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The Legal Regime of Associations Concluded to Bid for a Public Procurement Contract in Romanian Law

[Reżim prawny stowarzyszeń, które złożyły ofertę o udzielenie zamówienia publicznego, w Rumunii]

Abstract

The legal regime of associations concluded to bid for a public procurement contract in Romania is mainly regulated by Law no. 98/2016 on public procurement and associated methodological norms. These associations, usually formed in the form of a consortium or a temporary association, have several essential characteristics. Entering into an association to bid for a public procurement contract gives economic operators the opportunity to collaborate and leverage their resources and expertise. However, this type of association is subject to a strict legal regime aimed at protecting the public interest and ensuring a proper execution of the contract.

Keywords: association, legal regime, public procurement contract.

Introduction

In Romania, associations with a view to participating in public tenders have a specific legal regime, regulated mainly by public procurement legislation and specific associative legislation, being allowed to form temporary associations between natural or legal persons to participate in public tenders. Depending on the complexity of the project, this form of association is attractive because it allows the combination of resources and expertise of various entities to meet the qualification conditions required in tenders.

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In this context, the steps of the qualitative analysis are to examine the concept of association, identify the applicable legal framework, the purpose of the regulation, examine legal or practical barriers.

Legal Aspects of Associations

The main legal aspects that regulate the associations, such as consortiums¹ or joint ventures,² with a view to participating in public tenders, are:

The legal framework

Law No. 287/2009 on the Civil Code³ provides the general rules for association and operation of partnership contracts.⁴ Law no. 98/2016 on public procurement⁵ regulates the procedures for awarding public procurement contracts and establishes the criteria that economic operators must comply with. In the event that a person considers to have been harmed in one of her rights or in a legitimate interest by an act of a contracting authority, the provisions of Law No. 101/2016 on remedies and appeals in the award of public procurement contracts, sectoral contracts and works concession and service concession contracts, as well as for the organization and functioning of the National Council for the Resolution of Complaints will be applicable.⁶

These rules represent the transposition into national law of the EU directives on public procurement (Directive 2014/23/EU,⁷ 2014/24/EU,⁸ 2014/25/EU⁹) to ensure a uniform framework for application in the Member States.

¹ T. Szanciò, Consortium as an 'entity' in public procurement, JLAS supplement 2024, C.H. Beck, pp. 273–291; K. Kuźma, W. Hartung, Consortia in public procurement, 'Monograph Chapter Colectia Law' 2020, pp. 122–185, <https://doi.org/10.4337/9781789904857.00011>; <https://www.concurrences.com/en/dictionary/Consortium-12192>.

² A. Gheoculescu, Contractul de societate. Teză de doctorat [in progress of publication], p. 43; D. Campbell (ed.), International Joint Ventures – second edition, Mona Musat, Romania 2011.

³ Published in Official Gazette no. 505 of 2011, July 15.

⁴ S. Golub, Asocierea în participație – de la fiducia romană la struțo-cămila română..., 'Revista Romana de Drept al Afacerilor' 2020, 6, pp. 83–114.

⁵ Published in Official Gazette no. 390 of 2016, May 23.

⁶ Published in Official Gazette no. 393 of 2016, May 23.

⁷ Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts, published in OJ L 94, 28.03.2014, pp. 1–64, consolidated version available on <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014L0023-20240101>.

⁸ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, published in OJ L 94, 28.03.2014, pp. 65–242, consolidated version available on <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014L0024-20240101>.

⁹ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC, published in OJ L 94, 28.03.2014, pp. 243–374, consolidated version available on <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02014L0025-20240101>.

The harmonized rules at European level on public procurement associations are an integral part of the European Union's efforts to create a competitive, transparent and non-discriminatory environment in this area.

The method of forming the association

Freedom of association is a fundamental principle in the field of public procurement, which allows economic operators to collaborate to participate in tender procedures. In the context of public procurement in Romania, it is established by Law no. 98/2016 on public procurement, which gives economic operators the right to participate either individually or jointly, by forming an association. The association for participation in public tenders is, as a rule, a form of temporary collaboration between two or more economic operators (legal or natural persons)¹⁰ who wish to pool their resources and capacities in order to be able to fulfil the requirements of the procurement contract. They conclude an association agreement, in which they establish the conditions of collaboration, the responsibilities of each, the participation and liability quotas, the role of leader of the association and the coordination during the contract, which must be presented to the contracting authority.

The legislator places the joint venture¹¹ within the partnership agreement, as a subspecies thereof, thus being applicable to it the provisions of art. 1881–1884 of the Romanian Civil Code. From this perspective the joint venture is the contract by which two or more natural or legal persons undertake to contribute goods, sums of money, specific knowledge or services to the development of a profitable operation, without constituting a legal person, having the obligation to share the resulting benefits and losses, according to the provisions of article 1902 of the Civil Code.¹²

From this definition lies the fact that the joint venture must be studied from the perspective of the contract, and not of the associative structure. It has advantages over other similar institutions, such as the absence of registration and advertising obligations.¹³ This form of association includes detailed clauses to adapt roles and responsibilities according to the requirements of each tender. These clauses allow the partnership to dynamically adjust to the requirements of each contract without having to change the basic structure of the partnership. This approach increases adaptability and efficiency, facil-

¹⁰ I. Didea, D. M. Ilie, M. -M. Georgescu, *Asocierea persoanelor juridice în contractele de achiziții publice. Impedimente și soluții identificate în vederea finalizării unui contract de lucrări*, 'Curierul Judiciar' 2019, 2, pp. 88–95.

¹¹ Fl. A. Baias, E. Chelaru, R. Constantinovici, I. Macovei, *Noul Cod civil – Comentariu pe articole*, C.H. Beck, 2012, p. 1964.

¹² A. Gheoculescu, *Contractul...*, *ibid.*

¹³ L. Săuleanu, *Regimul juridic al asocierii în participație în noul Cod civil*, 'Revista de drept comercial' 2011, 12, p. 134.

itating participation in a larger number of tenders and improving competitiveness.

However, in the event that the partnership agreement is concluded in authentic form or is declared to the tax authority, the occult nature disappears, the associate appointed to manage the association being the one who deals with the third party on his behalf.

The lack of legal personality of the partnership is expressly specified, from the provisions of art. 1951 of the Civil Code resulting in the imperative nature of these provisions. The Civil Code expressly provides through the provisions of art. 1952 the obligation to contribute, this being a condition for the validity of the partnership agreement imposed by the provisions of art. 1882 paragraph 3. In the event that the associate acts on behalf of the association, the legislator introduced, as a measure of protection against third parties, the joint and several liability of the associates, provided that the associate declares this capacity to third parties. The Romanian legislator provides in the provisions of art. 1954 of the Civil Code the contractual freedom of the parties.¹⁴

The association contract, regulated by Civil Code is an essential document within an association of economic operators who wish to participate in a public procurement procedure. This contract established the relations between the parties and the way of collaboration throughout the duration of the tender and, possibly, during the implementation period of the won contract.

Law 98/2016 defines in the article 4 paragraph 1 the concepts of association and partnership for participation in tenders like associations formed by one or more contracting authorities, set up to meet the needs of general interest.

In accordance with the provisions of law 98/2016, art. 172 and the following, the main characteristics of the association contract are:

1. **Regulation of Responsibilities:** The association agreement must contain clear details regarding the roles and responsibilities of each member. This aspect ensures a fair distribution of the tasks and contributions of each partner within the project.
2. **Designation of association leader:** The contract usually includes the appointment of an association leader who represents the association in relations with the contracting authority. This leader coordinates the joint activity and is the main point of contact.
3. **Joint liability clauses:** An essential feature is the establishment of joint and several liability of the members. This means that all members of the association are jointly responsible for the performance of their obligations towards the contracting authority, regardless of the individual contribution of each one.

¹⁴ A. Gheoculescu, Contractul..., p. 44.

4. **Financial and contribution aspects:** The contract must specify how revenues and expenses are shared, as well as the contributions of each member to the realization of the contract, both in terms of material resources and expertise.
5. **How to manage disputes:** It is important that the document includes clauses regarding the resolution of disputes that may arise between members of the association. These may include ways of mediation or arbitration, to avoid blockages in the implementation of the contract.
6. **Duration of the association contract:** The association contract can have a limited duration, usually until the completion of the public procurement contract won. However, the duration can be extended by mutual agreement of the parties, if necessary to complete the assumed obligations.
7. **Modification and termination of the contract:** The association contract must provide for the conditions under which it can be modified, including the situations of adding or withdrawing members. Cases in which the contract terminates, such as a member's default or termination of the main contract, must also be regulated.

This document provides a solid legal basis for collaboration between economic operators and clarifies all aspects related to participation in the public tender. In the absence of a well-structured contract, confusion and disputes can arise that can compromise the success of the association and even the implementation of the contract. In this regard, we have the National Council for Resolving Complaints decision no. 1378/2021.¹⁵ An association was excluded from the tender on the grounds that the association agreement was vague and did not clearly specify the role of each partner. The NCRC supported the contracting authority's decision, stressing that an association agreement must contain a clear description of the roles and responsibilities of each partner and provide for the coordination and execution of the contract. The NCRC found that the lack of such clarification risked leading to problems in the execution of the contract.

During the tender participation phase, the association is not obliged to adopt a specific legal form. However, if their bid is declared the winner, the contracting authority may request that the association become a separate legal entity for the signing and implementation of the contract. This can facilitate contract management and clarify long-term responsibilities.

The transformation of the association into a specific legal form refers to the process by which a temporary association of economic operators, initially created to participate in a public tender or to carry out a specific project, is transformed into a distinct legal entity, such as a company. During the procedure or during the execution of the contract, changing the structure of the association is allowed only under strict conditions. By law, any such change must be noti-

¹⁵ <http://portal.cnsr.ro/decizii.html?a=search&DPD:NumarDeciziePublicat=1378®:registrationDate=-#>.

fied and approved by the contracting authority, and new members must meet the same qualification and integrity criteria as originally imposed.

Liability of associates

According to the legislation, the associations are jointly and severally liable to the contracting authority for fulfilling the obligations of the public procurement contract. The association agreement specifies the role of each associate, including the designation of an association leader who will represent the association in relation to the contracting authority. In case of non-fulfilment of obligations, joint and several liability implies that the contracting authority may require each member of the association to be fully responsible for the non-observed obligations.

The Law no. 98/2016 provides in the art 154 paragraph 3 that the contracting authority is obliged to request the contractor to provide a performance guarantee¹⁶ in an amount of maximum 10% of the contract price, excluding VAT. Also, according to paragraph (4), the performance guarantee must be irrevocable and unconditional.

In this matter, we have for example the Decision of the Bucharest Court of Appeal no. 623/2018.¹⁷ The contracting authority imposed the execution of the performance guarantee on a single member of the association, for the entire amount, due to non-fulfilment of contractual obligations. The court confirmed that all members of the association are jointly and severally liable to the contracting authority, but it can request the enforcement of the guarantee against any member.¹⁸ The Court of Appeal reinforced the principle that joint and several liability allows the authorities to choose the partner from whom they demand compliance with contractual obligations in case of non-compliance.

The qualification capacity of the association

In tenders, the association must meet the qualification and selection requirements imposed by the contracting authority. Each associate can contribute part of the necessary experience, technical and financial resources, and the contracting authority will evaluate the association as a whole, thus allowing it to compete with other economic operators. Technical and financial

¹⁶ C. Voinescu, *Achizitiile publice. Oferta inacceptabila*, Revista Romana de Jurisprudenta 2019, 1, pp. 179–181; A. Tabacu, *Achizitie publica*, 'Revista Romana de Jurisprudenta' 2011, 4, <https://sintact.ro/#/publication/151006480?keyword=Andreea%20Tabacu,%20%20Achizitie%20publica,%20&cm=SFIRST>.

¹⁷ [https://portal.just.ro/SitePages/cautare.aspx?k=decizia 623](https://portal.just.ro/SitePages/cautare.aspx?k=decizia%20623).

¹⁸ <https://achizitiipublice.gov.ro/questions/view/144>.

qualification is an essential requirement in the selection process of economic operators who wish to participate in public procurement procedures, the purpose of this requirement being to ensure that bidders have the ability to perform the contract to the standards imposed by the contracting authority.

In practice, there have been situations where the contracting authority has requested that each member of the association meet the established criteria, but the principle that associations can contribute in a complementary way to meeting the minimum requirements for experience and resources, should be respected. A case which underlines this principle is NCRC decision no. 145/2019.¹⁹ In this case, an association was disqualified because the contracting authority required that each member of the association individually fulfil all the qualification criteria, but the NCRC accepted the association's appeal and determined that it is legal for members to cumulatively meet the qualification requirements, unless the award documentation states otherwise. The same is stated in the NCRC decision no. 276/2020.²⁰ An association challenged a tender documentation that required all members to have specific equipment necessary for the execution of the contract. The NCRC found that this requirement was discriminatory, as it limited the possibility of the partners in the association to distribute their tasks according to each one's specialization. The NCRC decided to modify the documentation to allow cumulative fulfilment of the technical equipment requirement.

Also, within the Decision of the High Court of Cassation and Justice no. 140/2019,²¹ the Court analyzed the experience requirements for a public works contract in which an association participated. The contracting authority requested similar experience for each member of the association. The High Court of Cassation and Justice established that the authority cannot require each member to have individual experience, if this requirement is not explicitly provided for and justified, considering that the association's experience can be accumulated and evaluated as such.

Associations can accumulate resources and expertise to participate in large-scale or complex projects; it ensures flexibility and the possibility of collaboration between entities of different sizes and specializations. On the other side, the joint liability relationship involves additional risks for each member; also, each partner is exposed to the risk of incurring sanctions in case of non-compliance.

¹⁹ <http://portal.cnsr.ro/decizii.html?a=search&DPD:NumarDeciziePublicat=145®:registrationDate=-&page=2#>.

²⁰ <http://portal.cnsr.ro/decizii.html?a=search&DPD:NumarDeciziePublicat=276®:registrationDate=-&page=2#>.

²¹ <https://www.iccj.ro/en/about-institution/the-history-of-the-high-court-of-cassation-and-justice/the-romanian-high-court-of-cassation-and-justice/>.

The fiscal regime of the association²²

The Tax Code²³ is distinguishing between the joint venture and other forms of association without legal personality, such as joint venture, consortium and others, offering more instruments for determining the rules applicable to the association agreements for the execution of public procurement contracts. As described above, the associations are established to meet the qualification requirements related to the financial and economic situation and technical and professional capacity in case where several specialties are needed to for the fulfilment of the contract.

From the analysis of the Law no. 98/2016 and of its methodological norms it results that the association agreement which is part of the bid should indicate rather the actual part of the object of the contract which each member of the association will execute. When the members of a consortium participating together in public tenders do not intend to conclude a joint venture contract and they will not share revenues and expenses, they are not obliged to declare a percentage share of participation, but only the actual part of the public procurement contract which they will execute. If the association agreement operates as a joint venture, the expenses and revenues are accounted separately by one of the associates, according to the provisions of the contract of association in accordance with the provisions of the Accounting regulations and at the end of the reporting period, the expenses and revenues recorded by types are sent based on a statement to each associate for their registration in their own accounts and pays his taxes according to the regime applicable to him.

Termination of the association

After the contract is completed or if a mutual agreement is reached, the partnership can be terminated. The remaining contractual and financial obligations are resolved according to the association agreement and applicable law.

Thus, associations for participation in public tenders represent an efficient solution for companies, but it is essential that they are well documented through a clear association agreement, to ensure transparency and the correct assumption of responsibilities.

²² See A. Bilan, L. Ciobanu, *Legal and Tax Treatment of the Associations for the Participation in Tenders*, 'Perspective of Business Law Journal' 2017, 1.

²³ Law no. 227/2015 regarding Tax Code, published in Official Journal of Romania no. 688 of 2015 Sept. 10, available on https://static.anaf.ro/static/10/Anaf/legislatie/Cod_fiscal_norme_2023.htm.

Compliance with public procurement principles

The most important principles and their implications in the procurement process are:

1. The principle of transparency. Transparency implies that contracting authorities must conduct the public procurement process in an open and accessible manner to all interested parties. This principle ensures that: Relevant information about the procurement procedure, such as specifications, selection and evaluation criteria, is publicly available. Decisions taken by the contracting authority are clearly documented and communicated so that they can be subject to independent verification. Tender notices and tender results are published on the appropriate platforms, such as official websites or in the Official Journal of the European Union (for contracts of European interest).
2. The principle of non-discrimination and equal treatment. This principle requires that all participants be treated equally, without discrimination based on nationality or other irrelevant criteria. The implications are: Free access to the tender for all economic operators who meet the qualification requirements. Objective selection and award criteria that are uniformly applied to all bidders. Exclusion of barriers that could unduly favor certain economic operators.
3. The principle of proportionality. Proportionality means that the requirements imposed by the contracting authority must be proportionate to the object of the contract and not exceed what is necessary for its performance. Examples of application of this principle include establishing qualification and selection criteria according to the complexity and value of the contract. For example, asking for a turnover that is disproportionately high in relation to the value of the contract would violate this principle. The requested documents must be relevant and necessary for the evaluation of the bidders' capacity.
4. The principle of the efficiency of the use of public funds. Contracting authorities must use public funds responsibly and efficiently so as to obtain the best value for money. This involves evaluation of the offer based on established economic and qualitative criteria, such as the lowest price or the most economically advantageous offer; analysis of total costs over the life of the project, not just the initial bid price, to consider long-term sustainability and efficiency.
5. The principle of decision-making transparency and integrity. This principle requires that all decisions be made fairly and with integrity. Contracting authorities must ensure lack of conflicts of interest in the procurement process.²⁴ The adoption of anti-corruption measures to guarantee that the

²⁴ An association was disqualified on the grounds of conflict of interest, after the contracting authority discovered that one of the members of the association had commercial links with a representative of the con-

process is carried out without undue external influences. Justifying important decisions, such as disqualifying a bid or choosing a winning bid, through clear documents and reports.

6. The principle of competitiveness. Competitiveness ensures that the procurement procedure is open to a sufficiently large number of economic operators to stimulate competition and obtain the best procurement conditions.

The implementation of these principles contributes to increasing confidence in the procurement system, reducing corruption and obtaining higher quality services and products for the public benefit.

Electronicization of the Public Procurement Process

Electronicization of the public procurement process seems to be the future for associations and for the entire field of public procurement, and this trend has a number of essential advantages for the efficiency, transparency and accessibility of the procurement process. In the context of the digitalization of public administration and technological evolution, electronicization can bring significant improvements to the way associations participate in public tenders, with a direct impact on the management of offers, cooperation between partners and the relationship with contracting authorities.

1. Simplification of the registration and submission of offers process. Through electronicization, all stages of the procedure – from registration and submission of the offer to the communication of documents and their verification – become faster and easier to manage. This facilitates collaboration between associated partners, who can upload and access the necessary documents directly on dedicated electronic platforms. Digital procurement platforms, such as the Romanian EPPS (Electronic Public Procurement System), allow partners in an association to collaborate more efficiently to prepare and submit bids in one place, without the need for physical travel.
2. Transparency and accessibility of tenders. Electronicization increases the transparency of the public procurement process, providing open access to information related to contract requirements, selection criteria and score allocation. This reduces the risks of favoritism and encourages fair competition. Also, all documents and communications are archived electronically, providing accessibility and traceability. Any partner within the association can check the progress of the procedure and communicate with

tracting authority. The NCRC supported the disqualification, emphasizing the importance of impartiality and transparency in public procurement and the danger of compromising the integrity of the procurement process. (NCRC decision no. 783/2020).

other partners and the contracting authority through the platform, which increases trust and transparency.

3. Improving communication and cooperation between associates: Electronic platforms allow easy and secure communication between partners of an association, allowing the transfer of documents, updating deadlines and monitoring the responsibilities of each partner. In the case of international associations, electronicization eliminates communication and logistical barriers, facilitating collaboration between partners from different countries and access to cross-border tenders. Partners in an association can participate together in international tenders without being limited by geographical distances or the specific legislation of each state.
4. Increasing data security and integrity modern electronic systems use advanced data encryption and security technologies, which provides increased security for confidential information in offers. This is especially essential in the context of associations, where risks related to protecting the know-how of each party may arise. Electronic platforms can thus ensure the protection of documents and sensitive information, minimizing the risks of unauthorized access or data loss.
5. Saving resources and time participating in tenders through electronic platforms involves lower costs and time savings, as it is no longer necessary to prepare and deliver physical documentation. This is a major benefit for associations in which partners need to collaborate remotely. Furthermore, all checks and evaluations of offers can be carried out faster and more efficiently, and the results are available almost instantly, thus reducing waiting times for all participants.
6. Access to information and opportunities on the global market. Electronicization can expand associations' access to international tenders by integrating public procurement platforms from different countries. Associations can thus more easily identify new opportunities and participate in projects from different regions, having access to the specifications and requirements imposed by each contracting authority. Participation in international tenders is much easier and associations can benefit from exposure in new markets, through simple access to a global platform.

Electronicization brings multiple advantages for associations participating in public procurement, contributing to making the process more efficient, transparent and secure. With the help of electronic platforms, associations can more easily participate in tenders, coordinate their efficiently and can access relevant information in real time. These systems also open up opportunities for participation in international tenders and encourage cross-border collaborations, which can bring significant economic benefits to the partners involved. Recent developments show a trend towards digitization and simplification of procurement procedures.

Conclusions

Concluding, an association to participate in a tender in a public procurement contract can offer multiple advantages for the economic operators involved. This strategy allows companies to combine their resources and capabilities, increasing their chances of success in obtaining the contract. Here are the main benefits of such an association:

Consolidation of resources and expertise

The association allows companies to combine their financial, technical and human resources. This is particularly advantageous in the case of complex or large-scale projects, which require a level of expertise and equipment that a single economic operator may not possess. Each member of the association contributes their own specialized skills and knowledge, resulting in a stronger and more complete offering. The partnership may include companies that have specific equipment or technology needed to meet the contract's requirements.

Fulfilment of qualification and selection requirements

Some public procurement contracts impose high technical and financial qualification requirements that a single economic operator may not be able to meet. Associates can pool previous experience, turnover and other criteria necessary for qualification. Each member of the association can contribute to meeting the financial requirements imposed by the contracting authority, thus ensuring better financial stability.

Reduction of risks and distribution of responsibilities

Another important advantage of association is the distribution of risks and responsibilities between partners. The members of the association share the responsibilities related to the execution of the contract, which reduces individual risks and ensures more efficient implementation. In many cases, the members of an association are jointly and severally liable to the contracting authority, which provides additional guarantees regarding the fulfilment of contractual obligations.

Increased flexibility and adaptability

Associations can facilitate adaptation to the specific requirements of a project by distributing tasks between partners. Each member of the association can take on responsibilities according to his expertise, which allows for better organization of work and efficient fulfilment of contractual requirements. An association can respond more quickly to changes that occur during the course of the project, due to the diversity of the skills involved.

Increasing competitiveness

Participation as an association can increase the chances of success in the tender, as the joint offer can be more competitive and better structured. Combining resources and expertise enables the submission of a bid that better meets the requirements of the contracting authority and is more competitive against other individual bids. Association between companies with recognized experience in the field can give more credibility to the submitted offer.

Access to larger and more complex projects

Partnerships provide access to large-scale projects that may be difficult for a single company to handle. The association allows participation in tenders with strict technical and financial capacity requirements, which would otherwise be inaccessible to an individual economic operator. Participation in such projects allows association members to expand their portfolio, which can contribute to a stronger market position in the future.

Abstrakt

Reżim prawny stowarzyszeń zawieranych w celu ubiegania się o zamówienie publiczne w Rumunii jest regulowany głównie przez ustawę nr 98/2016 o zamówieniach publicznych i związane z nią normy metodologiczne. Stowarzyszenia te – zwykle tworzone w formie konsorcjum lub stowarzyszenia tymczasowego – mają kilka zasadniczych cech. Przystąpienie do stowarzyszenia w celu ubiegania się o zamówienie publiczne daje wykonawcom możliwość współpracy oraz wykorzystania swoich zasobów i wiedzy specjalistycznej. Ten rodzaj stowarzyszenia podlega jednak ścisłemu reżimowi prawnemu mającemu na celu ochronę interesu publicznego i zapewnienie prawidłowego wykonania umowy.

Słowa kluczowe: stowarzyszenie, reżim prawny, zamówienie publiczne.

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