

**Bidding Documents  
for  
Hire of Passenger Cars without Driver (HPC)**

**Section A**

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## PART A - BIDDING INFORMATION

### Section A.1 Instructions to Bidders

#### 1. General Remarks

- 1.1. The services that are subject of this procurement procedure are not divided into lots.
- 1.2. Throughout these Bidding Documents:
- a) the term “in writing” means communicated in written form and delivered against receipt;
  - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
  - c) “day” means calendar day, except where the context specifies expressly otherwise.
  - d) the concept of “conflict of interest” shall be understood as follows: any situation where the staff members of the EMEPRL or staff members of a Procurement Ancillary Services Provider acting on behalf of the EMEPRL which, in this case is Integrate Investment and who are involved in the procedure or who may influence its outcome have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. The situations which might generate conflicts of interest include those listed under art 73 of Law 99/2016 but not limited to.

#### 2. Bidding Timetable

Description	Date	Time*
Contract notice date	April 5, 2018	-
Deadline for request for clarifications from EMEPRL	April 11, 2018	17.00
Last date on which clarifications are issued by EMEPRL	April 12, 2018	-
Deadline for submission of bids	April 16, 2018	14.00
Bids opening session (in camera)	April 16, 2018	15.00
Notification of contract award to the successful Bidder (provisional date)	May 25, 2018	-
Contract signature (provisional date)	May 31, 2018	-

Note: \* All times are in the time zone of Romania

### **3. Eligible Bidders**

- 3.1. This bidding exercise is open on equal terms to all Bidders, natural and legal persons, or association of natural and/ or legal persons, lawfully established.
- 3.2. Bidders must bid for the whole of the contract subject required by the Bidding Documents. Bids will not be accepted for incomplete contract subject.
- 3.3. Association of natural and/or legal persons may submit a joint Bid on the conditions that all persons participating in the Association fulfil the requirement of lawful establishment in their countries and an Association Agreement is signed by all members, appointing one of them as Leader.
- 3.4. Associations are not obliged to take a specific legal form in order to submit their Bids. If the selected Supplier is an Association, then such Association shall not be obliged to take a specific legal form before the Contract is signed.
- 3.5. Bidders may use Sub-Contractors, whom they are obliged to name in the Technical Proposal, also mentioning the part of the Contract Scope they shall undertake.
- 3.6. EMEPRL reserves the right to verify all information submitted with the Bid.

### **4. Obtaining the Bidding Documents**

- 4.1. As specified in the contract notice, the economic operators may collect the Bidding Documents from the Section “Procurement” at the following dedicated website:  
*website:* [www.in-in.ro](http://www.in-in.ro)
- 4.2. EMEPRL is not responsible for the completeness of the Bidding Documents and related Addenda, if they were not obtained directly from the source above indicated.
- 4.3. The Bidder is expected to examine carefully and comply with all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 4.4. In submitting a bid, the Bidder accepts in full and without restriction the conditions governing this Bidding Procedure as the sole basis of this Bidding Procedure, whatever his own conditions of sale may be, which hereby waives. Any reserve included in the Bid, shall lead to the bid rejection.

- 4.5. Bidders bear sole liability for examining with appropriate care the Bidding Documents, including any modification to the Bidding Documents issued during the Bidding period, and for obtaining all necessary information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the bid or the execution of the contract.
- 4.6. In addition, by submitting their bids, Bidders are deemed to know all relevant laws, acts and regulations of Romania that may in any way affect or govern the operations and activities covered by the bidding procedure and the resulting contract/agreement.

## **5. Clarification of Bidding Documents**

- 5.1. EMEPRL deems that the Bidding Documents provide sufficient details and information for the Bidders, by describing:
- a) the contract subject in sufficient detail for allowing identification of location, nature, and complexity;
  - b) at least the estimated quantities of major components of the contract;
  - c) expected contract implementation period;
- 5.2. Based on above aspects, EMEPRL deems that Bidders should be able to decide:
- a) whether or not to compete for that contract;
  - b) whether it will need to use Sub-Contractors for specific parts of the contract;
  - c) whether it will participate as Bidder on its own or as a member of an association
- 5.3. Notwithstanding the above statements, should a Bidder require any clarification related to the Bidding Documents, the respective Bidder may contact EMEPRL in writing at the following address:

*Attention: Maria Kantor*

*Email: [maria.kantor@exxonmobil.com](mailto:maria.kantor@exxonmobil.com)*

*Address: 169 A, Calea Floreasca, Corp B, Et. 8, room no. 801*

*City: Bucharest, ROMANIA*

*Postal Code: 014459*

*Telephone: +4031 8607200*

*Fax number: +4021 3357510*

The sole EMEPRL contact during the bidding process is to the contact person stated above and under no circumstances should contact be made directly with other EMEPRL personnel. EMEPRL shall not be liable for subsequent claims resulting from failure to follow this procedure.

- 5.4. EMEPRL will collect all the requests for clarifications received as indicated above at the above-mentioned coordinates, and will respond in writing to all these requests for clarification, as indicated above. Any requests for clarifications received after the mentioned deadline will not be considered. EMEPRL shall communicate its responses to all potential Bidders using the section “Procurement” at the web address above indicated, including a description of the inquiry but without identifying its source.

## **6. Amendment of Bidding Documents**

- 6.1. At any time prior to the deadline for submission of bids, EMEPRL may amend the Bidding Documents by issuing addenda.
- 6.2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from EMEPRL, using the above identified web address.
- 6.3. To give Bidders reasonable time in which to take an addendum into account in preparing their bids, EMEPRL may extend the deadline for the submission of bids, if so required by amendment.

## **7. Cost of Bidding**

- 7.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid and EMEPRL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 7.2. EMEPRL shall have ownership of all the Bids submitted in the present bidding procedure and the Bidders are not entitled to the return of their Bids by EMEPRL.

## **8. Labour Law**

- 8.1. Particular attention is drawn to the conditions concerning the employment of labour in Romania and the obligation of successful Bidder that will become the Supplier, to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

## **9. Language of Bid**

- 9.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and EMEPRL, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language,

provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **10. Documents to be Included in the Bid**

- 10.1. The Bid shall comprise the following forms as per Part D – Bid Submission Forms:
- a) Bidding Letter – Form D.1;
  - b) Written confirmation authorizing the signatory of the Bid to commit the economic operator in the procedure;
  - c) Technical Proposal – Form D.6;
  - d) Financial Proposal – Form D.7;
  - e) an initialled (signed & stamped) copy of Contract / Agreement Form, indicating the Bidder read, understood and fully accepted them.
- 10.2. All Documents shall be prepared using the relevant forms furnished in Part D, Bid Submission Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted.

## **11. Alternative Bids**

- 11.1. Alternative bids will not be considered.

## **12. Bid Prices**

- 12.1. The prices quoted by the Bidder in the Bidding Letter and in the Financial Proposal shall conform to the requirements specified below:
- a) The Bid price must cover the whole of the contract as described in the Bidding Documents.
  - b) The Bidders shall fill in rates and prices for all items/activities. Items against which no rate or price is entered by the Bidders, shall be deemed to be covered by the rates and prices for other items/activities and shall not be paid for by EMEPRL during contract/agreement performance.
  - c) The price to be quoted in the Bidding Letter shall be the total price of the Bid including the discount – if any.
  - d) The rates and prices quoted by the Bidder are not subject to adjustment during the performance of the Contract/Agreement in accordance with the provisions of the Conditions of Contract/Agreement.
- 12.2. Should the Bidder decide to offer a discount, such discount shall be in the form of a



percentage to be applied to all unit rates/ prices, respectively included in the total Bid Price.

- 12.3. All duties, taxes, and other levies payable by the Bidder in connection with the Contract shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

### **13. Currencies of Bid**

- 13.1. The currency of the bid shall be USD.
- 13.2. All sums in the breakdown of the overall (bid) price and other documents must be expressed in USD as currency.

### **14. Documents Comprised in the Technical Proposal**

- 14.1. The Bidder shall submit a Technical Proposal as indicated in the Part D – Bid Submission Forms, with sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the requirements as laid down in the Bidding Document.

### **15. Additional Information to be Obtained from Public Institutions**

- 15.1. Additional information concerning taxation, environment protection, health and safety, etc. as per legal provisions in Romania that must be observed during contract/agreement performance, may be obtained by the Bidders from the following public institutions:

#### **Ministry of Public Finances**

17, Apolodor Street, Sector 5, Bucharest, Romania

E\_mail: [publicinfo@mfinante.gov.ro](mailto:publicinfo@mfinante.gov.ro)

Tel: +4021 3199683 / 3199759 - 2264

Fax: +4021 3199735

#### **Ministry of Environment, Romania**

12, Liberty Blvd. Sector 5, Bucharest, Romania

E\_mail: [srp@mmediu.ro](mailto:srp@mmediu.ro)

Tel: 004 021 408 9500

#### **Ministry of Labor and Social Justice, Romania**

2-4, Dem. I. Dobrescu Street, Sector 1, Bucharest, Romania

E\_mail: [relatiicupublicul@mmuncii.gov.ro](mailto:relatiicupublicul@mmuncii.gov.ro)

Tel: 004 021 315 8556(c)/int. 744, telverde: 0 800 86 86 22

## **16. Documents Comprised in the Financial Proposal**

- 16.1. The Financial Proposal shall contain, duly completed, the Form included.
- 16.2. In every case of a product or service or fee for which entry of a price in the Financial Proposal Form has been omitted, it shall be deemed that the corresponding price is included in the other prices of the Form and the Services Provider shall not be entitled to seek remuneration for these services.
- 16.3. In the case of an accounting discrepancy between the unit rate and the total price, the unit rate shall prevail.
- 16.4. The rates and the total price of the proposal shall be denominated in the currency specified in “Currencies of Bid”. Prices shall be quoted exclusive of VAT.
- 16.5. In completing the Financial Proposal Form, the Bidder must take into account the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.
- 16.6. The prices offered must be inclusive of the duties and taxes payable, and of any contributions levied on imported products. The proposed prices shall be deemed final and shall not be affected by any variations of the aforementioned taxes, duties and/or contributions.
- 16.7. The Bid shall be rejected as inadmissible if (i) the Financial Proposal is submitted in a different format than the one specified herein, or (ii) if the proposed price does not result clearly from the Financial Proposal.

## **17. Confidentiality**

- 17.1. Bidders may specify in their technical proposals the information they consider to be confidential and which cannot be disclosed to third parties, and if so the case, stating the reasons.

## **18. Period of Validity of Bids**

- 18.1. Bids shall remain valid for a period of **60** days after the bid submission deadline date. A bid valid for a shorter period shall be rejected by EMEPRL.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, EMEPRL may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder granting the extension shall not be required or permitted to modify its bid.

## **19. Format and Signing of Bid**

- 19.1. The Bidder shall prepare one original of the documents comprising the bid as described in Art. “Documents to be Included in the Bids” in the language stated under Art. “Language of the Bid” and clearly mark it “ORIGINAL”. In addition, the Bidder shall submit 1 copy of the bid and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2. Bids shall be bound in lever arch folders, or other binding systems for avoiding documents being lost or mixed, with all pages numbered.
- 19.3. Bids shall be organised on different sections addressing each cluster of requirements in the Bidding Document, and shall include a Content Page indicating these sections and respective pages number, for allowing their rapid identification.
- 19.4. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Authorisation to represent the Bidder shall be proven by submitting a relevant excerpt from the Articles of Incorporation of the company and, if the case, a copy of the power of attorney issued in favour of the signatory. EMEPRL reserves the right to request any additional documents/information regarding the signatory’s power to represent the Bidder, as it deems appropriate in its sole discretion. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, where entries or amendments have been made, shall be signed or initialled by the person signing the bid.
- 19.5. A bid submitted by an association shall comply with the following requirements:
  - a) a partner must be appointed as lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the partners of the association.
  - b) a legally binding on all partners agreement stating that all partners assume joint and several liability for the performance of the Contract/Agreement, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively, and that the lead partner is responsible for the Contract/Agreement performance, including payments.
  - c) all partners in the association are bound to remain in the association for the whole performance period of the Contract/Agreement.
- 19.6. If any abbreviations are used anywhere in the Bid to denote technical or other concepts, the Bidder shall provide their explanations in an accompanying table.

19.7. A Bid using any other formats shall not be acceptable and such Bid shall be rejected as inadmissible.

19.8. Erasures or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## **20. Sealing and Marking of Bids**

20.1. The Bids are to be sent by registered mail with acknowledgement of receipt, or delivered by hand against a receipt signed by the contact person/s named in Art. "Deadline for Submission of Bids".

20.2. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3. The outer envelope shall:

- a) bear the name and address of the Bidder;
- b) be addressed to EMEPRL, as instructed in this Bidding Documents
- c) bear the specific identification of this bidding process and
- d) bear a warning "Not to be opened before the Bid opening session" April 16, 2018 - 15.00 hours and "A nu se deschide inainte de sedinta de deschidere a ofertelor" 16 Aprilie 2018 – ora 15.00

20.4. EMEPRL assumes no responsibility for the misplacement or premature opening of the bid, in case envelopes are not sealed and marked as required.

## **21. Deadline for Submission of Bids**

21.1. For bids submission purposes, bids must be received by EMEPRL at the address:

*Attention: Maria KANTOR*

*Address: 169 A, Calea Floreasca, Corp B, Et. 8, room no. 801*

*City: Bucharest, ROMANIA*

*Postal Code: 014459,*

and no later than

Date: April 16, 2018

Time: 14.00

- 21.2. Bidders do not have the option of submitting their bids electronically.
- 21.3. EMEPRL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Art. “Amendments of Bidding Documents”, in which case all rights and obligations of EMEPRL and Bidders previously subject to the initial/original deadline shall thereafter be subject to the deadline as extended.

## **22. Late Bids**

- 22.1. EMEPRL shall not consider any bid arrived after the deadline for submission of bids, in accordance with Art. “Deadline for Submission of Bids”. Any bid received by EMEPRL after the deadline for submission of bids shall be declared late, rejected during the Bid Opening Session, and returned unopened to the Bidder. No liability will be accepted by EMEPRL for late delivery of bids.

## **23. Withdrawal, Substitution, and Modification of Bids**

- 23.1. Bidders may modify, withdraw or substitute their bids by written notification prior to the deadline for submission of bids.
- 23.2. A Bidder may withdraw, substitute, or modify its bid after it has been submitted, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with Art “Format and Signing of Bids”, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice.
- 23.3. All written notices must be:
- a) prepared and submitted in accordance with Art. “Format and Signing of Bids” and Art. “Sealing and Marking of Bids” (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, “MODIFICATION;” and
  - b) received by EMEPRL prior to the deadline prescribed for submission of bids, in accordance with Art. “Deadline for Submission of Bids”.
- 23.4. Bids requested to be withdrawn shall be returned unopened to the Bidders.
- 23.5. No bid may be substituted or modified after the deadline for submission of bids.

## **24. Bids Opening**

- 24.1. EMEPRL shall open the bids ‘in camera’, in the presence of the Evaluation

Committee members only.

- 24.2. The Bids will be open by the Evaluation Committee appointed for the purpose of bid evaluation.

## **25. Evaluation and Comparison of Bids**

### **25.1. Clarification of Bids**

- a) To assist in the examination, evaluation, and comparison of the bids, EMEPRL may ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by EMEPRL shall not be considered. EMEPRL's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors found during bids evaluation process.
- b) If a Bidder does not provide clarifications of its bid by the date and time set in the EMEPRL's request for clarification, its bid may be rejected.

### **25.2. Determination of Admissibility of Bids**

EMEPR's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Art. "Documents to be Included in the Bid".

An admissible bid is one that meets the requirements of the Bidding Document without material deviation, nonconformity, or omission. A material deviation, nonconformity, or omission is one that,

- a. if accepted, would:
    - (i) affect in any substantial way the scope, quality, or Contract/Agreement performance; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, EMEPRL's rights or Bidder's obligations under the proposed Contract/Agreement; or
  - b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 25.3. If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by EMEPRL and may not subsequently be made responsive by correction of the material deviation, non-conformity or omission.
- 25.4. EMEPRL shall examine the technical aspects of the bid submitted in accordance with "Technical Proposal", in particular, to confirm that all requirements of Part B "Terms of Reference" have been met without any material deviation, nonconformity or omission.

25.5. Provided that a bid is substantially responsive, EMEPRL may waive any reservation in the bid that does not constitute a material deviation, nonconformity or omission.

25.6. Provided that a bid is substantially responsive, EMEPRL may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to clarify various issues in the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

25.7. During the Technical Evaluation, should the Evaluation Committee consider it necessary, Bidders, may be invited at an interview for a presentation of their Technical Proposal for providing the necessary information, in a documented form consisting of written detailing, Power Point presentation, etc. as applicable, but allowing in any case, a printed (hard copy) version to be attached to the Evaluation Report that the Evaluation Committee shall subsequently draft.

To that extent, Bidders shall be notified in due time, 3 days prior to envisaged interview date, being indicated the information they have to provide/ present. Should the Bidders be prevented from attending the interview, an alternative date shall be mutually agreed. Should the Bidders subsequently fail attending the interview, EMEPRL may consider it as a sufficient ground for rejection.

25.8. For the purposes of the financial assessment, EMEPRL shall check the contents of the Financial Proposal, to determine the degree to which they meet the requirements of the Bidding Documents. Bids not meeting such requirements shall be rejected.

#### 25.9. Correction of Arithmetical Errors

Provided the bid is substantially responsive, EMEPRL shall correct arithmetical errors on the following basis:

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of EMEPRL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

#### 25.10. Confidentiality

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

Any attempt by a Bidder to approach any member of the Evaluation Committee/EMEPRL directly during the evaluation period will be considered legitimate grounds for disqualifying his bid.

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact EMEPRL on any matter related to the bidding process, it may do so in writing using the coordinates communicated within this Bidding Documents.

If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request in writing to EMEPRL that will provide written explanation. Any request for explanation from one Bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

## **26. EMEPRL 's Right to Accept Any Bid, and to Reject Any or All Bids**

- 26.1. By submitting the bids Bidders are presumed to expressly accept to limit EMEPRL's liability to the greatest extent permitted by the Law.
- 26.2. EMEPRL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award. In no circumstances will EMEPRL be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of bidding procedure, even if EMEPR has been advised of the possibility of damages.
- 26.3. EMEPRL reserves the right to initiate a new invitation to bid.
- 26.4. EMEPRL reserves the right to conclude the Contract/Agreement with the successful Bidder within the limits of the budget that may be made available.
- 26.5. In the event of bidding procedure cancellation, Bidders will be notified by EMEPRL immediately.

## **27. Health, Safety and Environment**

- 27.1. EMEPRL places a considerable emphasis on the Services Provider operating in an experienced and responsible manner within an established health, safety and environment system. The Service Provider shall be expected to take all necessary precautions to achieve the safe performance of the services as regards to property, personnel, plant and equipment and the environment in general.



## **28. Business Practices**

- 28.1. EMEPRL wishes to make clear its intentions for its business dealings to be characterised by honesty and freedom from deception and fraud and finds unacceptable any unethical behaviour.
- 28.2. Bidders shall take all necessary steps to ensure the bidding process remains intact and free from any form of illegal or corruptive practice.
- 28.3. If Bidders are offered or come across information suggesting the procurement process may be corrupted, they shall not make use of any such information and immediately notify EMEPRL's Procurement Manager. In the event of such circumstances, EMEPRL shall treat that information with utmost confidentiality, but reserves however the right to use that information to mitigate threats of illegal information brokering.

## **29. Business Ethics**

- 29.1. Bidders are required to meet or exceed EMEPRL's standards for business ethics. Bidders will be required to observe appropriate business standards, procedures, and controls with the objective of avoiding any adverse impact on the interests of EMEPRL, its co-venture, or any of its affiliates in Bidder's participation in the procurement process.

## **30. Illegal Information Brokering**

- 30.1. EMEPRL and Bidder are aware of a practice (known as "Illegal Information Brokering") where consultants, persons, or entities approach Contractors, Subcontractors, or other suppliers/services providers and offer confidential information or illicit influence in order to obtain business through corruption of the competitive bidding processes. Bidders recognizes that the practice of Illegal Information Brokering or any other corruption of the contracting process is not permitted by the EMEPRL, and Bidder warrants and represents that it has not and will not utilize Illegal Information Brokering in connection with its participation in the bids submission process. Bidder agrees that if an Illegal Information Broker approaches Bidder concerning this bidding process or any related business interest of EMEPRL, Bidder will immediately notify EMEPRL's management. EMEPRL undertakes that such notice and related information provided by Bidder will be treated with the utmost discretion. EMEPRL also undertakes that it will handle this bidding process with appropriate security measures in order to prevent any supplier/services provider, other tenderer, or Subcontractor from gaining an unfair advantage subsequent to such notice.

## **31. Export Control**

31.1. Bidder acknowledges that the information, technology, software, services, or commodities (collectively, "Items") provided by EMEPRL or its affiliates in connection with this bidding process may be subject to Law or regulations restricting their export, re-export, transfer, or release to certain governments, legal entities or individuals, and/or to certain destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control). Bidder shall comply with all applicable U.S. government requirements, including but not limited to, the following:

- 1) Export and re-export controls expressed in the U.S. Export Administration Regulations;
- 2) Prohibitions on transactions with or transfers to the governments of, parties located in or operated from, or nationals of countries subject to comprehensive U.S. economic sanctions;
- 3) Prohibitions on transactions with or transfers to entities or individuals identified on the U.S. government's List of Specially Designated Nationals and Blocked Persons (Treasury Department) and Denied Persons List and Entity List (Commerce Department) regarding the Items.

## **32. Government Negotiations**

32.1. Bidders shall advise EMEPRL prior to entering into negotiation with any government authority or agency relating to Bidders' participation in this procurement process or other activity related specifically to the Contract scope (if so the case).

## **33. Notification of Award**

33.1. Prior to the expiration of the period of bid validity and immediately after finalization of evaluation, EMEPRL shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, EMEPRL shall also notify all other Bidders of the results of the bidding.

33.2. Until a formal Contract/Agreement is prepared and executed, the notification of award, together with submitted Bidding Letter shall constitute a binding Contract for the Bidder.

33.3. The notification of the successful Bidder may have in addition an invitation to clarify certain contractual issues raised therein, to which the Bidder must prepare himself to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful Bid. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the Contract/Agreement as specific provisions of the Contract/Agreement.

### **34. Signing of Contract/Agreement**

- 34.1. Only the signed contract will constitute an official commitment on the part of EMEPRL, and activities may not begin until the contract/agreement has been signed by EMEPRL and the successful Bidder.
- 34.2. Subject of EMEPRL's needs and in connection with the content of the Technical and Financial Proposal presented by the winning Bidder, EMEPRL and the Winning Bidder may decide on additional and/or improved contract provisions with the aim to reflect the actual conditions of contract performance.

### **35. Appeals**

- 35.1. Bidders believing they have been harmed by an error or irregularity during the award process may petition EMEPRL, according to provisions of Romanian legislation.



## Section A.2 Selection and Evaluation Process: Requirements and Assessment

This Section shows criteria and requirements that EMEPRL shall use for evaluation.

### A.2.1. Qualification and Selection: Technical and Professional Capabilities – Requirements and Assessment

Technical and Professional Capabilities			Requirements				Supporting Documents
No	Description	Minimum Requirement	Single Economic Operator	Association of economic operators			Submission Requirements
				All partners combined	Each partner	One partner	
1.	Quality Management System	SR EN ISO 9001: 2015, or equivalent, implemented and maintained	Must meet requirement	Must meet requirement	N/A	N/A	Copy of certificate or any other proof
2	Specific Experience	Participation as Services Provider, sub-Services Provider in at least one contract within the last 3 years, with a value of at least USD 200,000, that have been successfully and substantially completed and that is similar to the proposed contract.	Must meet requirement	Must meet requirement	N/A	N/A	Form D.5 – Similar Experience

### A.2.2. Qualification and Selection: Financial and Economic Capabilities – Requirements and Assessment

Financial and Economic Standing			Requirements				Supporting Documents
No	Description	Minimum Requirement	Single Economic Operator	Association of economic operators			Submission Requirements
				All partners combined	Each partner	One partner	
1	Average annual specific turnover	a) Minimum average annual general turnover for the last 3 fiscal years: USD 400,000	Must meet requirements	Must meet requirements	N/A	N/A	Form D.3 – Average Annual Specific Turnover

### A.2.3 Award Criterion

For bids found admissible are subject of award criterion application, in the form of Best price/quality ratio consisting of

1. **Price**
2. **Degree of availability/response time to request for replacement of a vehicle in a specified location (for the purpose of applying the award criterion the referenced area is Bucharest)**

Points for the component **PRICE** with a value of 80 points from the total of 100 points and a weighting of 80% in the total of the award criteria are granted as follow:

- a) For the admissible Offer with the lowest price – 100 points
- b) The rest of the admissible Offers the points are calculated using the following formulae:

$P_{price(n)} = \text{Price (min)} / \text{Price (n)} \times 100$ , where:

$P_{price(n)}$ : the points received by the evaluated admissible Offer

Price (min) the lowest price of an admissible Offer

Price (n) the price of the evaluated admissible Offer

The total score for the component PRICE is calculated as follows:

$P_{price(n)} \times 80\%$ , where:

$P_{price(n)}$ : the points received by the evaluated admissible Offer

80%: the weighting of the evaluation factor PRICE in the total score

**For “Degree of availability/response time to request for replacement of a vehicle in a specified location “**

For the benefit of “Degree of availability/response time to request for replacement of a vehicle in a specified location ”, with a value of 20 points out of the total of 100 points and with a weight of 20% of the total benefits, the points will be awarded as follows:

For offers with the documented lowest response time to request for replacement of a vehicle in a specified location, the maximum number of points is awarded.

For the rest of the offers the points are calculated as follow:

$P_{\text{technical}(n)} \times 20\%$ , where:

$P_{\text{technical}(n)}$ : the points received by the evaluated admissible Offer

20%: the weighting of the TECHNICAL component in the total score

The **Total Score** will be determined as follows:

points granted for the component **PRICE** (maximum 80 points) + points granted for **TECHNICAL** component (maximum 20 points) = maximum 100 points.

The ranking of the Final Offers will be determined based on the Total Score.

Based on the calculation method above, the admissible Offer with the highest Total Score will be declared “winner”.

#### **A.2.4. Evaluation of Technical and Financial Proposals – Requirements and Assessment**

The Evaluation Committee will analyze and verify each bid from the perspective of the proposed technical elements and of the financial aspects.

##### **A.2.4.1 Evaluation of Technical Proposal – Requirements and Assessment**

The Technical Proposal must include all the information required through Section D- Forms in response to requirements included in the Section B – Scope of Work.

Demonstration of fulfilment of the minimum requirements is a condition for the admissibility of the offer.

##### **A.2.4.2 Evaluation of Financial Proposal – Requirements and Assessment**

The Financial Proposal must include all the information required through Section D- Forms in response to requirements included in the Section B – Scope of Work and Section C- Contract/Agreement.

Demonstration of fulfilment of the minimum requirements is a condition for the admissibility of the offer.