Opening of Bids, are hereby modified and shall be read as in the column "Revised - Addendum no. 4 to the RFB":

Para	SPN - RFB no. 09/RFB/2024	Revised - Addendum no. 4 to the SPN
6	Bids must be delivered to the address below on or before October 27 th , 2025, 13:00 hours local time. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on October 27 th , 2025, 13:00 hours local time".	Bids must be delivered to the address below on or before November 3rd, 2025, 13:00 hours local time . Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on November 3rd, 2025, 13:00 hours local time ".

Article 3. All other clauses and provisions of the Request for Bids no. 09/RFB/2025 and of addendum no. 1-3 that are not amended as per the articles above shall remain valid and unchanged.



MINISTRY OF ENVIRONMENT,
WATERS AND FORESTS

Ministry of Environment, Waters and Forests - Project Management Unit
"Prevention and Reduction of Pollution in Rural Areas in Romania", IBRD Loan no. 9505-RO

Reg. No. UMP/81648/22.10.2025

Ref.: 09/RFB/2025 - Procurement of mobile inspection centers, utility vehicles for sample collection and transportation and specific equipment for their endowment and testing equipment for the National Phytosanitary Authority

CLARIFICATIONS ADDRESS NO. 4 of October 22nd, 2025

No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
1.	About Chapter 6: "Bids must be delivered to the address below on or before October 27th, 2025, 13:00 hours local time." Considering the nature and complexity of the project in relation to the response time of the equipment suppliers, please accept the postponement of the deadline for submitting offers by at least 10 working days, in order to allow the economic operators the time necessary to prepare their participation offers. Please present your point of view on the above-mentioned aspects.	Accepted.	Please see article no. 1 of addendum no. 4
2.	Please confirm that the Authority holds the approved funds necessary for the procurement of Lot 1.	The procedure no. 09/RFB/2025 is financed under the IBRD Loan no. 9505-RO as specified in the Specific Procurement Notice.	Clarification
3.	If there are subcontractors of the bidder, who contribute to the creation of the final product, please tell us if we have the obligation to declare them, what are the eligibility conditions that they must meet and what are the forms that they must fill in. Also, please provide us with the forms that must be filled in by the subcontractors.	Please see the provisions of RFB, respectively Section II and Section III. Forms are included under Section IV and Section VII of the RFB, as amended.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
4.	Considering the nature and complexity of the project, please accept the conduct of the tender in Romanian, so that there are no erroneous interpretations and translations of the requested technical requirements, as well as of the legal and financial clauses that could lead to possible risks of non-performance of the contract, delivery of non-compliant vehicles, resulting in penalties/costs for both the supplier and the Contracting Authority. In this regard, please send us the tender documentation in Romanian and accept the submission of the offer in Romanian so as not to restrict the participation in the auction of interested economic operators. If the bid must be submitted in English, please let us know if it is mandatory to submit the documents translated and certified by a certified translator or if the translation of the bid is accepted without the certification of an authorized translator (maintenance and warranty booklet, vehicle data sheet, technical specifications, balance sheets).	Please see the clarification answer to question no. 1 included under clarification address no. 1 issued on September 30th, 2025. Regarding the documents - translation of the documents that will be included in the bid, it is accepted without the certification of an authorized translator.	Clarification
5.	Please remove any reference to commissions, discounts and gratuities from the offer letter and agree that the offer letter should include the mandatory elements of an invoice in Romania, since in Romania the invoices between the parties are communicated through the SPV (information system of the National Agency of the Fiscal Administration), and the invoice should be issued in Romanian and have the form of the Supplier's invoicing system. We specify that in the case of cars, the invoicing system is a specific one combined with the manufacturing system, which makes it impossible for the Supplier to issue invoices in a format other than its own.	Bidders are free to consider or not, commissions, discounts and gratuities. There is no direct link between the financial proposal and the invoice that will be issued following the completion of the contractual obligations.	Clarification
6.	Please remove the requirement that the Bidder must submit any discounts and indicate the methodology for applying them in the bid	Please see the provision of clause no. 14, 25 and 34 of Section I - ITB.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	letter in accordance with ITB 12.1, as they are not highlighted in this way in the Bidder's system and the bid must contain the unit price and the final price offered.		
7.	Regarding the requirements of point 14.8 letter b) and letter c), page 16 and the requirement of point 16.4 page 17, please specify which documents the Bidder must submit in order to be considered fulfilled.	Please see the provisions of clause 14.8 of Section I - ITB and of Section II - BDS that complements, supplements, or amend the provisions of the Section I - Instructions to Bidders (ITB). Also, please see the specific forms that must be part of the financial proposal included under Section IV - Bidding forms, "Price Schedules" for all lots and specific to each situation (imported, to be imported, Purchaser's Country)	Clarification
8.	Regarding the requirement on p. 98, regarding the provision of the manufacturer's authorization: Please accept the removal of this document or accept that this declaration is an importer's declaration, so as not to restrict the participation of economic operators who are not car manufacturers.	Please see the provisions of clause 17.2 (a) of Section I - ITB. National distributors are not restricted from participating, but they will have to request the manufacturer to complete this declaration. If the distribution agreement includes the provisions contained in the authorization, it shall be included in the bid and the declaration shall be completed by the distributor/importer.	Clarification
9.	Regarding the requirement to remedy the defects within 72 hours, please agree to a remedy period of 15 days from the date of the vehicle's entry into the service unit, with the possibility of extension by a maximum period of 30 days, if the complexity of the defects and the availability of parts is higher.	Not accepted. Mobile units cannot be made available for such a long period of time and subject to the service agent's agreement for accepting of the vehicle's entry into the service unit. Please see article 4 of addendum no. 1 issued on September 30 th , 2025.	Clarification
10.	With regard to the requirement in point 35, letter a) The Buyer, without prejudice to any other remedy for breach of the Contract, by written	Please see the complete text of clause no. 35 of Section I - ITB.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	notice of default sent to the Supplier, may terminate the Contract in whole or in part: (ii) "if the Supplier fails to perform any other obligation under the Contract;" Please remove this requirement as its general nature leaves the possibility of misinterpretation or abuse.	The provisions of Section I - ITB, Section VI - Fraud and Corruption and Section VIII - General Conditions of Contract are not subject to change unless reference is made to Section II - BDS or Section IX - SCC.	
11.	With regard to the requirement in point 35.1, letter a) The Buyer, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: And the requirement of letter iii) "if the Supplier, in the opinion of the Buyer, has engaged in Fraud and Corruption, as defined in paragraph 2.2a of Annex 1 to the GCC, in competition or in the performance of the Contract." Please agree to the amendment of point 35.1 iii) as follows: "If there is a final court decision by which the Supplier has been convicted of fraud and corruption."	Please see the answer to question no. 10, above.	Clarification
12.	If the Supplier registers partial or total delays with regard to delivery, please agree to the granting of a maximum period of 30 days, the period in which the Supplier will pay late payment penalties and only after this deadline will the right of the Authority arise regarding the execution of the letter of good performance and termination of the contract.	The deadlines for delivery and related services are clearly specified in the forms included under Section VII - Schedule of Requirements, as amended. Please see the provisions of clause no. 27 of Section VIII - GCC and Section IX - SCC.	Clarification
13.	Regarding the signing of the offer, please accept that the signing of the offer and the contract will be made by a proxy of the Administrator with a power of attorney under private signature.	Accepted. The power of attorney must be signed by the legal representative of the bidder - JV or single entity.	Clarification
14.	Please remove the obligation for the Supplier to specify the situation of the vehicles produced in the country, outside the country, in stock in the country, on the way to the country, etc., since the obligation to ensure	The forms are in accordance with the standard documentation of the financing institution. The	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	the delivery of the vehicles on time is the Supplier's, and the information regarding the delivery will be made by the Supplier with prior notice, respectively delivery invitation.	origin of the goods is relevant in relation to the specific provisions, as included in the forms. There is no connection with the delivery date or information about the delivery.	
15.	Regarding the validity of the bank guarantee letter regarding the proper execution of the contract, please accept that its validity is 2 years, in order to comply with the banking standard of certain banks with which the Suppliers have concluded agreements regarding the duration of a letter of guarantee in Romania.	The duration of the bank guarantee - performance security is not related to "banking standards" but to the contracts between economic operators and banks. The bank guarantee must cover all the obligations of the Supplier under the contract, including warranty services.	Clarification
16.	Regarding the validity of the bank guarantee letter regarding the proper execution of the contract, please accept that its validity is 2 years, with the possibility of annual extension up to 5 years, in order to comply with the banking standard of certain banks with which the Suppliers have concluded agreements regarding the duration of a letter of guarantee in Romania.	Please see the answer to question no. 15, above. Under special circumstances, the validity of the guarantee shall be accepted as 28 days after the date of completion of all obligations under the contract, except warranty services, and a performance security shall be submitted prior to the final payment, valid for the warranty period of the goods.	Clarification
17.	Regarding the performance guarantee, please remove this requirement as performance is established and sanctioned by contract.	Not accepted. Please see all the provisions related to performance guarantee.	Clarification
18.	Regarding the forms that must be submitted with the offer, please remove the requirements regarding the obligation to provide the customs duties, import duties, transport taxes and other taxes requested, as the Supplier has the obligation to offer a final price, regardless of how this constitutes the price offered.	As mentioned above, the forms are standard and designed for all possible situations, including for a bidder from outside the country. These costs can be quoted as zero if this is the bidder's choice.	Clarification
19.	Regarding point 16.2 payment conditions, the model regarding the Supplier's payment request, please remove this document, as the	Please see the answer to question no. 10, second para., above.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	completion of the payment request is the responsibility of the Contracting Authority.		
20.	Please remove the terms "Lender" and any terms and forms that refer to the loan from the documentation, as the Provider provides products and does not access funds, loans or lines of credit.	"Lender" - not identified in the RFB.	Clarification
21.	Taking into account the fact that the documentation specifies a payment term of 45 days for invoices and another payment term of 60 days, please specify what is the payment term from the date of issuance of the invoice in SPV space, and make the necessary changes in the tender documentation.	As mentioned under the preamble of Section IX- SCC "The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.". Thus, payments will be made in 45 days.	Clarification
22.	Considering that the procedure is divided into lots and a bid can be submitted for distinct lots, please specify the budget allocated for Lot 1, so as not to mislead a bidder. Please specify whether the budget allocated to Lot 1 contains VAT or not.	According to the procedure, the estimated value is not presented in the RFB and will not be disclosed to potential bidders. Thus, there are no restrictions on participation in relation to the estimated value of the procedure or of a specific lot.	Clarification
23.	Regarding the payment of penalties, please agree that the penalties will not be deducted from the price of the vehicle, but accept the issuance by the Buyer of a penalty invoice, which will be paid by the winning Bidder.	The method of deducting penalties will be identified depending on the situation, including from an accounting point of view.	Clarification
24.	With regard to the requirement in point CCG 13.1, point iii) the original of the certificate of origin for commercial vehicles, issued by the Chamber of Commerce or other relevant authority in the country of origin or in the country of dispatch of the goods; Please remove this requirement for products manufactured in the EU, as the country of origin/manufacture is listed in the product's Certificate of Conformity (COC).	Not accepted. For goods produced in Europe, a certificate of origin can be obtained. During the contract negotiations, based on specific arguments, the requirement for CoO can be adjusted.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
25.	Regarding the requirement regarding the documents accompanying the product upon delivery, respectively "technical documentation/technical book;" Please accept the warranty card document.	Not accepted. Warranty card document is different from the vehicle's technical documentation.	Clarification
26.	Regarding Chapter A, Art 3.2 (Fraud and Corruption), please remove these provisions because the respective verifications concern the buyer and, in the event that additional verifications are necessary, the supplier will be subject to the legal provisions in force in Romania.	Please see the answer to question no. 10, second para., above.	Clarification
27.	With regard to Chapter C, Art 16.4 (Documents establishing the eligibility and conformity of related goods and services), we ask you to eliminate this requirement taking into account the fact that, at the date of preparation of the offers, no bidder can estimate the price of spare parts and the nature of the defects that may occur during the use of the vehicles.	Please see the answer to question no. 10, second para., above.	Clarification
28.	Regarding Chapter C, Art 17.2 (b) (Documents establishing the eligibility and qualifications of the bidder), we ask you to agree to the elimination of the requirement, taking into account that the product will be accompanied upon delivery by the "warranty certificate". The latter includes, in its content, an annex, with the list of repairers authorized by the manufacturer, where warranty or post-warranty work can be carried out.	Please see the answer to question no. 10, second para., above.	Clarification
29.	Regarding Chapter F, Art 46.1 (Performance Security), please agree to the issuance of a Performance Guarantee (Performance Guarantee) after the signing of the public procurement contract by both parties according to the legal provisions, and not after receiving the "Letter of Acceptance from the Buyer".	Please see the answer to question no. 10, second para., above.	Clarification
30.	Please specify how long from the date of submission of the offer the procurement contract will be sign.	We estimate about 3 months, but it depends on the no. of bids and evaluation process.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
31.	Regarding Chapter F, Contract Award, point ITB 42: "The maximum percentage by which the quantities can be increased is: 10%; The maximum percentage by which the quantities can be reduced is: 10%" Please confirm that prior to the signing of the contract the exact quantity of machines to be supplied will be communicated and that this will not be communicated after the signing of the contract. Please also agree that the final price will be updated according to the final quantity ordered.	The notification of award will include all the details about signing the contract, including the exact quantity.	Clarification
32.	Section II For the reasons explained above, please remove the requirements set out in chap. C Preparation of bids item ITB 11.1 (j) subparagraphs 3 and 5 , requirements referring to spare parts. In addition, please clarify the requirement set out in ITB 17.2 letter (a), namely what is "the manufacturer's authorization for the mobile inspection center."	Not accepted. The manufacturer's authorization is required for the goods included in lot no. 1 - form included under Section IV of the RFB.	Clarification
33.	Section III We reiterate the above mentions and we respectfully ask you to eliminate the requirement provided for in letter (g) of the content of chap. 3.1 Qualification criteria (ITB 37.1).	Not accepted. The Bidder or its authorized Agent(s) must be equipped and able to carry out the warranty services.	Clarification
34.	Section IV Regarding the Manufacturer's Authorization form, please remove the requirement to present the number and full address of the manufacturer's factories. This information is not relevant in the context of this acquisition and should not influence the conduct of the procedure. The delivered vehicles will have the "certificate of conformity" document specifying, among other things, the manufacturing plant.	Not accepted. See the answer above.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
35.	Section VII 3. Technical specifications Regarding Art. General requirements for all equipment item 1), we ask you to remove the requirement to include in the offer the copy of the EC certificate or the declaration of conformity of the notified bodies and the manufacturer's declaration of conformity for the goods offered, as this type of document can only be made available to the buyer on the date of delivery of the goods.	Not accepted. The requested documents provide information on the conformity of the goods offered.	Clarification
36.	Section VII Regarding Art. General requirements for all equipment item 3) Warranty, we ask you to agree to the following reformulation: "Warranty period - the service period is specified in the technical specifications for each item. During the warranty period, the supplier must remedy the defects, which are subject to the warranty, or replace the defective equipment, only if there is no technical remedy solution, within a period mutually agreed by the parties, depending on the complexity of the intervention and the stock of the parts supplier." Regarding the technical characteristics required for Lot 1, table, Delivery conditions item 9, please accept the following content: "Upon delivery of the products, they will be accompanied by the following documents: a) tax invoice; b) the certificate of conformity; c) maintenance sheet; d) warranty booklet/certificate; e) vehicle use and operation manual ; f) identity card of the products".	The request is unclear. The requirement is not justified, and it is not accepted to eliminate specific requirements (e.g. provisional circulation authorization valid for 90 days)	Clarification
37.	Section VII Regarding the technical characteristics required for Lot 1, table, Warranty conditions item 11, please agree to the following completion: "Extended warranty + service package for 3-5 years or up to 150,000 km, for a fee."	Not accepted.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
38.	Regarding the technical characteristics required for Lot 1, table, Warranty conditions, please agree to the following completion of the points: "12. For defects covered by the warranty, the supplier shall provide spare parts and labor free of charge during the warranty period. For defects that are not subject to the warranty and for interventions in the post-warranty period, the supplier will provide parts and labor for a fee	Please see addendum no. 1 issued on September 30 th , 2025	Clarification
39.	Section VII 13. For the defects covered by the warranty, the warranty is ensured, both for the spare parts and for the labor related to their replacement by service centers authorized by the supplier in Romania, at the expense of the supplier, in accordance with the legislation in force.	Please see addendum no. 1 issued on September 30 th , 2025	Clarification
40.	Section VII 15. All costs related to the repair of the immobilized defects covered by the warranty (towing or transport on the platform from the place of immobilization of the car to the nearest service unit in the authorized network of the Supplier for carrying out repairs during the warranty period and repair of the car) are borne by the Supplier. The product means the car with all the features provided in the specifications. Troubleshooting or towing will be done as far as possible as soon as possible from the moment the exact location of the immobilized vehicle is established.	Please see addendum no. 1 issued on September 30 th , 2025	Clarification
41.	Section VII 17. The supplier is obliged to ensure the repair of the products according to the provisions contained in the Maintenance and Warranty Book accompanying the product. For hidden defects, if, during the average period of use of the vehicles specified in the Warranty Booklet, it is found beyond doubt, by the parties, that the vehicles had a hidden defect, attributable to the manufacturer, the parties agree as follows: a. the	Please see addendum no. 1 issued on September 30 th , 2025	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	remedy of the hidden defect found without a doubt will consider, first of all, bringing the vehicles back to normal operating condition by the least onerous way for the Supplier, maintaining proportionality to the technical damage suffered (a measure is disproportionate if it requires, compared to another measure, additional or higher costs);		
42.	Section VII b. The buyer may not request the replacement of the vehicle for which the existence of the hidden defect has been proven without doubt or the refund of its value only in the situation where there is no solution for repairing the vehicle; the determination of the manner of bringing the vehicle to the normal state of operation belongs exclusively to the Supplier;c. The buyer is obliged to denounce the latent defect within 2 days from the date of finding the latent defect in an authorized service according to art. 1709 para. 2 of the new Civil Coded. The right of action for hidden defects is prescribed under the conditions of art. 2531 para.1 letter a) of the New Civil Code and runs from the date of ascertainment of the hidden defect according to letter c) of this article;e. if the Buyer does not denounce the defects according to letter d) this is equivalent to the acceptance by the latter of the respective defect, no longer having the right to request any repair from the Supplier and with the waiver of the Buyer any action regarding the defect."	Please see addendum no. 1 issued on September 30 th , 2025	Clarification
43.	Section VII Regarding the technical characteristics required for Lot 1, table, Warranty conditions item 11, please agree to the following addition: "Extended warranty + service package for 3-5 years or up to 150,000 km, for a fee."	Not accepted.	Clarification
44.	Section VII Please confirm that by offering a standard 3-year warranty, within the limit of 150,000 km, whichever of the two limits is met the first	We confirm.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	(according to your minimum requirement) and service package included for this period, your requirement is considered met.		
45.	Section VII Regarding the requested delivery time, respectively 150 days, given the complexity of the project and the color requested for the van, a color not usually found in the color catalog of car manufacturers, which leads to a longer manufacturing time, please accept a delivery time of maximum 180 days from the date of signing the contract.	Not accepted.	Clarification
46.	Section VII Regarding the requirement in point 3.1 Qualification criteria (ITB 37.1), the letter "The Bidder or its authorized Agent(s) must be equipped and capable of performing the warranty services (no. from Monday as indicated in the Technical Specification starting with the date of signing the reception protocol for the completion of the related services) /after-sales services and storage of spare parts provided in the Conditions of Contract and/or the Technical Specifications or the Bidder must prove that it will be represented in Romania by an authorized Agent or will submit a letter of intent or pre-agreement with a local agent(s) for the provision of after-sales services. The successful bidder must prove that the agent is equipped and able to perform warranty/after-sales services and storage of spare parts (i.e. copies of the relevant pages of service contracts or contracts, except for pricing information). The successful bidder must provide supporting documents to prove that it meets the requirement and must provide details of the available resources of the authorised service agents, service personnel, spare parts warehouse, contact point, address, telephone number and fax. " Please remove the obligation to provide copies of the relevant pages of the service contracts or contracts and accept the Offeror's statement stating that it will provide the requested services through the list of	At the bidding stage the Bidder must prove that it will be represented in Romania by an authorized Agent or will submit a letter of intent or pre-agreement with a local agent(s) for the provision of after-sales services. Before signing the contract, the successful bidder must meet the requirement specified in the second part of the qualification criteria.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	authorized repairers and the provision of the list of repairers for performing defects during the warranty period and post-warranty.		
47.	Section VII Regarding the requirement Technical Specification for 30 (thirty) commercial vehicles for the collection and transport of samples, requirement 1.2 "Doors - 2 in the passenger compartment, sliding doors on both sides, 1 or 2 in the rear of the cargo compartment", please confirm that by offering a 5-seater van with 2 front swing doors (driver + passenger), 2 rear side sliding doors and 2 rear swing doors for access to the cargo compartment, your requirement is considered fulfilled.	We confirm.	Clarification
48.	Regarding the requirement Technical Specification for 30 (thirty) commercial vehicles for the collection and transport of samples, requirement 1.3 "Sliding door windows and rear doors - must be tinted dark", please confirm that by bidding a van with rear side sliding door windows with a dark tint by applying a specialized film, your requirement is considered fulfilled.	We confirm that the solution proposed is accepted.	Clarification
49.	Regarding the requirement Technical Specification for 30 (thirty) commercial vehicles for the collection and transport of samples, requirement 1.3 "Sliding door windows and rear doors (...)", please confirm that by offering a van without windows at the rear doors that allow access to the cargo space, your requirement is considered fulfilled.	We confirm.	Clarification
50.	Section VIII - GCC Please add a chapter with the duration of the contract. The duration of the contract must cover the maximum delivery term requested and the payment term of the products to be delivered.	The duration of the contract is determined by the terms for completion of all contractual obligations, respectively delivery, related services and warranty services.	Clarification
51.	Section VIII - GCC '(k)'Related services' means services related to the supply of goods, such as insurance, installation, training and remediation of non-conformities in delivery.'	Section VIII is not subject of modifications.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
52.	Section VIII - GCC Regarding chap. 16. Payment conditions item 16.3, we ask you to clarify the payment term, given that, in the content of this article, it is 60 (sixty) days, while, within Section IX - Special Conditions of Contract, it is mentioned that "all payments under the contract will be made within 45 (forty-five) days."	Please see the answer to question no. 21 above.	Clarification
53.	Section VIII - GCC Regarding Article 18.1, please agree to the issuance of a Performance Guarantee (Performance Guarantee) after the signing of the public procurement contract by both parties according to the legal provisions, and not after the notification of the award of the contract (see DECISION no. 395 of June 2, 2016 (*updated*) for the approval of the Methodological Norms for the application of the provisions regarding the award of the public procurement contract/framework agreement of Law no. 98/2016 on public procurement). Please remove Article 25.3, as the provisions of this article are ambiguous and may leave room for interpretation, there are no "accidental services".	Not accepted. Please see clarification address no. 1.	Clarification
54.	Section VIII - GCC As they exceed the contractual object, we ask you to accept the deletion of art. 26.4 - art. 26.8.	Not accepted. Please see the answer to question no. 21 above.	Clarification
55.	Section VIII - GCC With regard to Chapter 27, please approve the following rewording: "27.1 If, due to its sole fault, the Supplier fails to fulfill its obligations assumed by the contract, then the Buyer has the right to charge as penalties, an amount equivalent to a percentage share of the price of the products not delivered on time, calculated by applying the percentage of the legal penalty interest to the value of the unfulfilled obligation, until the actual fulfillment of the obligations. 27.2 If the Buyer does not honor the invoices within the term stipulated in the contract, then the Buyer has the obligation to pay, as penalties,	Not accepted. Please see the answer to question no. 21 above.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	an amount equivalent to a percentage of the unpaid payment, calculated by applying the percentage of the legal penalty interest to the unpaid value, until the actual fulfillment of the obligations. 27.3 Failure to comply with the obligations assumed by this contract by one of the parties, culpably and repeatedly, entitles the injured party to consider the contract as terminated and to claim the payment of damages."		
56.	Section VIII - GCC Regarding article 28.3, please agree to its elimination because the warranty for the delivered products is valid starting with the delivery and signing of the reception report.	We confirm. The period of validity of the Warranty shall be a minimum of 36 months from the date of signing the Reception Protocol/s for the completion of the contract obligations as specified under Section IX - SCC.	Clarification
57.	Section VIII - GCC Regarding art. 28.5 and 28.6, please approve the reformulation, as follows: '28.5. "Upon receipt of such notification, the Supplier shall repair or replace, only if there is no technical remedy solution, the defective Goods or parts thereof, within the mutually agreed period, at no cost to the Buyer."	Please see the above answers and the provisions of addendum no. 1 issued on September 30th, 2025	Clarification
58.	Section VIII - GCC 28.6 "If, after being notified, the Supplier fails to remedy the defect within the mutually agreed period, the Buyer may within a reasonable time take such remedial measures as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights that the Buyer may have against the Supplier under the Contract."	Please see the above answers and the provisions of addendum no. 1 issued on September 30th, 2025	Clarification
59.	Section VIII - GCC In view of the fact that it is not subject to this agreement, we ask that you remove Chapter 29 Patent Indemnification from the content of the agreement.	Not accepted. Please see the answer to question no. 21 above.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
60.	Section VIII - GCC In order to establish a balance between considerations, we ask you to approve the reformulation of art. 33.1, as follows: 'The parties may, by mutual agreement, make changes to the general scope of the contract in any or more of the following ...'	Not accepted. Please see the answer to question no. 21 above.	Clarification
61.	Section VIII - GCC From the same considerations, please accept the reformulation of art. 35.1 letter (a) subparagraph (i) and letter (b), as follows: "(a)- (i) : "if, through its sole fault, the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within the framework of any extension thereof granted by the Buyer in accordance with Clause 34 of the GCC"; (b) "The Supplier, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the Buyer, may terminate the Contract in whole or in part: 1. if the Buyer fails to make full/partial payment for the supplied products, within the period specified in the Contract or within the framework of any extension thereof granted by the Supplier; 2. if the Buyer fails to perform any other obligation under the Contract; or 3. if the Buyer, in the opinion of the Supplier, has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Annex 1 to the GCC, in competition or in the performance of the Contract."	Not accepted. Please see the answer to question no. 21 above.	Clarification
62.	Section VIII - GCC As regards art. 35.3, please accept the completion of letter (a), as follows: 1. "Only under the conditions of art. 37, the Buyer, by a notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the	Not accepted. Please see the answer to question no. 21 above.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	termination is for the convenience of the Buyer, the extent to which the Supplier's performance under the Contract is terminated and the date on which such termination becomes effective."		
63.	Section IX - SCC Regarding Art. CCG 16.5, para. 1, Please accept the following reformulation: "The Buyer will pay interest to the Supplier, if it does not fulfill its payment obligation within the term established by this Contract, respectively 45 days from the date of issuance of the invoice and transmission to the Buyer of the requested documents."	Please consider the provisions of clause 16.5 of Section IX - SCC in correlation with the provisions under the same clause of Section VIII-GCC.	Clarification
64.	Section IX - SCC Regarding art GCC 18.4, please agree to the following rewording: "The supplier undertakes to provide the guarantee of good performance of the contract in the amount of 10% of the total value without VAT, respectively _____, valid for a maximum of 14 days after the date of delivery, of signing the report of delivery and receipt of the product. The performance guarantee can be constituted by a guarantee instrument issued under the law by a banking company or an insurance company, which is presented in original." (The duration of the performance guarantee cannot include the technical warranty period because the technical warranty certificate constitutes a completely separate commitment, the warranty period is subject to specific legislation, the technical warranty is granted under the same conditions and if we do not have a concluded contract)	Not accepted. It is not acceptable to provide an alternative performance security to bank guarantee. Please see the answer to question no. 16 above.	Clarification
65.	Section IX - SCC Regarding the CCG 27.1, both aligned, please agree with the following reformulation: "If, by the total or partial non-performance of an obligation assumed by the supplier under this Contract, a damage is caused to the buyer, the	Please consider the provisions of clause 27.1 of Section IX - SCC in correlation with the provisions under the same clause of Section VIII-GCC.	Clarification



No.	Request for clarification	Clarification Response	Clarification or Amendment to the Bidding Document
	buyer has the right to claim the equivalent value of the damage suffered that can be proven."		
66.	Section IX - SCC Regarding the CCG 28.3, please agree with the following reformulation of the last paragraph: "Throughout the duration of the contract, the supplier will provide technical support. The supplier provides a point of contact, available by phone from Monday to Friday from 8:00 a.m. to 8:00 p.m., and on Saturday from 8:00 a.m. to 4:00 p.m., email address and postal address. The maintenance of the products, the reporting and the finding of faults will be carried out in the service units of the Supplier's authorized repairers, in the presence of the authorized delegate of the Buyer during the working hours. »	Please see the above answers and the provisions of addendum no. 1 issued on September 30 th , 2025.	Clarification
67.	Section IX - SCC Regarding art. GCC 28.5, GCC 28.6, please accept that they will have the following content: "The repair or replacement period will be mutually agreed by the parties, depending on the complexity of the intervention and the stock of the parts suppliers."	Please see the above answers and the provisions of addendum no. 1 issued on September 30 th , 2025.	Clarification