Romania


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1 Relevant Legislation

1.1 What is the relevant legislation and in outline what does each piece of legislation cover?

As a European Union Member State, Romania's legislation on public procurement reflects the transposition of the European directives in public procurement, namely Directive 2014/24/EU, Directive 2014/25/EU, Directive 2014/23/EU and the remedies Directives 89/665/EEC and 92/13/EEC as amended by Directive 2007/66/EC.

The core of the public procurement legislation ("**PPL**") is thus formed of:

- Law no. 98/2016 on public procurement ("**Law no. 98/2016**");
- Law no. 99/2016 on utilities procurement ("**Law no. 99/2016**"); and
- Law no. 100/2016 on works concession contracts and services concession contracts ("**Law no. 100/2016**").

Secondary legislation was also adopted for the application of these pieces of legislation:

- Government Decision no. 395/2016 on the approval of the Application Norms of Law no. 98/2016 ("**GD no. 395/2016**");
- Government Decision no. 394/2016 on the approval of the Application Norms of Law no. 99/2016 ("**GD no. 394/2016**"); and
- Government Decision no. 867/2016 on the approval of the Application Norms of Law no. 100/2016 ("**GD no. 867/2016**").

In addition to the above general legal framework that provides the principal rules for organising and carrying out the award procedures, a remedies law was also adopted, namely Law no. 101/2016 on remedies and review procedures in the field of the award of public procurement contracts, utilities contracts and works and services concession contracts, as well as for the organisation and functioning of the National Council for Solving Complaints ("**Law no. 101/2016**").

Also, the public procurement institutional framework is regulated by specific primary and secondary pieces of law, such as:

- Government Decision no. 1037/2011 on the approval of the Regulation on organisation and functioning of the National Council for Solving Complaints ("**Council**" or "**NCSC**");
- Government Emergency Ordinance no. 13/2015 on the setting, organisation and functioning of the National Agency for Public Procurement ("**NAPP**");
- Government Decision no. 634/2015 on the organisation and functioning of the NAPP.

These pieces of legislation are supplemented by:

- part of the old tertiary legislation which remained applicable even after the adoption of the new PPL, consisting of orders adopted by the former National Authority for the Regulating and Monitoring of Public Procurement on the interpretation and application of certain legal provisions of the old PPL; and
- new tertiary legislation consisting of orders adopted by the NAPP on the interpretation and application of the current PPL.

1.2 What are the basic underlying principles of the regime (e.g. value for money, equal treatment, transparency) and are these principles relevant to the interpretation of the legislation?

Law no. 98/2016 provides the fundamental principles governing public procurement procedures, namely: non-discrimination; equal treatment; mutual recognition; transparency; proportionality; and accountability.

These principles are of paramount importance for the interpretation and application of PPL, as they create a general framework for the award of public procurement contracts. Moreover, any situation for which there is no express regulation shall be interpreted in light of these principles.

1.3 Are there special rules in relation to procurement in specific sectors or areas?

Some of the relevant special rules regard:

- **defence procurement** – GEO no. 114/2011 for defence procurement applies to the award of contracts which refer to the supply of military products and/or of sensitive products, to works, products and services directly related to the aforementioned products and to works and services specific for military purposes or sensitive works and services;
- **technical specifications** – technical specifications are subject to specific legal provisions relevant for the scope of the contract (e.g. constructions legislation, utilities legislation, energy legislation);
- **transportation** – transportation is subject to regulations such as GEO no. 40/2011 with regard to procurement of road transport vehicles;

- **biocidal products** – a template of the award documentation for the procurement of biocidal products is approved by Order no. 1082/2016 of the ministry of health and the president of the NAPP; and
- **European funds** – a significant number of procedures are carried out by economic operators and contracting authorities accessing European funds, the specific legislation, e.g. GEO no. 66/2011, GD no. 875/2011 or GD no. 519/2014, with regard to projects financed from European funds, being thus applicable.

1.4 Are there other areas of national law, such as government transparency rules, that are relevant to public procurement?

Both contracting authorities and tenderers are bound by specific normative acts such as Competition Law no. 21/1996, Law no. 544/2001 on free access to information of public interest and Law no. 161/2003 on certain measures to ensure transparency in the exercise of public dignities, public functions and business environment, as well as the prevention and punishment of corruption.

Technical specifications are also subject to specific legal provisions relevant for the scope of the contract (e.g. constructions legislation, utilities legislation, energy legislation, public utilities services legislation, etc.).

Last but not least, as a significant number of procedures are carried out by economic operators who have accessed European funds, the complex legislation in this field is applicable as well.

1.5 How does the regime relate to supra-national regimes including the GPA, EU rules and other international agreements?

In 2006, Romania transposed for the first time the EU rules in force at that time, respectively Directive 2004/18/EC, Directive 2004/17/EC, Directive 92/13/EEC and Directive 89/665/EEC, which became the very basis of the PPL.

When acceding to the EU in 2007, Romania also became part of the GPA, thus being bound by this agreement.

In May 2016, the newly adopted directives, namely Directive 2014/24/EU, Directive 2014/23/EU and Directive 2014/25/EU were duly transposed by Romania as well.

The European treaties (Treaty on European Union – "**TEU**" and Treaty on the Functioning of the European Union – "**TFEU**") and the Commission regulations are directly applicable.

2 Application of the Law to Entities and Contracts

2.1 Which categories/types of entities are covered by the relevant legislation as purchasers?

PPL covers the award of contracts by both public and private entities.

In terms of **public entities**, the contracting authorities acting as purchasers under Law no. 98/2016 are as follows:

1. central or local public authorities and institutions, as well as the structures thereto which have been delegated the capacity of authorising officers and who have responsibilities in the public procurement field;
2. public bodies; the public body is defined as any entity except for those provided for in paragraph one, which, regardless of their organisation and legal form, are: (i) established for the specific purpose of meeting general interest needs without having an industrial or commercial character; (ii) have legal personality; and (iii) are mostly financed by entities provided for in paragraph one or by other public bodies; or they are under the authority or in the subordination/coordination/control of one of the entities provided for in paragraph one or of another public body; or more than half of its board of directors, or the members of its management or supervisory bodies, are nominated by one of the entities mentioned under paragraph one or by another public body; and
3. any association of one or several contracting authorities as defined under paragraphs one and two.

As regards **private entities**, the provisions of Law no. 98/2016 apply to private entities acting as purchasers when they award services/works contracts that are directly financed for more than 50% by a contracting authority and the estimated value of the contract is equal to or above RON 994,942 (approximately EUR 221,000) for services contracts and RON 24,977,096 (approximately EUR 5,548,000) for works contracts.

The provisions of Law no. 98/2016 apply to works contracts fulfilling the above requirements and including one of the following activities:

- civil engineering works; and
- construction works for hospitals, facilities designed for sport, recreation and leisure, school and university buildings and buildings used for administrative purposes.

2.2 Which types of contracts are covered?

The national PPL provides for the following types of contracts: (i) services, works or supply public procurement contracts; (ii) services, works or supply utilities contracts; and (iii) services or public works concession contracts.

2.3 Are there financial thresholds for determining individual contract coverage?

Romanian legislation stipulates several financial thresholds for determining individual contract coverage. As a consequence, contracting authorities must publish a contract notice/award notice in the Official Journal of the European Union ("OJEU") in the following cases:

- the estimated value of the supply or services contracts/framework agreements is equal to or above RON 648,288;
- the estimated value of the supply or services contracts/frameworks agreements is equal to or above RON 994.942 for contracts awarded by the local/county council, Bucharest General Council, as well as public institutions in their subordination;
- the estimated value of the services contracts/framework agreements is equal to or above RON 3,376,500 for social and other specific services (provided in Annex 2 of Law no. 98/2016); and
- the estimated value of the works contracts/framework agreements is equal to or above RON 24,977,096.

A simplified procedure is applied for contracts/framework agreements with an estimated value below the above-mentioned thresholds but which exceed RON 135,060 for supply and services contracts, and RON 450,200 for works contracts. Within a

simplified procedure, contract notices are published only in the Electronic System for Public Procurement ("**ESPP**").

Below the threshold of RON 135,060 for every products or services purchase, or RON 450,200 for every works purchase, contracting authorities may purchase directly goods, services or works.

2.4 Are there aggregation and/or anti-avoidance rules?

According to Law no. 98/2016, the contracting authority does not have the right to subdivide a public procurement contract in several separate contracts of lower value, nor to use calculation methods leading to a sub-evaluation of the estimated contract value, in order to avoid the application of the award procedures provided for in the law.

The rules on the estimation of the contract value follow the same reasoning and require, for each type of contract, that the contracting authority takes into account the total of all estimated amounts payable, net of VAT, including any form of option and any renewals of the contract as explicitly set out in the procurement documents. The same applies for services, supplies or works contracts awarded by lots, where the estimated value of the contract results from adding up the value of all lots.

2.5 Are there special rules for concession contracts and, if so, how are such contracts defined?

The Romanian PPL provides, indeed, special rules for concession contracts in Law no. 100/2016.

The works concession contract is defined as a contract for pecuniary interest, assimilated under the law to the administrative act, concluded in writing, by means of which one or more contracting entities entrust the execution of works to one or more economic operators, and in consideration of the works executed, the contractor receives from the contracting entity either solely the right to exploit the works, or this right together with the payment of an amount previously established.

The services concession contract is defined as a contract for pecuniary interest, assimilated under the law to the administrative act, concluded in writing, by means of which one or more contracting entities entrust the provision and management of services, other than the execution of works referred to above, to one or more economic operators, and in consideration of the services provided, the contractor receives from the contracting entity either solely the right to exploit the services, or this right together with the payment of an amount previously established.

2.6 Are there special rules for the conclusion of framework agreements?

PPL provides a series of special rules for the conclusion of framework agreements.

Firstly, contracting authorities are not allowed to improperly or abusively use framework agreements, so as to prevent, restrict or distort competition.

Secondly, contracting authorities do not have the right to conclude a framework agreement for more than four years (classic procurement) or eight years (utilities), except for extraordinary cases justified by the specific subject of the subsequent contracts to be awarded under the respective framework agreement.

Also, a framework agreement may be concluded with one or several economic operators. Should the framework agreement be concluded with several economic operators, the contracting authority is entitled to award the subsequent contracts either:

- without reopening the competition;
- by reopening the competition between the economic operators who signed the framework agreement; or
- partially, without reopening the competition between economic operators and partially by reopening the competition, only if this possibility was provided in the award documentation and if the framework agreement sets out all the terms and conditions governing the execution of works/provision of services/supply of products subject to the framework agreement.

At the same time, once it concludes a framework agreement, in principle, the contracting authority is no longer entitled to initiate a new award procedure for a contract having as its subject the purchase of products/services/works included in the respective framework agreement, if the maximum estimated quantities were not exceeded or their exceeding does not represent a substantial amendment of the agreement.

2.7 Are there special rules on the division of contracts into lots?

PPL provides a set of specific rules in relation to the division of contracts into lots.

Contracting authorities have the right to divide the contracts into lots provided that the procurement documents include the following information:

- the object of each lot on a qualitative or quantitative basis; and
- the dimensions of individual contracts adapted to better reflect the capacity of small and medium-sized enterprises.

If this is the case, the contracting authorities must justify their choice not to divide the contracts into lots.

The contracting authority mentions within the award documentation whether tenders can be submitted for one, more or all lots. Also, the contracting authority has the right to limit the number of lots which can be awarded to one tenderer.

2.8 What obligations do purchasers owe to suppliers established outside your jurisdiction?

Although not limited to the nationality criteria, from such perspective, the principles of non-discrimination, equal treatment and mutual recognition ensure access to public procurement procedures for suppliers outside the Romanian jurisdiction under similar conditions as for those of Romanian nationality.

As such, the principle of non-discrimination obliges purchasers to grant appropriate conditions for real competition, in order to enable any economic operator, irrespective of its nationality, to:

- participate to the public procurement procedure; and
- have the chance to become a contractor.

Also, the purchasers must set and apply, during the entire public procurement procedure, identical rules, requirements and criteria for all economic operators, to grant them equal chances to become contractors.

The mutual recognition principle obliges purchasers to accept products, services or works legally present on the European market, diplomas, certificates or any other documents issued by competent foreign authorities and, also, technical specifications equivalent to the national ones. The contracting authorities shall use e-Certis and request, in principle, those certificates or justifying documents available in e-Certis.

3 Award Procedures

3.1 What types of award procedures are available? Please specify the main stages of each procedure and whether there is a free choice amongst them.

Law no. 98/2016 provides for the following award procedures:

- **Open procedure**, within which any interested economic operator has the right to submit a tender. This procedure is carried out in one stage.
- **Restricted procedure**, within which any economic operator is entitled to submit a request for participation, but only selected candidates are allowed to submit a tender. This procedure is carried out in two stages: submission of requests for participation and selection of candidates; and submission and evaluation of tenders.
- **Competitive procedure with negotiation**, within which any economic operator is entitled to submit a request for participation, but only selected candidates are allowed to submit an initial tender, on the basis of which the contracting authority carries out negotiations for its improvement. The negotiated procedure is carried out in two stages: submission of requests for participation and selection of candidates; and submission of initial tenders and negotiations.
- **Competitive dialogue**, within which any economic operator is entitled to submit a participation request, but only selected candidates are allowed to take part in the dialogue stage. The candidates remaining at the end of the dialogue stage are entitled to submit the final tender. This procedure is carried out in three stages: submission of requests for participation and selection of candidates; dialogue with the selected candidates; and submission and evaluation of final tenders.
- **Innovation partnership**, a procedure applicable by the contracting authority for the development and subsequent purchase of innovative products, services or works, when the solutions available on the market at a certain moment do not satisfy its needs. This procedure is carried out in three stages: submission of requests for participation and selection of candidates; submission of initial tenders on the basis of which negotiations will be carried out with the contracting authority; and negotiations, submission and evaluation of the final tenders.
- **Negotiated procedure without prior publication**, a special procedure applicable in one of the following situations: (i) when no tender/request for participation has been submitted within the open/restricted procedure or simplified procedure or when only inadequate tenders/requests for participation have been submitted, provided that the initial procurement requirements are not substantially amended and, upon request of the European Commission, a report is sent in this respect; (ii) when the works/products/services can be provided only by a certain economic operator; or (iii) as a strictly necessary measure when the timelines for the open/restricted procedure, competitive procedure with negotiation or simplified procedure cannot be met for reasons of extreme urgency brought about by unforeseeable events and not due to any form of action or inaction of the contracting authority.
- **Design contest**, a special procedure through which the contracting authority purchases, mainly in the fields of town and country planning, architecture and engineering or data processing, a plan or a design by selecting it through a jury, on a competitive basis, with or without the award of prizes.
- **Award procedure applicable for social and other specific services** provided in Annex no. 2 to Law no. 98/2016, which might be one of the award procedures mentioned above (if the estimated value is equal to or above the financial threshold for publication in the OJEU) or a procedure established by the contracting authority (if the estimated value is below the financial threshold for publication in the OJEU). The contracting authority may reserve the right for certain economic operators (e.g. social enterprises, protected units) to participate in procedures for the award of public contracts exclusively for the health, social and cultural services covered by certain CPV codes.
- **Simplified procedure**, the procedure applicable for the award of contracts below EU thresholds and above direct purchase thresholds, whereby the contracting authority requests tenders from several economic operators. This procedure is carried out either in one stage or several stages consisting in the selection of candidates, negotiation and evaluation of tenders.

As a general rule applicable for classic procurement, contracting authorities shall apply the open or restricted procedure. In specific circumstances, expressly provided by the law, the contracting authorities may award public contracts by means of other award procedures.

Additionally, Law no. 98/2016 provides for three special award procedures:

- **Framework agreement** – the written agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms and conditions governing the public procurement contracts to be awarded during a given period, in particular with regard to price and, where appropriate, to quantities.
- **Dynamic purchasing system** – the contracting authority has the right to use a dynamic purchasing system only through the ESPP and only for the purchase of everyday consumer products, the general features of which, available on the market, meet the needs of the contracting authority.
- **Electronic auction** – the electronic auction can be used as a final stage of the open/restricted procedure, competitive procedure with negotiation or simplified procedure; upon reopening the competition between economic operators part of a framework agreement; or upon submission of tenders for the award of a contract within a dynamic purchasing system.

3.2 What are the minimum timescales?

Romanian PPL provides several timescales for different steps depending on the specific procedure.

Thus, the law stipulates certain minimum timescales between the publishing of the contract notice in the OJEU/ESPP and the deadline for submission of tenders/requests for participation:

- for open procedure – 35 days;
- for restricted procedure, competitive procedure with negotiation, competitive dialogue and innovation partnership – 30 days; and
- for simplified procedure – 10 days in case of services/supply contracts, six days in case of low complexity products supply contracts and 15 days in case of works contracts.

In the case of a design contest, the public authority sets an adequate and sufficient time limit between the publishing of the contest notice and the deadline for submission of projects in order to allow the economic operators to draft the projects. The contest notice has to be published in any case with at least 30 days before the deadline for submission of projects.

Most of the above timescales can be further diminished under certain conditions, such as publication of a prior information notice and/or accepting the submission of tenders through electronic means.

Other timescales concern the establishing of the successful tenderer within 25 days from the date of submission of tenders or the publishing of the award notice within 30 days after the conclusion of the public procurement contract.

3.3 What are the rules on excluding/short-listing tenderers?

According to Law no. 98/2016, contracting authorities have the right to apply qualification and selection criteria with regard to: exclusion grounds of the candidate/tenderer; and the capacity of the candidate/tenderer.

On one hand, **the exclusion grounds** of the candidate/tenderer stipulated by Romanian PPL are those provided by Directive 2014/24/EU. All exclusion grounds are stipulated as mandatory under national law, the contracting authority thus being bound to exclude the economic operators falling under such cases. The exclusion grounds concern aspects such as: the economic operator being under a conflict of interest within or in connection to the procedure; the economic operator's participation in the preparation of the procurement procedure leading to a distortion of competition; the economic operator having entered into an agreement with other economic operators aimed at distorting competition; or the economic operator having committed a serious professional misconduct which renders its integrity questionable. The grounds are conditional either upon the impossibility of the contracting authority to remedy the situation by taking other, less intrusive, measures (the first two grounds) or the contracting authority having reasonable enough evidence/concrete information/appropriate means of proof, such as a decision of the court or an administrative authority (the last two grounds).

PPL also provides the possibility of the tenderer/candidate to prove the taking of appropriate self-cleaning measures in relation to the exclusion grounds.

The absence of the exclusion grounds has also to be checked by the contracting authority in relation to the subcontractors proposed by the tenderer/candidate. Should such grounds occur, the contracting authority shall request the tenderer/candidate only once to replace the respective subcontractor.

On the other hand, **the capacity criteria** may concern only the following: suitability to pursue the professional activity; economic and financial standing; and technical and professional ability.

Contracting authorities may also require the submission of specific certificates attesting the compliance with certain quality assurance standards or with standards or environmental management systems, in which case the European standards series shall be taken into consideration.

Contracting authorities may establish minimum levels for the above-mentioned criteria and may request supporting documents. Those tenders not fulfilling the qualification criteria shall be rejected as unacceptable.

Within restricted procedures, competitive procedures with negotiation and competitive dialogue, the contracting authority shall select/preselect the candidates in accordance with the criteria and rules mentioned in the contract notice. Contracting authorities are also bound to mention in the contract notice the minimum and maximum number of candidates intended to be selected.

3.4 What are the rules on evaluation of tenders? In particular, to what extent are factors other than price taken into account (e.g. social value)?

According to PPL, when awarding a public procurement contract, the contracting authority has the obligation to appoint the persons in charge with the evaluation of tenders. These persons form the evaluation committee. In order to support the evaluation activities, the contracting authority may also appoint co-opted external experts.

The evaluation committee has the obligation to analyse and verify each tender from a technical and a financial point of view. Also, the evaluation committee has the obligation to check compliance with the qualification and selection criteria by analysing the content of the European Single Procurement Document ("**ESPD**").

During the evaluation process, the evaluation committee establishes the clarifications and subsequent supplements, whether formal or confirmatory, necessary for the evaluation of each tender/request for participation and the period of time granted for the transmission of such clarifications. The term must be established in working days (as a rule, minimum of one working day) and the contracting authority cannot mention a specific hour within the deadline. If the tenderer does not transmit the required clarifications within the term established by the evaluation committee, or if the clarifications submitted are not conclusive, the tender shall be considered unacceptable.

Equally important, the evaluation committee has the right to correct, under certain conditions, any arithmetic errors, formal flaws or minor technical errors, only with the tenderer's approval.

The evaluation committee must reject unacceptable, inadequate and non-conformant tenders. The successful tender must be established by the contracting authority within a term that should not exceed the validity period of tenders as established in the procurement documents. This period may be extended in duly justified cases, with the obligation for the contracting authority to inform the concerned economic operators within a maximum term of two days.

The contract is awarded to the tenderer who submitted the most economically advantageous tender. In order to establish the most economically advantageous tender, the contracting authority applies one of the following criteria: (i) lowest price (only for procedures under the JOUE publication thresholds); (ii) lowest cost; (iii) best quality-price ratio; or (iv) best quality-cost ratio. Best quality-price/quality-cost ratio is determined on the basis of evaluation factors including quality, environmental and/or social aspects, in connection with the subject of the contract.

Such factors may regard:

- quality, including technical advantages, aesthetic and functional characteristics, accessibility, design concept for all users, the social, environmental and innovative characteristics, as well as marketing and conditions thereof;
- organisation, qualification and experience of the staff assigned for performing the contract, if the quality of the staff assigned can have a significant impact on the quality level of contract performance; or
- post-sale services, technical support and supply conditions, such as delivery time, delivery process and delivery or completion term.

Should two or more tenders be equivalent, the contracting authority can apply an additional criterion such as, *exempli gratia*, fighting unemployment. The additional criterion must be mentioned *expressis verbis* in the contract notice.

3.5 What are the rules on the evaluation of abnormally low tenders?

Present PPL does no longer provide for a threshold by reference to which the abnormally low price is to be ascertained. Such

ascertainment is made by the evaluation committee as per market prices (through information such as statistical bulletins or stock market quotes).

In case of abnormally low tenders, contracting authorities have the obligation to: (i) request clarifications from the tenderer with regard to the price/costs proposed in the tender; (ii) assess the information provided by the tenderer; and (iii) reject the tender only when the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

The clarifications required by the contracting authority may in particular relate to: (i) the economics of the price formation by referring to the manufacturing process, the services provided or the construction methods used; (ii) the technical solutions chosen and/or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work; (iii) the originality of the work, supplies or services proposed by the tenderer; (iv) compliance with the legal obligations in the environment, social and labour fields, during performance of the public procurement contract; (v) compliance with the obligations related to payment of subcontractors; and (vi) the possibility for the tenderer to benefit from state aid.

3.6 What are the rules on awarding the contract?

The contract is awarded to the successful tenderer based on the award criterion and evaluation factors specified within the contract notice and award documentation. The following conditions have to be met:

- the respective tender complies with all requirements, conditions and criteria stipulated in the contract notice and award documentation; and
- the respective tender was submitted by a tenderer fulfilling the qualification and, if the case, selection criteria, and does not fall under the exclusion grounds.

Should the contracting authority not be able to conclude the contract with the successful tenderer, due to a *force majeure* situation or a fortuitous impossibility of performance, the contract may be awarded to the tenderer ranked second provided that its tender is admissible.

After the evaluation of tenders is completed, the evaluation committee drafts the award procedure report, which shall be signed by all its members, including the president. The report must be approved by the head of the contracting authority.

3.7 What are the rules on debriefing unsuccessful bidders?

Contracting authorities have the obligation to inform all economic operators involved in the award procedure of the decisions regarding the result of the selection or the award procedure, in writing, no later than three days as of their issuance. The communication of the procedure's result is drawn and based on the award procedure report.

Within this communication, the contracting authorities have to inform the unsuccessful tenderers/candidates of the reasons that led to the decision, as follows: (i) to each rejected candidate, the concrete reasons which led to the rejection; (ii) to each rejected tenderer, the concrete grounds which led to the rejection; (iii) to any admissible but unsuccessful tenderer, the characteristics and relative advantages of the winning tender(s) in relation to its tender, as well as the name of the successful tenderer; and (iv) to any admissible tenderer, information regarding the development and the progress of the negotiations and dialogue with the tenderers.

The contracting authority is entitled not to disclose the above information if the disclosure would: (i) impede the application of a legal provision; (ii) be contrary to public interest; (iii) prejudice the legitimate commercial interests of the economic operators; or (iv) prejudice fair competition.

3.8 What methods are available for joint procurements?

According to Law no. 98/2016, any association of one or more contracting authorities is also a contracting authority.

The setting-up of centralised procurement units, as well as the conditions under which contracting authorities purchase products/services from such units and the conditions under which the centralised procurement units award public procurement contracts/framework agreements for other contracting authorities, may be established through government decision or the decision of the local deliberative authorities.

An example in this regard is represented by the National Office for Centralised Procurement which was established through GEO no. 46/2018 as a public institution, under the subordination of the Public Finances Ministry. The National Office for Centralised Procurement was designated as a centralised procurement unit which is supposed to provide the following activities in the name and on behalf of the users (i.e. contracting authorities): (i) the conclusion of framework agreements; and (ii) the management of dynamic purchasing systems. The users shall conclude subsequent contracts pursuant to the framework agreements signed by the National Office for Centralised Procurement or public procurement contracts within the dynamic purchasing systems managed by the Office.

3.9 What are the rules on alternative/variant bids?

When variants are requested/allowed, the technical specifications have to provide the minimum requirements that tenders must observe and any other specific requirements for the submission of variants, in particular whether variants can be submitted only together with a tender which is not an alternative.

Variants which do not meet these minimum requirements shall not be taken into consideration by the contracting authority.

3.10 What are the rules on conflicts of interest?

Pursuant to Law no. 98/2016, contracting authorities are bound to take all necessary measures in order to avoid, identify and remedy situations leading to a conflict of interest for the purpose of avoiding distortion of competition and ensuring equal treatment of all economic operators.

The conflict of interest situations are expressly regulated by the legal provisions. Thus, for example, the following persons are not entitled to participate in the verification/evaluation of requests for participation/tenders:

- persons who hold social parts, parts of interest, shares of the subscribed capital of one of the tenderers/candidates, supporting third parties or subcontractors, or of the persons that are part of the board of directors/management or supervisory body of one of the tenderers/candidates, third supporting parties or subcontractors;
- husbands/wives or close family relatives up to the second degree included, with persons who are part of the board of directors/management or supervisory body of one of the tenderers/candidates, supporting third parties or subcontractors; or

- persons ascertained or with regard to whom there is reasonable evidence/concrete information that they may have a personal/financial/economical/any other kind of interest, or they may be in another situation which is likely to affect their impartiality and autonomy in the process of verification/evaluation of requests for participation/tenders.

At the same time, the law sanctions with the exclusion from the procedure, any tenderer/candidate/subcontractor/supporting third party that has, as members of its board of directors/management or supervisory body, and/or has shareholders or significant associates, persons who are husbands/wives or a close family relative up to the second degree included, or who have commercial relations with either persons holding positions of decision within the contracting authority or the public procurement services provider involved in the award procedure. The same sanction applies for the candidate/tenderer that nominated such persons as persons mainly designated with the execution of the contract.

For this purpose, the members of the evaluation committee and the co-opted experts are requested to submit a statement on their own liability confirming the absence of conflict of interest and contracting authorities have to mention in the award documentation the persons holding such positions of decision and/or the name of the public procurement services provider.

3.11 What are the rules on market engagement and the involvement of potential bidders in the preparation of a procurement procedure?

Before launching a procurement procedure, when it intends to purchase products / services / works of high technical / financial / contractual complexity or in fields with quick technological progress, the contracting authority may conduct market consultations for the purpose of preparing the procurement and informing economic operators of its procurement plans and requirements.

Contracting authorities may invite independent experts, public authorities or economic operators and may hold individual or common meetings or open events for the interested persons/organisations in order to discuss the proposed advice/suggestions/recommendations or subjects of general interests (e.g. the structure of the market; prices tendencies and other commercial elements specific to the field of interest; technical, innovative, social integration aspects or those related to environment protection, that might be valorized in the award procedure).

The advice/suggestions/recommendations may be used or implemented by contracting authorities in the planning and conduct of the procurement procedure, provided that such advice/suggestions/recommendations do not have the effect of distorting competition and/or violating the principles of non-discrimination and transparency.

The market consultation process is initiated by publishing in the ESPP, as well as any other means, of a notice regarding the consultation. The contracting authority has the obligation to publish in the ESPP the result of the market consultation; at the latest, before launching the procedure.

4 Exclusions and Exemptions (including in-house arrangements)

4.1 What are the principal exclusions/exemptions?

Certain public contracts are excluded de jure from the scope of Law no. 98/2016. *Exempli gratia*, PPL shall not apply to the following public contracts:

- contracts for which the contracting authority is bound to apply the utilities legislation;
- contracts which the contracting authority is bound to award pursuant to a specific procedure: (i) established through a legal instrument creating international public law obligations, such as an international convention, concluded in compliance with the provisions of the EU Treaties between Romania and one or more states which are not members of the EU or subdivisions thereof, and which have as their subject the supply of goods, provision of services or performance of works destined for the implementation or exploitation of a project in common by the signatory states or as a result of applying a specific procedure provided by the European legislation, in the context of programmes and projects for territorial cooperation; or (ii) established by an international organisation;
- contracts having as their subject the purchase or lease, by any financial means, of lands, existing buildings, other real estate or rights over such real estate;
- contracts regarding the purchase, development, production or co-production of programmes designed for broadcasting, awarded by radio-broadcasting services suppliers;
- contracts regarding the provision of arbitration and conciliation services;
- contracts regarding the provision of financial services related to the issuance, purchase, sale or transfer of equity or other financial instruments;
- employment contracts;
- services contracts awarded to another contracting authority/contracting entity/association of contracting authorities, based on an exclusive right to provide those services pursuant to laws or normative administrative acts, to the extent that they are compatible with the TFEU; or
- contracts the award and performance of which are included in the category of state secret information, as well as contracts requiring the imposition of special security measures in order to protect national interests, in certain conditions.

4.2 How does the law apply to "in-house" arrangements, including contracts awarded within a single entity, within groups and between public bodies?

PPL does not apply to contracts concluded exclusively between two or more contracting authorities should the following conditions be met: (i) the contract establishes or implements a cooperation between the contracting authorities with the purpose of insuring that the public services are provided in order to meet common objectives; (ii) the purpose of the cooperation is exclusively based on considerations of public interest; and (iii) the contracting authorities perform on the free market less than 20% of the activities targeted by the cooperation.

Also, PPL does not apply to contracts concluded between a contracting authority and a public or private legal person when the following conditions are met: (i) the contracting authority exercises over the respective legal person a control similar to the one exercised over its own departments or services; (ii) more than 80% of the activities of the controlled legal person are performed in order to fulfil the tasks entrusted by the contracting authority exercising the control or by other legal persons controlled by the said contracting authority; and (iii) there is no direct private participation to the share capital of the controlled legal person, except for the participations which do not grant control or a veto right, but which are required by the applicable legislation in accordance with the

TFEU and TEU and which does not exercise a determined influence over the controlled legal person. The same conditions apply also when the control is exercised by more contracting authorities.

5 Remedies

5.1 Does the legislation provide for remedies and if so what is the general outline of this?

The remedies procedure against the acts issued by contracting authorities during award procedures include the following phases: complaint afore the NCSC (an administrative-jurisdictional body) or a tribunal (a judicial body); and appeal against the NCSC's/tribunal's decision. The prior notification procedure in front of the contracting authority was abolished by the latest amendments brought to the remedies law.

The harmed economic operator may file the complaint in front of the NCSC or in front of the tribunal from the headquarters of the contracting authority.

Pursuant to the latest legal amendments, economic operators have the obligation to submit in advance, together with the complaint, a bond amounting to 2% of the estimated/established value of the contract. The value of the bond is limited to: (i) RON 35,000 or RON 88,000 in the case of contracts where the estimated/established value of which is below the financial thresholds for publication in the OJEU; (ii) RON 220,000 or RON 880,000 in the case of contracts where the estimated/established value of which is equal to or above the financial thresholds for publication in the OJEU. In case the bond is not submitted, the complaint shall be rejected. The submitted bond is released upon request of the economic operator, after final settlement of the appeal or the cessation of the effects of the suspension of the award procedure and/or performance of the contract, within a minimum term of 30 days, if the contracting authority does not claim any damages against the economic operator.

Until the complaint is settled by NCSC/the tribunal, any interested economic operator can file a voluntary intervention claim. When ruling on the complaint, the NCSC/the tribunal shall also rule on this claim.

The decision of the NCSC/tribunal can be further appealed in front of the court of appeal where the public authority is headquartered. If the appeal is filed by a person other than the person that submitted the bond with the complaint, a bond amounting to 50% of the above-mentioned values had to be submitted in advance together with the appeal. The decision of the court of appeal is final.

Claims regarding compensations for damages caused during the award procedure may be filed separately before the tribunal from the headquarters of the contracting authority. The interested person may seek compensation for the damages caused by the contracting authority under the following conditions:

- if the damages were caused by an act of the contracting authority or are a result of not solving within the legal term a request regarding the award procedure, the damages may be granted only after the act was annulled or if remedial measures were adopted by the contracting authority; and
- if the damages consist of the expenses undergone for preparing the tender or participating in the procedure, the damaged party must not only prove the breach of the provisions of PPL, but also that the chance to win the contract was real and was lost because of the respective breach.

5.2 Can remedies be sought in other types of proceedings or applications outside the legislation?

The remedies options with regard to public procurement procedures are limited to those provided by Law no. 101/2016.

5.3 Before which body or bodies can remedies be sought?

Remedies can be sought before the NCSC/tribunal and the competent court of appeal, as per the answer to question 5.1 above.

5.4 What are the limitation periods for applying for remedies?

Complaints can be filed afore the NCSC or the tribunal within five or 10 days from the day following the acknowledgment of the act of the contracting authority deemed illegal. If the claim regards the award documentation published in the ESPP, the date of acknowledgment is considered to be the date the award documentation was published.

The voluntary intervention claim can be filed within 10 days as from the date the complaint is published in the ESPP by the contracting authority.

The terms for filing the appeal afore the competent court of appeal are different depending on whether the appeal refers to the NCSC's or the tribunal's decision, as follows: (i) 10 working days as of the date of the communication, for the appeal against the NCSC's decision; and (ii) 10 days as of the date of the communication, for the appeal against the tribunal's decision.

Claims for compensation for damages caused during the award procedure can be filed within a one year prescription term.

5.5 What measures can be taken to shorten limitation periods?

Law no. 101/2016 does not provide for measures to be taken in order to shorten the limitation periods, no such shortening being thus admissible.

5.6 What remedies are available after contract signature?

Law no. 101/2016 provides that any interested person can request the total/partial absolute nullity of public procurement contracts/addendums in the following cases: (i) the contracts are concluded without the prior publication by the contracting authority of a contract notice; (ii) the contract should be framed in the category of contracts subject to the PPL, but the contracting authority concludes another type of contract, without complying with the legal award procedure; (iii) the contract/addendum thereto is concluded under less favourable conditions than the ones provided for in the financial and/or technical proposals included in the winning tender; (iv) the contract is concluded without regard to the qualification and selection criteria and/or the evaluation elements provided for in the contract notice on the basis of which the winning tender was selected, which led to altering the outcome of the procedure, by cancelling or reducing the competitive advantages; (v) the contract is concluded before the NCSC/court of law communicates its ruling upon the complaint, when a complaint was filed against the award procedure or in breach of such decision; (vi) the contracting authority awards the contract pursuant to an

award procedure that was subject to the *ex ante* control and within which NAPP issued a conditional approval, and the contracting authority carried out and finalised the procedure without remedying the faults identified by NAPP; and (vii) the contracts are concluded in breach of the standstill periods.

5.7 What is the likely timescale if an application for remedies is made?

The NCSC has the obligation to rule upon the complaint within 15 days from the receipt of the public procurement file from the contracting authority or within five days where an exception occurs, which prevents an analysis of the complaint on the merits. However, in duly justified cases, the initial term can be extended only once with 10 days. In general, complaints are ruled upon within three to six weeks as of the date the complaint is filed, depending on its complexity.

The tribunal has the obligation to rule upon the judicial complaint within 45 days of its referral to the court.

Appeals filed against the administrative or judicial decisions must be solved within 45 days of their referral to the court. In general, appeals submitted afore the competent courts are ruled upon within an average timescale of one to two months.

5.8 What are the leading examples of cases in which remedies measures have been obtained?

Romania is well known as one of the EU member states with the highest number of bid protests (in 2017, 4,782 complaints were filed only with the NCSC). Hence, during the past 10 years, VASS Lawyers has been representing clients in a large number of public procurement disputes in front of the NCSC, competent tribunals and courts of appeal.

In 2017/2018, VASS Lawyers obtained remedies in public procurement disputes concerning contracts in the fields of medical equipment and vehicles, construction & infrastructure, oil & gas, food industry and waste management, engineering services, IT&C, tubular materials and mining equipment or tourism, in contracts exceeding EUR 1.5 billion. *Exempli gratia*, the team of lawyers successfully represented its client, part of an international consortium of companies, declared winner of a high profile ambulances supply framework agreement, in numerous NCSC and court files regarding the complaints lodged by the competitors in the procedure, while in another procedure the firm insured the conclusion of a works contract for its client, after obliging the contracting authority to reassess and reject six tenders which were non-compliant with the minimum qualification criteria and technical specifications. Ground-breaking NCSC decisions were also obtained by the team for a world leader in chemical distribution. These decisions forced Romanian water companies all over the country to substantially change long time established practices regarding testing of chemical products that infringed the principles of transparency and fair treatment. Thus, these decisions significantly opened the competition on the relevant market.

5.9 What mitigation measures, if any, are available to contracting authorities?

After receipt of the complaint, the contracting authority may adopt remedial measures within a three-day period.

Any such measure must be communicated to the complainant, to the other economic operators involved in the award procedure, as well as to the NCSC/tribunal, no later than one working day from the date when the measure was adopted.

6 Changes During a Procedure and After a Procedure

6.1 Does the legislation govern changes to contract specifications, changes to the timetable, changes to contract conditions (including extensions) and changes to the membership of bidding consortia pre-contract award? If not, what are the underlying principles governing these issues?

PPL provides for certain rules regarding changes of the award documentation during the award procedure, such as: (i) an erratum to the contract notice has to be published at least three working days before the initially established deadline for submission of tenders/requests for participation; (ii) the possibility to extend the deadline for submission of tenders if necessary; and (iii) the tenderer may submit, within the tender, proposals to amend the contract clauses within the tender documentation, but if the proposals are obviously disadvantageous for the contracting authority and the tenderer does not waive these amendments, even though asked to, the tender will be considered non-conformant. Certainly, contracting authorities may amend the tender documentation, within the limits imposed by PPL, exclusively before the deadline for submission of tenders.

It should be mentioned that the contracting authority is obliged to extend the deadline for submission of tenders in case the changes lead to adjustments/completions to the technical specifications that require additional time for potential tenderers.

Moreover, substantial amendments of the award documentation lead to the cancelation of the procedure when such amendments:

- affect to such extent the elements that describe the context of public procurement that they have the effect of changing the main indicators characterising the outcome of the contract to be awarded, which affects the level of competition or changes the targeted market; or
- lead to substantial changes in the qualification and selection criteria, as they extend their level or introduce new ones, thus restricting competition or favouring certain economic operators.

6.2 What is the scope for negotiation with the preferred bidder following the submission of a final tender?

Given that the general rule in open and restricted tender procedures is that no changes are permitted to tenders already submitted (except for arithmetical errors, formal flaws and minor technical errors), prior to the award of the contract, there should be no negotiation with the preferred bidder following the submission of a final tender.

6.3 To what extent are changes permitted post-contract signature?

Upon conclusion of the contract, changes to a public procurement contract are permitted without a new procurement procedure under the following situations:

- where the amendments, irrespective of their monetary value, have been provided for in the initial procurement documents as clear, precise and unequivocal review clauses, which may include price revision clauses;

- for additional works, services or supplies up to a maximum 50% of the value of the original contract, that have become necessary to be purchased from the original contractor and that were not included in the initial contract, where a change of contractor (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial public procurement award, and (ii) would cause significant increase of costs for the contracting authority;
- where all of the following conditions are fulfilled: (i) the amendment became necessary pursuant to circumstances which a diligent contracting authority could not foresee; (ii) the amendment does not alter the overall nature of the contract; and (iii) any increase in price is not higher than 50% of the value of the original contract/framework agreement;
- where a new contractor replaces the one with whom the contracting authority initially concluded the contract as a consequence *inter alia* of an unequivocal review clause or an option provided in compliance with the legal provisions or of a universal or partial succession following corporate restructuring;
- where the amendments, irrespective of their value, are not substantial; or
- where all of the following conditions are fulfilled: (i) where the value of the amendment is below the thresholds set out for applying PPL; (ii) where the value of the amendment is below 10% of the initial contract value for services and supply contracts or 15% of the initial contract value for works contracts; and (iii) the amendment does not alter the overall nature of the contract or the framework agreement under which the contract is awarded.

Where the price of the contract is increased through several successive amendments, the cumulative value of the amendments cannot exceed 50% of the value of the initial contract.

An amendment to a public contract/framework agreement within the validity period is a substantial change when at least one of the following conditions is met:

- the amendment introduces conditions which, had they been included in the initial award procedure, would have allowed the selection of other candidates than those initially selected or the accepting of another tender than originally accepted, or would have attracted more participants to the procedure;
- the amendment changes the economic balance of the public procurement contract/framework agreement in favour of the contractor in a manner not provided for in the initial public procurement contract/framework agreement;
- the amendment substantially extends the subject of the public procurement contract/framework agreement; or
- a new contractor replaces the original contractor, in other cases than those provided by the law.

Furthermore, the adding of new subcontractors during the performance of the contract is allowed, provided that it does not lead to a substantial change of the contract.

Last, but not least, it is important to underline that any amendment of the public procurement contract shall not lead to the infringement of the public procurement principles of transparency, non-discrimination and equal treatment.

6.4 To what extent does the legislation permit the transfer of a contract to another entity post-contract signature?

The transfer of a contract to another entity post-contract signature is allowed in one of the following situations: (i) as a consequence of an unequivocal review clause or an option provided in compliance with the legal provisions; (ii) the rights and obligations of the initial contractor resulting from the contract are undertaken, as a result of a universal or partial succession following corporate restructuring, by another economic operator that fulfils the initial qualification and selection criteria as long as such amendment does not entail other substantial amendments of the contract and is not made for the purpose of eluding the application of the award procedures under the PPL; and (iii) if the contracting authority undertakes the obligations of the main contractor towards its subcontractors, respectively the subcontractors towards the contracting authority.

7 Privatisations and PPPs

7.1 Are there special rules in relation to privatisations and what are the principal issues that arise in relation to them?

Privatisations do not fall under the scope of PPL and are the subject of specific pieces of legislation.

7.2 Are there special rules in relation to PPPs and what are the principal issues that arise in relation to them?

Public private partnerships are regulated separately by GEO no. 39/2018 which was recently adopted and entered into force in May 2018. The new piece of legislation appeared as a result of the failure to implement PPP projects under the previous Law no. 233/2016, caused also by the fact that the methodological norms for the application of the law were not adopted.

GEO no. 39/2018 was adopted also in light of the provisions of Government Program 2018-2020, which proposes a significant increase in investments in order to achieve the objectives of economic growth and in order to strengthen the fiscal-budgetary sustainability. In this context, the Government has undertaken both to launch public investment projects with a significant impact on the economy and to stimulate private investment (e.g. through the implementation of public-private partnership projects).

In order to achieve these objectives, the National Commission for Strategy and Prognosis acquired competence in the preparation and award of strategic investment projects of the central public administration which are implemented in public-private partnerships.

Also, through G.D. no. 357/2018, the Government adopted a list of strategic investment projects to be prepared and awarded in a public-private partnership, by the National Commission for Strategy and Prognosis. The list includes projects such as the Ploiesti-Brasov highway, Bucuresti-Craiova-Calafat-Drobeta-Turnu Severin-Lugoj highway, construction of Bucharest South Airport, and the arrangement of Arges and Dâmbovita rivers for navigation.

Nevertheless, it remains to be seen in practice if, under the new legislation, PPP projects will actually be implemented successfully.

8 The Future

8.1 Are there any proposals to change the law and if so what is the timescale for these and what is their likely impact?

The new European public procurement directives have been transposed at national level. In this context, other legislative

proposals are also currently subject to debate. As an example, a project of a Government Decision adopting the methodological norms of GEO no. 114/2011 for the award of defence procurement contracts has recently been under public debate, the purpose of which is to align the legal provisions in the field of defence procurement to the new PPL legislation.

New tertiary legislation has been issued and is expected to be further adopted by NPPA in order to clarify the interpretation and application of the new PPL.

8.2 Have there been any regulatory developments which are expected to impact on the law and if so what is the timescale for these and what is their likely impact?

A national strategy in the field of public procurement was approved through Government Decision no. 901/2015. This strategy proposes actions defining the Government's policy with regard to the reformation of the national system of public procurement during 2015-2020. Its declared objective consists in the improvement of the Romanian public procurement system, through the transposition of the new European directives in the national legislation (which has already been done), reformation of the institutional framework and ensuring the functionality of the system.

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Iulia is the founding Managing Partner of VASS Lawyers and acknowledged as one of the Romanian leading experts in public procurement and public-private partnerships. Prior to setting up VASS Lawyers, in 2008, she was head of the Public Procurement Department of a top five law firm in Bucharest.

Iulia successfully assisted complex public procurement and PPP projects in the fields of real estate and constructions, energy and natural resources, utilities, infrastructure, mass-media, IT, defence, food and environment, advising economic operators as well as contracting authorities on the intricate process of organising and/or participating in award procedures. She also has extensive experience in representing clients before the National Council for Solving Complaints and the competent courts in public procurement litigation.

During the past 12 years, Iulia has written and spoken widely on public procurement and public-private partnerships, having an extensive publishing activity and also being a constant presence at national and international conferences in the field. She is an associate member of the Procurement Law Academic Network.

Moreover, Iulia was acknowledged by *The Legal 500* as Leading Individual for the PPP and Procurement practice, being characterised as "*outstanding, by international standards*". She is also recommended by *Global Law Experts*, the guide of world's top lawyers, for the Public Procurement field in Romania.

Iulia holds a Bachelor's degree from the University of Bucharest Law School and an LL.M. with distinction in Public Procurement Law and Policy at the University of Nottingham. She also holds a Master's degree in International Relations – Conflict Analysis and Resolution from the National School of Political Studies and Public Administration.

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Bianca is a Partner of VASS Lawyers and acknowledged as an exquisite expert in public procurement and public-private partnerships. Prior to joining VASS Lawyers in 2009, she was a member of the Public Procurement Department in one of the most renowned law firms in Romania.

Bianca has significant experience in public procurement, being involved in complex and high-value public procurement projects, with focus on constructions and real estate, infrastructure, energy, natural resources, utilities and mass-media. She advises contracting authorities and economic operators on the organisation of and participation in award procedures of public procurement contracts, in accordance with the Romanian legislation or EBRD policies, as well as on the challenge of the decisions of contracting authorities. During the past 10 years, she provided legal assistance for hundreds of public procurement procedures, as well as representation before the competent courts of law in projects exceeding EUR 1 billion.

Bianca's professional experience is completed by the publishing of a wide range of articles on public procurement and by the participation to various national conferences.

Bianca holds a Bachelor's degree from the University of Bucharest Law School and a Bachelor's degree from the *Paris I Pantheon Sorbonne University*, French-Romanian Law College of European Studies. In 2008, Bianca obtained a Master's degree in Business Law from the University of Bucharest, Law School.

VASS Lawyers
Straight forward.

During the past 10 years, VASS Lawyers has grown to be the best boutique law firm in Romania specialised in Public Procurement, Concessions and PPP.

The clients and the legal market itself has acknowledged its leading role in the field of public procurement. The Legal 500 EMEA, the independent legal directory of the best law firms in the world drawn up based on clients' feedback, has been recommending VASS Lawyers as a top tier law firm in public procurement and PPP since 2013. According to its 2017 edition, "*VASS Lawyers is 'unquestionably in the top tier of law firms for PPP in Romania'. Iulia Vass 'has built a great team that works like a Swiss watch', handling a range of matters, such as assisting a significant European oil company with a fuel distribution project, and advising an unsuccessful bidder on a €150m road project. Bianca Bello is also involved in much of the key work*".

For the past three years, the Managing Partner Iulia Vass has also been acknowledged by The Legal 500 EMEA as the only Leading Individual for the PPP and Procurement practice in Romania, being recommended as "*outstanding, by international standards*".

As one of the first law firms in Romania specialised in public procurement, VASS Lawyers has advised a wide range of private investors and public bodies upon aspects related to public procurement and PPP projects. The services provided include assistance and representation of economic operators during the public procurement participation process, regarding bids submission, complaints filed during the award procedure of procurement contracts and also during the conclusion, negotiation and performance of procurement contracts.

In its 10 years of practice, the firm worked closely with renowned clients from Romania and international markets such as Japan, Norway, Austria, United Kingdom, Ireland, Germany, the Netherlands, Spain and the United States of America, covering complex sectors of business and industries such as constructions, infrastructure, real estate, utilities, oil&gas, mass-media, IT, environment, defence and energy.