



Registration number: 4718 / 09.12.2025

## INVITATION TO PARTICIPATE

to the public procurement procedure for professional training services within the project **"University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT)**, funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506

### Annex No. 2, CPV Code: 80530000-8 — Vocational training services

The Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI) is organising the procurement of services, through internal procedural rules, for professional training services within the project **"University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT)**, funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506, for a period of 36 months, but no later than 28 February 2029.

To this end, UEFISCDI is launching a public procurement procedure for professional training services, to which you are invited to submit a bid.

This invitation to participate includes the following documents:

1. Data sheet
2. Specifications
3. Forms and annexes
4. Service contract (template)
5. Service Acceptance Report (template)

Procurement Manager

Andreea Cristina ZAHARIA





APPROVED,  
General Manager UEFISCDI  
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Project Manager

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**AWARD DOCUMENTATION  
FOR THE SERVICE PROVISION CONTRACT**

Procurement of professional training services within the project "**University Leadership for Knowledge and Technology Transfer**" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506, for a period of 36 months, but no later than 28 February 2029.

**CPV code: 80530000-8 — Vocational training services**

**INVITATION TO PARTICIPATE**

**CHAPTER I: DATA SHEET**

**CHAPTER II: SPECIFICATIONS**

**CHAPTER III: FORMS AND ANNEXES**

**CHAPTER IV: SERVICE CONTRACT (MODEL)**

**SERVICE ACCEPTANCE REPORT (MODEL)**





Please note:

**By submitting a bid, the bidder accepts in advance the general and specific conditions governing this procurement, regardless of the bidder's own terms and conditions of sale. Bidders are required to carefully review the tender documentation and prepare their bids in accordance with all instructions and technical specifications contained in the documentation. No costs incurred by the economic operator for the preparation and submission of the tender will be reimbursed. All these costs will be borne by the economic operator tenderer, regardless of the outcome of the procedure.**

**Each document in the tender shall be signed by the legal representative of the economic operator. If they are signed by another person, that person shall present a power of attorney. Documents issued in a language other than Romanian must be accompanied by a certified translation into Romanian. All documents shall bear, on each page, the signature of the legal representative or the person authorised to sign the tender, as well as the stamp.**

**The documents shall be issued for each of the economic operators in the case of an association. The documents issued by the competent authorities shall be submitted in original or as a "certified copy" thereof, valid on the date of opening of the tenders.**





## CHAPTER I

### PROCUREMENT DATA SHEET

#### SECTION I: CONTRACTING AUTHORITY

##### I.1) NAME, ADDRESS AND CONTACT POINT(S)

Official name: Executive Agency for Higher Education, Research, Development and Innovation Funding(UEFISCDI)		
Address: 21-25 D.I. Mendeleev Street, Sector 1		
Town: Bucharest	Postal code: 010362	Country: Romania
Contact point(s): For the attention of: Andreea Cristina Zaharia	Telephone: +40 21 30 80 557	
Email: andreea.zaharia@uefiscdi.ro	Fax: +40 311 59 92	
Internet address(es) (if applicable): Address of the contracting authority's main office (URL): <a href="http://www.uefiscdi.gov.ro">www.uefiscdi.gov.ro</a>		
Number of days until which clarifications may be requested before the deadline for submission of tenders/applications  Days: <b>9</b>  The contracting authority will respond clearly and completely to all requests for clarification/additional information at least <b>7 days</b> before the deadline for submission of tenders.		

##### I.2) TYPE OF CONTRACTING AUTHORITY AND MAIN ACTIVITY (MAIN ACTIVITIES)

<input checked="" type="checkbox"/> Ministry or any other national or federal authority, including their regional or local subdivisions <input type="checkbox"/> National or federal agency/office <input type="checkbox"/> Territorial community <input type="checkbox"/> Regional or local agency/office <input type="checkbox"/> Public law body <input type="checkbox"/> European institution/agency or European organisation	<input type="checkbox"/> General public services <input type="checkbox"/> Defence <input type="checkbox"/> Public order and safety <input type="checkbox"/> Environment <input type="checkbox"/> Economic and financial affairs <input type="checkbox"/> Health <input type="checkbox"/> Construction and land use planning <input type="checkbox"/> Social protection <input type="checkbox"/> Recreation, culture and religion
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<input type="checkbox"/> Other (please specify): _____	<input checked="" type="checkbox"/> Education <input type="checkbox"/> Others (please specify): _____ _____
The contracting authority acts on behalf of other contracting authorities      yes <input type="checkbox"/> no <input checked="" type="checkbox"/>	

## SECTION II: SUBJECT OF THE CONTRACT

### II.1) DESCRIPTION

<b>II.1.1) Name date of the contract/competition/project by the contracting authority/entity</b>		
Vocational training services within the project " <b>University leadership for knowledge and technology transfer</b> " (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506		
<b>II.1.2) Type of contract and place of execution of works, delivery of products or provision of services</b>		
<b>a) Works</b> <input type="checkbox"/>	<b>B) Products</b> <input type="checkbox"/>	<b>c) Services</b> <input checked="" type="checkbox"/>
<b>Execution</b> <input type="checkbox"/> <b>Design and execution</b> <input type="checkbox"/> Execution, by any means, of a work, of a project, of a service, of a work, of a project, of a service, of a work, of a project, of a service, of means, of a work, in accordance with the requirements specified by the contracting authority contracting authority	<b>Purchase</b> <input type="checkbox"/> <b>Leasing</b> <input type="checkbox"/> <b>Rental</b> <input type="checkbox"/> <b>Rental with option to purchase</b> <input type="checkbox"/> <b>purchase</b> <b>A combination of these</b> <input type="checkbox"/>	<b>Category of services:</b> Annex 2 – Administrative social services, educational services, health services and cultural services





Principal place of performance ..... NUTS code □□□□□□	Principal place of delivery ..... NUTS code □□□□□□	Main place of performance Bucharest, NUTS code RO321
II.1.3) Procedure involved		
<b>A public procurement contract</b> <input checked="" type="checkbox"/>		
Implementation of a dynamic purchasing system (DPS) <input type="checkbox"/>		
Conclusion of a framework agreement <input type="checkbox"/>		
<b>II.1.4) Brief description of the contract or procurement(s)</b>		
The services are required for the proper organisation and implementation of activities within the project " <b>University Leadership for Knowledge and Technology Transfer (LEADERSHIP TT)</b> ", funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506		
II.1.5) CPV classification (common procurement vocabulary)		
	Main vocabulary	
Main subject	80530000-8 — Vocational training services	
II.1.6) The contract falls under the Agreement on Government Procurement (GPA) yes <input type="checkbox"/> no <input checked="" type="checkbox"/>		
II.1.7) Division into lots <span style="float: right;">yes <input type="checkbox"/> no <input checked="" type="checkbox"/></span>		
II.1.8) Variants (alternative offers) will be accepted <span style="float: right;">yes <input type="checkbox"/> no <input checked="" type="checkbox"/></span>		

## II.2) QUANTITY OR SCOPE OF THE CONTRACT

<p>II.2.1) Total quantity or scope (<i>including, where applicable, all lots and all options</i>) Vocational training services in the field of technology transfer and knowledge will necessarily include:</p> <ol style="list-style-type: none"> <li>1. Development, provision and updating of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process;</li> <li>2. Vocational training on technology transfer and the exploitation of research results for experts in the academic environment;</li> <li>3. Professional training on technology transfer and the exploitation of research results for students (shadowing and demonstration teaching).</li> </ol> <p><b>The procurement of these professional training services is provided for in the project application, under the following activities:</b> <b>Total estimated value: 1,526,521.57 lei, excluding VAT:</b></p> <ul style="list-style-type: none"> <li>• <b>A1.</b> Development of a study programme on the exploitation of research results in doctoral and postdoctoral studies – <b>estimated value 726,521.57 lei excluding VAT</b></li> <li>• <b>A2.</b> Implementation of a study programme on the exploitation of research results in doctoral and postdoctoral studies – <b>estimated value 800,000.00 lei excluding VAT</b></li> </ul>
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**The total estimated value cannot be exceeded.**  
**The value for each activity may not be exceeded.**  
**Bids that exceed the total estimated value and the value corresponding to each activity will be declared unacceptable (in accordance with Article 137(2)(e) of Government Decision 395/2016).**

II.2.2) Options (*if applicable*) yes   
no

II.2.3) Minimum percentage of works/services to be subcontracted by the concessionaire to third parties (*where applicable, in the case of concession contracts*)

### II.3) CONTRACT DURATION OR DEADLINE FOR COMPLETION

Duration in days: **36 months** *from the date of signing the service contract, but no later than 28 February 2029.*

### II.4) CONTRACT PRICE ADJUSTMENT

II.4.1. Contract price adjustment yes  no

The contract will be adjusted according to the following method: During the performance of the contract, under the conditions of Article 221 of Law No. 98/2016 on public procurement, price adjustment is possible only if there are legislative changes or if local authorities have issued administrative acts establishing, modifying or waiving certain local taxes/duties, the effect of which is reflected in an increase/decrease in the costs on which the contract price was based.

## SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

### III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required (*if applicable*)

III.1.1.a) Participation guarantee yes  no

III.1.1.b) Performance guarantee yes  no

III.1.2) Main financing and payment methods and/or reference to relevant provisions:

**Budget of the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506 – maximum 1,526,521.57 lei, excluding VAT.**

III.1.3) Legal form to be taken by the group of economic operators to which the contract is awarded (*if applicable*)

Association pursuant to Article 53 of Law No. 98/2016 on public procurement;  
Association pursuant to Article 66 of Law No. 99/2016 on sectoral procurement;





Association pursuant to Article 39 of Law No. 100/2016 on works concessions and service concessions.

III.1.4) The performance of the contract is subject to other special conditions (*if applicable*) yes  no

III.1.5. Applicable legislation

- ✓ *Law No. 98/2016 on public procurement*
- ✓ *Government Decision No. 395/2016 approving the rules for the application of the provisions relating to the award of public procurement contracts/framework agreements under Law No. 98/2016 on public procurement*
- ✓ *Government Emergency Ordinance No. 58/2016 amending and supplementing certain legislative acts with an impact on public procurement*
- ✓ *Law on sectoral procurement No. 99/2016*
- ✓ *Law on remedies and appeals in the field of awarding public procurement contracts, sectoral contracts and works and services concession contracts, as well as for the organisation and functioning of the National Council for the Settlement of Appeals No. 101/2016*

## III.2) CONDITIONS FOR PARTICIPATION

III.2.1) Personal situation of economic operators, including requirements relating to registration in the trade or professional register

III.2.1.a) Personal situation of the candidate or tenderer:

1. Declaration of non-compliance with the situations provided for in Articles 164, 165 and 167 of Law No. 98/2016 on public procurement FORM 2.

Supporting documents for proving the requirement:

- Tax certificate regarding the payment of obligations to the general consolidated state budget issued by ANAF, showing that the tenderer has no outstanding debts at the time of submission.
- Tax certificate regarding the payment of obligations to the local budget, showing that the tenderer has no outstanding debts at the time of submission.
- Criminal record of the economic operator and of the members of the administrative, management or supervisory body of that economic operator, or of those who have powers of representation, decision-making or control within it, as shown in the certificate issued by ONRC / the articles of association

**Foreign legal persons shall submit any relevant documents issued by the authorised institutions of their country of origin (tax certificates, criminal records, other equivalent documents, etc.) proving that they have fulfilled their obligations to pay taxes, fees and contributions to the state and local budgets.**

According to Article 166(2) of Law No. 98/2016, an economic operator shall not be excluded from the award procedure when the amount of taxes, fees and contributions to the general consolidated budget owed and outstanding is less than 10,000 lei;





**2. Declaration on the avoidance of conflicts of interest provided for in Articles 59 and 60 of Law No. 98/2016 FORM 3.**

The persons within the contracting authority with decision-making functions are: Adrian CURAJ – General Manager; Magdalena SUSAN RESIGA – Deputy General Manager; Gabriela JITARU – Director of Higher Education (Proxy), Luciana BRATU – Head of Department, Lucia BOICENCO – Economic Director, Gabriela POPA – Technical and Financial Manager; Daniela ILIESCU – Technical and Financial Manager; Theodora GANA – Technical and Financial Manager; Elena Victoria ZAHARIA – Technical and Financial Manager; Florica ȚÎRLEA – CULEA – Technical and Financial Manager, Ecaterina Ghiță – Legal Advisor; Octavian Daniel POPA – Project Manager; Cristina Angela PLEȘCAN – Project Assistant; Cristina MANDACHE - Financial Manager; Andreea Cristina ZAHARIA - Project Public Procurement Manager, Oana-Alina CRUȘMAC - Implementation Expert A.1; Mihai-Alexandru DINU - Implementation Expert A.2; Oana-Maria IONESCU – Implementation Expert A.1; Marius Alexandru MITROI -Content Coordinator A.1.; Ana-Maria NENECIU – Implementation Expert A.2; Elena SIMION – Content Coordinator A.2; Alina BAHNA – Implementation Expert A.2.

In accordance with the provisions of Regulation (EU) No. 241/2021, Art. 22, para. 2, letter d), points (i-iii) regarding the identification of the actual beneficiary, the tenderer shall submit, together with the tender, a **Declaration on the beneficial owner of the legal person** (extract issued by the ONRC or equivalent) accompanied by the updated criminal records of the beneficial owners. Foreign natural or legal persons shall submit supporting and/or equivalent documents issued by the authorised institutions of their country of origin regarding the identification of the beneficial owner.

**4. Commitment regarding the financial support of the bidder/candidate/group of economic operators by a supporting third party FORM 4, or, where applicable, the subcontracting agreement and/or association agreement FORM 5.** Economic operators relying on the capacities of other entities (supporting third parties/subcontractors) shall submit the documents requested above separately for each of the entities on which they rely.

Economic operators submitting a bid in association/group shall submit the documents requested above for each member of the association/group.

Supporting documents shall be submitted in original/certified copy/legible copy marked "true to the original" and shall be accompanied, where applicable, by an authorised translation into Romanian.

**NOTE:**

Failure to submit the above-mentioned documents together with the bid (including for the supporting partner/third party) will result in its rejection as unacceptable.

Failure to submit, together with the bid, the firm commitment of the supporting third party showing the actual manner in which its support will be provided, or, where





applicable, the subcontracting agreement and/or the association agreement, will result in the bid being rejected as unacceptable.

### III.2.1.b) Capacity to pursue the professional activity

Information and formalities necessary for assessing compliance with the requirements mentioned:

1. General information FORM 6.

Supporting documents for proving the requirement:

- **Certificate issued by the Trade Register Office attached to the Territorial Court, showing the main/secondary activity relevant to the subject of this procurement. The information in the certificate shall be current and accurate at the time of its submission.**

Economic operators relying on the capacities of other entities (third-party supporters/subcontractors) shall submit the documents requested above separately for each of the entities on which they rely.

Economic operators submitting a bid in association/group shall submit the documents requested above for each member of the association/group.

The supporting documents shall be submitted in original/certified copy/legible copy marked "true to the original" and shall be accompanied, where applicable, by an authorised translation into Romanian.

**Foreign natural or legal persons submitting bids shall submit:**

- Documents proving a form of registration/certification or professional affiliation, in accordance with the law of the bidder's country of residence;
- Certification documents, in accordance with the legal provisions of the country in which the bidder is resident, on the following elements: full name, duration of operation, registered office, associates/shareholders, authorised persons/directors, areas of activity, authorised activities;
- Certificate of Tax Residence (avoidance of double taxation) or a declaration, valid for the current calendar year.
- All documents submitted shall be accompanied by certified translations into Romanian.

### III.2.2) Economic and financial capacity – not required

### III.2.3.a) Technical and/or professional capacity

Information and/or minimum level(s) required for assessing compliance with the requirements mentioned	Method of fulfilment
<p><b>Requirement 1:</b></p> <p><b>The tenderer must be <u>a provider of internationally recognised training courses in the field of technology transfer.</u></b></p>	<p>Given the provisions of the funding application, which state that participating universities will be immersed in international innovation ecosystems, benefiting from the expertise of specialised international organisations</p>





<p><b>Technology transfer refers to the process by which knowledge, research results and innovations developed in academia or research are transformed into products, services or processes applicable in industry or society.</b></p>	<p>with experience and expertise in delivering courses on technology transfer and the commercialisation of research results, the tenderer must be a provider of internationally recognised training courses in the field of technology transfer.</p> <p><b>Supporting documents to prove the requirement:</b></p> <p>e presentation of at least one accreditation certificate or recognition or affiliation or other relevant documents</p>
<p><b>Requirement 2:</b></p> <p><b>Experience in developing and delivering international training courses/programmes in the field of knowledge and technology transfer and/or commercialisation of research results</b></p>	<p>The tenderer must have experience in developing and delivering international training courses/programmes in the field of knowledge and technology transfer and/or commercialisation of research results.</p> <p><b>Supporting documents to prove this requirement:</b></p> <p>Presentation of at least one relevant project/contract/agreement.</p>
<p><b>Requirement 3:</b></p> <p><b>Experience in running international programmes/projects aimed at increasing technology transfer/commercialisation capacity</b></p>	<p>The tenderer must have experience in running international programmes/projects aimed at increasing technology transfer/commercialisation capacity.</p> <p><b>Supporting documents for proving the requirement:</b></p> <p>Presentation of at least one relevant project/contract/agreement.</p>





<p><b>Requirement 4:</b></p> <p><b>Similar experience</b></p> <p>The tenderer shall prove, by means of one or more contracts, that it has provided services similar to the subject matter of this procedure in the last 5 years, with a cumulative value of at least 1,526,521.57 lei, excluding VAT, in relation to the estimated value of the contract - FORMS 7 and 8.</p> <p><b>Similar services mean: developing and delivering professional training courses in the field of knowledge and technology transfer and/or commercialisation of research results at international level</b></p>	<p><b>Supporting documents for proving the requirement:</b></p> <p>Compliance with the requirement will be proven by submitting supporting documents/certificates (document certifying the fulfilment of contractual obligations, acceptance reports, other relevant documents supporting the requirement) showing the value of similar services actually provided in the last 5 years in accordance with the requirement. The supporting documents shall be issued or countersigned by the beneficiaries and shall contain information on the contracting parties, values (Lei without VAT), the detailed subject matter of the contract, the period of performance, the quality of the tenderer in the contract, the manner of fulfilment of the contractual obligations and any damages.</p> <p>Economic operators relying on the capacities of other entities (third-party supporters/subcontractors) shall submit the documents requested above separately for each of the entities on which they rely.</p> <p>Economic operators submitting a bid in association/group shall submit the documents requested above for each member of the association/group.</p> <p>All bidders shall submit the commitment of the supporting third party/parties FORM 9.</p> <p>Supporting documents shall be submitted in original/certified copy/legible copy marked "true to the original" and shall be accompanied, where applicable, by an authorised translation into Romanian.</p> <p><b>NOTE:</b></p> <p>The reference exchange rate to be used for calculating the equivalence for contracts whose value is expressed in a</p>
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	<p>currency other than the Romanian leu is the average annual exchange rate in lei/currency communicated by the National Bank of Romania for each year.</p>
<p><b>Requirement 5:</b> <b>Subcontracting ratio – if applicable</b></p>	<p><b>If applicable</b>, tenderers shall include information on subcontractors as well as information on the part of the contract that the economic operator may intend to subcontract. The following shall be submitted: Declaration regarding the part(s) of the contract that are performed by subcontractors and their specialisation – FORM 20 + ANNEX</p>
<p>III.2.3.b.) Quality assurance standards</p>	<p>yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p>
<p>III.2.4) Reserved contracts (<i>if applicable</i>) <input checked="" type="checkbox"/></p>	<p>yes <input type="checkbox"/> no <input type="checkbox"/></p>

### III.3) SPECIFIC CONDITIONS FOR SERVICE CONTRACTS

<p>III.3.1) The provision of the services in question is reserved for a particular profession yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p>
<p>III.3.2) Legal persons are required to indicate the names and professional qualifications of the staff responsible for providing the services in question yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p>

## SECTION IV: PROCEDURE

### IV.1) AWARD PROCEDURE

<p>IV.1.1) Type of procedure and manner of conduct</p>
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IV.1.1.a) Manner of conducting the award procedure

Offline  Online

IV.1.1.b) Type of procedure

**Internal procedural rules**

## IV.2) AWARD CRITERIA / PROJECT EVALUATION CRITERIA (competition for solutions)

### IV.2.1) Award criteria

#### **Best quality-price ratio**

**FINANCIAL OFFER = 40 points**

**TECHNICAL OFFER = 60 points**

**TOTAL = 100 points**

1) The score for the "**FINANCIAL OFFER**" evaluation factor is awarded as follows:

a) the lowest bid price is awarded the maximum score allocated to the evaluation factor, i.e. 40 points

b) for a price other than that specified in point a), the score is calculated according to the following algorithm:

$$P_{\text{financial (n)}} = (\text{price minimum bid} / P_n) \times 40$$

**Where:**

**P<sub>n</sub>** = current bid price

The prices compared for the purpose of awarding points are the prices offered for the supply of the products requested in the tender specifications, excluding VAT.

2) The score for the evaluation factor "**TECHNICAL OFFER**" is awarded according to the evaluation grids in the tables below. The maximum score allocated to the evaluation factor is **60 points**

Evaluation criteria	Maximum score	Weighting %
1. Offer price, excluding VAT, P <sub>financial</sub>	40	40
2. Technical bid	60	60
2.1. Experience of key experts, P <sub>total</sub>	50	50





2.1.a Experience of key expert 1, demonstrated by the number of similar projects/activities/contracts coordinated, Pe1	8	8
2.1.b Experience of key experts 2 - 7, as evidenced by the number of similar projects/activities/contracts implemented, Pe2 - 7	42	42
2.2 Demonstration of an appropriate technical proposal for carrying out the activities and achieving the results under the Contract Pm <sub>total</sub>	10	10
TOTAL	10	100

Technical evaluation factor	Score
2.1. Experience of key experts, Petotal	50
<p>The sum of the maximum scores allocated to key experts is equal to 50, respectively the maximum score allocated to the evaluation factor "Experience of key experts". The calculation algorithm applies to each of the 7 proposed key experts, adding up the scores obtained.</p> <p>The minimum requirement in the specifications regarding specific experience will not be scored.</p>	
2.1.a Experience of key expert 1	8
The score for similar experience will be awarded as follows:	- for experience consisting of coordinating 2 similar projects/activities/contracts, 3 points will be awarded
- for experience consisting of coordinating 2 similar projects/activities/contracts, 3 points will be awarded	3
- for experience consisting of coordinating 3 similar projects/activities/contracts, 5 points will be awarded	5
- for experience consisting of coordinating > 3 similar projects/activities/contracts, 8 points are awarded	8
2.1.b Experience of key experts 2-7, Pe2-7	42
The score will be calculated for each expert individually.	6 x 7





The score for similar experience/expert will be awarded as follows:			
- for experience consisting of involvement in 2 similar projects/activities/contracts - 3 points			3
- for experience consisting of involvement in 3 similar projects/activities/contracts - 5 points			5
- for experience consisting of involvement in > 3 similar projects/activities/contracts - 7 points			7
2.2 Demonstration of an appropriate technical proposal for carrying out the activities and achieving the results under the Contract, Pm total			10
<p>- For the evaluation factor "Demonstration of an appropriate technical proposal for carrying out the activities and achieving the results under the Contract", a number of 3 sub-factors have been established, which will be used by the evaluation committee as benchmarks in assessing the factor, which will be assessed according to the rating "very good/good/acceptable". The evaluation committee will award the rating taking into account the guidelines presented in the table below.</p> <p>Each rating corresponds to a score. The score for the rating "very good" is 10, the score for the rating "good" is 7, and the score for the rating "acceptable" is 4.</p> <p>The maximum total technical score that can be awarded to a technical proposal (for evaluation factor 2.2) is 10 points.</p>			
<i>The evaluation will be based on the degree of adequacy, consistency and relevance of the technical proposal to the requirements in the Specifications.</i>		<i>Ratings</i>	<i>Score</i>
<p>The technical proposal clearly demonstrates a thorough understanding of the requirements in accordance with the nature of the tasks set out in the Specifications and includes:</p> <ul style="list-style-type: none"> <li>• an integrated, coherent and adequate description of the services</li> <li>• an implementation plan well adapted to the objectives;</li> <li>• adequate human and material resources, clearly justified;</li> <li>• solid, relevant methodological approaches, tested in similar projects and proven to be effective and fully aligned with the requirements in the Specifications</li> </ul>		very good	10
10	<p>The technical proposal largely meets the requirements and includes:</p> <ul style="list-style-type: none"> <li>• a description of the services in a generally coherent manner, but with some elements requiring clarification;</li> </ul>	Good	7





	<ul style="list-style-type: none"> <li>a plausible implementation plan, partially aligned with the requirements;</li> <li>adequate resources, but with partially detailed justifications</li> <li>relevant methodological approaches, but partially detailed or incompletely correlated with the requirements in the Specifications.</li> </ul>		
7	<p>The technical proposal only partially meets the requirements and presents:</p> <ul style="list-style-type: none"> <li>insufficient or unclear description of services;</li> <li>an incomplete, vague or inconsistent implementation plan;</li> <li>insufficiently justified or misaligned resources</li> <li>limited, unclear or insufficiently adapted methodological approaches to the requirements in the Specification</li> </ul>	acceptable	4

### Evaluation of the bid

The total score for the bid is calculated by adding up the values for each evaluation criterion:

$$PT(n) = P(n) + Pe(\text{total}) + Pm(\text{total})$$

Where:

PT(n) = Total score of the bid

P(n) = calculated score for the bid price parameter

Pe(total) = calculated score for the Pe(total) parameter of the bid (Pe1+Pe2-7) - respectively, the experience of key experts

Pm(total) = calculated score for the Pm(total) parameter of the bid - namely Demonstration of an adequate technical proposal for carrying out the activities and achieving the results under the Contract

IV.2.2) An electronic auction will be organised yes  no

### IV.3) ADMINISTRATIVE INFORMATION

IV.3.1) Reference number assigned to the file by the contracting authority (*if applicable*)

IV.3.6) Language or languages in which the tender/application/project or request to participate may be drawn up

ES	BG	CS	DA	DE	ET	EL	EN	FR	IT	LV	LT	HU	MT	NL	PL	PT	RO
SK	SL	FI	SV														
<input type="checkbox"/>	<input checked="" type="checkbox"/>																
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														





The technical offer and financial offer shall be drawn up in Romanian. All supporting documents requested shall be submitted in Romanian; documents issued in another language shall be accompanied by certified translations into Romanian.

Currency in which the financial offer is submitted: LEI

The contract may also be concluded in another currency, and payment shall be made in the currency of the contract, equivalent to LEI, at the official NBR exchange rate valid on the day of payment.

Payment for services shall be made in stages (according to the payment schedule) within a maximum of 30 days by payment order after quantitative and qualitative acceptance of the services, delivery and acceptance of the deliverables. Payment of accepted invoices shall be made within the limits of the allocated funds and budgetary changes occurring during the contract execution period.

IV.3.7) Minimum period during which the tenderer must maintain its tender duration in days: **90 days** (from the deadline for receipt of tenders)

#### IV.4. PRESENTATION OF THE TENDER

##### IV.4.1. How to present the technical proposal

The tenderer shall submit its technical proposal in accordance with the requirements of the tender specifications. The technical proposal shall contain a commentary, article by article, on all the specifications contained in the tender specifications, whereby the tenderer shall demonstrate the correspondence of the technical proposal with the respective specifications.

Tenderers participating in the award procedure agree to offer only services that meet the minimum technical conditions specified in the tender specifications - FORM 10.

Comments such as "yes/no" do not constitute fulfilment/non-fulfilment of the requirements.

The following documents shall be attached to the technical proposal:

1. FORM 11 – Service provision schedule
2. FORM 12 – Information on the personnel responsible for performing the contract
3. Documents certifying the profile of the experts: CVs dated and signed by the proposed experts, a declaration of availability signed by each proposed expert and supporting documents; supporting documents may include: job description, contract, recommendation, or any other similar documents that clearly provide the requested information.
4. FORM 13 – Declaration of availability of proposed expert
5. FORM 14 – Declaration of compliance with environmental, social and labour regulations in accordance with Article 51 of Law 98/2016. Bidders must use the form included in the Tender Documentation – section – “FORMS”. Additional information on





taxation, environmental protection, health and safety at work, etc., in accordance with the legal provisions in Romania, which must be complied with during the preparation of the Bid, can be obtained by the Bidder from the following public institutions:

I. Ministry of Finance 17 Apolodor Street, Sector 5, Bucharest, Romania Email: publicinfo@mfinante.gov.ro Tel: 0040 021319 00 96 83/0040 021 319 97 59 Fax: 0040 021 319 9735

II. Ministry of Environment, Water and Forests 12 Libertății Boulevard, Sector 5, Bucharest, Romania Email: srp@mmediu.ro Tel: 0040 021408 9500 Further information on environmental conventions can be found at the following address: <http://www.mmediu.ro/beta/domenii/relatii-internationale/conventii-de-mediu/>

<http://www.mmediu.ro/beta/domenii/relatiiinternationale/tratate-bilaterale/>

III. Ministry of Labour, Family, Youth and Social Solidarity Dem. I. Dobrescu nr. 2-4, Sector 1, Bucharest, Romania Email: relatiicupublicul@mmuncii.ro Tel: 0040 21 313 62 67/00 40 21 315 85

Further information on social conventions can be found at the following address: <http://www.mmuncii.ro/j33/index.php/ro/legislatie/relatii-internationale/acorduri-bilaterale-in-domeniul-circulatiei-forței-de-munca>.

6. FORM 15 - Declaration of acceptance of binding contractual conditions - see Model service contract

7. FORM 16 - Declaration of compliance with the DNSH principle

**Failure to submit the technical proposal as part of the tender will result in its rejection.**

#### IV.4.2. How to submit the financial proposal

Bidders are required to submit the following completed forms representing the financial bid:

- FORM 17 – Bid Form;
- FORM 18 – Detailed financial proposal
- FORM 19 – Payment Schedule

The prices on which the bid is based, within the financial proposal, shall include all expenses related to the provision of services until the end of the contract, such as, but not limited to, the following: logistics costs related to the provision of services (transport, accommodation, meals for participants and own staff, communication costs, consumables costs), other logistical costs, as described in the Technical Proposal, operational (administrative) costs, indirect expenses, profit margin for the provision of the requested services, etc.





The financial proposal is firm and binding in terms of content throughout the entire period of validity.

No subsequent requests or claims by the tenderer related to price adjustments determined by such reasons may be subject to any negotiation or litigation between the contracting parties.

The financial offer shall be expressed in lei, excluding VAT, and shall include all expenses presented in the Technical Proposal.

Payment for services shall be made in stages (according to the payment schedule) within a maximum of 30 days by payment order after quantitative and qualitative acceptance of the services, delivery and acceptance of the deliverables. Payment of accepted invoices shall be made within the limits of the allocated funds and budget changes occurring during the contract execution period.

The financial offer shall be expressed in lei without VAT (max. 2 decimal places) and shall include all expenses presented in the detailed financial proposal.

For bidders residing in Romania, the financial offer must be expressed in lei.

For bidders residing outside Romania, the financial offer may be expressed in foreign currency. In the case of offers submitted in foreign currency, the conversion shall be made taking into account the InforEuro exchange rate for the month of publication of the tender specifications.

The rates are firm and cannot be changed throughout the validity period of the bid/framework agreement.

The winning bid will be determined based on the "best quality-price ratio" criterion, subject to compliance with the requirements in the tender documentation, and cannot be changed throughout the public procurement contract award procedure.

Bids will be ranked in descending order of the score obtained by applying the following evaluation factors.

Maximum total score (financial bid + technical bid): 100

The total score for the bid analysed is awarded as follows:

To obtain the final score, the scores obtained for the evaluation factors: "bid price" and "technical bid" will be added together, after they have been rounded to 2 decimal places by eliminating additional decimals.

$$P(T) = P_f + P_t$$

P(T) = total score awarded to the analysed bid;

P<sub>f</sub> = score awarded to the analysed bid for the "bid price" factor;

P<sub>t</sub> = score awarded to the analysed bid for the "technical proposal" evaluation factor.

Following the bid evaluation process, a ranking will be drawn up in descending order of total score, calculated according to the algorithm described above.

The bid that obtains the highest number of points, i.e. the bid ranked in first place, shall be considered the most advantageous bid designated by applying the award





criterion and the evaluation factors mentioned above and shall be declared the winning bid.

The contracting authority will conclude a service contract with the tenderer who has the highest score and who meets the minimum and mandatory requirements in this award documentation.

#### **Tie-breaking between bids with equal scores:**

The evaluation of tenders shall be carried out by awarding each tender a score resulting from the application of the calculation algorithm set out in the tender documentation. The ranking of tenders shall be determined by ordering the respective scores in descending order, with the winning tender being the one in first place, i.e. the one with the highest score. If two or more bids are ranked first with equal scores, the tiebreaker will be based on the scores obtained for the evaluation factors in descending order of their weights. If the tie remains, the contracting authority has the right to request new financial proposals, and the winning bid will be the one with the lowest financial proposal. If the tenderers do not submit new tenders in accordance with the contracting authority's requests, or if the tenders submitted are not more advantageous than the initial ones or at least equal to them, the contracting authority shall reject those tenders as non-compliant.

The total estimated value of the contract is: 1,526,521.57\* lei excluding VAT, consisting of:

- 726,521.57 lei excluding VAT, for Services 5.1 and 5.3 (within activity A1)
- 800,000.00 lei excluding VAT, related to Services 5.2 (within activity A2)

The estimated value cannot be exceeded. The value corresponding to each activity cannot be exceeded. Bids that exceed the total estimated value as well as the value corresponding to each activity will be declared unacceptable (according to art. 137, paragraph 2, letter e of GD 395/2016).

\*The contract may be concluded in another currency, and payment shall be made in the currency of the contract, equivalent to lei, at the official NBR exchange rate valid on the day of payment.

**Failure to submit the financial proposal as part of the bid will result in the bid being rejected.**

#### **IV.4.3. How to submit the bid**

The bid must be written in Romanian.

**The bid must contain the qualification and selection documents (including the documents in the "forms" section - mandatory and/or where applicable), the technical proposal and the financial proposal, which must be submitted to the authority in accordance with the following instructions:**





**Economic operators have the right to submit the qualification and selection documents provided for in this service contract award documentation by the deadline set for the submission of tenders.**

In order to avoid errors during the analysis and verification of the documents submitted by candidates, they are requested to number the pages of the qualification documents and other documents accompanying the application so that they can be easily identified.

The tenderer shall complete and submit FORM 21 – CONSENT AGREEMENT – INFORMATION ON THE PROTECTION OF PERSONAL DATA

**1. Address for submitting the bid:**

Location: Executive Agency for Higher Education, Research, Development and Innovation Funding(UEFISCDI) at Str. D.I. Mendeleev, No. 21-25, Sector 1, 010362 Bucharest, Romania

**Deadline for submission of bids: 28 January 2026, 14:00**

**Deadline for requesting clarifications: 19 January 2026**

**Deadline for responding to requests for clarification: 21 January 2026**

The bid shall be submitted in 1 (one) original copy and on a CD (or USB stick) containing the technical bid in editable format, placed in a sealed and stamped outer envelope marked as follows: **"Offer for the public procurement of services, through *internal procedural rules*, for professional training services within the project "*University Leadership for Knowledge and Technology Transfer*" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506", "DO NOT OPEN BEFORE 28.01.2026 at 14:00".**

- Bids submitted to an address other than the one specified above, or after the date and time set for this purpose, will be rejected.
  - The documents must be printed or written in indelible ink and shall be signed on each page by the representative(s) authorised to commit the tenderer. Bidders are required to number and sign each page of the bid. The envelope must be marked with the name and address of the contracting authority and the name and address of the bidder to allow the bid to be returned unopened if it is declared late. In the event of a discrepancy between the original and the copy, the original shall prevail. The tenderer must seal the envelope. If the outer envelope is not marked in accordance with the above provisions, the contracting authority shall not be liable for the loss of documents or the premature opening of the tender.
  - The documents shall be submitted in original or in a copy certified as "true to the original".
2. The bid may be submitted to the contracting authority's headquarters: UEFISCDI, Str. D.I. Mendeleev, No. 21-25, Sector 1, 010362, Bucharest, Romania
  3. Failure to submit the technical and/or financial proposal will result in the disqualification of the tenderer.
  4. In the case of documents issued by official institutions/bodies authorised for this purpose, the documents must be signed and initialled in accordance with the legal provisions. Bidders are required to number each page of the bid.





5. The bid shall be accompanied by a cover letter - FORM 1 and Annex - Power of Attorney (if applicable).
6. Possibility of withdrawal or modification of the bid:
  - The bidder has the right to withdraw their bid by sending a written request to the contracting authority before the date and time of the opening of bids.
  - The tenderer may modify/withdraw the content of the tender until the date and time set for the submission of tenders by sending a request to the contracting authority to withdraw the tender for modification. The contracting authority shall not be liable for the tenderer's inability to submit the new, modified/withdrawn tender by the deadline set in the tender documentation. If the tenderer wishes to make changes to the tender already submitted, it is obliged to ensure that the contracting authority receives and registers the changes by the deadline for submission of tenders. In order to be considered part of the bid, the changes must be submitted in accordance with the provisions of point 6 above, with the amendment that the outer envelope must also be marked with the inscription "CHANGES" or, as the case may be, "WITHDRAWAL".
7. The risks of submitting the tender, including force majeure, shall be borne by the economic operator.
8. Bids submitted to an address other than the one specified or bids submitted after the deadline specified above shall be considered late and shall be returned unopened.
9. The tenderer shall not be entitled to withdraw or modify its tender after the deadline for submission of tenders, under penalty of exclusion from the public procurement contract award procedure.

Opening of bids:

During the opening session, no bid shall be rejected, except for those that fall under one of the following situations:

- they were submitted after the deadline for submission,
- or to an address other than that specified in the participation notice/tender documentation.

## SECTION VI: ADDITIONAL INFORMATION

VI.1) THE CONTRACT IS PERIODIC ( <i>where applicable</i> )	yes <input type="checkbox"/>
no <input checked="" type="checkbox"/>	
VI.2) The contract/competition is part of a project	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
If yes, reference(s) to programme(s):	
Type of funding: <b>Education and Employment Programme (EEP) 2021-2027</b>	
<b>VI.3) OTHER INFORMATION (<i>if applicable</i>)</b>	
<b>VI.4) REMEDIES</b>	
VI.4.1) Body responsible for appeals	
Official name: National Council for the Settlement of Disputes	





Postal address: 6 Stavropoleos Street, District 3, Bucharest, City: Bucharest, Postal code: 030084, Romania, Tel. +40 213104641, Email: [office@cnsr.ro](mailto:office@cnsr.ro), Fax: +40 213104642 / +40 218900745, Internet address (URL): <http://www.cnsr.ro>

Competent body for mediation procedures (*if applicable*)

VI.4.2) Use of remedies (complete section VI.4.2 OR, where applicable, section VI.4.3) . Details of the deadline(s) for exercising remedies:

In accordance with *Law No 101 of 19 May 2016* on remedies and appeals in the field of public procurement contracts, sectoral contracts and works and services concession contracts, as well as for the organisation and functioning of the National Council for the Settlement of Disputes

VI.4.3) Service from which information on the use of remedies can be obtained

Official name: Executive Agency for Higher Education, Research, Development and Innovation Funding– Legal Service

Address: 21-25 Mendeleev Street, Sector 1

City: Bucharest Postal code: 010362 Country: Romania

Email: [office@uefiscdi.ro](mailto:office@uefiscdi.ro) ; Telephone: 04021 - 302.38.50

Website (URL): Fax: 04021 – 311.59.92





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## CHAPTER II

### SPECIFICATIONS

**REGARDING THE PROCUREMENT OF VOCATIONAL TRAINING SERVICES WITHIN THE PROJECT "*UNIVERSITY LEADERSHIP FOR KNOWLEDGE AND TECHNOLOGY TRANSFER*" (LEADERSHIP TT), FUNDED BY THE EDUCATION AND EMPLOYMENT PROGRAMME 2021-2027, MySMIS code: 335506**



MINISTERUL EDUCAȚIEI ȘI CERCETĂRII



Leadership universitar pentru  
transfer de cunoaștere și tehnologie

*UE fiscti*



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### 1. ABBREVIATIONS

<b>IB/MA</b>	<b>Intermediate Body/Managing Authority</b>
<b>CA</b>	<b>Contracting Authority</b>
<b>ARACIS</b>	<b>Romanian Agency for Quality Assurance in Higher Education</b>
<b>BNR</b>	<b>National Bank of Romania</b>
<b>C</b>	<b>Contractor</b>
<b>RDI</b>	<b>Research, development, innovation</b>
<b>TT</b>	<b>Technology transfer</b>
<b>IP</b>	<b>Intellectual property</b>
<b>KPI</b>	<b>Key performance indicator</b>
<b>PEO</b>	<b>Education and Employment Programme</b>





<b>POS</b>	<b>Standard operating procedure</b>
<b>PA</b>	<b>Activity package</b>

## 2. RELEVANT DEFINITIONS

**Deliverable** - documentation to be provided by the Contractor, in accordance with the requirements of the Specifications and the deadlines set out in the contract

**Postdoctoral researchers** - persons who, at the date of commencement of operations, are postdoctoral researchers in advanced postdoctoral research programmes

**Teaching staff** - teaching staff in higher education - employed, at the date of commencement of operations, in a higher education institution; they are teachers or researchers with experience in scientific research within higher education institutions or research centres

**Professional training programme** - a series of structured educational activities, delivered through theoretical, practical or mixed (physical + online) sessions, aimed at developing professional skills in the field of technology transfer

**Similar services** - for the purposes of these Specifications, similar services are understood to be those activities previously performed by the tenderer, which are comparable in nature, complexity and objectives to the services covered by this procurement and which demonstrate the tenderer's ability to properly implement the contract

**Shadowing** – an activity whereby an expert monitors and trains participants in a training programme, observing teaching and training sessions in order to update and improve educational content, explain concepts, demonstrate field-specific methods and procedures, and provide practical training and development of skills relevant to the professional activities concerned

**Doctoral students** – enrolled, at the date of entry into operation, in a doctoral programme at a higher education institution

**Technology Transfer** - the process by which knowledge, research results and innovations developed in academia or research are transformed into products, services or processes applicable in industry or society.

## 3. CONTEXT

UEFISCDI, in partnership with the Ministry of Education and Research, is implementing the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), MySMIS code: 335506. The project is co-financed by the European Union through the Education and Employment Programme 2021-2027. The project implementation period is 48 months (01.03.2025 – 28.02.2029). The overall objective of the project is to develop a study programme that will be piloted, online or in a hybrid system, on a number of 660 doctoral and post-doctoral students who will acquire specific skills in the field of research results exploitation and technology transfer.

The specific objectives of the project are:

O1. Developing and piloting a course on the exploitation of research results at doctoral and post-doctoral level (ISCED 8)

O2. Increasing the capacity of the target group (ISCED 8 students, post-doctoral students) to adapt to the dynamics of the labour market and the challenges of innovation and technological progress

O3. Developing the institutional culture of universities regarding technology and knowledge transfer in





order to improve the quality and relevance of the training process for the labour market

O4. Promoting and supporting partnerships between universities, economic agents and RDI organisations in order to increase the quality and range of university education and adapt it to labour market demands, supporting the green and digital transitions.

In order to carry out the activities within the project in good conditions and to achieve the objectives set, UEFISCDI will carry out the public procurement of vocational training services.

According to the project, participating universities will be immersed in international innovation ecosystems, benefiting from the expertise of specialised international organisations with experience and expertise in delivering courses on technology transfer and commercialisation of research results. This approach ensures that the training process is aligned with international best practices and contributes to the development of a global perspective on innovation and university entrepreneurship.

The acquisition of these professional training services is provided for in the project application, within the following activities:

- A1. Development of a study programme on the exploitation of research results in doctoral and postdoctoral studies
- A2. Implementation of a study programme on the exploitation of research results in doctoral and postdoctoral studies

For the purposes of these Specifications, any activity described in a particular chapter and not explicitly specified in another chapter shall be interpreted as being mentioned in all chapters where the Bidder considers that it should be mentioned in order to ensure the fulfilment of the Contract.

In addition to the above data and information, the following relevant documents may also be consulted:

- The applicant's guide for the project - link: <https://mfe.gov.ro/wp-content/uploads/2024/07/d9d5211366d1d31b75aac2a86cb662bf.7z>.
- Beneficiary Manual for projects funded by the Education and Employment Programme (PEO) 2021-2027 and the Inclusion and Social Dignity Programme 2021-2027 – link: <https://mfe.gov.ro/instructiunea-nr-10-2025-and-the-beneficiary-manual-for-projects-funded-by-the-education-and-employment-programme-peo-2021-2027-and-the-inclusion-and-social-dignity-programme-poids-2021-2027/>. This may be updated periodically, and all parties involved in the procurement process are required to use the latest version, in accordance with the provisions and instructions issued by the Ministry of European Investments and Projects.
- Project website - link: <https://leadershiptt.uefiscdi.ro/>

#### 4. SUBJECT OF THE CONTRACT

The subject of the contract is **the provision of professional training services in the field of technology and knowledge transfer**, CPV code: 80530000-8 — Professional training services.

**Professional training services in the field of technology and knowledge transfer** shall include:

1. Development, provision and updating of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process, in accordance with section **5.1**;
2. Vocational training on technology transfer and the exploitation of research results for experts in the academic environment, in accordance with section **5.2**;
3. Professional training on technology transfer and the exploitation of research results for students (*shadowing* and demonstration teaching), in accordance with section **5.3**;





## 5. DESCRIPTION OF THE SERVICES REQUESTED

### 5.1. DEVELOPMENT, PROVISION AND UPDATING OF STUDY MATERIALS ON TECHNOLOGY TRANSFER AND RESEARCH RESULTS EXPLOITATION, PREPARED FOR USE IN THE TEACHING PROCESS

This activity involves the development of a set of study materials to support the teaching and learning process in the field of technology transfer and the exploitation of research results.

#### 1. Theoretical materials (with static and interactive content)

The content of the materials will focus on developing conceptual skills related to the processes of technology transfer, innovation and exploitation of research results in the academic environment.

#### General topics covered by the materials:

- The role of technology transfer and innovation in the university mission;
- The commercialisation process and ways of exploiting research results;
- International best practices in technology transfer;
- The functioning of a technology transfer centre: organisational structure, human resources, governance, standard processes and procedures;
- Understanding contracts, legal aspects and intellectual property;
- University-industry collaboration and support infrastructure;
- Use of artificial intelligence in technology transfer;
- Communication and promotion strategies for research results;
- Positioning of the technology transfer centre within the university structure and other relevant information;
- Other relevant information

#### Types of materials:

- Course support for general topics presenting concepts, principles, processes of technology transfer and innovation, as well as other relevant information (Word/PDF/other relevant format), including:
  - PowerPoint presentations (PPT/PPTX) for course activities/workshops/seminars, depending on the topics addressed;
  - Worksheets/practical exercises (Word/Excel/PowerPoint/other relevant format) for individual and group activities, depending on the topics covered;
  - Multimedia materials/interactive resources (infographics/explanatory videos/podcasts/audio interviews/diagrams/other relevant formats) to support the interactive learning process, depending on the topics covered;
  - Tests and questionnaires to measure progress and ensure active learning (Word/PDF/Google Forms/other relevant format) depending on the topics covered;
  - Other relevant documents (if applicable)

#### Recommended format:

- All theoretical materials will be delivered in editable formats to allow for adaptation and further use, including on the educational platform developed within the project, and will be published under a Creative Commons Attribution (CC BY 4.0) open licence, which allows the use, adaptation and redistribution of the content with attribution.
- All images and illustrations used must be covered by legal rights of use or come from royalty-





free sources, without generating additional costs upon publication.

- All documents must include/will include visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.
- The technology transfer course developed within the project plays a fundamental role in educating and training specialists who will actively contribute to climate change mitigation.

The materials will be continuously updated throughout the project based on feedback from university experts and students as part of the implementation of the study programme for doctoral and post-doctoral students.

If the general theme is adjusted during the course of the services, the final number of theoretical materials, as well as their form and structure, will be determined and agreed upon by the Contracting Authority together with the Service Provider during a management meeting.

Note: The educational platform to be developed by the CA will be an online portal that will support the delivery of the training programme for doctoral and post-doctoral students, providing access to educational resources, information and professional development opportunities, facilitating training in the field of research results exploitation and knowledge and technology transfer.

## 2. Case studies

- A set of standard documents and procedures for technology transfer activities (guidelines and standard templates for agreements/contracts/evaluation sheets/protocols/other documents relevant to centres/offices/entities active in the field of technology transfer) and simulations for their customisation according to the profile of universities (according to the profile below)
- A set of relevant practical applications:

The procedures and applications must address the specific characteristics of universities, according to the profile below:

- Comprehensive universities - higher education institutions covering several fundamental, multidisciplinary fields of study;
- Specialised universities - higher education institutions focused on a more restricted disciplinary field (offering programmes concentrated in a single field or related fields, e.g. engineering, life sciences, social sciences, etc.).

Recommended formats: editable documents/templates (Word/PDF)

- The materials used for the case studies will be delivered in editable formats to allow for adaptation and further use, including on the educational platform developed within the project, and will be published under a Creative Commons Attribution (CC BY 4.0) open licence, which allows the use, adaptation and redistribution of the content with attribution.
- All images and illustrations used must be covered by legal rights of use or come from royalty-free sources, without generating additional costs upon publication.
- All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.

Depending on the number and type of participating universities, as a result of the open call organised by the Contracting Authority, the final list of standard materials and procedures — including their number and form — will be established and agreed upon by the Contracting Authority together with the Contractor during a management meeting.





## **5.2. PROFESSIONAL TRAINING ON TECHNOLOGY TRANSFER AND THE EXPLOITATION OF RESEARCH RESULTS FOR UNIVERSITY EXPERTS**

The training is aimed at 30-40 experts from the academic environment — teachers or researchers with experience in scientific research within higher education institutions or research centres. Participants will be from universities selected by the Contracting Authority through an open call.

The training programme will cover both theoretical elements and practical components, using interactive methods such as case studies, simulations, practical exercises and working groups to ensure that the skills necessary for technology transfer are acquired.

### Programme objectives and content

The training programme will cover all the essential aspects of technology transfer and knowledge exploitation, as well as how these should be reflected in the functioning of a technology transfer centre, office or entity. The aim is to prepare university experts to translate the concepts and mechanisms of technology transfer into applied teaching activities for students and to operationalise a technology transfer centre/office/entity.

The programme will consist of two main components:

1. The theoretical component, which will address:
  - The role of technology transfer and innovation in the university mission;
  - The commercialisation process and ways of exploiting research results;
  - International best practices in technology transfer;
  - The functioning of a technology transfer centre: organisational structure, human resources, governance, standard processes and procedures;
  - Understanding contracts, legal aspects and intellectual property;
  - University-industry collaboration and support infrastructure;
  - Use of artificial intelligence in technology transfer;
  - Communication and promotion strategies for research results;
  - Positioning of the technology transfer centre within the university structure and other relevant information;
  - Other relevant information
2. Applicative component (case studies), focused on adapting and customising standard documents and procedures necessary for the operationalisation and functioning of a technology transfer office/centre/entity for the profile of participating universities (according to the profile below<sup>1</sup>) and other relevant practical applications:
  - Comprehensive universities - higher education institutions covering several fundamental, multidisciplinary fields of study;
  - Specialised universities - higher education institutions focused on a more restricted disciplinary field (offering programmes concentrated in a single field or related fields, e.g. engineering, life sciences, social sciences, etc.).

The provider will issue beneficiaries with a certificate of participation for the training services provided.

The programme will be impartial and inclusive, so that the knowledge and skills acquired can be subsequently applied in technology transfer activities that respect the same principles of equality and inclusion.

The course materials used in the training programme will be delivered in editable formats to allow for adaptation and further use, including on the educational platform developed within the project, and will be published under a Creative Commons Attribution (CC BY 4.0) open licence, which allows the use,

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<sup>1</sup> The university group follows the ARACIS classification methodology and may be adjusted depending on the final configuration of participating universities, which will be selected by AC through an open call.





adaptation and redistribution of the content with attribution.

All images and illustrations used must be covered by legal rights of use or come from royalty-free sources, without generating additional costs upon publication.

All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.

#### Duration and organisation of the training

The training will take place over five months, in a hybrid format, and will include:

Session format	Duration/session (days)	Expert requested	Number of sessions
In person	3	2 experts present in person	2
Online	1	7 experts online presence	4

The training schedule will be agreed with the Contracting Authority.

### **5.3. PROFESSIONAL TRAINING ON TECHNOLOGY TRANSFER AND THE EXPLOITATION OF RESEARCH RESULTS FOR STUDENTS (SHADOWING AND DEMONSTRATIVE TEACHING)**

The training for students, carried out through demonstration teaching, is intended to illustrate how to use, test and continuously improve the study materials developed in 5.1. Activities include defining the final structure of the course for doctoral and postdoctoral students, demonstration teaching by specialists with international experience, and assisting university experts in teaching sessions.

#### General topics:

- The role of technology transfer and innovation in the university mission;
- The commercialisation process and ways of exploiting research results;
- International best practices in technology transfer;
- The functioning of a technology transfer centre: organisational structure, human resources, governance, standard processes and procedures;
- Understanding contracts, legal aspects and intellectual property;
- University-industry collaboration and support infrastructure;
- Use of artificial intelligence in technology transfer;
- Communication and promotion strategies for research results;
- Positioning of the technology transfer centre within the university structure and other relevant information;
- Other relevant information

#### Specific topics/case studies, depending on the profile of the universities:

(1) Technical, engineering and military universities - universities offering study programmes in the fundamental fields: Mathematics and Natural Sciences, Engineering Sciences, Social Sciences - Military Sciences, Information and Public Order.

(2) Medical and life sciences universities - universities offering study programmes in the fundamental fields of biological and biomedical sciences

(3) Universities offering study programmes in the fundamental fields of social sciences (except for the branch of science Military Sciences, Information and Public Order), humanities and arts, sports science and physical education





### Duration and organisation of training

The following general mandatory parameters are envisaged:

- the training programme for doctoral and postdoctoral students will allow two options for participation, exclusively online or hybrid, with sessions organised in physical format at participating universities and online sessions, synchronous and asynchronous; online sessions will be hosted on the educational platform to be developed by the Contracting Authority within the Leadership TT project;
- the training activities will take place over two cycles of 14 weeks each, in 2027 and 2028, in accordance with the requirements and stages set out in the Leadership TT project application;
- the training activities will target 20 universities;
- the target group consists of 660 doctoral and postdoctoral students;

However, the provider will provide experts to carry out demonstration teaching activities to illustrate the use of study materials and the application of technology transfer concepts, including through keynote lectures, and to obtain feedback for the continuous improvement of the study materials developed in accordance with point 5.1.

### Duration and organisation of the training

The training will take place over two cycles, in a hybrid format, and will include:

Session type	Year	No. of sessions	Duration/session	Method	No. of experts / session
Physical sessions	2027	1	1 day	Physical attendance	2 experts
Physical sessions	2028	1	1 day	Physical attendance	2 experts
Online sessions	2027	14	1 day	Online	1 expert
Online sessions	2028	14	1 day	Online	1 expert

Throughout the programme, the provider will ensure the participation of all experts involved in accordance with the requirements set out in point 7, who will be integrated in stages, depending on the specific theme of each session. The sequence and involvement of experts will be planned in such a way as to ensure methodological consistency, continuity of content and full coverage of the training topics.

## **6. BIDDER QUALIFICATION REQUIREMENTS (Technical and professional capacity – see Chapter III.2.3.a) of the Data Sheet)**

● Given the provisions of the funding application, which state that participating universities will be immersed in international innovation ecosystems, benefiting from the expertise of specialised international organisations with experience and expertise in delivering courses on technology transfer and the commercialisation of research results, the tenderer must be a provider of internationally **recognised training courses** in the field of technology transfer, as evidenced by the presentation of





at least one certificate of accreditation, recognition or affiliation or other relevant documents.

- The tenderer must have experience in developing and delivering international training courses/programmes in the field of knowledge and technology transfer and/or commercialisation of research results, as evidenced by one or more relevant projects/contracts/agreements.
- The tenderer must have experience in running international programmes/projects aimed at increasing technology transfer/commercialisation capacity, proven by at least one relevant project/contract/agreement.
- Similar experience: provision of similar services in the last 5 years with a minimum cumulative value of 1,526,521.57 lei, excluding VAT, under one or more contracts. Similar services are understood to mean: the development and delivery of professional training courses in the field of knowledge and technology transfer and/or the commercialisation of research results at international level.

Compliance with this requirement shall be proven by submitting supporting documents/certificates (document certifying the fulfilment of contractual obligations, acceptance reports, other relevant documents supporting the requirement) showing the value of similar services actually provided in the last 5 years in accordance with the requirement. The supporting documents shall be issued or countersigned by the beneficiaries and shall contain information on the contracting parties, values (Lei without VAT), the detailed subject matter of the contract, the period of performance, the quality of the tenderer in the contract, the manner of fulfilment of the contractual obligations and any damages.

The reference exchange rate to be used for calculating the equivalence for contracts whose value is expressed in a currency other than lei is the average annual exchange rate in lei/currency communicated by the National Bank of Romania for each year.

## 7. NECESSARY EXPERTISE

### 7.1. NUMBER OF EXPERTS AND PROFILE OF EXPERTS

Category of professions/field of specialisation	Number of experts
<b>Key expert 1 (1 person): Thematic coordinator</b>	<b>1</b>
<b>Key experts 2-7 (6 persons): Implementation expert</b>	<b>6</b>

One person cannot hold more than one key expert position, i.e. one person can only hold one key expert position;

The tenderer must include in the technical proposal a list of the proposed persons, with their names, positions, roles within the team and responsibilities, accompanied by CVs dated and signed by the proposed experts, a declaration of availability signed by each proposed expert and supporting documents; Supporting documents may include: job description, contract, recommendation, or any other similar documents that clearly provide the requested information.

The requirements for the profile of key experts are presented below.

<b>Key expert 1: Thematic coordinator (1 person)</b>	
<b>Specific/similar professional experience</b>	Experience in coordinating similar projects/activities/contracts at the level of at least one project/contract





<b>Responsibilities under the Contract</b>	<p>The responsibilities of this expert include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>● Overall coordination of training services;</li> <li>● Supervision of the development and updating of study materials;</li> <li>● Involvement in training activities;</li> <li>● Coordinating the development of contract deliverables;</li> <li>● Implementation of activities specific to the delivery of services requested in the specifications</li> </ul>
<b>Key experts 2-7: Implementation expert (6 persons)</b>	
<b>Specific professional experience</b>	<p>Experience in implementing similar projects/activities/contracts at the level of at least one project/contract</p>
<b>Responsibilities under the Contract</b>	<p>The responsibilities of this expert include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>● Carrying out the activities necessary for the provision of vocational training services;</li> <li>● Participating in the organisation and delivery of training sessions</li> <li>● Preparing the contract deliverables;</li> <li>● Implementation of activities specific to the delivery of services requested in the tender specifications</li> </ul>

## 7.2 SECONDARY (NON-KEY) EXPERTS

The tenderer may additionally propose non-key experts to support the key experts in the activities carried out. The role of non-key experts in the contract activities must be highlighted in the technical offer. The related expenses are considered included in the contract price.

## 7.3. ADMINISTRATIVE AND SUPPORT/BACKSTOPPING STAFF

The contractor shall appoint a contract manager who will be responsible for ensuring effective collaboration with the CA, coordinating and monitoring the overall implementation of activities to achieve all the agreed results, as well as checking and approving the documents prepared by the designated key experts and submitting them to the CA within the agreed deadlines. The contract manager will also be responsible for mobilising the team of experts and managing any risks that may arise during the course of the contract, as well as for preparing and submitting progress reports, accompanying deliverables and acceptance reports.

The contractor shall also provide auxiliary staff, including administrative and secretarial staff, as necessary for the proper performance of the contractual obligations. The costs of auxiliary staff and logistical support for the team are included in the contract price.





#### **7.4. OTHER REQUIREMENTS RELATED TO THE STAFF DIRECTLY INVOLVED IN THE PROVISION OF SERVICES**

The contractor is obliged to provide adequate personnel in terms of educational qualifications, professional experience and technical skills, as well as the necessary resources (logistical and organisational) for the optimal performance of all activities specified in the Specifications.

The contractor is responsible for ensuring the continuity and stability of the team throughout the duration of the contract, so that the objectives set are achieved within the deadlines and at the required level of quality.

Throughout the implementation of the contract, the Contractor shall take all necessary measures to prevent any situation of incompatibility, conflict of interest or undue influence on the activities carried out.

All experts involved must comply with the ethical and professional standards in force and maintain the confidentiality of the information obtained under the contract.

By submitting a bid in response to the requirements of these Specifications, it is assumed that the Bidder is aware of and has taken into account all applicable regulations and has considered them when submitting its bid.

The Contracting Authority shall not be held liable for any failure or omission by the Contractor to comply with any applicable legal or regulatory provisions.

The Contractor undertakes to respect and promote the principles of gender equality throughout the duration of the contract, ensuring non-discriminatory treatment and equal opportunities between women and men, both in relation to its staff and in the activities carried out under this contract.

Economic operators must comply with all environmental, social and labour regulations in accordance with EU legislation, national legislation, collective agreements and applicable international treaties.

#### **8. LOCATION AND DURATION**

The activities requested will be carried out, in accordance with the provisions of section 5, at

- the Contractor's premises, in the case of activities that can be carried out remotely, including the preparation of working documents, analysis, synthesis or drafting;
- online, through digital collaboration channels, depending on the nature of the activities and the level of interaction required by the Contracting Authority;
- the premises of the Contracting Authority: UEFISCDI, 21-25 Mendeleev Street; 30 Frumoasă Street;
- at other relevant locations (e.g. conference rooms/locations of universities involved in the programme)

The estimated duration of the contract is 36 months, starting from the date of signing the contract by both parties, without exceeding the closing date of the Leadership TT project, namely 28 February 2029. The schedule of activities will be agreed upon by mutual consent between the Service Provider and the Beneficiary after the contract is signed.

#### **9. AWARD CRITERIA**

**The Contracting Authority will apply the award criterion of best value for money.**

**1) The score for the evaluation factor "*FINANCIAL OFFER*" shall be awarded as follows:**

- a) the lowest of the bid prices shall be awarded the maximum score allocated to the evaluation factor, i.e. 40 points





b) for a price other than that specified in point a), the score is calculated according to the following algorithm:

$$P_{\text{financial (n)}} = (\text{price}_{\text{minimum bid}} / P_n) \times 40$$

**Where:**

**P<sub>n</sub>** = current bid price

The prices compared for the purpose of awarding points are the prices offered for the supply of the products requested in the tender specifications, excluding VAT.

**2) The score for the evaluation factor "TECHNICAL OFFER" is awarded according to the evaluation grids in the tables below. The maximum score allocated to the evaluation factor is 60 points.**

Evaluation criteria	Maximum score	Weighting %
1. Offer price, excluding VAT, P <sub>financial</sub>	40	40
2. Technical criterion	60	60
2.1. Experience of key experts, P <sub>total</sub>	50	50
2.1.a Experience of key expert 1, reflected in the number of similar projects/activities/contracts coordinated, P <sub>e1</sub>	8	8
2.1.b Experience of key experts 2 - 7, as evidenced by the number of similar projects/activities/contracts implemented, P <sub>e2 - 7</sub>	42	42
2.2 Demonstration of an appropriate technical proposal for carrying out the activities and achieving the results under the Contract P <sub>m total</sub>	10	10
TOTAL	100	100

**For the "Technical criterion", two sub-factors were established, namely:**

Technical evaluation factor	Score
2.1. Experience of key experts, P <sub>total</sub>	50
The sum of the maximum scores allocated to key experts is equal to 50, which is the maximum score allocated to the "Experience of key experts" evaluation factor. The calculation algorithm is applied to each of the seven proposed key experts, adding up the scores obtained. The minimum requirement in the specifications regarding specific experience will not be scored.	
2.1.a Experience of key expert 1	8





The score for similar experience will be awarded as follows:	- for experience consisting of coordinating 2 similar projects/activities/contracts, 3 points will be awarded
- for experience consisting of coordinating 2 similar projects/activities/contracts, 3 points will be awarded	3
- for experience consisting of coordinating 3 similar projects/activities/contracts, 5 points will be awarded	5
- for experience consisting of coordinating > 3 similar projects/activities/contracts, 8 points are awarded	8
<b>2.1.b Experience of key experts 2-7, Pe2-7</b>	<b>42</b>
The score will be calculated for each expert individually. The score for similar experience/expert will be awarded as follows:	6 x 7
- for experience consisting of involvement in 2 similar projects/activities/contracts - 3 points	3
- for experience consisting of involvement in 3 similar projects/activities/contracts - 5 points	5
- for experience consisting of involvement in > 3 similar projects/activities/contracts - 7 points	7
<b>2.2 Demonstration of an appropriate technical proposal for carrying out the activities and achieving the results under the Contract, Pm total</b>	<b>10</b>
- For the evaluation factor "Demonstration of an appropriate technical proposal for carrying out the activities and achieving the results under the Contract", a number of 3 sub-factors have been established, which will be used by the evaluation committee as benchmarks in assessing the factor, which will be assessed according to the rating "very good/good/acceptable". The evaluation committee will award the rating taking into account the guidelines presented in the table below. Each rating corresponds to a score. The score for the rating "very	





<p>good" is 10, the score for the rating "good" is 7, and the score for the rating "acceptable" is 4.</p> <p>The maximum total technical score that can be awarded to a technical proposal (for evaluation factor 2.2) is 10 points.</p>			
<p><i>The evaluation will be based on the degree of adequacy, consistency and relevance of the technical proposal to the requirements in the Specifications.</i></p>		<b>Ratings</b>	<b>Score</b>
10	<p>The technical proposal clearly demonstrates a thorough understanding of the requirements in accordance with the nature of the tasks set out in the Specifications and includes:</p> <ul style="list-style-type: none"> <li>• an integrated, coherent and adequate description of the services</li> <li>• an implementation plan well adapted to the objectives;</li> <li>• adequate human and material resources, clearly justified;</li> <li>• solid, relevant methodological approaches, tested in similar projects and proven to be effective and fully aligned with the requirements in the Specifications</li> </ul>	very good	10
	<p>The technical proposal largely meets the requirements and includes:</p> <ul style="list-style-type: none"> <li>• a description of the services in a generally coherent manner, but with some elements requiring clarification;</li> <li>• a plausible implementation plan, partially aligned with the requirements;</li> <li>• adequate resources, but with partially detailed justifications</li> <li>• relevant methodological approaches, but partially detailed or incompletely correlated with the requirements in the Specifications.</li> </ul>	Good	7
	<p>The technical proposal only partially meets the requirements and presents:</p> <ul style="list-style-type: none"> <li>• insufficient or unclear description of services;</li> <li>• an incomplete, vague or inconsistent implementation plan;</li> <li>• insufficiently justified or misaligned resources</li> <li>• limited, unclear or insufficiently adapted methodological approaches to the requirements in the Specification</li> </ul>	acceptable	4

## Evaluation of the bid

The total score of the bid is calculated by adding up the values for each evaluation criterion:

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## 10. DELIVERABLES AND PAYMENT SCHEDULE

### 10.1. DELIVERABLES

The Contractor shall provide the following deliverables:

Deliverable	Minimum content for acceptance	Delivery deadline
Draft version of study materials on technology transfer and exploitation of research results, prepared for use in the teaching process	<p>This deliverable consists of the first version of the study materials prepared for use in the teaching process in accordance with the requirements of point 5.1.</p> <p>The materials will be delivered in a complete form, but open to updating, and will be improved based on feedback from the training activities.</p> <p>The materials will be delivered in editable format, in English and Romanian, with an open licence.</p> <p>All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>	Within 6 months of signing the contract
Report on the provision of professional training services for university experts	<p>The report shall fully document the training provided to university experts in accordance with the requirements of point 5.2. and shall include:</p> <ul style="list-style-type: none"> <li>• a description of the planning and organisation of activities;</li> <li>• the number of participants and the institutions represented;</li> <li>• the conduct of the sessions (content, methods used, learning tools);</li> <li>• evaluation of the participation and satisfaction level of the target group;</li> <li>• other relevant information.</li> <li>• annexes: educational materials used in the training process, both for the theoretical and practical components (standard documents and procedures for the operation and functioning of a technology transfer office/centre/entity, used for case studies);</li> </ul>	Within 15 months of signing the contract





	<p>The report and the materials in the annexes shall be delivered in editable format, in Romanian and English, with an open licence. All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>	
<p>Report 1 on the implementation of professional training services for doctoral and postdoctoral students</p>	<p>The document will present the status of the implementation of training services among students in the first cycle of training (2027), including:</p> <ul style="list-style-type: none"> <li>• the proposed structure of the study programme</li> <li>• the number of students and experts involved, the form of participation (online/hybrid), the activities carried out;</li> <li>• analysis of the use of study materials in demonstration teaching;</li> <li>• interim feedback collected from participants;</li> <li>• necessary adjustments to study materials and programme structure</li> <li>• annexes: additional support materials used in lectures (if applicable)</li> </ul> <p>The report will inform the process of updating study materials and improving future activities</p> <p>The report and the materials in the annexes will be delivered in editable format, in Romanian and English, with an open licence.</p> <p>All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>	<p>Within one month of the completion of the first training cycle for doctoral and postdoctoral students</p>
<p>The final version of the study materials on technology transfer and the exploitation of research results, prepared for use</p>	<p>This deliverable consists of the first version of the study materials prepared for use in the teaching process in accordance with the requirements of point 5.1.</p> <p>The materials will be delivered in a complete form, but open to updating, and will be improved based on feedback from the training</p>	<p>Within 3 months of the acceptance of Report 1 on the implementation of professional training services for doctoral and postdoctoral students</p>





<p>in the teaching process</p>	<p>activities.</p> <p>The materials will be delivered in editable format, in Romanian and English, with an open licence.</p> <p>All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>	
<p>Report 2 on the implementation of professional training services for doctoral and postdoctoral students</p>	<p>Report 2 will include:</p> <ul style="list-style-type: none"> <li>• a complete presentation of the training programme carried out during both cycles (2027, 2028);</li> <li>• recommendations on the implementation of the course on technology and knowledge transfer in the university curriculum;</li> <li>• conclusions on the implementation of the programme</li> </ul> <p>The report and the materials in the annexes shall be delivered in editable format, in Romanian and English, with an open licence.</p> <p>All documents must include/will include the visual identity elements in accordance with the provisions of the 2021-2027 Visual Identity Guide. These will be provided by the contracting authority.</p>	<p>No later than 60 days before the end of the contract</p>

## 10.2. CONTRACT BUDGET AND PAYMENT SCHEDULE

The source of funding is the budget of the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), MySMIS code: 335506.

**The total estimated value of the contract is: 1,526,521.57 lei, consisting of:**

- 726,521.57 lei excluding VAT, related to activity A1, Services requested 5.1 and 5.3
- 800,000.00 lei excluding VAT, related to activity A2, Services requested 5.2

**The total estimated value cannot be exceeded.**

**The value corresponding to each activity cannot be exceeded.**

**Bids exceeding the total estimated value and the value corresponding to each activity will be declared unacceptable (according to Article 137, paragraph 2, letter e of Government Decision 395/2016).**





The offer shall be valid for a minimum of 90 days from the date of submission.

The contract shall be adjusted according to the following method: During the performance of the contract, under the conditions of Article 221 of Law No. 98/2016 on public procurement, price adjustments shall only be possible in the event of legislative changes or the issuance by local authorities of administrative acts establishing, modifying or waiving certain local taxes/duties, the effect of which is reflected in an increase/decrease in the costs on which the contract price was based.

Payment for services shall be made in instalments (according to the payment schedule) within a maximum of 30 days by payment order after quantitative and qualitative acceptance of the services, delivery and acceptance of the deliverables. Payment of accepted invoices shall be made within the limits of the allocated funds and budgetary changes occurring during the contract period.

### **Payment schedule**

<b>Deliverable</b>	<b>Percentage / source</b>
Draft version of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process	maximum 50% of the value corresponding to the A1 activity offered
Report on the provision of professional training services for university experts	maximum 100% of the value corresponding to activity A2 offered
Package consisting of: a) Report 1 on the implementation of professional training services for doctoral and postdoctoral students and b) Final version of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process	maximum 25% of the value corresponding to activity A1 offered
Report 2 on the implementation of professional training services for doctoral and postdoctoral students	maximum 25% of the value corresponding to activity A1 offered

## **11 TECHNICAL AND FINANCIAL PROPOSAL**

### **11.1. TECHNICAL AND FINANCIAL PROPOSAL (form)**

#### **TECHNICAL PROPOSAL TEMPLATE**

#### **Section 1 - Summary**

This section must:

- include the essential elements of the Technical Proposal – these must be identified as such in the content of the Technical Proposal submitted – in particular for what the application of the award criterion means;
- highlight the competitive advantages of the Technical Proposal, as identified by the Bidder preparing this Technical Proposal and taking into account the requirements identified by the Contracting Authority in the Specifications;
- be designed by the tenderer so that it can be used as input data in meetings organised to monitor





activities under the Contract.

## Section 2 - Methodological approach

- Proposed approach - description of how the activities will be carried out, the tools and methods used, the resources used and the results obtained

Service requested	The actual method of performing the service in accordance with the requirements in Section 5 (content, method, procedure, technique, process, as applicable)	Tools and resources used	Duration (in accordance with section 5)	Result/Deliverable (in accordance with section 10)
5.1 Development, provision and updating of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process				
5.2. Professional training on technology transfer and the exploitation of research results for experts in the academic environment				
5.3. Professional training on technology transfer and the exploitation of research results for students (shadowing and demonstration				





teaching)				
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### Section 3 - Implementation plan

- Presentation of an implementation plan for the provision of services necessary for the implementation of the contract, based on the requirements of these specifications

a. Presentation of the planned schedule and estimated work calendar (Gantt chart)

Note: Given the dynamics of the project, the Gantt chart will use time intervals expressed in months, not exact dates. The final schedule will be agreed upon with the Beneficiary.

b. Presentation of contract management

### Section 4 - Presentation of the human and material resources involved

a. Presentation of the team of experts with the profile required in this tender document under point 7 (as well as any other staff deemed necessary for the performance of the contract, if applicable), including the responsibilities assigned to each team member

Expert No.	First and last name	Key expert position for which they are proposed	Activities within the contract in which they participate	Description of the expert's profile based on the format requested by the Contracting Authority, detailing the required experience and the number of projects coordinated/in which he/she has been involved.
Expert 1 – Thematic coordinator				
Expert 2 – Implementation Expert				
Expert 3 – Implementation expert				
Expert 4 – Implementation				





expert				
Expert 5 Implementation Expert	-			
Expert 6 Implementation expert	-			
Expert 7 Implementation expert	-			

The tenderer shall include in the technical proposal a list of the proposed persons, with their names, positions, roles within the team and responsibilities, accompanied by CVs dated and signed by the proposed experts, a declaration of availability signed by each proposed expert and supporting documents; supporting documents may include: job description, contract, recommendation, or any other similar documents that clearly show the requested information.

b. Material resources made available to the proposed team for the performance of the activities;

**Section 5 - Method of fulfilling the reporting requirements requested in the Contract, including the final documents in relation to the minimum requirements in the Specifications.**

Requirement to report results in the Specifications	Method of fulfilling the requirement
Draft version of study materials on technology transfer and exploitation of research results, prepared for use in the teaching process	
Report on the provision of professional training services for university experts	
Report 1 on the implementation of professional training services for doctoral and postdoctoral students	
Final version of study materials on technology transfer and exploitation of research results, prepared for use in the teaching process	
Report 2 on the implementation of professional training services for doctoral and postdoctoral students	

**Section 6- Annexes to the Technical Proposal**

The technical proposal shall be accompanied by:

1. The tenderer shall submit a declaration of compliance with environmental, social and labour





regulations in accordance with Article 51 of Law 98/2016 Form No. 14 contained in the tender documentation, section - "FORMS". Bidders must use the form included in the Tender Documentation - section - "FORMS". Additional information on taxation, environmental protection, health and safety at work, etc., in accordance with the legal provisions in Romania, which must be complied with during the preparation of the Bid, may be obtained by the Bidder from the following public institutions:

I. Ministry of Finance 17 Apolodor Street, Sector 5, Bucharest, Romania Email: publicinfo@mfinante.gov.ro Tel: 0040 021319 00 96 83/0040 021 319 97 59 Fax: 0040 021 319 9735

II. Ministry of Environment, Water and Forests 12 Libertății Boulevard, Sector 5, Bucharest, Romania Email: srp@mmediu.ro Tel: 0040 021408 9500 Further information on environmental conventions can be found at the following address: <http://www.mmediu.ro/beta/domenii/relatii-internationale/conventii-de-mediu/>

<http://www.mmediu.ro/beta/domenii/relatiiinternationale/tratate-bilaterale/>

III. Ministry of Labour, Family, Youth and Social Solidarity Dem. I. Dobrescu nr. 2-4, Sector 1, Bucharest, Romania Email: relatiicupublicul@mmuncii.ro Tel: 0040 21 313 62 67/00 40 21 315 85

Further information on social conventions can be found at the following address:

<http://www.mmuncii.ro/j33/index.php/ro/legislatie/relatii-internationale/acorduri-bilaterale-in-domeniul-circulatiei-forței-de-munca>. Where applicable, the Declaration shall also be submitted by subcontractors and/or supporting third parties.

2. The tenderer shall submit a Declaration of acceptance of the mandatory contractual conditions Form No. 15 included in the tender documentation, section - "FORMS" / "Model service contract"
3. The tenderer shall submit FORM 16 - Declaration on compliance with the DNSH principle
4. Annexes (optional): where applicable, any other relevant supporting documents demonstrating understanding of the contract objectives, such as certificates of conformity, licences, case studies, additional references, etc., shall be attached.

## 11.2. FINANCIAL PROPOSAL

The total estimated value of the contract is: 1,526,521.57 lei , excluding VAT, consisting of:

- 726,521.57 lei excluding VAT, related to activity A1, Services requested 5.1 and 5.3
- 800,000.00 lei excluding VAT, related to activity A2, Services requested 5.2

The total estimated value cannot be exceeded.

The value corresponding to each activity cannot be exceeded.

Bids exceeding the total estimated value and the value corresponding to each activity will be declared unacceptable (according to Article 137, paragraph 2, letter e of Government Decision 395/2016).

For bidders residing in Romania, the financial offer must be expressed in lei.

For bidders residing outside Romania, the financial offer may be expressed in foreign currency. In the case of offers submitted in foreign currency, the conversion shall be made taking into account the InforEuro exchange rate for the month of publication of the tender specifications.

## FINANCIAL PROPOSAL TEMPLATE





No.	Project activity	Service name	Price, Lei (excluding VAT)	VAT
1	A.	Development of a study programme on the exploitation of research results in doctoral and postdoctoral studies		
2.	A.2.	Implementation of a study programme on the exploitation of research results in doctoral and postdoctoral studies.		
<b>TOTAL, LEI</b>				
<b>GRAND TOTAL LEI</b>				

The offer shall be valid for a minimum of 90 days from the date of submission.

## 12. OTHER RELEVANT INFORMATION

### 12.1. OCCURRENCE OF A CONFLICT OF INTEREST SITUATION

During the application of the award procedure, the Contracting Authority shall take all necessary measures to prevent, identify and remedy situations of conflict of interest in order to avoid distortion of competition and ensure equal treatment for all economic operators.

A conflict of interest is any situation in which the staff of the contracting authority or of the service provider acting on behalf of the contracting authority, who are involved in the conduct of the award procedure or who may influence its outcome, have, directly or indirectly, a financial, economic or other personal interest that could be perceived as compromising their impartiality or independence in the context of the award procedure.

#### Measures

The Contractor shall take all necessary measures to prevent or stop any situation that could compromise the objective and impartial performance of *the Contract*. Conflicts of interest may arise, in particular, as a result of economic interests, political or national affinities, family ties or kinship, or any other ties or common interests. Any conflict of interest arising during the performance of *the Contract* must be notified *in writing to the Purchaser* without delay.

The *Purchaser* reserves the right to verify that the measures taken are appropriate and may request additional measures if necessary. *The Contractor* shall ensure that *its Personnel/Representatives* are not in a situation that could give rise to a conflict of interest. Without prejudice to the contractual provisions, *the Contractor* shall immediately replace, without any compensation from *the Purchaser*, any member of its *Personnel* who finds themselves in such a situation.

*The Contractor* shall avoid any contact that could compromise its independence or that of its *Personnel*. If and when *the Contractor* fails to maintain its independence, *the Purchaser*, without prejudice to its right to obtain compensation for the damage caused to it as a result of the conflict of interest, may decide to terminate *the Contract* with full effect and with immediate effect, without the need for any prior formalities or the intervention of any court and/or arbitration tribunal.

The Contractor shall comply with the legal provisions in the field of public procurement regarding the avoidance of conflicts of interest. The Contractor shall not be entitled to engage in or conclude any other agreements regarding the provision of services, directly or indirectly, for the purpose of performing the Contract, with natural or legal persons who were involved in the process of





verifying/evaluating the requests for participation/tenders submitted in an award procedure, or employees/former employees of the contracting authority or the procurement service provider involved in the award procedure with which the contracting authority/procurement service provider involved in the award procedure terminated their contractual relations after the award of the public procurement contract, for a period of at least 12 (twelve) months from the conclusion of the contract, under penalty of termination or cancellation of the contract in question.

## 12.2. FINAL PROVISIONS

The provider (including its collaborating experts) transfers to the beneficiary the copyright and related rights that are the subject of this contract for an indefinite period and may be exercised by the beneficiary both within and outside Romania.

All requirements set out in these Specifications shall be considered minimum and mandatory. Thus, any bid submitted that deviates from the requirements of the specifications will be considered provided that the services described in the technical bid ensure a higher level of quality than that requested. Any bid containing specifications inferior to those in the specifications will be considered non-compliant and will be rejected by the contracting authority.

The technical bid, financial bid and all documents related to the procedure shall be drawn up in Romanian. All supporting documents requested (e.g. similar experience, contracts, CVs, CV supporting documents, etc.) shall be submitted in Romanian; documents issued in another language shall be accompanied by certified translations into Romanian.

## CHAPTER III FORMS and Annexes





Form 1 – Letter of submission of the offer and annex Power of attorney (if applicable/model)  
Form 2 – Declaration of non-compliance with the situations provided for in Articles 164, 165 and 167 of Law No. 98/2016

Form 3 – Declaration regarding the avoidance of conflicts of interest provided for in Articles 59 and 60 of Law No. 98/2016 and Annex mentioning persons with decision-making powers

Form 4 – Third-party commitment regarding the financial support of the tenderer/candidate/group of economic operators

Form 5 – Partnership agreement for participation in the public procurement contract award procedure

Form 6 - General Information Sheet

Form 7 - Declaration regarding the main similar services provided in the last 5 years, annex to the declaration regarding the main similar services provided in the last 5 years

Form 8 - Similar experience

Form 9 - Commitment regarding the technical and professional support of the tenderer/candidate/group of economic operators

Form 10 - Technical proposal

Form 11 - Service provision schedule

Form 12 - Information on the personnel responsible for performing the contract

Form 13 - Declaration of availability (expert)

Form 14 - Declaration regarding health and safety at work

Form 15 - Declaration of acceptance of the contractual conditions

Form 16 - Declaration on compliance with the DNSH principle

Form 17 - Tender form

Form 18 - Detailed financial proposal

Form 19 - Payment schedule

Form 20 - Declaration regarding the part(s) of the contract that are performed by subcontractors and their specialisation

Form 21 - Consent agreement - information on personal data protection

## FORM 1

Registered at the headquarters of the Contracting Authority (....., Romania)





No. .... / .....

BIDDER ..... (name/designation)

Address:

Telephone:

Fax:

Email:

### COVER LETTER

To: Executive Agency for Higher Education, Research, Development and Innovation Funding

Address: Bucharest, Str. Mendeleev nr. 21-25, sector 1

Tel.: +4021/3083850, Fax: +4021/3115992

Following the announcement published on the website ....., regarding the application of the public procurement procedure, through the Internal Procedural Rules for the award of the contract having as its object "**Vocational training services within the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506**"

I, the undersigned, ....., authorised representative of the economic operator ..... hereby submit the following:

The sealed and clearly marked package/envelope, containing one original copy of:

1. the documents accompanying the tender;
2. the technical proposal;
3. the tender form and the financial proposal.

We hope that our bid is appropriate and will meet your requirements.

Yours sincerely,

[Name of bidder],

(name, authorised signature and stamp)

Date of completion

[DD.MM.YYYY]

**Economic operator**

\_\_\_\_\_  
(name/title)





### POWER OF ATTORNEY

The undersigned ..... (name/designation)  
with registered office in ..... (address of the economic operator)  
registered with the Trade Register under no. ...., CUI ....., tax attribute ....., legally  
represented by ....., in the capacity of ....., hereby authorise Mr/Ms  
....., residing in ....., identified with ID card/passport series ....., no.  
....., CNP ....., issued by ....., on ....., holding the position of  
....., to represent us in procedure no. ...., organised by the Executive  
Agency for Higher Education, Research, Development and Innovation Funding, as the contracting authority for  
the purpose of awarding the contract for **"Vocational training services within the project "University  
leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and  
Employment Programme 2021-2027, MySMIS code: 335506"**,

In fulfilling their mandate, the representative shall have the following rights and obligations:

1. To sign all acts and documents issued by the undersigned in connection with participation in this procedure;
2. To participate on behalf of the undersigned in the procedure and to sign all documents resulting during and/or following the procedure.
3. To respond to requests for clarification made by the evaluation committee during the procedure.
4. To submit appeals regarding the procedure on behalf of the undersigned.

Our representative is hereby fully authorised to engage the undersigned's liability in relation to all acts and deeds arising from participation in the procedure.

Note: The power of attorney shall be accompanied by a copy of the identity document of the authorised representative (identity card, passport).

Date of completion .....

Name of the principal

S.C. ....

legally represented by

\_\_\_\_\_

(Surname, first name)

.....

(Specimen signature of

\_\_\_\_\_

(Position)

of the authorised person)

\_\_\_\_\_

(original stamp and authorised signature)





Economic operator

\_\_\_\_\_  
(name/company name)

**DECLARATION**

**regarding non-compliance with the situations provided for in Articles 164, 165 and 167 of  
Law No. 98/2016**

1. I, the undersigned, ..... (full name of the authorised person), authorised representative of ....., declare on my own responsibility, as a bidder in the public procurement procedure for **"Vocational training services within the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"**, organised by UEFISCDI, on ....., under the penalties applicable to the offence of falsification of public documents, that we are not in any of the situations provided for in Articles 164, 165 and 167 of Law No. 98/2016 on public procurement.

2. I, the undersigned, declare on my own responsibility that I hereby understand that the contracting authority may exclude an economic operator at any time during the award procedure if it becomes aware that the economic operator is, in view of actions or omissions committed before or during the procedure, in one of the situations provided for in Articles 164, 165 and 167 of Law No. 98/2016 on public procurement, which may lead to exclusion from the award procedure.

3. I, the undersigned, declare that the information provided is complete and accurate in every detail and understand that the contracting authority has the right to request, for the purpose of verifying and confirming the statements, situations and documents accompanying the tender, any additional information regarding our eligibility, as well as our experience, competence and resources.

4. I hereby authorise any institution, commercial company, bank or other legal entity to provide information to the authorised representatives of the contracting authority - UEFISCDI - on any technical and financial aspects related to our activity.

5. I understand that if this statement is not true, I may be liable for violating the provisions of criminal law regarding false statements.

At the same time, I declare that I am aware of the provisions of Article 326 *"False Statements"* of the Criminal Code regarding *"Inappropriate statements of truth made to a person referred to in Article 175 (of the New Criminal Code) or to an entity in which that person carries out their activity with a view to producing legal consequences for themselves or for another person, when, according to the law or the circumstances, the statement made serves to produce those consequences, shall be punished by imprisonment from 3 months to 2 years or by a fine."*

Date: [DD.MM.YYYY]

(name and surname) \_\_\_\_\_, (signature),

in my capacity as \_\_\_\_\_, legally authorised to sign the offer for and on behalf of \_\_\_\_\_

(name/name of economic operator)

Note: All fields must be completed by the tenderer or, where applicable, by the tenderer's representative. In the case of a consortium, this declaration shall be submitted by each member individually, signed by its representative or legal representative.





Economic operator

\_\_\_\_\_

(name/company name)

**DECLARATION**

**on the avoidance of conflicts of interest**

**(Articles 59 and 60 of Law No. 98/2016)**

1. I, the undersigned, ..... (name, name of the economic operator), as a bidder/associated bidder/subcontractor/supporting third party in the public procurement procedure for "Vocational training services within the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506", organised by UEFISCDI, on ....., pursuant to Articles 59 and 60 of Law No. 98/2016 on public procurement, I declare on my own responsibility, under penalty of perjury, the following:

a) I or any of the proposed third-party supporters or subcontractors do not hold any shares, interests, or equity in the subscribed capital, or of persons who are members of the board of directors/management body (as per the annex) of UEFISCDI;

b) neither I nor any of the proposed third-party supporters or subcontractors is a spouse, relative or relative by marriage, up to and including the second degree, of persons who are members of the board of directors/management or supervisory body of UEFISCDI;

c) neither I nor any of the proposed third-party supporters or subcontractors have, directly or indirectly, any personal, financial, economic or other interest, or are in any other situation that could affect the independence and impartiality of the contracting authority during the evaluation process;

d) neither I nor any of the proposed third-party supporters or subcontractors are members of the board of directors/management or supervisory body, and/or we do not have any significant shareholders or associates who are spouses, relatives or relatives by marriage up to and including the second degree, or who are in business relationships with persons holding decision-making positions within UEFISCDI;

e) Neither I nor any of the proposed third-party supporters or subcontractors have nominated as key persons designated for the performance of the contract any persons who are spouses, relatives or relatives by marriage up to and including the second degree, or who are in commercial relations with persons holding decision-making positions within UEFISCDI.

2. I, the undersigned, ..... declare that I will immediately inform the contracting authority if any changes occur in this declaration at any point during the public procurement contract award procedure or, if we are designated as the winners, during the performance of the public procurement contract.

3. I also declare that the information provided is complete and accurate in every detail and understand that the contracting authority has the right to request any additional information for the purpose of verifying and confirming the statements, situations and documents accompanying the tender.

4. I understand that if this declaration is not true, I may be liable for violating the provisions of criminal law regarding false statements.

Date: [DD.MM.YYYY]

(surname and first name) \_\_\_\_\_, (signature and stamp),

as the legal representative authorised to sign the bid for and on behalf of

\_\_\_\_\_ (name/name of economic operator)



Annex to the declaration on the avoidance of conflicts of interest

**Executive Agency for Higher Education, Research, Development and Innovation Funding**

**TABLE**  
**OF PERSONS HOLDING DECISION-MAKING POSITIONS WITHIN THE INSTITUTION**  
*(to be completed by the Contracting Authority)*

No	First and Last Name	Position
1.	Adrian CURAJ	General Manager, UEFISCDI
2.	Magdalena SUSAN RESIGA	Deputy Director General, UEFISCDI
3.	Gabriela JITARU	Director of Higher Education (Authorised Representative)
4.	Lucia BOICENCO	Economic Director (with delegation)
5.	Luciana BRATU	Head of Department
6.	Octavian Daniel POPA	Project Manager PEO 335506
7.	Cristina Angela Pleșcan	Assistant Manager
8.	Cristina MANDACHE	Financial Manager
9.	Andreea Cristina ZAHARIA	Public Procurement Officer
10.	Gabriela POPA	Technical and Financial Manager
11.	Daniela ILIESCU	Technical and financial manager
12.	Theodora GANA	Technical and financial manager
13.	Elena Victoria ZAHARIA	Technical and financial manager
14.	Florica ȚÎRLEA - CULEA	Technical and financial manager
15.	Oana-Alina CRUȘMAC	Implementation expert A.1
16.	Mihai-Alexandru DINU	Implementation expert A.2
17.	Oana-Maria IONESCU	Implementation expert A.1
18.	Marius Alexandru MITROI	Content Coordinator A.1
19.	Ana-Maria NENECIU	Implementation expert A.2
20.	Elena SIMION	Content Coordinator A.2
21.	Alina BAHNA	Implementation Expert A.2

Date of completion: [DD.MM.YYYY]

Economic operator,.....

(name, authorised signature)



Third party financial supporter  
.....(name)

**THIRD PARTY SUPPORTER COMMITMENT  
regarding the financial support  
of the tenderer/candidate/group of economic operators**

To, .....  
(name of the contracting authority and full address)

With regard to the procedure for awarding the contract .....

(name of the public procurement contract), we .....(name of the third-party financial supporter), with registered office at ..... (address of the third-party financial supporter), firmly, unconditionally and irrevocably undertake to make available to ..... (name of the tenderer/candidate/group of economic operators) all the financial resources necessary for the full and timely fulfilment of all the obligations assumed by them in accordance with the tender submitted and the public procurement contract to be concluded between the tenderer and the contracting authority.

The provision of financial support does not entail any costs for the purchaser other than those included in the financial proposal.

In this regard, we firmly, unconditionally and irrevocably undertake to make available to ..... (name of the tenderer/candidate/group of economic operators) the amount of ..... (total/partial value of the financial proposal), necessary for the full, regulatory and timely performance of the public procurement contract.

We, ..... (name of the financial supporter), declare that we understand that we are liable to the contracting authority for the non-performance of any obligation assumed by ..... (name of tenderer/group of economic operators) under the public procurement contract and for which ..... (name of tenderer/candidate/group of economic operators) has received financial support under this commitment, waiving definitively and irrevocably the right to invoke the benefit of division or discussion.

We, ..... (name of the third party financial supporter), declare that we understand that we definitively and irrevocably waive the right to invoke any exception of non-performance, both against the contracting authority and against ..... (name of tenderer/candidate/group of tenderers), which could lead to the partial or total non-performance, or to the delayed or improper performance of the obligations assumed by us under this undertaking.

We, ..... (name of the financial supporter), declare that we understand that we are liable for any damage caused to the contracting authority as a result of failure to comply with the obligations set out in the commitment.

This is our firm commitment made in accordance with the provisions of Article 48(1) of Government Decision 395/2016, which gives the contracting authority the right to legitimately request that we fulfil certain obligations arising from the financial support granted to ..... (name of the tenderer/candidate/group of economic operators).

Date of completion,  
(authorised signature)

Third party supporter,





**ASSOCIATION AGREEMENT**  
**for participation in the public procurement contract award procedure**

In accordance with \_\_\_\_\_  
(legal classification)

We, the undersigned parties: S.C. \_\_\_\_\_  
S.C. \_\_\_\_\_

are joining forces to jointly perform the public procurement contract " \_\_\_\_\_"  
(contract object name)

Contractual activities to be carried out jointly:

1. \_\_\_\_\_
2. \_\_\_\_\_
- ...

Financial contribution of each party to the performance of the joint public procurement contract:

\_\_\_\_\_ % S.C. \_\_\_\_\_  
\_\_\_\_\_ % S.C. \_\_\_\_\_

Conditions for the administration and management of the association:

- the leader of the association S.C. \_\_\_\_\_ assumes responsibility and receives instructions from the investor for the benefit of the association partners.

Method of distributing the results of the economic activity carried out:

- according to the percentages of participation of each party in the activity of carrying out the tasks agreed upon by mutual consent.

Causes for termination of the association and method of distribution of liquidation proceeds:

- termination of the association in the event of unilateral termination of the association contract by one of the partners;
- the method of distributing the results of the liquidation is in accordance with the percentage of participation of each party up to the date of termination of the association.

Physical, value and percentage distribution of the public procurement contract taken over by each partner for the execution of the tendered objective:

\_\_\_\_\_ % S.C. \_\_\_\_\_  
\_\_\_\_\_ % S.C. \_\_\_\_\_

Leader of the association:

S.C. \_\_\_\_\_

Other clauses: \_\_\_\_\_  
\_\_\_\_\_

Date of completion: \_\_\_\_\_  
\_\_\_\_\_

LEADER OF THE ASSOCIATION,  
\_\_\_\_\_

MEMBER,  
\_\_\_\_\_





**FORM 6**

Economic operator

\_\_\_\_\_

(name/designation)

**GENERAL INFORMATION SHEET**

I, the undersigned (*full name*) ....., authorised representative of (*name/surname of candidate/tenderer*) ....., declare on my own responsibility, under the penalties applicable to the offence of falsification of public documents, that the information provided below is true.

- 1. Name/surname:
- 2. Tax code:
- 3. Head office address:
- 4. Telephone
- Fax

Email:

- 5. Registration certificate \_\_\_\_\_  
(number, date and place of registration)

- 6. Field of activity, by area: \_\_\_\_\_  
(in accordance with the provisions of the articles of association)

- 7. Offices of local branches/subsidiaries, if applicable: \_\_\_\_\_  
(full addresses, telephone, fax, registration certificates)

Date of completion: [DD.MM.YYYY]

Economic operator,.....

(name, authorised signature)





**FORM 7**

Economic operator

\_\_\_\_\_  
(name/designation)

**DECLARATION  
REGARDING THE MAIN SIMILAR SERVICES PROVIDED IN THE LAST 5 YEARS**

I, the undersigned, \_\_\_\_\_ [full name of the authorised person], authorised representative of \_\_\_\_\_ [name/surname and registered office/address of the economic operator], declare on my own responsibility, under the penalties applicable to the offence of falsification of public documents, that the data presented in the attached table are true.

I, the undersigned, \_\_\_\_\_ declare that the information provided is complete and accurate in every detail and understand that the contracting authority has the right to request, for the purpose of verifying and confirming the statements, situations and documents accompanying the tender, any additional information for the purpose of verifying the data in this declaration.

I, the undersigned, hereby authorise any institution, commercial company, bank or other legal entity to provide information to the authorised representatives of \_\_\_\_\_ [name and address of the contracting authority] on any technical and financial aspects related to our activity.

This declaration is valid until \_\_\_\_\_ [specify the expiry date of the tender]

Date of completion.....

Authorised economic operator

(signature)



**ANNEX**  
**TO THE DECLARATION ON THE MAIN SIMILAR SERVICES PROVIDED IN THE LAST 5 YEARS**

Economic operator

\_\_\_\_\_  
*(name/designation)*

LIST  
of the main services provided in the last 5 years

Subject of the contract	CPV	Name/title of beneficiary/client Address	Quality	Total contract value	Percentage fulfilled by the provider (%)	Contract period	Data (start / end)

Economic operator,

.....  
*(name of legal representative, in clear text)*

.....  
*(authorised signature)*



Economic operator

\_\_\_\_\_  
(name/company name)

**SIMILAR EXPERIENCE**

1. Name and subject matter of the contract: \_\_\_\_\_.

Contract number and date: \_\_\_\_\_.

2. Name/title of beneficiary/client: \_\_\_\_\_.

Address of the beneficiary/client: \_\_\_\_\_.

Country: \_\_\_\_\_.

3. Capacity in which they participated in the performance of the contract:

*(tick the appropriate option)*

sole contractor or lead contractor (association leader)

associated contractor

subcontractor

4. Contract value:

expressed in                      expressed  
currency in which                      in equivalent  
concluded                      euro  
contract

a) initial *(at the date of signing the contract)*:                      \_\_\_\_\_

b) final *(on the date of completion of the contract)*:                      \_\_\_\_\_

5. If there were any disputes regarding the performance of the contract, their nature and how they were resolved: \_\_\_\_\_.

6. Services provided under the contract, as well as other relevant aspects through which the tenderer/candidate supports their similar experience:

\_\_\_\_\_

Economic operator,

.....(name of legal representative, in clear writing)

..... (authorised signature)

*To be completed for each contract presented in Annex to Form 7*



Economic operator

\_\_\_\_\_  
(name/company name)

**COMMITMENT**

**regarding the technical and professional support**

**to the tenderer/candidate/group of economic operators**

To, .....

(name of the contracting authority and full address)

With regard to the procedure for awarding the contract ..... (name of the public procurement contract), we ..... (name of the third party providing technical and professional support), with registered office at ..... (address of the third party providing technical and professional support), we firmly, unconditionally and irrevocably undertake to make available to ..... (name of the tenderer/group of economic operators) all the technical and professional resources necessary for the full and timely fulfilment of all the obligations assumed by the latter, in accordance with the tender submitted and the public procurement contract to be concluded between the tenderer and the contracting authority.

The provision of technical and professional support shall not entail any costs for the purchaser other than those included in the financial proposal.

In this regard, we firmly, unconditionally and irrevocably undertake to make available to ..... (name of the tenderer/candidate/group of economic operators) the technical and/or professional resources of ..... necessary for the full, regulatory and timely performance of the public procurement contract.

We, ..... (name of the technical and professional supporting third party), declare that we understand that we are unconditionally liable to the contracting authority for the non-performance of any obligation assumed by ..... (name of the tenderer/candidate/group of economic operators), under the public procurement contract, and for which ..... (name of the operator/candidate/group of economic operators) has received technical and professional support in accordance with this commitment, thereby waiving, definitively and irrevocably, the right to invoke the benefit of division or discussion.

We, ..... (name of the third party providing technical and professional support), declare that we understand that we definitively and irrevocably waive the right to invoke any exception of non-performance, both against the contracting authority and against ..... (name of tenderer/group of tenderers), which could lead to the partial or total non-performance, or to the delayed or improper performance of the obligations assumed by us under this undertaking.

We, ..... (name of the technical and professional supporting third party), declare that we understand that we are liable for any damage caused to the contracting authority as a result of failure to comply with the obligations set out in the commitment.

This is our firm commitment made in accordance with the provisions of Article 48(1) of Government Decision No. 395/2016, which gives the contracting authority the right to legitimately request that we fulfil certain obligations arising from the technical and professional support provided to ..... (name of the tenderer/candidate/group of economic operators).

Date of completion,

.....

.....(authorised signature)

Supporting third party,

Economic operator

\_\_\_\_\_  
(name/company name)

## TECHNICAL PROPOSAL

To: Executive Agency for Higher Education, Research, Development and Innovation Funding

Address: Bucharest, Str. Mendeleev nr. 21-25, sector 1

Tel: +40 21 308 38 50, Fax: +40 021 311 59 92

Having examined the tender documentation, I, the undersigned \_\_\_\_\_, representative of the tenderer \_\_\_\_\_ (name/name of tenderer), offer to provide, in accordance with the provisions and requirements contained in the above-mentioned documentation, **"Professional training services within the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"**

### PRESENTATION OF THE REQUIRED CRITERIA

#### **Section 1 - Summary**

*This section must:*

- a. *include the essential elements of the Technical Proposal – these must be identified as such in the content of the Technical Proposal submitted – in particular for what the application of the award criterion means;*
- b. *highlight the competitive advantages of the Technical Proposal, as identified by the Bidder preparing this Technical Proposal and taking into account the requirements identified by the Contracting Authority in the Specifications;*
- c. *be designed by the tenderer so that it can be used as input data in meetings organised to monitor activities under the Contract.*

#### **Section 2 - Methodological approach**

*Proposed approach - description of how the activities will be carried out, the tools and methods used, the resources used and the results obtained*

Service requested	The actual method of performing the service in accordance with the requirements in Section 5 (content, method, procedure, technique, process, as applicable)	Tools and resources used	Duration	Service requested
5.1 Development, provision and updating of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process				
5.2. Professional training on technology transfer and the exploitation of research results for experts in the academic environment				
5.3. Professional training on technology transfer and the exploitation of research results for students (shadowing and demonstration teaching)				

**Section 3 - Implementation plan**

- Presentation of an implementation plan for the provision of services necessary for the implementation of the contract, based on the requirements of these specifications,

a. Presentation of the estimated work schedule and timetable (Gantt chart)

Note: Given the dynamics of the project, the Gantt chart will use time intervals expressed in months, not exact dates. The final schedule will be established by mutual agreement with the Beneficiary.

b. Presentation of contract management

#### Section 4 - Presentation of the human and material resources involved

a. Presentation of the team of experts with the profile required in this tender document under point 7 (as well as any other staff deemed necessary for the performance of the contract, if applicable), including the responsibilities assigned to each team member

Expert No.	First and last name	Key expert position for which they are proposed	Activities within the contract in which they participate	Description of the expert's profile based on the format requested by the Contracting Authority, detailing the required experience and the number of projects coordinated/in which he/she has been involved.
Expert 1 – Thematic coordinator				
Expert 2 – Implementation Expert				
Expert 3 – Implementation expert				
Expert 4 – Implementation expert				
Expert 5 – Implementation Expert				
Expert 6 – Implementation expert				
Expert 7 - Implementation expert				

The tenderer must include in the technical proposal a list of the proposed persons, with their names, positions, roles within the team and responsibilities, accompanied by CVs dated and signed by the proposed experts, a declaration of availability signed by each proposed expert and supporting documents; supporting documents may include: job description, contract, recommendation, or any other similar documents that clearly show the requested information.

b. Material resources made available to the proposed team for the performance of the activities;

**Section 5 - Method of fulfilling the reporting requirements requested in the Contract, including the final documents in relation to the minimum requirements in the Specifications.**

<b>Requirement to report results in the Specifications</b>	<b>Method of fulfilling the requirement</b>
Draft version of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process	
Report on the provision of professional training services for university experts	
Report 1 on the implementation of professional training services for doctoral and postdoctoral students	
Final version of study materials on technology transfer and exploitation of research results, prepared for use in the teaching process	
Report 2 on the implementation of professional training services for doctoral and postdoctoral students	

**Date of completion: [DD.MM.YYYY]**

**Economic operator,.....**

**(name, authorised signature)**

Economic operator,

\_\_\_\_\_

(name/designation)

### SERVICE PROVISION SCHEDULE

for the performance of the public procurement contract for "Professional training services within the project "*University leadership for knowledge and technology transfer*" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"

Deliverable	Minimum content for acceptance	Responsible for activity	Delivery deadline
Draft version of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process	This deliverable consists of the first version of the study materials prepared for use in the teaching process in accordance with the requirements of point 5.1.	Service provider	Within 6 months of signing the contract
Report on the provision of professional training services for university experts	The report shall fully document the training provided to university experts in accordance with the requirements of point 5.2. and shall include: <ul style="list-style-type: none"> <li>• a description of the planning and organisation of activities;</li> <li>• the number of participants and the institutions represented;</li> <li>• the conduct of the sessions (content, methods used, learning tools);</li> <li>• evaluation of participation and satisfaction of the target group;</li> <li>• other relevant information.</li> <li>• annexes: educational materials used in the training process, both for the theoretical and practical components (standard documents and procedures for the operation and functioning of a technology transfer office/centre/entity, used for</li> </ul>	The service provider	Within 15 months of signing the contract

	<p>case studies);</p> <p>The report and the materials in the annexes shall be delivered in editable format, in Romanian and English, with an open licence. All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>		
<p>Report 1 on the implementation of professional training services for doctoral and postdoctoral students</p>	<p>The document will present the status of the implementation of training services among students in the first cycle of training (2027), including:</p> <ul style="list-style-type: none"> <li>• the proposed structure of the study programme</li> <li>• the number of students and experts involved, the form of participation (online/hybrid), the activities carried out;</li> <li>• analysis of the use of study materials in demonstration teaching;</li> <li>• interim feedback collected from participants;</li> <li>• necessary adjustments to study materials and programme structure</li> <li>• annexes: additional support materials used in lectures (if applicable)</li> </ul> <p>The report will inform the process of updating study materials and improving future activities</p> <p>The report and the materials in the annexes will be delivered in editable format, in Romanian and English, with an open licence.</p> <p>All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>	<p>The service provider</p>	<p>Within one month of completing the first training cycle for doctoral and postdoctoral students</p>

<p>Final version of the study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process</p>	<p>This deliverable consists of the first version of the study materials prepared for use in the teaching process in accordance with the requirements of point 5.1.</p> <p>The materials will be delivered in a complete form, but open to updating, and will be improved based on feedback from the training activities.</p> <p>The materials will be delivered in editable format, in Romanian and English, with an open licence.</p> <p>All documents must include/will include visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>	<p>The provider</p>	<p>Within 3 months of acceptance of Report 1 on the implementation of professional training services for doctoral and postdoctoral students</p>
<p>Report 2 on the implementation of professional training services for doctoral and postdoctoral students</p>	<p>Report 2 will include:</p> <ul style="list-style-type: none"> <li>• a complete presentation of the training programme carried out during both cycles (2027, 2028);</li> <li>• recommendations on the implementation of the course on technology and knowledge transfer in the university curriculum;</li> <li>• conclusions on the implementation of the programme</li> </ul> <p>The report and the materials in the annexes shall be delivered in editable format, in Romanian and English, with an open licence.</p> <p>All documents must include/will include the visual identity elements in accordance with the provisions of the Visual Identity Guide 2021-2027. These will be provided by the contracting authority.</p>	<p>The service provider</p>	<p>No later than 60 days before the end of the contract</p>

**Date of completion: [DD.MM.YYYY]**

**Economic operator,.....**

**(name, authorised signature and stamp)**

Economic operator,

\_\_\_\_\_

(name/designation)

**INFORMATION ON RESPONSIBLE STAFF  
FOR THE PERFORMANCE OF THE CONTRACT**

*I, the undersigned ..... (full name), authorised representative of .....  
(name of economic operator), declare on my own responsibility that the personnel resources that will be  
available for the performance of the contract are as follows:*

No	Surname/ First name	Position involved in the performance of the contract	Level of education	Areas of expertise	Years of profession al experien ce	Specific experien ce	Average availability/ working hours (hours per week)	Collaboration/ employment contract for an indefinite or fixed term, for the duration of the contract  YES / NO [OR] DECLARATIO N OF AVAILABILITY * ....

***\*) Supporting documents must be attached (CV dated and signed by the proposed expert, declaration of availability, contract/job description/other documents, evidence of professional experience required in the Data Sheet and Specifications, etc.).***

Date of completion: [DD.MM.YYYY]

Economic operator,

.....

(name and authorised signature)



**DECLARATION OF AVAILABILITY\***

I, the undersigned ..... hereby declare that I agree to participate in the public procurement procedure organised by the **Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI)** for the procurement of **"Vocational training services within the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"**

Furthermore, if the company's bid is selected as the winning bid, I declare that I am **capable and available** to work in the position for which my CV has been included in the bid for the duration of the contract (no later than 28 February 2029).

If this bid is selected as the winning bid, I am fully aware that my unavailability during the above-mentioned period, caused by reasons other than illness or force majeure, may lead to my exclusion from participating in other tenders and contracts and may result in the cancellation of the contract.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

*\*The declaration shall be completed and signed by the proposed expert.*





Economic operator

\_\_\_\_\_  
(name/company name)

### DECLARATION ON HEALTH AND SAFETY AT WORK

I, the undersigned (full name), legal representative of .....(name of economic operator), declare on my own responsibility that I undertake to provide **professional training services within the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"**, during the performance of the contract, in accordance with the mandatory rules on working conditions and occupational safety in force in Romania.

I also declare on my own responsibility that, when preparing the offer, I took into account the obligations relating to working conditions and occupational safety, and I included the cost of fulfilling these obligations in the offer.

Furthermore, I declare that I am aware of the provisions of Article 292 "False Statements" of the Criminal Code regarding "the improper declaration of the truth to a state body or institution or other entity with a view to producing legal consequences for oneself or for another, when, according to the law or circumstances, the statement made serves to produce that consequence, shall be punished with imprisonment from 3 months to 2 years or with a fine."

Date of completion: [DD.MM.YYYY]

Economic operator,

.....

(name and authorised signature)

(signature)



Economic operator

\_\_\_\_\_  
(name/company name)

**DECLARATION OF ACCEPTANCE OF THE CONTRACTUAL TERMS AND CONDITIONS**

Contract title: .....

I, the undersigned (surname/first name), residing in ..... (home address), identified by identity document (ID card/passport), series ....., no. ...., issued by....., on ....., CNP ....., as the legal representative of the Bidder ..... (in the case of an Association, the name of the entire Association shall be filled in) in the procedure through internal procedural rules, for **professional training services within the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506, organised by the Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI).**

We declare that we agree with the contractual clauses attached to this tender documentation and undertake to comply with all the obligations mentioned therein.

Date of completion: [DD.MM.YYYY]

Economic operator,

.....

(name and authorised signature)

(signature)

Economic operator

\_\_\_\_\_  
(name/company name)

**DECLARATION OF COMPLIANCE WITH THE DNSH PRINCIPLE  
("DO NO SIGNIFICANT HARM")**

I, the undersigned (surname/first name), residing in ..... (home address), identified by identity document (ID card/passport), series ....., no. ...., issued by....., on ....., CNP ....., as the authorised representative of the Bidder/Subcontractor ..... (in the case of an Association, the name of the entire Association shall be filled in) in the procedure for the award of the contract "vocational training services within the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506, organised by the Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI) I declare on my own responsibility that the project will comply with the DNSH ("Do no significant harm") principle, as provided for in Article 17 of the Taxonomy Regulation.

1. An activity is considered to significantly harm climate change mitigation if it generates significant greenhouse gas (GHG) emissions;
2. An activity shall be considered to significantly impair adaptation to climate change if it increases the adverse impact of the current and projected climate on the activity itself or on people, nature or assets (6);
3. An activity shall be considered to significantly impair the sustainable use and protection of water and marine resources where that activity is detrimental to the good status or good ecological potential of bodies of water, including surface water and groundwater, or the good environmental status of marine waters;
4. An activity shall be considered to significantly impair the circular economy, including waste prevention and recycling, if the activity leads to significant inefficiencies in the use of materials or in the direct or indirect use of natural resources, to a significant increase in the generation, incineration or disposal of waste, or if the long-term disposal of waste may cause significant and long-term damage to the environment;
5. An activity shall be considered to significantly harm the prevention and control of pollution where that activity leads to a significant increase in emissions of pollutants into the air, water or soil;
6. An economic activity shall be considered to significantly harm the protection and restoration of biodiversity and ecosystems if that activity is significantly detrimental to the good condition and resilience of ecosystems or detrimental to the conservation status of habitats and species, including those of Union interest.

Checklist for compliance with DNSH principles for vocational training services within the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506, organised by the Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI)

	<b>Environmental objective assessed according to the DNSH principle</b>	<b>Simplified assessment</b>	<b>Substantive assessment</b>	<b>Justification of compliance with the DNSH principle for the relevant environmental objective</b>
1	<b>Climate change mitigation</b>			The equipment used complies with the energy requirements as set out in Directive 2009/125/EC establishing a framework for the setting of ecodesign requirements for energy-related products. Best practices for the equipment and services provided will be followed (as set out in the European Code of Conduct for Energy Efficiency in Data Centres or CLC TR50600-99-1 'Facilities and infrastructure for data centres — Part 99-1: Recommended practices for energy management'). Thus, no significant negative effects on GHG emissions are expected from the specific activities.
2	<b>Adaptation to climate change</b>			Effective implementation will have no significant negative impact on the climate change objective. Where appropriate, vulnerability analyses will be carried out and the adaptation measures they prescribe will be implemented.
3	<b>Sustainable use and protection of water and marine resources</b>			The investments have no impact on this environmental objective.
4	<b>Circular economy, including waste prevention and recycling</b>			The activities carried out will aim to limit waste generation and encourage recycling where appropriate, especially where equipment is replaced. During the implementation of the investments, a low level of waste generation will be maintained, existing equipment will be recycled where possible, and new equipment purchased will comply with the legal provisions in force, including European standards, regarding their production (including those related to the environment) and the material efficiency requirements established in accordance with Directive 2009/125/EC. Furthermore, the equipment used will not contain the restricted substances listed in Annex II to Directive 2011/65/EU, unless the concentration values by weight in homogeneous materials do not exceed those listed in that Annex. At the end of the equipment's life, compliance with the provisions of Annex VII to Directive 2012/19/EU shall also be taken into account.
5	<b>Prevention and control of air, water or soil pollution</b>			The specific activities are not expected to have a negative impact on the increase in pollution levels. The acquisition of new, state-of-the-art technologies with the lowest possible pollution levels will also be considered.



6	<b>Protection and restoration of biodiversity and ecosystems</b>			The investment will not have an impact on protected areas or biodiversity. The provisions of specific legislation in the field of biodiversity (including the Habitats Directive, the Birds Directive and the EIA Directive) will be complied with.
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I also declare that the information provided is complete and accurate in every detail and I understand that the competent institutions have the right to request any additional information from me for the purpose of verifying and confirming the declaration. I understand that if this declaration is not true, I am liable to violate the provisions of criminal law regarding false statements.

I am aware that a false declaration will result in the termination of the procurement contract and will oblige the tenderer I represent to reimburse the amounts that are the subject of the breach of the DNSH principle and to pay compensation for the period from the receipt of the amounts until the date of discovery of the false declaration.

.....  
(name and position)

.....  
(date, signature)

**FORM 17**

Economic operator



\_\_\_\_\_  
(name/company name)

## OFFER FORM

To: Executive Agency for Higher Education, Research, Development and Innovation Funding  
Address: Bucharest, 21-25 Mendeleev Street, District 1  
Tel: +40 21 308 38 50, Fax: +40 021 311 59 92

Dear Sirs/Madams,

1. Having examined the tender documentation, I, the undersigned, representative of the tenderer \_\_\_\_\_, (name/name of tenderer) offer, in accordance with the provisions and requirements contained in the above-mentioned documentation, to provide **"Vocational training services within the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"** for the amount of [.....] lei, (amount in figures and letters) plus value added tax in the amount of [.....] lei (amount in figures and letters).
2. We undertake that, if our bid is successful, we will provide the services in accordance with the service provision schedule agreed with the Contracting Authority.
3. We undertake to keep this offer valid for a period of 90 days, (duration in figures and letters) respectively until \_\_\_\_\_, (day/month/year) and it will remain binding on us and may be accepted at any time before the expiry of the period of validity.
4. Until the contract is signed, this offer, together with your communication that our offer has been accepted, will constitute a binding contract between us.
5. We understand that you are not obliged to accept the lowest price offer or any other offer you may receive.

Date: [DD.MM.YYYY]

(first and last name) \_\_\_\_\_, (signature),

in my capacity as \_\_\_\_\_, legally authorised to sign the offer for and on behalf of

\_\_\_\_\_  
(name/name of economic operator)

Economic operator

(name/designation)

### DETAILED FINANCIAL PROPOSAL

**"Vocational training services within the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"**

No.	Project activity	Service name	Price, Lei (excluding VAT)	VAT
1	A.	Development of a study programme on the exploitation of research results in doctoral and postdoctoral studies		
2.	A.2.	Implementation of a study programme on the exploitation of research results in doctoral and postdoctoral studies.		
<b>TOTAL, LEI</b>				
<b>GRAND TOTAL LEI</b>				

The offer includes all expenses related to the provision of services until the end of the contract, such as, but not limited to, the following: logistics costs related to the provision of services (transport, accommodation, meals for participants and own staff, communication costs, consumables costs), other logistical costs, as described in the Technical Proposal, operational (administrative) costs, indirect expenses, profit margin for the provision of the requested services, etc.

For bidders residing in Romania, the financial offer must be expressed in lei.

For bidders residing outside Romania, the financial offer may be expressed in foreign currency. In the case of offers submitted in foreign currency, the conversion will be made taking into account the InforEuro exchange rate for the month of publication of the tender specifications.

**The total estimated value of the contract is: 1,526,521.57 lei, excluding VAT, consisting of:**

- 726,521.57 lei excluding VAT, related to activity A1, Services requested 5.1 and 5.3
- 800,000.00 lei excluding VAT, related to activity A2, Services requested 5.2

**The total estimated value cannot be exceeded.**

**The value corresponding to each activity cannot be exceeded.**

**Bids exceeding the total estimated value and the value corresponding to each activity will be declared unacceptable (in accordance with Article 137(2)(e) of Government Decision 395/2016).**

Date: [DD.MM.YYYY]

(name and surname) \_\_\_\_\_, (signature),

in my capacity as \_\_\_\_\_, legally authorised to sign the bid for and on behalf of

\_\_\_\_\_  
(name/name of economic operator)

**FORM 19**

Economic operator,

\_\_\_\_\_

(name/designation)

**PAYMENT SCHEDULE**

regarding the public procurement contract for "Professional training services within the project "University Leadership for Knowledge and Technology Transfer" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506"

No.	Deliverable name	Total price, lei, excluding VAT	Responsible for payment	Payment deadline
1	Draft version of study materials on technology transfer and exploitation of research results, prepared for use in the teaching process	.....(maximum 50% of the value corresponding to activity A1)	Contracting authority as purchaser	Payment for services shall be made within a maximum of 30 days by payment order after quantitative and qualitative acceptance of the services, delivery and acceptance of the deliverables.
2	Report on the provision of professional training services for university experts	..... (maximum 100% of the value corresponding to activity A2)	Contracting authority as Purchaser	Payment for services shall be made within a maximum of 30 days by payment order after quantitative and qualitative acceptance of the services, delivery and acceptance of the deliverables.
3	Package consisting of: a) Report 1 on the implementation of professional training services for doctoral and postdoctoral students and b) Final version of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process	..... (maximum 25% of the value corresponding to activity A1)	Contracting authority as Purchaser	Payment for the services shall be made within a maximum of 30 days by payment order after quantitative and qualitative acceptance of the services, delivery and acceptance of the deliverables.
4	Report 2 on the implementation of professional training services for doctoral and postdoctoral students	..... (maximum 25% of the value corresponding to activity A1)	Contracting authority as Purchaser	Payment for services shall be made within a maximum of 30 days by payment



				order after quantitative and qualitative acceptance of the services, delivery and acceptance of the deliverables.
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Payment of accepted invoices shall be made within the limits of the allocated funds and budget changes occurring during the contract period.

The total estimated value represents the maximum amount that can be paid from the project budget.

The total estimated value of the contract is: 1,526,521.57 lei, excluding VAT, consisting of:

- 726,521.57 lei excluding VAT, related to activity A1, Services requested 5.1 and 5.3
- 800,000.00 lei excluding VAT, related to activity A2, Services requested 5.2

The total estimated value cannot be exceeded.

The value corresponding to each activity cannot be exceeded.

Bids that exceed the total estimated value and the value corresponding to each activity will be declared unacceptable (in accordance with Article 137(2)(e) of Government Decision 395/2016).

The payment schedule shall be presented/updated by the tenderer in accordance with the financial proposal submitted.

I, the undersigned, ..... declare that I have understood the payment terms and other contractual clauses and accept the consequences of not fulfilling the contract accordingly.

Date of completion: [DD.MM.YYYY]

Economic operator, .....

(name, authorised signature and stamp)





**FORM 20**

Economic operator

\_\_\_\_\_  
(name/designation)

**STATEMENT REGARDING THE PART(S) OF THE CONTRACT THAT ARE  
PERFORMED BY SUBCONTRACTORS AND THEIR SPECIALISATION**

**Contract title:** ..... (to be completed with the name of the objective)

I, the undersigned, \_\_\_\_\_, legal representative/authorised representative of ..... (name/surname and registered office/address of the tenderer) declare on my own responsibility, under the penalties applicable to the offence of falsification of public documents, that the data presented in the attached table are true.

I, the undersigned, declare that the information provided is complete and accurate in every detail and I understand that the contracting authority has the right to request, for the purpose of verifying and confirming the statements, situations and documents accompanying the tender, any additional information for the purpose of verifying the data in this declaration.

I hereby authorise any institution, commercial company, bank or other legal entity to provide information to the authorised representatives of UEFISCDI on any technical and financial aspects related to our activity.

This declaration is valid until ..... (specify the expiry date of the offer)

Date .....

*Economic operator,*

.....

*(authorised signature and stamp)*

I also declare that I am aware of the provisions of Article 326 "False Statements" of the Criminal Code regarding "Inappropriate statements made to a state body or institution or to another entity referred to in Article 175, with a view to producing legal consequences for oneself or for another, when, according





to the law or circumstances, the statement made serves to produce those consequences, shall be punished by imprisonment from 3 months to 2 years or by a fine."

*Economic operator,*

.....

*(authorised signature)*

**Note: 1. Subcontracting agreements shall be attached. Agreements may be concluded subject to the award of the contract in the present procedure, but may not contain clauses that contravene the contract form for the procedure.**

**ANNEX 1 - Form 20**

Economic operator

.....  
*(name/designation)*

**LIST  
OF SUBCONTRACTORS  
AND THEIR SPECIALISATION**

I, the undersigned ..... bidder/candidate/authorised representative of ..... *(name/company name and registered office/address of the candidate/bidder)*, declare on my own responsibility, under the penalties applicable to the offence of falsification of public documents, that the data presented in the table below are true.

No.	Name/name of subcontractor	Identification details of subcontractors	Direct payment to subcontractor YES/NO	Part(s) of the contract to be subcontracted	Percentage of the part of the contract to be subcontracted %



*Economic operator,*

.....

*(authorised signature)*

**FORM 21**

## CONSENT AGREEMENT - INFORMATION

### REGARDING THE PROTECTION OF PERSONAL DATA

Concluded between:

The Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI), address: Str. D.I. Mendeleev nr. 21-25, sector 1, postal code 010362, Bucharest, telephone: +4021 3080550, fax: +4021 3115992, e-mail: office@uefiscdi.ro, tax registration code no. 12354176, within the project "**University Leadership for Knowledge and Technology Transfer**" (LEADERSHIP TT), funded by the Education and Employment Programme 2021-2027, MySMIS code: 335506 represented by Mr Adrian Curaj, Director General, on the one hand, based on the provisions of Law no. 190/2018 on measures for the implementation of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and

**The company** ..... SRL with its registered office in ..... county/district  
....., registered with the Trade Register under no. J ... /....., with CUI .....,  
represented by .....

We are sending you this document to explain when and why we process your personal data, how we use it, the conditions under which we may transfer it to others and how we store it securely.

### CONDUCT OF THE CONTRACTUAL RELATIONSHIP

Based on the offers and any contract concluded with you, as a supplier/provider, we will process the personal data of the persons representing your company, which you make available to us, as well as any other data necessary to us, in accordance with the contractual provisions and those of Regulation (EU) 2016/679.

### **PROCESSING OF PERSONAL DATA FOR SPECIFIC PURPOSES**

Given the status of the persons representing your company (legal representative, authorised representative or contact person), we process personal data for the following purposes:

- a) performance of the service contract on behalf of which you are acting;
- b) compliance with applicable rules, legal regulations, codes of conduct or guidelines, or for the purpose of enforcing the law and cooperating with the competent authorities (including, but not limited to, tax and judicial authorities)
- c) performance of the contract (which also includes interactions prior to its signing) and to fulfil our legal obligations as a contracting party. The personal data processed consists mainly of: first and last name; email address; telephone number; domicile; personal identification code.
- d) satisfying legitimate interests, such as:
  - preventing, detecting and investigating crimes, including fraud and money laundering or terrorist financing, as well as analysing and managing commercial risks;
  - in connection with any claim, action or proceeding (including, but not limited to, drafting and reviewing documents, preparing the necessary documentation to complete a transaction, obtaining legal advice and facilitating the resolution of disputes) and/or to protect or exercise our contractual and legal rights and obligations;
  - cooperation with public authorities;
  - managing and preparing internal reports, requesting feedback or participating in surveys, as well as conducting research and/or analysis for statistical or other purposes, so that we can establish our products, understand customer behaviour, preferences and market trends, and review, develop and improve the quality of our products.

We inform you that you are obliged to ensure that the data subjects (the representatives of the legal entity to which you belong who interact, regardless of their form and capacity, with UEFISCDI) are adequately informed to the extent that they are not directly informed by this communication.

### **TRANSFER OF PERSONAL DATA TO OTHER THIRD PARTIES**

In order to facilitate the activities related to the purposes of processing detailed above, we communicate this data to third parties, including our partners, for example, to:

- a) professional advisers, such as auditors or lawyers;
- b) regulatory authorities, professional bodies and/or public authorities in order to comply with applicable regulations.

We will not transfer your personal data outside the European Economic Area unless it is strictly necessary for the performance of the contract and only in compliance with the legal provisions in force, applying appropriate protection measures and notifying you when necessary.

We do not automatically process your personal data.

### **STORAGE PERIOD**

We will retain your personal data for the period of time necessary to comply with the legal obligations specific to our field of activity or in accordance with the applicable limitation periods (e.g. three years from the date of termination of the contractual relationship) or to comply with the archiving obligations imposed by the applicable legislation (e.g. those specific to the financial-accounting field).

Once the above-mentioned processing period expires and UEFISCDI no longer has legal grounds or a legitimate interest in processing your personal data, it will be deleted, which may involve archiving, anonymisation or destruction.

### **SECURITY OF PERSONAL DATA**

UEFISCDI will make every reasonable effort to protect your personal data in our possession or under our control by establishing reasonable security measures to prevent unauthorised access, collection, use, disclosure, copying, modification or disposal, as well as other similar risks.

### **RIGHTS**

Unless otherwise provided by law, under certain conditions set out in EU Regulation 679/2016, you have the following rights:

- a) the right of access, i.e. the right to obtain confirmation from us that we are processing your personal data, as well as access to it and the provision of information about how it is processed
- b) the right to rectification, which refers to the correction, without undue delay, of inaccurate personal data and/or the completion of incomplete data;
- c) the right to erasure/the right to be forgotten, i.e. the right to have your personal data collected erased without undue delay, if this data is no longer necessary for the purposes for which it was

collected and there is no other legal basis for processing, the data has been collected unlawfully or the data must be erased to comply with a legal obligation;

d) the right to restriction of processing, which applies if you contest the accuracy of the personal data, the processing is unlawful and you oppose the erasure of the personal data, requesting instead the restriction of processing, we no longer need your personal data, but you request it for the establishment, exercise or defence of a right in court, you have objected to the processing for the period of time during which it is verified whether our legitimate interests in processing the personal data prevail over your rights;

e) the right to object to processing, unless we demonstrate that we have legitimate grounds for processing your data that override your interests, rights and freedoms, or for the establishment, exercise or defence of a right in court;

f) the right to portability, i.e. your right to receive the personal data you have provided to us for the purposes indicated herein, in a structured, commonly used and machine-readable format, as well as the right to send this data to another controller;

g) the right to lodge a complaint with the National Supervisory Authority for Personal Data Protection (ANSPDCP), located at B-dul Gen.Gheorghe Magheru 28-30, Sector 1, postal code 010336, Bucharest, Romania, [anspdcp@dataprotection.ro](mailto:anspdcp@dataprotection.ro) )

At the request of the data subjects, UEFISCDI shall confirm whether or not it processes personal data. All these rights may be exercised by sending a notification to this effect to our email address: [office@uefiscdi.ro](mailto:office@uefiscdi.ro) or sent directly to our headquarters in Bucharest, Str. D.I. Mendeleev nr. 21-25, sector 1, postal code 010362.

Date .....

UEFISCDI .....

Company .....

.....

.....



## MODEL SERVICE PROVISION CONTRACT

between:

THE EXECUTIVE AGENCY FOR HIGHER EDUCATION, RESEARCH,  
DEVELOPMENT AND INNOVATION FUNDING

and

SC .....



## SERVICE PROVISION CONTRACT

No. .... date .....

This Public Service Procurement Contract (hereinafter referred to as the "Contract") has been concluded in accordance with the provisions of:

- Law no. 98/2016 on public procurement, as amended and supplemented (hereinafter referred to as "Law no. 98/2016");
- The methodological rules for the application of the provisions relating to the award of public/sectoral procurement contracts/framework agreements under Law No. 98/2016 on public procurement, approved by Government Decision No. 395/2016 (hereinafter referred to as the "Rules");
- Financing contract No. G2025-17914 / 18.02.2025 for the project "University leadership for knowledge and technology transfer" (LEADERSHIP TT), MySMIS code: 335506;
- as well as any other legal provisions issued in their application

**The Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI)**, address: Str. D.I. Mendeleev no. 21-25, sector 1, postal code 010362, Bucharest, telephone: +4021 3080550, fax: +4021 3115992, e-mail: office@uefiscdi.ro, tax registration code no. 12354176, within the project "**University Leadership for Knowledge and Technology Transfer**" (LEADERSHIP TT), funded by the **Education and Employment Programme (PEO) 2021-2027, MySMIS code: 335506**, with bank accounts with IBAN codes RO70TREZ23G655000564901X and RO86TREZ23G655000564902X opened at the Sector 1 Treasury, represented by Mr Adrian Curaj, General Manager, and for the Economic Director, Ms Lucia Boicenco, as Purchaser, on the one hand

and

....., with headquarters in ....., with tax code ....., registered with the Trade Register ....., bank account no. ....., opened at ....., represented by ..... – position ....., as Service Provider, on the other hand

have agreed to conclude this service contract for vocational training services following the application of the award procedure Own procedure – Annex 2 to Law 98/2016, in accordance with invitation to tender no. .... published on the website ..... on ....., CPV code 80530000-8 — Vocational training services

## 2. Definitions

2.1. - In this contract, the following terms shall be interpreted as follows:

- a. **contract** - this contract and all its annexes;
- b. **purchaser and provider** - the contracting parties as named in the contract;
- c. **contract price** - the price payable to the provider by the purchaser, under the contract, for the full and proper performance of all obligations assumed under the contract;
- d. **services** - the activities whose provision is the subject of the contract;
- e. **destination** - the location(s) where the provider is obliged to provide the services;
- f. **standards** - the standards, technical regulations or similar established in accordance with the technical requirements and legal regulations in force;
- g. **force majeure** - any external, unforeseeable and unavoidable event, the occurrence of which is not caused by the fault or mistake of the parties, which prevents, in whole or in part, the performance of the contractual obligations incumbent on the parties under this contract and is established by a competent authority; such events include: wars, revolutions, fires, floods or any other natural disasters, restrictions arising from quarantine, embargoes, the list being illustrative and not exhaustive; an event such as those listed above which, without making performance impossible, makes the performance of the obligations of one of the parties extremely costly, shall not be considered force majeure;
- h. **conflict of interest** – **conflict of interest means any situation in which members of the staff of the contracting authority or of a service provider acting on behalf of the contracting authority, who are involved in the conduct of the award procedure or who may influence its outcome, have, directly or indirectly, a financial, economic or other personal interest that could be perceived as compromising their impartiality or independence in the context of the award procedure**
- i. **Acceptance report** – document signed by the Service Provider and the Purchaser, whereby the Purchaser certifies the reality and conformity of the services provided/products delivered with the requirements set out in the Specifications;
- j. **Date of acceptance** – **the date of conclusion** of the acceptance report;
- k. **Contractual penalty** – **compensation established in the contract as payable by one of the contracting parties to the other party in the event of non-fulfilment, improper fulfilment or delayed fulfilment of the obligations under the contract (late payment penalties and/or damages);**
- l. **Non-substantial changes** - circumstances that may lead to the amendment of the contract by addendum, such as:

- any change in contact details, contact persons, bank accounts and banks through which payments are made;
- the rights and obligations of the service provider are taken over by another economic operator as a result of universal succession or universal title in the context of a reorganisation process, under the conditions of the law;
- legislative changes with an impact on the performance/execution of the contract, except for those affecting the contract price;
- objective and justified situations that require the extension of the duration of the financing contract;
- objective and justified situations that require the replacement of an expert of the Service Provider, under the conditions of paragraph 9.8. and Article 162 of Government Decision 395/2016.

**m. Non-compliance (Non-compliances)** - poor quality execution or deficiencies that violate the safety, quality or technical and/or professional requirements provided for in this Contract and/or the applicable Law and/or that make the Results of the services rendered unsuitable for their purposes, as provided for in this Contract and/or the applicable Law, as well as any deviation from the requirements and objectives set out

in the Specifications. **Non-conformities include both apparent and hidden defects in the Services/Results of the Services covered by this Agreement;**

**n. Significant irregularity** - a breach of a contract or legal provision resulting from an action or omission by the Parties, their representatives or employees or third parties, which is likely to constitute a misdemeanour or offence and has caused or could cause a loss to the state budget;

**o. day** - calendar day **unless expressly stated that they are working days;**

**p. year** - 365 days.

### **3. Interpretation**

3.1 All contract documents, as well as all correspondence relating to the Contract between the Purchaser and the Provider, shall be drafted in Romanian and English, and the Contract shall be drafted and interpreted in Romanian and English.

3.2 If a document of the contract or correspondence relating to the Contract is written in a language other than Romanian, its translation into Romanian shall take precedence in any matter relating to interpretation. The party issuing such documents or correspondence shall bear the risk and costs of their authorised translation into Romanian.

3.3 In this contract, unless otherwise specified, words in the singular include the plural and vice versa, where the context so permits.

3.4 The contract constitutes the entire and sole agreement between the Parties regarding the subject matter of the Contract and excludes any other written or verbal communications, negotiations or agreements between the Parties prior to the conclusion of the contract.

3.5 No amendment or other derogation from the Contract shall be effective unless it is in writing, dated, expressly refers to the Contract and is signed by the legal representatives of the Parties.

3.6 If any clause of the Contract is void, cancelled, prohibited by law or unenforceable, this shall not affect the validity and effect of any other clause of the Contract.

3.7 Inaction, delay, tolerance shown by one of the Parties in the implementation of the clauses of the contract or the granting of postponements or facilities to the other party shall not affect or restrict the rights of that party under the contract, and the waiver of a right cannot be presumed in any circumstances.

#### **4. Subject matter of the contract**

The Service Provider undertakes to provide professional training services in the field of technology and knowledge transfer, during the agreed period and in accordance with the obligations assumed under this Contract and the Technical and Financial Offer.

The services must include:

1. The development, provision and updating of study materials on technology transfer and the exploitation of research results, prepared for use in the teaching process;
2. Professional training on technology transfer and the exploitation of research results for experts in the academic environment;
3. Professional training on technology transfer and the exploitation of research results for students (shadowing and demonstration teaching).

#### **5. Contract price and payment terms**

5.1. - The agreed price for the performance of the contract, payable to the provider by the purchaser, is ..... lei excluding VAT, to which VAT in the amount of ..... lei shall be added.  
Total contract price ..... lei including VAT.

5.2. The price agreed for the performance of the contract is that stated by the provider in the financial proposal attached to this contract.

**5.3. The contract price is fixed and adjustable only under the conditions of Article 17, throughout the entire duration of the contract.**

**5.4 Payments** shall be made in ....., by payment order, to the provider's account, based on tax invoices accompanied by the final reports and minutes of quantitative and qualitative acceptance of the services provided, signed by representatives of both parties.

**5.4.** Payment shall be made in stages within a maximum of 30 days from the date of receipt of the invoice issued on the basis of the signing of the service acceptance report by both parties in accordance with the agreed payment schedule.

**5.5.** Payment of accepted invoices shall be made within the limits of the allocated funds and budgetary changes occurring during the contract execution period.

## **6. Duration of the contract**

**6.1.** The duration of this contract is ..... months, starting from the date of its signing by both parties and ending on .....

**6.2. The contract shall not be considered terminated until the parties have fulfilled all their obligations under the contract.**

**6.3. This contract shall cease to have effect on the date on which both contracting parties have fulfilled their obligations under this contract.**

## **7. Performance of the contract**

**7.1.** The provision of the services covered by this contract shall commence on the date of its signing by both parties.

## **8. Contract documents**

**8.1.** The contract documents are:

- the tender documentation, including clarifications thereto and correspondence between the parties;
- the technical proposal and financial proposal, including clarifications during the evaluation period (if applicable);
- the service provision schedule
- the payment schedule - additional documents, if any;
- the minutes of delivery and receipt of the quantity and quality of the services provided/other specific forms and relevant documents.

## **9. Obligations of the service provider**

9.1. The service provider undertakes to provide professional training services in the field of technology and knowledge transfer, in accordance with the standards and/or performance levels set out in the technical proposal attached to the contract.

9.2. The provider undertakes to provide the services referred to in point 9.1. within the agreed deadlines, in accordance with the service schedule presented in the technical proposal, the provisions of the specifications, the financial proposal and the obligations assumed in this contract.

9.3. The provider undertakes to compensate the purchaser against any:

**I.** complaints and legal actions resulting from the infringement of intellectual property rights (patents, names, registered trademarks, etc.) related to the equipment, materials, installations or machinery used for or in connection with the services purchased;

**II.** damages, costs, fees and expenses of any kind, except where such infringement results from compliance with the specifications drawn up by the purchaser;

**III.** financial corrections applied by public institutions with verification powers if the Service Provider has submitted supporting documents for payment that do not correspond to reality.

9.4. The Service Provider shall assume responsibility for providing the services within the time limit specified in the submitted offer, in compliance with all legal provisions, otherwise the purchaser may take measures to penalise the Service Provider.

9.5. The Service Provider is obliged to perform the services provided for in the contract with the professionalism and promptness appropriate to the commitment undertaken and in accordance with its technical proposal.

9.6. The service provider undertakes to supervise the provision of services, to provide the human resources, materials, facilities, equipment and anything else, whether temporary or permanent, required by and for the contract, to the extent that the need to provide them is specified in the contract or can be reasonably inferred from the contract.

9.7. The Service Provider is fully responsible for performing the services in accordance with the agreed service schedule. At the same time, it is responsible for the safety of all operations and service methods used, as well as for the qualification of the personnel used throughout the duration of the contract.

9.8. If it is necessary to replace one of the Service Provider's experts during the contract implementation period, the Service Provider is obliged to notify the Purchaser of this replacement at least 10 calendar days before the proposed replacement date. The notification shall be accompanied by the supporting documents associated with the new expert, as requested in the contract award documentation. The Contractor shall ensure that the newly proposed expert meets all the minimum requirements requested by the Purchaser in the specifications for the replaced

expert, as well as all the additional qualifications and/or experience that were subject to the evaluation of the bids and obtain at least the same score as the proposed staff at the time of applying the evaluation factors, including the conditions and requirements regarding the absence of a conflict of interest. In this case, the Service Provider is obliged to submit the documents requested in the tender documentation for the new expert, either to demonstrate that the established qualification/selection criteria are met or to calculate the score for the evaluation factors.

The Purchaser has the right to reject the new expert proposed by the Contractor, if it finds that he does not meet the minimum requirements set out in the specifications and technical proposal or finds that there is a conflict of interest.

The replacement of the Service Provider's experts shall be effected by an addendum to this contract.

The Service Provider assumes sole responsibility for any delays that may occur in the performance of the contract as a result of the notification of a new expert who does not meet the minimum requirements or is in a conflict of interest. The Service Provider may not request an extension of the contract for these reasons.

9.9. The Supplier undertakes to ensure the availability of information and documents relating to the project during control missions carried out by AMPEO/OI POCU ME or other structures with competences in the control and recovery of debts related to European funds and/or related national public funds, as the case may be.

9.10. The service provider undertakes to comply with the rules on working conditions and occupational health and safety in force at national level throughout the duration of the contract.

9.11. The service provider undertakes to comply with the visual identity specifications contained in the Project Implementation Manual, which sets out in detail the technical requirements for the creation and use of logos, billboards, commemorative plaques, posters, publications, websites, audio-visual materials, etc., in the performance of all contractual activities and in the production/development of deliverables.

9.12. - The Supplier undertakes to notify the Purchaser of any changes regarding the actual beneficiaries within the Supplier's company, communicated prior to the signing of the contract.

## **10. Obligations of the purchaser**

10.1. The Purchaser undertakes to receive, in accordance with the provisions of Article 15, the services actually provided within the agreed term.

10.2. The Purchaser undertakes to pay the price agreed in this contract only for the services actually provided, based on the supporting documents drawn up and submitted by the Service

Provider and only after the services have been received and the acceptance report has been completed.

Payment of the contract price shall be made only after obtaining all prior internal approvals specific to the Purchaser's payment procedures.

10.3. The purchaser undertakes to pay the price of the services to the provider within a maximum of 60 days from the date of receipt of the invoice issued on the basis of the signing of the service acceptance report by both parties.

10.4. The purchaser undertakes to provide the service provider with any facilities and/or information that the latter has requested in the technical proposal and which it considers necessary for the performance of the contract.

## **11. Penalties for culpable failure to fulfil obligations**

11.1 If, through its own fault, the Service Provider fails to perform, on time, in full and in accordance with the specifications, the obligations assumed under the contract, then the Purchaser shall be entitled to deduct, as penalties, an amount equivalent to a percentage of 0.02% per day of delay from the value of the services provided late or not provided until the effective, complete and compliant fulfilment of the obligations.

11.2 If the Purchaser culpably fails to fulfil its obligations within the period specified in Article 5 of this contract, then it shall be obliged to pay, as penalty interest, an amount equivalent to a percentage of 0.02% per day, from the date on which the obligations were to be fulfilled until their actual fulfilment.

11.3 - Failure by either party to fulfil its obligations under this contract shall entitle the aggrieved party to consider the contract terminated by operation of law/to request termination of the contract and to claim damages under the following conditions:

- for exceeding the period of service provision by more than 20 days from the deadlines mentioned in the Specifications and in the Service Provision Schedule.
- if, upon receipt of the services, it is found that the services do not meet the minimum technical criteria mentioned in the Specifications.

11.4 - The purchaser reserves the right to unilaterally terminate the contract, by written notice to the provider, without any compensation, if the latter goes bankrupt, provided that such termination does not prejudice or affect the provider's right to take legal action or claim compensation. In this

case, the service provider shall only be entitled to claim payment for the part of the contract performed up to the date of unilateral termination of the contract.

## **12. Confidentiality of the contract**

12.1. The provider shall respect professional secrecy (including the confidentiality of data, information and documents that come to its knowledge as a result of the performance of the clauses of this contract) during the term of the contract, including any extension thereof, as well as after the termination of the contract. In this regard, unless the Purchaser's prior written consent is obtained, the Service Provider and its staff shall never disclose to any other person or entity any confidential information disclosed to them or of which they have become aware, and shall not make public any information relating to the recommendations received during or as a result of the performance of the services covered by this contract. At the same time, the Service Provider and its staff shall not use the information provided to them or the results of studies, tests, and research carried out during or for the purpose of performing the contract to the detriment of the Purchaser.

12.2. The Service Provider shall ensure, by any means it deems effective (e.g. signing confidentiality agreements), compliance with the provisions of the preceding paragraph by the persons in its management bodies and its own employees or by personnel contracted through a legal instrument other than an employment contract.

12.3. The Service Provider shall be liable for any damage caused to the Purchaser by failure to comply with the provisions of the preceding paragraphs.

12.4. The following are exceptions to the confidential nature of the contract:

- a) Information falling under Law No. 544/2001 on free access to information of public interest, as well as information provided to a public authority or court at their request;
- b) information that is public or becomes public subsequently for reasons not related to the action or omission of the parties;
- c) information that was in the possession of the Service Provider prior to the date of entry into force of this contract.

## **13. Conflict of interest**

13.1. The Service Provider shall take all necessary measures to prevent or stop any situation that could compromise the objective and impartial performance of the Contract. Any conflict of interest arising during the performance of the Contract must be notified in writing to the Purchaser without delay.

13.2. The Purchaser reserves the right to verify that the measures taken are appropriate and may request additional measures if necessary. The Service Provider shall ensure that its Personnel are not in a situation that could give rise to a conflict of interest. Without prejudice to the provisions relating to the Contractor's obligations under this Contract, the Contractor shall immediately replace, without any compensation from the Purchaser, any member of its Personnel who finds themselves in such a situation with another person, without affecting the Contractor's obligations under this Contract.

13.3. The Purchaser, without prejudice to its right to obtain compensation for the damage caused to it as a result of the conflict of interest, may decide to terminate the Contract with full effect and with immediate effect, without the need for any prior formalities or the intervention of any court and/or arbitration tribunal.

13.4. The Service Provider shall comply with the legal provisions in the field of public procurement regarding the avoidance of conflicts of interest. The Service Provider shall not be entitled to engage in or conclude any other agreements regarding the provision of services, directly or indirectly, for the purpose of performing the Contract, with natural or legal persons who were involved in the process of verifying/evaluating the requests for participation/tenders submitted in an award procedure, or employees/former employees of the contracting authority or the procurement service provider involved in the award procedure with which the contracting authority/procurement service provider involved in the award procedure terminated their contractual relations after the award of the public procurement contract, for a period of at least 12 (twelve) months from the conclusion of the contract, under penalty of termination or cancellation of the contract in question.

## **14. Payment methods**

14.1. Payment for the services provided shall be made by payment order to the provider's account, based on the tax invoice issued by the provider and accepted by the purchaser in accordance with the provisions of Article 5 of this contract.

## **15. Acceptance and checks**

15.1. The purchaser has the right to verify the manner in which the services are provided in order to establish their compliance with the provisions of the technical proposal and the specifications.

15.2. Verifications shall be carried out in accordance with the provisions of this contract. The purchaser shall be obliged to notify the provider in writing of the identity of its representatives authorised for this purpose.

## **16. Commencement, completion, delays, suspension**

16.1. The service provider is required to commence the provision of services within a maximum of one working day of receiving the order to commence the contract.

16.2. (1) The services provided under the contract or, where applicable, any phase thereof scheduled to be completed within a period specified in the service schedule must be completed within the period agreed by the parties, which shall be calculated from the date of commencement of the services.

(2) If:

- i. any reasons for delay, not attributable to the provider, or
- ii. other unusual circumstances, likely to occur other than through a breach of contract by the provider, entitle the provider to request an extension of the period of service provision or any phase thereof, then the parties shall review, by mutual agreement, the period of service provision and sign an addendum.

16.3. If, during the performance of the contract, the service provider fails to comply with the service schedule, it shall be obliged to notify the purchaser thereof in a timely manner. Any change to the date/periods of service assumed in the service schedule shall be made with the agreement of the parties, by means of an addendum.

16.4. Unless the purchaser agrees to an extension of the execution period, any delay in the performance of the contract shall entitle the purchaser to claim penalties from the provider.

## **17. Modification, termination and unilateral termination of the contract:**

17.1. The contract shall be amended by means of an addendum, with the agreement of the parties.

17.2. During the performance of the contract, under the conditions of Article 221 of Law No. 98/2016 on public procurement, as amended and supplemented, and Article 164(4) of the Rules approved by Government Decision No. 395/2016, as amended and supplemented, the price may only be adjusted in the event of legislative changes or if local authorities have issued administrative acts establishing, modifying or waiving certain local taxes/duties, the effect of which is reflected in an increase/decrease in the costs on which the contract price was based.

17.3. The proposal to amend the public procurement contract under the conditions of Article 221 of Law No. 98/2016 shall be sent to the other party at least 10 days before the proposed date of entry into force of the addendum.

17.4. This contract shall terminate in the following situations:

- a) upon expiry of the term for which it was concluded;

- b) by written agreement between the parties;
- c) in the event of dissolution, liquidation or bankruptcy of either party;
- d) the purchaser reserves the right to unilaterally terminate the contract by written notice to the provider 5 days prior to the date on which it wishes to terminate the contract, without any compensation. In this case, the provider is entitled to claim only the payment corresponding to the part of the contract fulfilled until the date of unilateral termination of the contract.

17.5. The termination of the contract shall take effect by operation of law, without the need to give notice to the service provider, without the approval of any court of law and without the need to fulfil any prior formalities, and shall be communicated in writing by registered letter with acknowledgement of receipt, if:

- a) the provider fails to fulfil and comply with the obligations and terms set out in this contract.
- b) after signing the contract, the provider assigns its rights under this contract or subcontracts without the prior consent of the purchaser;
- c) a final and irrevocable court decision has been issued against the service provider regarding fraud, corruption, involvement in a criminal organisation or any other illegal activity;

## **18. Assignment**

18.1. The service provider is obliged not to transfer all or part of its obligations under the contract.

18.2. The service provider may assign its right to collect payment for the services provided under the conditions set out in the Civil Code.

18.3. Payment requests to third parties may only be honoured after a transfer has been made under the conditions of Article 18.2.

## **19. Subcontractors (if applicable)**

19.1 The service provider is fully liable to the beneficiary for the manner in which it or its subcontractors perform the contract.

19.2 Contracts concluded by the service provider with the nominated subcontractors must comply with the same conditions under which the service provider signed the contract with the beneficiary.

19.3 The beneficiary shall make payments corresponding to the part(s) of the contract performed by the nominated subcontractors for the services provided to the beneficiary under the contract between the provider and the subcontractor, if the proposed subcontractors have expressed their option in this regard in the subcontracting contracts concluded with the provider.

19.4 The provider may replace any subcontractor under the conditions of Art. 151 et seq. of the Rules. The change of subcontractor shall not alter the contract price and shall only be made after notification of the beneficiary and receipt of its approval.

19.5 (1) The beneficiary shall give its agreement to the change of subcontractor within 5 (five) days of the date of receipt of the notification referred to in Article 19.4.

(2) The beneficiary shall communicate to the provider the reasons for its decision in the event of rejection of the approval.

## **20. Association of economic operators (if applicable)**

20.1 Each member of the association shall be individually and jointly liable to the beneficiary, being considered to have joint and several obligations for the performance of the contract.

20.2 The members of the association understand and confirm that the leader established by the association agreement is designated by the association to act on its behalf and is authorised to commit the association under the contract.

20.3 The members of the association understand and confirm that the leader of the association is authorised to receive instructions from the beneficiary and to receive payment for and on behalf of the persons constituting the association.

20.4 The provisions of the association agreement are not enforceable against the beneficiary.

## **21. Force majeure**

21.1. Force majeure shall be determined by a competent authority.

21.2. Force majeure shall exempt the contracting parties from fulfilling their obligations under this contract for the entire period during which it is in effect.

21.3. The performance of the contract shall be suspended during the period of force majeure, but without prejudice to the rights to which the parties were entitled prior to its occurrence.

21.4. The contracting party invoking force majeure shall be obliged to notify the other party immediately and in full of its occurrence and to take all measures at its disposal to limit the consequences.

21.5. If the force majeure event lasts or is expected to last for more than 6 months, each party shall have the right to notify the other party of the termination of this contract, without either party being entitled to claim damages from the other.

## **Art. 22 Intellectual property**

22.1. Any reports and data such as maps, diagrams, sketches, instructions, plans, statistics, calculations, databases, source codes developed within the project, any other supporting elements and records or materials purchased, compiled or developed by the Contractor or its employees or

contractors in the performance of this contract shall become, upon fulfilment of the Purchaser's obligations, the exclusive property of the Purchaser.

22.2. The Contractor shall submit all these documents and data to the Purchaser. The Contractor shall not keep copies of these documents or data and shall not use them for purposes unrelated to this contract without the prior written consent of the Purchaser.

22.3. Any results or rights, including copyrights or other intellectual or industrial property rights, acquired in the performance of the contract shall become the exclusive property of the Purchaser, who may use, publish, assign or transfer them as it deems appropriate, without geographical or other limitations, except in cases where such intellectual or industrial property rights already exist.

22.4. The transfer of copyrights by the Service Provider to the Purchaser with regard to any result of this contract is exclusive, total, unlimited in terms of territory and time, final and includes all the rights provided for in Articles 13 and 73 of Law 8/1996, in all their forms.

22.5. The Provider undertakes to indemnify the Purchaser against any:

a) claims and legal actions resulting from the infringement of intellectual property rights (patents, names, registered trademarks, etc.) related to the equipment and materials used for or in connection with the purchased services,

b) damages, costs, fees and expenses of any kind, except where these are caused by a breach (of legal or contractual provisions) resulting from compliance with the Specifications,

c) complaints and legal actions resulting from the infringement of intellectual property rights, brought by employees of the Service Provider, under the conditions of Article 44 of Law 8/1996, regarding original works of intellectual creation in any field, which are the subject of this contract.

### **23. Processing of personal data**

23.1. The collection, processing and storage/archiving of personal data shall be carried out in accordance with the provisions of Regulation No. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), for the purpose of achieving the objective of the contract.

23.2. The contracting parties shall take appropriate technical and organisational measures, in accordance with their institutional powers and competences, to ensure an adequate level of security of personal data, whether it is processed, reprocessed or transferred to third parties or published on internal or external public sources.

23.3. The contracting parties shall inform and notify each other of any breach of the security of the processing of personal data under this contract, with a view to taking the necessary technical



and organisational measures as a matter of urgency and notifying the National Supervisory Authority for Personal Data Processing (ANSPCDPC), in accordance with the obligations arising from the provisions of Regulation (EU) 679/2016.

**24. Dispute resolution**

24.1. The purchaser and the provider shall make every effort to resolve amicably, through direct negotiations, any misunderstanding or dispute that may arise between them in the context of or in connection with the performance of the contract.

24.2. If, after 15 days from the start of these negotiations, the purchaser and the provider fail to resolve a contractual dispute amicably, either party may request that the dispute be settled by the courts of Romania.

**25. Language governing the contract**

The language governing the contract is Romanian.

**26. Communications**

26.1. Any communication between the parties relating to the performance of this contract must be in writing.

26.2. Any written document must be registered both at the time of transmission and at the time of receipt.

26.3. Communications between the parties may also be made by e-mail, telephone or fax, provided that receipt of the communication is confirmed in writing.

**27. Law applicable to the contract**

The contract shall be interpreted in accordance with the laws of Romania.

The parties have agreed to conclude this contract today, ....., in two copies, one for each party.

**PURCHASER,**

**SERVICE PROVIDER,**

**Executive Agency for**

.....

**Higher Education, Research,**

**Development and Innovation Funding**

Registration No.: ...../ .....





APPROVED,  
Director General UEFISCDI  
Adrian CURAJ

### MODEL SERVICE RECEIPT REPORT

The services ..... covered by this service acceptance report were provided under Service Agreement No. ...., concluded between UEFISCDI, as Beneficiary, and SC ....., as Service Provider.

The acceptance committee set up on the basis of Decision No. .... dated ....., of the Director of UEFISCDI, proceeded today ..... the acceptance of the services covered by the above-mentioned service contract, with a value of ..... lei, plus ..... lei representing VAT, and was composed of:

1. .... – Chairman
2. .... – Member
3. .... – Member

The service acceptance was attended on behalf of the Service Provider by ..... in his capacity as General Manager of SC .....

The acceptance committee finds and records that the services covered by the contract were provided by the Service Provider in compliance with the requirements, specifications, quantities and within the requested time frame.

The acceptance committee also notes that the Service Provider has fulfilled its obligations under the contract.

The total value of the services provided is ..... lei, plus ..... lei representing VAT, and corresponds to the provisions of the service contract concluded between the parties.

This report, consisting of one page, was concluded today, ....., at the headquarters of UEFISCDI, in two copies, one for each party.

BENEFICIARY: UEFISCDI

Reception Committee:

1. .... – President
2. .... – Member
3. .... – Member

PROVIDER: SC .....

Legal representative,  
.....

Signature and stamp:

