

Order of the Minister of Transports no. 290/13.04.2000

ORDER

on the technical authorization of the products and/or services to be utilized in the activities of building, upgrading, maintenance and repairing the railway infrastructure and the rolling stock, for the railway and subway transport

The Minister of Transports,

on the grounds of Art. 7, paragraph (3) letters b) c) and m) of the Emergency Government Ordinance No. 12/1998 on transportation on Romanian Railways and National Society of Romanian Railways reorganization, approved and modified by Law No.89/1999, sequential modifications, as well as of Art.1, paragraph (1) of Government Decision No. 626/ 1998 on the organization and functioning of the Romanian Railway Authority - AFER, approved by Government Decision No. 626/1998.

taking into account the provisions of Art. 70 of the European Agreement stating a jointment between Romania, on the one hand, and European Community and its Member States, on the other hand, signed in Brussels, on 1 February 1993, amended by Romania on the basis of the Law No. 20/1993, as well as of 96/48/CE Directive of European Union Council, on 23 July 1996,

according to the provisions of Art.3, points 6 and 16, and of Art.4, paragraph (3) of the Government Decision No. 263/1999 on the Ministry of Transports organizing and functioning, with sequential rectifications and supplements,

issues the following order :

Art. 1. — (1) In the field of railway and subway transport, products and/or services to be utilized in the activities of building, upgrading, maintenance and repairing of the railway infrastructure and of the rolling stock, in order to be accepted, from the technical point of view, must be performed by technical authorized and monitorized providers, hereinafter referred to as *railway providers*, proving a railway technical homologation or, by case, having a railway technical agreement for each supplied product and/or service.

(2) The authorization and monitorization, from the technical point of view, of the railway suppliers, the railway technical homologation and the issue of the railway technical agreements are performed by the Romanian Railway Authority-AFER, hereinafter referred to as AFER, as designated body by the Ministry of Transports, to assess the products and/or services conformity and to perform railway technical inspection activities in the field of the railway and subway transport.

(3) The technical authorization of the railway providers is done in compliance with the Norms on the authorization, from the technical point of view, of the providers of products and/or services for the railway and subway transport, provided in [Annex No. 1](#).

(4) The form and contents of the authorization of railway suppliers are given in [Annex No. 2](#).

Art. 2. — (1) The domestic products, necessary for performing the activities stipulated in Art.1 that may affect the traffic safety and transport security, the quality of the transport services, human health and environment protection, hereinafter critical railway products, may be obtained only from railway suppliers, if they prove that they detain technical homologation certificate for each supplied product

(2) The supply of services regarding the rolling stock maintenance as well as building, upgrading, repairing and maintenance of the railway and subway transport infrastructure, hereinafter referred as *critical railway services* may be carried out only by the railway suppliers if they prove having a technical agreement for each supplied service.

(3) Are excepted from the provisions of paragraph (2) the services regarding the scheduled repairing of rolling stock (RR, RP, RG, RK), for which the technical homologation is compulsory.

(4) The provisions of paragraph (2) are also applicable for the acquirement of the critical railway products, for which there are no valid technical documents.

(5) The critical railway products and/ or services, imported or supplied by single suppliers, may be acquired from agents that do not possess a railway supplier authorization, if they prove possessing a railway technical agreement for each supplied product and/or service. In case of single suppliers, the railway technical agreement may be requested and obtained by the beneficiary of the respective product and/or service.

(6) The provisions of paragraph (5) are also applicable to the intermediary services for the critical railway products supply.

Art. 3. — (1) The technical homologation for the critical railway products is given by AFER, in compliance with the Norms on the technical homologation of the products and/or services of the railway and the subway transport , given in [Annex No. 3](#).

(2) The form and content of the technical homologation certificate are given in [Annex No. 4](#).

Art. 4. — (1) *The railway technical agreement* is the document granted by AFER in compliance with the Norms for granting of railway technical agreements in the railway and subway transport, given in [Annex No. 5](#).

(2) The form and content of the railway technical agreement are given in [Annex No. 6](#).

Art.5- (1) The authorization of railway provider is issued only if the railway provider commits himself to accept the monitorization if the compulsory technical norms are complied

with for the supply of critical railway products and/or services, through assessment actions and/or through actions of railway technical inspection, by case, at specific periods, performed by AFER.

(2) The railway technical inspection is organized and performed by AFER, in compliance with the Norms on the activity of technical inspection in the railway and subway transport, given in **Annex No. 7**.

(3) The actions of assessment and of railway technical inspection are carried out by AFER on a contract or on an agreement basis concluded with the railway providers.

Art. 6. — The checking and the testing for the assessment of the conformity/ capability of the railway critical products and/or service in view of railway technical homologation, certification or granting of railway technical agreements, by case, will be performed in AFER's laboratories, as well as in other laboratories authorized by it.

Art. 7. — (1) The National Railway Company — “CFR” - S.A., the National Society for Passengers Railway Transport — “CFR Calatori” - S.A., Regional Trade Companies for Passenger Public Railway Transport, the National Society for Freight Transport — “CFR Marfa” - S.A., the Society for Managing Railway Assets — “S.A.A.F.” -S.A., the Trade Company for Subway Transport— “METROREX” Bucharest, as well as other economic agents acting in the field of railway and subway transport, may conclude contracts for the acquirement of the critical railway products and/or services, required for the activities mentioned in Art., only with agents which comply with the provisions of this order.

(2) The reports of technical homologation issued until the 1-st of October 1998 by “The National Society of the Romanian Railways” are valid up to 2 years from the date of entering into force of the present Order, on condition of their endorsement by AFER and on condition the provider agrees to the technical monitoring under Art. 5 paragraph (3).

Art. 8. — **Annexes No.1— 7** are part and parcel of the present Order.

Art. 9. — AFER will carry out the provisions of this Order.

Art. 10. — Non-compliance of the provisions of this Order entails juridical responsibility, according to the law.

Art. 11. — The day of entering into force of this Order, the Minister Order No. 140/1999, on the authorization and technical surveillance of the products and services suppliers in the activities of building, upgrading, maintenance and repair of rolling stock and railway infrastructure, specific to the railway and subway transport, published in the Official Journal of Romania, Part I, No. 206, on the 12 of May 1999, will be repealed together with any other contrary provisions.

Art. 12. — This Order will be published in Part I of the Romanian Official Journal and in AFER Bulletin.

NORMS

on the technical authorization of the providers of products and/or services for the railway and the subway transport

CHAPTER I GENERAL PROVISIONS

Art. 1. — In view of observing the requirements concerning the traffic safety and the transport security, the services quality, human health and environment protection in railway and subway transport, the activities of building, upgrading, repairing and maintenance of the rolling stock and of the railway infrastructure, may be performed only by agents authorized and technically monitorized by AFER, hereinafter referred to as *railway providers*.

Art. 2. — The specialized sub-units, non-legal persons, which belong to the railway undertakings or to railway infrastructure managers, which carry out the activities mentioned in Art.1. are also considered to be railway providers.

Art. 3. — The present Norms refer also to the activities given in Art.1., with reference to the rolling stock and the railway infrastructure belonging to the economic agents which carry out activities of plant railway transport having access to the public and/or private railway network .

Art. 4. — (1) The *Authorization of railway provider* is the document issued by AFER, which certifies that an agent can carry out and provide one or more categories of critical railway products and/or services, complying with the requirements stipulated in the authorization.

(2)The Authorization of railway provider entitles the railway provider to conclude, under the law, contracts for:

- a) the development of a specific sample of the critical railway product / service to be tested and checked in order to be granted the railway technical homologation certificate, or, by case, the railway technical agreement
- b) the provision of critical railway products and/ or services, for which they prove possessing a railway technical homologation certificate, or, by case, a railway technical agreement.

Art. 5. — The Authorization of railway provider is a document having a special character, it is nominal and non-transmissible.

Art. 6. — The owners of the Authorization of railway provider are registered by AFER in the Register of the Railway Providers for railway and subway transport.

CHAPTER II

GRANTING, SUSPENDING OR CANCELLING THE AUTHORIZATION OF RAILWAY PROVIDER

Art. 7. — The Authorization of railway provider, hereinafter referred to as *the authorization*, may be granted to agents, Romanian legal persons, who simultaneously meet the following requirements:

- a. They prove that their field of activity also comprises the critical railway products manufacturing, critical railway services providing, for which they have to be authorized;
- b. they have organizational structures, technical endowments, technical documentation and trained and/or attested personnel, which ensure the efficient implementation of the quality system on the basis of the SR-EN ISO standards series 9000, in view of critical railway products manufacturing and/ or critical railway services providing, for which they have to be authorized;
- c. they prove their experience in the field of manufacturing and providing of critical railway products/ services , for which they have to be authorized or for similar products/ services;
- d. they commit themselves to accept, during the validity period of the Authorization, the technical monitoring carried out by AFER, through assessment actions at specified periods and/or through actions of railway technical inspections, by case;
- e. they prove the payment of the tariffs , corresponding to AFER's services.

Art. 8. — In order to get the Authorization of railway provider, the applicant shall hand in to AFER the following documents:

- a. the application for getting the Authorization; this application shall include:
 - the name of the legal person who makes the application;
 - the address of the applicant's headquarters;
 - the registration number in the Trade Register;
 - the categories of critical railway products and/or services for which he requests the granting of the Authorization;
- b. the legal documents of his setting up as legal person; from which it should result that the making of the products and/or the provision of the services for which he requests the granting of the Authorization, are included in the scope / activity target of the economic agency (copy);
- c. the matriculation certificate at the Trade Register (copy);
- d. the technical memo from which it should result the organizational structure of the agency, the technical equipment, the state-of-the-art technology, the experience in

making of critical railway products and/or services for which he request the granting of the Authorization or for any other similar products, and the implementation level of the quality insurance system, also mentioning the possible certificates of technical homologation or the obtained technical agreements;

- e. the list including the quality system documentation, specific to the agent, or the document issued by AFER or any other certification body accepted by the Ministry of Transports, showing the implementation level of this system, in compliance with SR EN ISO series 9000;
- f. the organizational structure of the agency, mentioning the main tasks of the departments providing the critical railway products and/ or services for which he applied for the Authorization.
- g. the list including the main existent equipment, necessary for the providing of the critical railway products and/or services, for which he applied for the Authorization or for similar services and / or products, by case;
- h. the list of the laboratories, the stands and the special devices used for the checking up and monitorization of the main characteristics relevant , for the safety and security of the railway transports, if it is necessary;
- i. the list of the main sub suppliers identification data, for the components used for supplying the critical railway products and/or services for which he applied for the Authorization;
- j. the list of the main beneficiaries of the critical railway products/services provided by the applicant, and at least one written recommendation of his beneficiaries; this recommendation shall show that the applicant has observed the terms of the contract adequately, including the terms referring to the quality of the products and/or provided services;
- k. the applicant' s statement from which it should result that during the validity period of the Authorization , he commits himself to:

- immediately notify AFER of any change of the data included in the documents presented when he applied for the Authorization;

- observe the compulsory technical and technological rules and norms during all the stages of the carrying out of the products/services stipulated by the Authorization;

- immediately notify AFER on the changes in the beneficiaries list of the provided critical railway products and/or services;

- notify AFER of the starting date and, by case, of the cessation and restarting of the activity of manufacturing and supplying critical railway products and/or services stipulated in the Authorization, in case that the cessation period extends over a 6-month-period;

- accept the technical monitoring carried out by AFER through assessment actions at specific periods of time and/or through actions of railway technical inspections, by case;

- accept that the personnel possessor of the control permit issued by the Ministry of Transports, would make controls to monitorize the way the requirements for keeping the Authorization are complied with;

- l. the proof of the tariff payment afferent to the granting of the Authorization.

Art. 9. — (1) Within 30 days from the receipt of the documents provided by Art. 8, AFER will check if the requirements are complied with, also by an assessment visit at the applicant's headquarters, if necessary, and will communicate in written its decision regarding the granting or not granting of the Authorization. The decision of not granting the Authorization shall be justified.

(2) If, within 13 days from the receipt of the decision of not granting the Authorization, the applicant presents the proof of having removed the non-conformities mentioned in the decision, AFER will issue the requested Authorization. Otherwise, the application is considered to be rejected.

Art. 10 – (1) Validity period of the Authorization may be, by case:

- a. of maximum 1 year from the issuing date, with temporary character
- b. of 5 years from the issuing date, on the condition that it is annually approved by AFER

(2) The temporarily railway supplier authorization is granted to the applicant not-complying the request of Art.7 letter c)

(3) After the expiring date of the temporary validity authorization, if the applicant complies with all the requirements settled in Art.7, an authorization will be granted according to paragraph (1), letter b)

Art. 11. — (1) During the validity period of the Authorization, AFER will monitor the way in which the compulsory technical norms are being complied with, through actions of assessment at specified periods of time and/or through actions of technical inspection, by case. If, during the monitoring period, it is ascertained that one or more conditions which have been at the basis of granting the Authorization are not met, AFER can cancel the granted Authorization.

(2) the authorization can also be canceled if within 6 months from the granting date of the authorization, the agent did not start the activity of carrying out and providing the critical railway products and/or services of the categories stipulated in the authorization, or ceased his activity over more than a 6-month period.

(3) At least 30 days prior to the expiring date of the annually approval of the Authorization, but no later than 45 days, the possessor of the Authorization will ask AFER in writing to grant him a new annual approval. The application will be accompanied by the changed documents from those initially presented at granting of the Authorization, and by the proof of the tariff payment afferent to the granting of the annual approval.

(4) AFER will communicate in writing, within 15 days from the receipt of the application, its decision regarding the granting or not granting of the annual approval of the Authorization. The decision of not granting the Authorization shall be justified. If, within 15 days from the receipt of the decision of not granting the annual approval, the applicant presents the proof of having removed the non-conformities mentioned in the decision, AFER will grant the annual approval; otherwise, AFER will grant the annual approval, or otherwise will suspend the validity of the Authorization.

(5) If, within 90 days from the suspension date of the Authorization, its possessor proves the removal of the non-conformities which led to the suspension of the Authorization, AFER will decide to cease the suspension. Otherwise, AFER will permanently cancel the suspended Authorization.

(6) If the Authorization is canceled, the granting of a new Authorization will be made on the basis of a new application for granting, under Art. 8.

(7) The railway provider whose Authorization was twice canceled will not be granted a new Authorization for 2 years from the cancellation date.

(8) The decision to cancel or suspend the authorization will be communicated in writing by AFER to the beneficiaries mentioned in the list stipulated by Art. 8 , letter j) . The notification note will be sent within 3 days from the issuing date of the respective decision.

CHAPTER III FINAL PROVISIONS

Art. 12. — The possessor of an Authorization is not exempted from the responsibility incumbent on him as regards the quality of the supplied critical railway products and/or services.

Art. 13. — (1) The possible contests against the decision of not granting, suspending or, as the case may be, of canceling the Authorization will be handed in at AFER, within 5 days from the notification of the decision.

(2) The answer to the contests is given by the Management Board of AFER within 30 days from the date of their handing in. The answer to the contest is communicated in writing to the petitioner, within the same limit of time. The decision of the Management Board will be appealed against at the competent Court, according to the Contentious Matter Law No. 29/1990, falling within the competence of the administrative courts, with the latest modifications.

Art. 14. — AFER will issue, on demand, duplicates of the Authorization, in case the Authorization was lost or deteriorated.

Art. 15. — AFER levies tariffs approved by the Ministry of Transports for the activities carried out by AFER as regards the granting, the annual endorsement, the ceasing of suspension, the issuing of duplicates and of the Authorization, according to the laws in force.

Art. 16. — The list of the legal persons to whom AFER granted, suspended or canceled the Authorization, by case , or the list of the legal persons that lost the respective Authorization is published in AFER Bulletin.



ROMANIA
THE MINISTRY OF TRANSPORTS

AUTORITATEA THE ROMANIAN RAILWAY AUTHORITY
FEROVIARA ROMANA – AFER

AUTHORIZATION
OF RAILWAY PROVIDER

Series.....No.....

In compliance with the Government Decision/Order No. 626/1998, and the assessment commission report No., dated....., legal person, having the premises in (locality, street, number, county/district)

....., registered at the Romanian Chamber of Trade and Industry with the number, is authorized to supply, as railway provider, the following categories of critical railway products and/or services:

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....., on the condition that he proves possessing a certificate of railway technical homologation or, by case, a railway technical agreement for each and every provided critical railway product and /or service.

This Authorization is valid till, on condition of being annually approved. The responsibilities/duties and the wrights of the possessor of the Authorization, as well as the annual approvals are specified overleaf.

Issuing date.....

General Manager,
.....
(first name, name and signature)

DUTIES

The possessor of the Authorization has the following duties:

1. To notify immediately the Romanian Railway Authority — AFER about any change of the data included in the documents presented at the granting of the Authorization, about the date of the actual starting, or by case, of the cessation of the activity;
2. To organize and to secure his own control of the manufacturing flux;
3. To accept the monitoring by the Romanian Railway Authority — AFER of the activity of carrying out the categories of products and/or services mentioned in the Authorization, through periodical assessment actions and/or actions of railway technical inspection, and to secure, on demand, the necessary conditions for the carrying out of these actions, work spaces, proper work and protection equipment, control and measurement devices, respectively;
4. To pay the equivalent value of the tariffs approved by the Ministry of Transports for the activities carried out by the Romanian Railway Authority — AFER with respect to the annual approval of this Authorization, the carrying out of the periodical assessment actions and of the railway technical inspection, by case.
5. To update and send to AFER the list of critical railway products and/ or services beneficiaries.

RIGHTS

The possessor of the Authorization has the following rights:

1. To apply for the railway technical homologation certificates or, by case, for the railway technical agreements for the critical railway products and/or services, which are part of the categories mentioned in this Authorization;
2. To conclude, under the law, and by case, economic contracts for supplying of a sample representative for the critical railway products and/or services, from the category mentioned in the Authorization, which are to be checked and tested in view of being granted the railway technical homologation certificate or, by case, the railway technical agreement;
3. To conclude, under the law, economic contracts for supplying of critical railway products and/or services, which are part of the categories mentioned in the Authorization and for which he possesses railway technical homologation certificates and/or , by case, railway technical agreements.

VIZE ANUALE

Valid up to General Manager L.S.	Valid up to General Manager L.S.	Valid up to General Manager L.S.	Valid up to General Manager L.S.	Valid up to General Manager L.S.
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NORMS

on the technical homologation of the products and/or services in the field of railway and subway transport

CHAPTER I GENERAL PROVISIONS

Art. 1. — (1) The products/services in the field of the railway and subway transport, which may influence the traffic safety and the transports security, the transport services quality, the human health or the environment protection, hereinafter referred to as *critical railway products*, can be used in the activities of building, upgrading, repairing and maintenance of the rolling stock and of the infrastructure of railway and subway transport, only if they have previously been technically homologated by AFER.

(2) The new, rebuilt, upgraded or planned repaired railway vehicles (RR, RP, RG, RK) are also part of the critical railway products, by case.

Art. 2. — (1) The railway technical homologation refers to the evaluation of conformity and of using ability, as well as to the validation of the reference technical documentation for the critical railway products and it has as a result the issuing of a railway technical homologation certificate.

(2) The railway technical homologation certificate is granted for:

- a. the certification of a new type of critical railway product, hereinafter referred to as *type technical homologation certificate of the product*;
- b. the conformity certification of a critical railway product for which there is a type technical railway homologation certificate performed by a railway supplier, other than the supplier who has obtained the type technical railway homologation certificate, hereinafter referred to as *manufacturing technical railway homologation certificate of the product*.

Art. 3. — (1) The type or the manufacturing technical railway homologation of the critical railway products is carried out in two stages:

- a. the preliminary technical homologation, which permits the carrying out of a limited number of railway products, in order to perform the checking up and the testing of the product in operation with a view to establishing its using abilities;

- b. the final technical homologation, which permits the carrying out of mass production of the specified critical railway product.

(2) In case of the critical railway products for which the testing of using abilities is unnecessary, the stage of the preliminary technical homologation may be left out.

(3) The railway provider who has been granted the certificate of final type technical homologation certificate for a critical railway product, is also granted the final manufacturing technical homologation certificate for the respective product.

(4) According to the provisions of art.1, in case of the critical railway products stipulated in art.1, paragraph (2), the technical homologation certificates granted for a category of repairs is also valid for its subordinate categories of repairs.

Art. 4. — (1) In the case of the preliminary technical homologation of type or of manufacturing, the validity of the technical homologation certificate is:

- a. of maximum 12 months from the certificate issuing date, having the possibility to extend it for maximum 12 months;
- b. limited to a number of products, without over-passing the 12 month-period from certificate issuing date, having the possibility to extend the number of these products, but without over-passing the maximum 24 month-period from the issuing date.

(2) In the case of the final technical homologation, the technical homologation certificate is valid:

- a. for an undetermined period of time, in case the type technical railway homologation;
- b. for maximum 5 years from the certificate issuing date, for the manufacturing technical railway homologation.

Art. 5. — (1) The technical homologation certificate loses its validity, in case the manufacturing process or the manufacturing technology of the critical railway product is changed; such a change can lead to the modification of one or more features or performances of the respective critical railway product.

(2) The railway providers are bound to apply previously, in writing, for the beneficiary and AFER's approvals, as regards any modification of the manufacturing process or of the manufacturing technology of the technically homologated critical railway product

Art. 6. — The technical homologation certificate is a document having a special character, it is nominal, non-transmissible, and it is granted to the railway providers, on demand, non-discriminately, under these norms.

Art. 7. — AFER keeps the record of the technically homologated critical railway products, distributed on providers, in the Register of the technically homologated railway products.

CHAPTER II

CLASSIFICATION OF THE RAILWAY PRODUCTS

Art. 8. — The concept of *railway product* means any system, subsystem, aggregate, device, component part or computer program dedicated to the rolling stock, rolling track, railway signaling, power supply, control and drive of the railway traffic, maintenance equipment or being connected with more such elements.

Art. 9. — Depending on the consequences' seriousness of a possible damage, implicitly affecting the safety and security of the railway transports, the carrying out of the railway transport, the quality of the services, the human health, the environment protection and/or the maintenance and operation costs, the railway products are divided into the following risk classes:

Class 1 A: Railway products whose damage entails the loss of the safety and security of transports, bringing out the following risks:

- risk of railway accident which may cause injuries to the railway personnel or to the passengers;
- risk of major destruction of the railway equipment or of the transported goods.

Examples:

a. for the rolling stock:

- mounted axles, axle boxes and their component parts;
- draw-gears, couplings, buffing-gears;
- equipment and component parts of the brake systems of any type;
- equipment and component parts of the suspension systems;
- outer access doors;
- bogie frames;
- protection equipment and devices afferent to the electric wiring and electronic devices;
- safety, automatic control devices for speed, speedometers and their component parts;
- safety devices for over-pressure, used at the wagons for fluids and powdered materials transportation.

b. for the railway infrastructure:

- signaling and traffic control installations;
- security relays or other pieces of equipment with similar functions, which are part of the signaling and traffic control installations;
- rail inductors of the Indusi installation or similar installations;
- rails, railway devices and movable beams;
- switch electric mechanisms
- devices for compensating the rail on bridges.

Class 1 B: railway products whose damage causes serious disturbances of the railway operation.

Examples:

a. for the rolling stock:

- any type of traction engines;
- any type of transmission systems;
- control systems and auxiliary services;
- pantographs;
- power transformers;
- oils and lubricants for axel boxes, brake equipment, transmission systems, thermal and electrical engines/machines;
- high tension lead and steam semicouplings;
- equipments and installations for lighting and sound signaling of engine rolling stock;
- wireless installations

b. for the railway infrastructure:

- contact line and its component parts;
- component parts of the CED, CEM, BLA installations, except those provided by Class 1 A;
- rail fixing elements;
- elements of the bridge infrastructure;
- constructive components of the telecommunications and informatic systems, used for marshalling and traffic control activity;
- lighting and acoustic signaling installations for level-crossings.

Class 2 A: railway products whose damage brings about a decrease of the quality of transport conditions, of the environment protection and of the human health.

Examples:

a. for the rolling stock:

- electric accumulators, component elements of the illumination, sonorization, heating and air conditioning systems;
- component elements of the sanitary installations;
- inner doors and windows;
- component elements of the refrigerating plants of wagons.

b. for the railway infrastructure:

- component elements of the power supply installations of the railway electric traction.
- installations and noticing and informing equipments for the passengers.

Class 2 B: railway products whose damage affects the maintenance and operation costs, influencing also the quality of transport.

Examples:

a. for the rolling stock:

- monitoring and diagnosis systems;
- materials and elements of the resistance structure and of the inner equipment;
- anti-corrosive protection materials;

b. for the railway infrastructure:

- anti-corrosive protection materials;
- materials and elements of the resistance structure of the bridges, tunnels, etc.;
- support devices for bridges;
- implements and specialized devices used for the rail and contact line maintenance;
- broken rock for ballast prism.

Class 3: Products for general use and other railway products the damage of which is not perceived by the customers does not seriously affect the traffic safety and the transport security, the quality of the transport services, the healthy and the environment.

Examples:

- materials, elements and components of general usage.

Art. 10. — (1) The railway products of 1A, 1B, 2A and 2B risk classes are considered to be critical railway products; for their usage/supply, the authorization of the providers and the railway technical homologation, as the case may be, are compulsory.

(2)For the critical railway products of 1A risk class, the monitoring through technical inspections is compulsory.

(3)The railway products made up of more components are part of the risk class of the component having the highest risk.

(4)The risk class of a critical railway product is determined by AFER and it is registered in the reference technical document of the respective product and in the technical homologation certificate or, by case , in the railway technical agreement.

(5)For the products which are not part of the category of the critical railway products, AFER will issue the document attesting this fact.

CHAPTER III
GRANTING, SUSPENDING OR CANCELLING
THE TECHNICAL HOMOLOGATION CERTIFICATE

Art. 11. — The technical homologation certificate can be granted to the railway providers, Romanian legal persons, who meet, cumulatively, the following requirements:

- a. they possess a railway provider authorization, valid for the category of critical railway product for which the technical homologation is required;
- b. they possess the essential constructive and technical documentation of the critical railway product (the task manual or the technical specification, the design of the whole ensemble and the design of the main sub-ensemble, the calculation breviary) previously accepted by the final beneficiary/user and approved by AFER;
- c. they possess the technical equipment necessary for carrying out the product subject to the railway technical homologation, in compliance with the conditions stipulated in the technical and technological documentation;
- d. they possess laboratories, stands and/or the special devices necessary for the technologically checking-up and controlling the specific characteristics decisive for the transport safety and security, the environment protection, and services quality and they prove that:
 - in case of preliminary technical homologation, these are now being authorized / certified;
 - in case of final homologation, these are authorized / certified by AFER.
- e. they prove that, in case of the preliminary technical homologation, the prototype of the critical railway product, or, as the case may be, the critical railway products supplied during the validity period of the preliminary technical homologation certificate, hereinafter referred to *zero series*, met the conditions stipulated in the technical reference document;
- f. they have the agreement of the transport operator and/or of the infrastructure manager for performing of tests in operation, in case these tests are necessary for the final homologation of the critical railway product.

Art. 12. — In order to be granted a technical homologation certificate , the applicant shall submit to AFER the following documents:

- a. the application for granting the technical homologation certificate, which shall include:
 - name of the applicant - legal person;
 - applicants locality and headquarters;
 - registration number in the Trade Register;
 - number and date of issuing the authorization;
 - name of the product for which the technical homologation is being required and number of the reference technical document;
 - type and stage of the railway technical homologation;

- b. the reference technical document of the critical railway product (the task manual or the technical specification of the product), the designs of the general ensemble and of the main sub-ensembles, previously authorized by the final beneficiary / user and by AFER;
- c. the technical memorandum of the critical railway product which shall include specifications regarding the application field, the main characteristics and performances, the constructive conception and solutions, the operation, maintaining and repairing, the energy consumptions, the influences on the safety and security of transports, on human health and on the environment, the technology and the main technical equipment necessary for the manufacture technology;
- d. the costing bills provided by the technical rules in force, for choosing and sizing the main constituent elements of the critical railway product, in case of type preliminary technical homologation of the product;
- e. the list including the identification data of the sub-ensembles and of the component parts from the structure of the critical railway product being homologated, which shall be technically homologated as independent critical railway products, in case of preliminary technical homologation, and the identification data of their main suppliers;
- f. the list including the identification data of the sub-ensembles and of the component parts from the structure of the critical railway product subject to technical homologation, which will be considered technically homologated at the same time with the homologation of the respective product;
- g. in case of final technical homologation, the technical homologation documents of the sub-ensembles and of the component parts mentioned in paragraph e);
- h. the checking ups and tests program of the critical railway product, approved by the final beneficiary / user of the product and by AFER, in case of preliminary technical homologation;
- i. the documents which include the results of the carried out checking ups and tests;
- j. the list including the identification data of the respective critical railway product beneficiaries;
- k. the written agreement of the transport operator and/or of the infrastructure manager for the carrying out of the running operational tests, if the case;
- l. in case of preliminary technical homologation, the list including the laboratories, the stands and the special devices for checking up and controlling the main features decisive for the safety traffic and transport security, for the environment protection and services quality, in the product manufacturing process or, in case of final homologation, the list including the identification data of the authorizations / certificates granted for the respective laboratories, stands and special devices;
- m. the report of the preliminary homologation commission and the report on the conduct of the operational prototype and/or of the zero-series, in case of final stage homologation;
- n. the tariff payment proof for the technical homologation.

Art. 13. — (1) AFER will check up the submitted documentation and will notify the applicants, in writing, within 15 days from the date of the receipt of the application for the technical homologation certificate for the respective critical railway product, about its decision to accept the application, the request to complete the documents or, as the case may be, its justified decision to reject the application.

(2) If, within 30 days from the receipt of the notification by which the completion of the document is required, the beneficiary does not remedy the respective non-conformities,

the application is considered to be rejected and the documentation will be returned to the applicant.

(3) If the application for granting the technical homologation certificate was rejected in conformity with the conditions stipulated in the paragraph (1) and (2), the resumption of the technical homologation process will be made under a new application, according to the provisions of Art 12.

Art. 14. — (1) AFER will fix, by consultation with the final beneficiary/user, the structure of the commission for the technical homologation of the respective critical railway product, which may include representatives of the applicant, of the sub-providers, of the designer, of the main beneficiaries/users and of AFER. The attendance to the technical homologation commission meetings is compulsory for the AFER representative, for the applicant railway provider and for at least one beneficiary / user.

(2) The technical homologation commission will be communicated, in writing, by AFER, within maximum 15 days from the decision communication date of the technical homologation application acceptance, at a date which was agreed upon with the concerned parties, as a rule, at the premises of the applicant railway supplier. The chairman of the technical homologation commission is the representative of AFER, and the applicant railway supplier will provide the secretariate of the commission.

(3) The applicant railway supplier will place at the disposal of the members of the technical homologation commission, with at least 5 days before the commission was summoned, the documentation of the product, drawn up under Art. 12, in order to be consulted, at his premises.

(4) The applicant railway supplier shall have the prototype of the critical railway product prototype and the following documents, in order to put them at the disposal of the technical homologation commission, on its demand:

- a. the execution, technological and control documentation;
- b. the technical manual of the critical railway product, operation, maintenance and repairing instructions, spare parts, service;
- c. the conformity statement for the main materials and equipment which were used for the carrying out of the critical railway product;
- d. the minutes of the internal warranty test of the critical railway product and its component parts, draw-up by the applicant railway supplier.

Art. 15. — (1) The technical homologation commission verifies the documents of the technical homologation file of the respective critical railway product, other documents presented on its demand and, as the case may be, the commission requires the carrying out of checking ups on the manufacturing flux or on the prototype, mainly having in view, whether:

- a. the technical document on execution is drawn up by a competent personnel, whether it is endorsed, approved and registered in compliance with the regulations in force;
- b. the technical solutions regarding the building, manufacturing and use of the critical railway product meet the requirements specified in the technical reference document;

- c. the costing bills have been drawn up in compliance with the technical rules in force and the final results are in compliance with the specified requirements;
- d. the checking ups and tests have been carried out in compliance with the checking up and test program of the critical railway product, initially fixed, in compliance with the rules in force, and whether the obtained results meet the requirements stipulated in the technical documentation of the product.
- e. The technical equipment, the personal laboratories, the stands and the existing special devices ensure the manufacturing of the critical railway product meeting the quality conditions required in its technical documentation.

(2)The results of the checking ups carried out by the technical homologation commission are registered in the report of the technical homologation commission; the report shall include the following:

- a. the number of the summoning act of the technical homologation commission, the date and the place of the meeting;
- b. the name of the critical railway product and of the technical reference document;
- c. the risk class of the critical railway product;
- d. the conclusions of the technical homologation commission regarding the documents included in the homologation file;
- e. the conclusions of the technical homologation commission regarding the checking ups of the critical railway product and of the manufacturing processes;
- f. the decision of the technical homologation commission regarding the granting or not granting of the technical homologation certificate;
- g. the distinct opinions of the members of technical homologation commission, if the case;
- h. the structure of the technical homologation commission and the signatures of its members.

Art. 16. — (1) On the basis of the conclusions and of the decision written down in the technical homologation commission' s report, within 5 days from the date when the report was drawn up, AFER issues the technical homologation certificate or, as the case may be, AFER notifies the applicant, in writing, of the justified decision to reject the technical homologation of the respective critical railway product.

(2)If, within 90 days from the date of the receipt of the decision not to grant the technical homologation certificate, the applicant provider proves the removal of the non-conformities mentioned in the decision, AFER issues the requested technical homologation certificate. Otherwise, the application is considered to be rejected, and in order to resume the technical homologation proceedings, a new application, in compliance with the provisions of Art. 12, should be submitted.

Art. 17. — During the validity period of technical homologation certificate, the railway supplier should communicate to AFER, in writing, within maximum 10 days, any change made in the list mentioned in the Art.12, letter j), regarding the identification data of the beneficiaries;

Art.18 - (1) During the validity period of the technical homologation certificate, AFER will monitor the way the requirements are observed, on the basis of which the technical homologation certificate was granted; AFER will do this through assessment actions, at specified periods of time, and/or through technical inspection actions.

(2) If, during the monitoring, it is found that one or more requirements are no longer met, AFER will cancel the technical homologation certificate for the respective critical railway product.

(3) The decision of canceling the technical homologation certificate shall be communicated by AFER, in writing, to the beneficiaries of the respective critical railway product, mentioned in the list stipulated in art.12, letter j). The notification shall be made within 3 days from the issuing date of the respective decision.

(4) If, within 45 days from the decision communication date of the technical homologation certificate, the railway supplier does not prove that he has removed the non-conformities that brought about the decision to cancel the technical homologation certificate, the respective certificate will be canceled.

(5) In case the technical homologation certificate is canceled or it is no longer valid, the granting of a new one can be made only on the basis of a new application, in compliance to the provisions of Art. 12.

CHAPTER IV FINAL PROVISIONS

Art. 19. — Getting a technical homologation certificate does not exempt its possessor from the responsibility incumbent on him as regards the quality of the supplied critical railway products.

Art. 20. — (1) The possible appeals regarding the decision of not granting, suspending or, as the case may be, of canceling the technical homologation certificate shall be handed in to AFER within 5 days from the communication receiving date.

(2) The AFER Management Board shall settle the appeal within 30 days from the date they are handed in. The decision on the settlement of the appeal is communicated in writing to the petitioner within the same period of time. The decision of the AFER Management Board may be contested in Court, in compliance with the Contentious Matter Law No.29/1990, falling within the competence of the administrative courts, with the latest modifications.

Art. 21. — AFER will issue, on demand, in case of loss or deterioration, duplicates of the technical homologation certificate.

Art. 22. — For the activities carried out by AFER, as regards the granting, the cessation of suspension, the issuing of duplicates of the technical homologation certificate for the critical

railway products, AFER levies tariffs approved by the Ministry of Transports, under the regulations in force.

Art. 23. — The list including the legal persons to whom AFER granted, suspended or canceled the technical homologation certificate, as the case may be, or the list including the legal persons that lost the respective certificate is published in the AFER Bulletin.



ROMANIA
THE MINISTRY OF TRANSPORTS
THE ROMANIAN RAILWAY AUTHORITY — AFER

RAILWAY TECHNICAL HOMOLOGATION
CERTIFICATE

SeriesNr.

In compliance with the provisions of the Government Decision No. 626/1998 and with the Report No. of the technical homologation commission, from (date) , it is certified that the critical railway product , manufactured/ repaired , by the legal person....., having the premises in (locality, street, number, county/district)..... , registered at the Romanian Chamber of Trade and Industry, with the number , is corresponding to the technical reference documentation (name, number, date) and it was technically homologated (of type, of manufacture) in (preliminary, final) stage, in order to be used in the field of railway and subway transport.

The critical railway product is part of the risk class..... The main technical characteristics of the critical railway product are stipulated in the annex of this certificate.

This certificate is valid up to (date) , under the following terms:
.....

Date of issuing

General Manager

.....
(first name, name)

The validity period of this certificate is extended until (date)....., under the following terms:.....

Date.....

General Manager

.....
(first name, name)

NORMS

on granting technical agreements in the field of railway and subway transport

CHAPTER I GENERAL CONDITIONS

Art. 1. — (1) The railway products and services, which may affect the traffic and transport security, transport services quality, human health or environment protection, hereinafter referred to as *critical railway products* which are imported or for which there was not defined the fitness for use in the field of railway and subway transport can be used for the activities of building, upgrading, repairing and maintenance of the rolling stock and the infrastructure of the railway and subway transport only on the basis of the technical agreements granted by AFER.

(2) Technical agreements can be granted for the following critical railway products/services :

- a. railway vehicles as well materials, systems, subsystems, equipments and facilities used for building, upgrading, repairing and maintenance of the railway infrastructure and of the rolling stock, procured from import;
 - b. materials, systems, subsystems, equipments and facilities used for building, upgrading, repairing and maintenance of the railway infrastructure and of the rolling stock for which the aptitudes of use in the field of railway and subway transport were not defined ;
 - c. services/works regarding:
 - maintenance of rolling stock for the railway and subway transport;
 - building, upgrading, repairing and maintenance of the infrastructure of the railway and subway transport.
- a. critical railway products/services performed by single suppliers .
 - b. intermediating services of critical railway products supply.

Art. 2. — The *technical agreement* is the document which defines the technical characteristics and performances, as well as the aptitudes of use of the critical railway products and/or services, stipulated in the respective technical agreement.

Art. 3. — The technical characteristics and performances of the critical railway products for which the granting of the technical agreement was requested are determined by laboratory tests, tests and simulations on stalls and in the experimental range, and the fitness for use is determined through check-ups and tests of the respective critical railway products and/or services.

Art. 4. — (1) The technical agreement is issued in the following way, by case:

- a. for a limited number of critical railway products;
- b. for a period of maximum 1 year from the issuing date, with a view to test the critical railway products and/or services fitness of use;
- c. for a period of maximum 2 years from the issuing date, on the basis of the favorable outcomes obtained as a result of testing the critical railway products and/or services fitness of use.

(2) After the expiring of the validity of the technical agreement, the supplier may request, by case:

- a. the prolongation of the technical agreement validity period for maximum 5 years, as regards the services, as well as the imported products;
- b. granting of a new technical agreement;
- c. the technical homologation of the respective critical railway product, on the basis of the reference technical document drawn up by the supplier, appropriated by the beneficiary and approved by AFER

Art.5. — The technical agreement is a document having a special character, it is nominal, non-transferable and it is granted, on demand, to the suppliers of the products and/or services stipulated in Art. 1, paragraph (2).

Art. 6. — AFER keeps the record, in the Register of the Technical Agreements, of the critical railway products and/or services, distributed on the suppliers.

CHAPTER II

GRANTING, SUSPENDING OR CANCELLING THE TECHNICAL AGREEMENT IN THE RAILWAY AND SUBWAY TRANSPORT

Art. 7. — The technical agreement in the railway and subway transport can be granted to the economic agents, who meet cumulatively the following requirements:

- a. they prove that their scope also includes manufacturing or marketing of critical railway products and/or services for which a technical agreement is required,;
- b. they have the approval of the main potential beneficiary to use the respective critical railway product/service
- c. they have a railway provider authorization, in the case of services stipulated in Art.1, paragraph (2), letters b) and c);
- d. they prove that the manufacturer possesses the railway provider authorization and the railway technical homologation certificate or, by case, the technical agreement for the provided products, as regards the services stipulated in Art.1., paragraph (2), letter e);

- e. they have the documentation mentioning the technical characteristics and performances of the product, previously approved by AFER and the final user, as well as the necessary documentation for its understanding, functioning, using, maintenance and repair;
- f. they prove the carrying out of a tests and checking ups program, through which the main technical characteristics and performances of the critical railway product/service have been determined, if necessary;
- g. they prove the results obtained when using identical or similar products for which they requested the technical agreement, in case these products have been used in their country of origin and/or in other countries;
- h. they commit themselves to accept, during the validity period of the technical agreement, the technical monitoring carried out by AFER through assessment actions or, by case, through technical inspection actions, on the manufacturing flux and/or for the activities where critical railway products and/or services are used, for which the technical agreement was requested;
- i. they prove that the manufacturer of the product or the provider of the service has organizational structures, technical equipment, as well as trained and attested personnel, by case, which should ensure the efficient implementation of the quality system on the basis of SR-EN ISO standards series 9000, when providing the services and/or products stipulated in Art.1, paragraph (2), letters a), b) and c);
- j. they prove the payment of the tariffs afferent to the carryings out of AFER

Art. 8. — (1) In order to get the technical agreement, the applicant shall hand in to AFER a file which shall include the following documents:

- a. the application for the technical agreement, which shall include:
 - the name of the requesting legal person;
 - the locality and premises of the applicant or of the applicant's branch offices;
 - the registration number in the Trade Register;
 - the name of the railway product for which the technical agreement is requested;
 - the number and date of issuing of the railway provider authorization, if it is the case;
- b. the certificate of registry at the Chamber of Trade and Industry in the country of origin — only for the foreign providers (copy);
- c. the certificate/attestation issued by AFER or by another certification body accepted by the Ministry of Transports , stipulating the implementation stage of the quality system on the basis of the SR-EN ISO standards series 9000, or the list of the quality system documents of the applicant or, as the case may be, of the manufacturer, for the applicants that do not need the railway supplier authorization, according to the provisions of Art.2, paragraphs (5) and (6) of this Order;
- d. the written agreement of the main potential beneficiary for the use of the respective critical railway product;
- e. the technical presentation memorandum of the critical railway product which shall include mentions regarding the main characteristics and performances, the concept and the constructive solutions, the operation, maintenance and repair, as the case may be, the field of use, the manufacture technology, the energy consumptions, the influences on the traffic safety and transport security, on human health and on the environment;

- f. the list of the main technical equipment, used for the service and/or product manufacture, mentioning the specific characteristics and performances of each endowment, as the case may be;
- g. the technical reference material necessary for supporting the data included in the technical presentation memorandum of the respective critical railway product;
- h. the costing bills, provided by the technical norms in force for choosing and sizing the main elements of the product, if the case;
- i. the documents which include the results of the checking ups and tests carried out for determining the main technical characteristics or the respective product, if the case;
- j. the list including the main beneficiaries of the critical railway products, identical or similar to the products for which the technical agreement is requested, or at least one written recommendation from the part of a beneficiary of the applicant, from which to result the behaviour of the respective critical railway products and that the latter observed the terms of the contract;
- k. the statement from which to result that, during the validity period of the technical agreement, he commits himself to:

- immediately notify AFER about any changing of the data in the documents presented when the granting of the technical agreement was requested;

- immediately communicate to AFER the starting, the cessation and the restarting date of the manufacturing activity and/or of delivery of the critical railway products stipulated in the technical agreement;

- immediately communicate, in written, to AFER the identification data of the beneficiaries of the supplied critical railway products for which the technical agreement was granted;

- observe the provisions stipulated in the technical agreement, regarding the carrying out and the use of the railway products;

- accept the carrying out by AFER, on the manufacturing flux, as well as in the activities where the respective critical railway products are used, of the technical inspection actions and/or of the assessment actions provided by the technical agreement;

- l. the proof of tariff payment for the issuing of the technical agreement.

(2)The documents will be presented in the language in which they have been drawn up, together with their translation into Romanian, if necessary.

Art. 9. — (1) AFER will check up the presented documents and will notify in writing the applicant, within 15 days from the receipt of the application, about the decision of conditioned or unconditioned acceptance of the application for granting the technical agreement or, as the case may be, about the justified decision to reject the granting of the technical agreement.

(2)In case of conditioned acceptance of the application, AFER may request:

- a. the filling in of the presented documentation;
- b. the carrying out of checking ups and tests for the determination of the technical characteristics and of the performances of the respective critical railway product;
- c. the carrying out of the assessment actions to the supplier and on the manufacturing flux of the respective critical railway product.

(3) If, within 30 days from the receipt of the notification regarding the decision of conditioned acceptance of the technical agreement granting application, the beneficiary does not comply with the requirements under paragraph (2), the application is considered to be rejected.

Art. 10. — (1) AFER will communicate in writing to the railway provider, within 15 days from the date of meeting the possible requirements stipulated in Art.9 paragraph (2), its decision regarding the granting or not granting of the technical agreement. The decision of not granting the technical agreement shall be justified.

(2) If, within 30 days from the receipt of the decision communication of not granting the technical agreement, the applicant will present the proof of having removed the non-conformities mentioned in the decision, AFER will grant the requested technical agreement. Otherwise, the application is considered to be rejected.

Art. 11. — (1) During the validity period of the technical agreement, AFER will monitor the way in which the compulsory technical norms are observed, through assessment actions at specified periods of time, and/or through technical inspection actions. If, during the period of monitoring, it is established that one or more of the conditions on which the granting of the technical agreement was based are no longer met, AFER can suspend the granted technical agreement.

(2) If, within 90 days from the suspension date of the technical agreement, the possessor of the technical agreement proves that the non-conformities that induced the suspension were removed, AFER will decide to cease the suspension. Otherwise, the technical agreement will be canceled.

(3) In case of cancellation of the technical agreement, the granting of a new agreement will be made on the basis of a new application, in compliance with Art. 8.

(4) AFER will communicate, in writing, the decision of suspending, of cessation of suspending or, by case, of canceling of the respective technical agreement to the critical railway products beneficiaries, in compliance with the list stipulated in Art.8, letter j). The notification will be made within 3 days from the issuing date of the respective decision.

CHAPTER III FINAL PROVISIONS

Art. 12. — The possession of the technical agreement does not exempt the possessor of the technical agreement from the responsibility incumbent on him regarding the quality of the provided critical railway products.

Art. 13. — (1) The possible appeals of the decision of not granting, suspending or, as the case may be, of canceling the technical agreement shall be handed in at AFER within 5 days from the receipt of the written communication.

(2)The Management Board of AFER gives the answer to the appeals, within 30 days from the date of their handing in. Within the same period of time the decision on the settlement of the appeal will be communicated, in writing, to the petitioner. The Management Board decision of AFER may be sued under the Contentious Matter Law No. 29/1990 falling within the competence of the administrative courts, with the latest modifications

Art. 14. — AFER will issue, on demand, duplicates of the technical agreements, in case the technical agreement was lost or deteriorated.

Art.15. — For the activities carried out by AFER as regards the granting, the re-granting, in case of canceling the suspension, or issuing the duplicates of the technical agreement, as the case may be, AFER levies tariffs approved by the Ministry of Transports.

Art. 16. — The list of the persons to whom AFER granted, suspended or canceled the technical agreement, as the case may be, or the list of the legal persons who lost the respective agreement is published in the AFER Bulletin.



ROMANIA
THE MINISTRY TRANSPORTS
THE ROMANIAN RAILWAY AUTHORITY

RAILWAY TECHNICAL AGREEMENT

Series No.

On the basis of the Report No....., from (date).....of the assessment commission ,it is certified that the critical railway product/service..... carried out/provided by the legal person..... , having the premises in (locality, street, number, county/district), registered at the Chamber of Trade and Industry of....., with the number..... , meets the conditions for use in the field of railway and subway transport.

The presentation of the critical railway product/service, the main technical characteristics and performances, the conditions and the field of use are stipulated in this technical agreement annex.

The risk class of the critical railway product is..... .

This technical agreement is valid up to..... under the following conditions.....

Issuing date.....

General Manager

.....
(first name, name)

This technical agreement validity is prolonged until 1..... under the following conditions:

Date.....

General Manager

.....
(first name, name)

NORMS
on the activity of technical inspection
in the field of railway and subway transport

CHAPTER I
GENERAL PROVISIONS

Art. 1. — For the observance of the requirements concerning the safety and security of the railway and subway transport, AFER will monitor the technical checking up and the observance of the compulsory technical rules in the activities of building, upgrading, repairing, maintenance and operation of the rolling stock and of the railway infrastructure, through actions of technical inspection.

Art. 2. — (1) The technical inspection consists, mainly, of the checking up, by random sampling, on the manufacturing flux, of the critical railway products/services, of the way in which the compulsory technical norms and specifications are observed, which are significant for the safety and security of the railway and subway transport.

(2) The technical inspection is carried out by AFER at the railway providers who have been granted railway technical homologation certificates or, by case, railway technical agreements for the use in the field of railway and subway transport .

(3) The technical inspection is compulsory for the critical railway products and/or services which, in compliance with the provisions in Annex No. 3, are part of the 1A risk class. For the critical railway products/services of 1B, 1AS and 2B risk class, the technical inspection may be done on demand of the respective product supplier or beneficiary, as well as at the Ministry of Transport's request.

CHAPTER II
ACTIVITY MANAGEMENT AND DEVELOPMENT

Art. 3. — (1) The technical inspection is carried out by AFER on the basis of contracts or agreements concluded with the railway providers.

(2) The technical inspection is carried out by AFER's technical inspectors, who are possessors of the special control certificate issued by the Ministry of Transports.

(3)The technical inspection consists mainly in:

- a. checking up, by random sampling, of the compliance with the technical reference documentation of the materials' characteristics, of the constituent parts, the equipment and the facilities used for the manufacture of the critical railway products or for the supply of critical railway services, in the following way:
 - checking up of the accompanying documents regarding quality;
 - checking up of the inscriptions existing on the critical railway products;
 - carrying out of checking ups or tests in the provider's laboratories, AFER's laboratories or other laboratories authorized/attested by AFER;
- b. checking up, by random sampling, of the observance of the contents and order of the execution and control operation, stipulated in the technical documentation of the critical railway product;
- c. participation, by random sampling, at the checking ups, tests and trials carried out by the railway provider, in compliance with the control plan of the critical railway product;
- d. request to repeat some measurements or checking ups which were previously carried out by the railway provider, and to compare the obtained results with those registered previously in the checking up and testing reports and protocols;
- e. checking up, by random sampling, of the measurement and control devices, of the stands and special devices, by means of which the measurement and controlling of some parameters important for the safety and security of the railway and subway transport are secured;
- f. checking up, by random sampling, of the manner of ensuring attested and/or authorized personnel, as the case may be, to be used for carrying out operations or checking ups and trials for which the rules or technical regulations in force provide the certification and/or authorization of the respective personnel;

(4)The provider will secure, on the basis of the contracts or agreements concluded with AFER, the spaces and facilities necessary for the carrying out of the technical inspectors' activity, having permanent tasks within the precincts of the provider' s unity.

Art. 4. — In order to carry out the technical inspection, the provider is bound to place the following at the disposal of AFER' s technical inspector, on the latter' s demand:

- a. the technical and technological documentation of the execution of the respective critical railway product;
- b. the protection equipment, specific for the jobs, necessary for the carrying out of the technical inspection;
- c. the tools and devices necessary for the carrying out of technical checking ups included in the control plan of the critical railway product.
- d. the documents with the obtained results of the checking ups and of the tests done by the provider's personnel, in compliance with the control plan of the critical railway product;
- e. the documents attesting the quality of the materials, of the component elements and of the equipment acquired from the providers and, by case, the documents attesting the status of authorized railway provider of the critical railway products' subsuppliers;

- f. the authorizations/certificates of the personnel for whom, in compliance with the technical and technological norms and specifications in force, their granting is compulsory;
- g. the authorization/ attesting certificates of the laboratories, the stands and the special devices used in the manufacturing process;
- h. the documentation comprising the construction, gauging, maintenance and use of the stands and of the special devices, used for the manufacturing and checking ups of the respective critical railway products;
- i. the list with the beneficiaries and subsuppliers' identification data .

Art. 5. — The provider will ensure the access of the technical inspectors, on their demand, to:

- a. the places of work where the critical railway products or their component parts are carried out, reconditioned or checked up;
- b. the laboratories used for the checking up and testing of the respective critical railway products;
- c. materials and equipment storehouses.

Art. 6. — (1) In case of finding non-conformities in the execution process, AFER' s technical inspectors will notify in writing the railway provider, so that he could take all due measures for their removal.

(2) In case he finds severe or repeated non-conformities, the technical inspector will suggest, in writing and justified, to AFER' s management the suspension or the cancellation, as the case may be, of:

- the authorization of railway provider;
- the technical homologation certificate;
- the technical railway agreement;
- the authorization/certificate of the execution and control personnel;
- the operation authorization of the laboratories used for tests and/or of the technical certificate for the stands for the special devices.

Art. 7. — (1) If finding that the critical railway products are carried out in compliance with the provisions stipulated in the compulsory technical norms and specifications, the technical inspectors act as it follows:

- they approve the conformity statements of the supplied critical railway products;
- mark, by stamping, with a symbol specific to AFER, the railway products for which this marking is provided by the standard technical document;

(2) in order to have the conformity statements of the supplied railway vehicles approved, the railway provider should present the technical card with the technical and identification data of the vehicle, also mentioning the technical homologation certificate, valid for the respective critical railway product.

CHAPTER III

FINAL PROVISIONS

Art. 8. — The unacceptance by the economic agents of the monitoring carried out by AFER through actions of technical inspection and/or actions of assessment represents a good reason for suspending or, as the case may be, for canceling the authorization of railway provider.

Art.9. — The list including the providers and the critical railway products for which AFER secures the technical monitoring through actions of technical inspection is published in AFER Bulletin.

Art. 10. — **(1)** The critical railway products for which AFER ensures the technical monitoring through technical inspection can be delivered or provided, respectively, for use in the activities of railway and subway transport, only if the conformity statements for the respective products are previously approved by AFER.

(2) The approval of the conformity statements for the critical railway products is made by applying a stamp with the mark APPROVED BY AFER (VIZAT AFER) and carrying the identification number of the technical inspector.