

 <div style="display: inline-block; vertical-align: middle; text-align: center;"> <h1 style="margin: 0;">P U B L I C</h1> <h1 style="margin: 0;">P R O C U R E M E N T S</h1> </div>

CONTRACT No. _____

of procurement _____

CPV code: _____

“ ” 20__

_____ (locality)

Seller (Supplier of goods)	Buyer (Contracting authority/financial responsible)	Beneficiary
_____, <i>(full name of the enterprise, association, organization)</i> represented by _____, <i>(position, surname, given name)</i> acting based on _____, <i>(statute, regulation, decision etc.)</i> hereinafter referred to as Seller	_____, <i>(full name of the enterprise, association, organization)</i> represented by _____, <i>(position, surname, given name)</i> acting based on _____, <i>(statute, regulation, decision etc.)</i> hereinafter referred to as Buyer	_____, <i>(full name of the enterprise, association, organization)</i> represented by _____, <i>(position, surname, given name)</i> acting based on _____, <i>(statute, regulation, decision etc.)</i> hereinafter referred to as Beneficiary
_____, <i>(to indicate no. and date of registration in the State Register)</i> on the one hand,	_____, <i>(to indicate no. and date of registration in the State Register)</i> on the other hand,	_____, <i>(to indicate no. and date of registration in the State Register)</i> on the third hand,

all hereinafter referred to as the *Parties*, have concluded this Contract with respect to the following:

- a. Procurement _____,
(name of the good)
 hereinafter referred to as Goods, in accordance with the public procurement procedure of type _____ no. _____ of _____,
 based on the decision of the working group of the contracting authority,
 „____” _____ 20__.

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- b. The following documents will be considered component and integral parts of the Contract:
- a) *Technical specification;*
 - b) *Price specification;*
 - c) *Delivery schedule*
- c. This Contract shall prevail over all other component documents. In case of discrepancies or inconsistencies between the component documents of the Contract, the documents will have the order of priority listed above.
- d. As a consideration for the payments to be made by the Buyer, the Seller hereby undertakes to deliver the Goods to the Buyer / Beneficiary and to remove their defects in accordance with the provisions of the Contract in all respects.
- e. The Buyer hereby undertakes to pay the Seller, as consideration for the delivery of the goods, as well as the removal of their defects, the contract price or any other amount that may become payable according to the provisions of the Contract within the terms and conditions established by the Contract.

1. Object of the Contract

1.1. The Seller undertakes to deliver the Goods in accordance with the Specification and the delivery schedule, which are an integral part of this Contract.

1.2. The Buyer / Beneficiary undertakes, in its turn, to pay and receive the Goods.

1.3. The quality of the Goods is attested by the quality certificates indicated in the Specification. The goods delivered under the contract will comply with the standards indicated in the Specification. When no applicable standard or regulation is mentioned, the standards or other regulations authorized in the country of origin of the products shall be observed.

1.4. The warranty terms of the Goods are indicated in the Specification.

2. Terms and conditions of delivery

2.1. The delivery of the Goods is made by the Seller within the terms provided by the delivery schedule.

2.2. The documentation accompanying the Goods includes:

- a) *The Invoice in original*
- b) *Minutes of delivery-receipt of goods;*
- c) *Bus operation / driving manual, for the driver (for each bus separately);*
- d) *Service manual for each bus separately;*
- e) *Warranty certificate for each bus;*
- f) *Certificate of conformity for the whole lot of buses;*
- g) *The manual of the planned technical revisions and their plan (which will include the nomenclature of labor to be performed at each period or time limit);*
- h) *OBD diagnostic manual with deciphering all fault codes and how to remedy them;*
- i) *Catalog of spare parts and consumables, updated by make, type and lot of buses 6 pcs.;*
- j) *Free lifetime access of buses to the online technical information source provided to the service representatives of the seller for a user for the entire lot of buses;*
- k) *General drawings of the body, electrical installations, electrical switchboards,*

pneumatic installations, engine cooling installation and passenger compartment heating installation, air conditioning system, fuel supply installation, lubrication installation (the given list will also be presented in electronic format);

- l) Manual for use and programming of route indicators, including software with interface in Romanian language;*
- m) Equipment and software for electronic bus diagnostics (provided free of charge by the seller).*

2.3. The originals of the documents provided in point 2.2 shall be presented to the Buyer at the latest at the time of delivery of the goods to the final destination. The delivery of the goods is considered completed when the above documents are presented.

3. Price and payment conditions

3.1. The price of the Goods delivered according to the present Contract is established in USD (American dollars), being indicated in the Specification of this Contract.

3.2. The total amount of this Contract, without VAT, is established in USD (American dollars) and constitutes: _____ USD (American dollars).

(amount in figures and letters)

3.3. The payment for delivered goods will be made in USD (American dollars).

3.4. The method and conditions of payment by the Buyer will be:

3.5. Each bus lot will be paid in full, calculated proportionally to the number of units actually delivered within 30 (thirty) days from the signature of the Bus Reception Minutes for each lot, which are assimilated to the act of delivery and receipt of each lot. Payments will be made within 30 days by bank transfer to the Seller's settlement account indicated in this Contract.

4. Delivery-receipt conditions

4.1. The goods are considered to have been handed over by the Seller and received by the Buyer/Beneficiary if:

- a) the quantity of the Goods corresponds to the information indicated in the List of Goods, the delivery schedule and accompanying documents according to point 2.2 of this Contract;
- b) the quality of the Goods corresponds to the information indicated in the Specification;
- c) the packaging and integrity of the Goods correspond to the information indicated in the Specification.

4.2. The Seller is obliged to present to the Buyer/Beneficiary an original copy of the fiscal invoice with the delivery of the Goods, in order to make the payment. For non-compliance by the Seller with this clause, the Buyer reserves the right to increase the payment term provided in point 3.4 corresponding to the number of days of delay and to be exempted from paying the penalty established in point 10.3.

5. Standards

5.1. The products supplied under the contract will comply with the standards presented by the Supplier in its technical proposal.

5.2. When no applicable standard or regulation is mentioned, the standards or other regulations authorized in the country of origin of the products shall be observed.

6. Obligations of the parties

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- 6.1. Based on this Contract, the Seller undertakes:
- a) to deliver the Goods under the conditions provided by this Contract;
 - b) to notify the Buyer after the signature of this Contract, within 5 calendar days, by telephone / fax or authorized telegram, about the availability of the delivery of the Goods;
 - c) to ensure the appropriate conditions for the receipt of the Goods by the Buyer/Beneficiary within the established terms, in accordance with the requirements of this Contract;
 - d) to ensure the integrity and quality of the Goods for the entire period until their receipt by the Buyer//Beneficiary.
- 6.2. Based on this Contract, the Buyer undertakes:
- a) to take all the necessary measures in order to ensure the receipt within the established term of the Goods delivered in accordance with the requirements of this Contract;
 - b) to ensure the payment of the delivered Goods, respecting the modalities and terms indicated in this Contract.

7. Force majeure

7.1. The parties are exempted from liability for partial or complete non-fulfillment of obligations under this Contract, if it is caused by force majeure (wars, natural disasters: fires, floods, earthquakes, as well as other circumstances which are outside the control of the parties).

7.2. The Party invoking the force majeure clause is obliged to inform immediately (but not later than 10 days) the other Party about the occurrence of force majeure circumstances.

7.3. The occurrence of force majeure circumstances, its beginning and its action period must be confirmed by a certificate duly issued by the competent body in the country of the Party invoking such circumstances.

8. Termination of the contract

8.1. Termination of the Contract may be made by mutual agreement of the Parties.

8.2. The contract may be terminated unilaterally by:

- a) The Buyer in case of Seller's refusal to deliver the Goods provided in this Contract;
- b) The Buyer in case of non-compliance by the Seller of the established delivery terms;
- c) The Seller in case of non-compliance by the Buyer of the payment terms of the Goods;
- d) The Seller or the Buyer in case of failure to resolve the claims submitted under this

Contract by one of the Parties.

8.3. The initiating party of the termination of the Contract is obliged to communicate within 30 working days to the other Party about its intentions in a reasoned letter.

8.4. The notified party is obliged to respond within 15 working days from the receipt of the notification. If the dispute is not resolved within the deadlines set out, the initiating party shall initiate the termination of the contract.

9. Complaints

9.1. Complaints regarding the quantity of the delivered Goods are submitted to the Seller at the moment of their receipt, being confirmed by a document drawn up jointly with the Seller's representative.

9.2. Claims regarding the quality of the delivered goods are submitted to the Seller within 10 working days from the detection of quality deficiencies and must be confirmed by a certificate issued by a neutral and authorized independent organization.

9.3. The Seller is obliged to examine the claims submitted within 10 working days from the date of their receipt and to communicate to the Buyer the decision taken.

9.4. In case of recognition of the claims, the Seller is obliged, within 10 days, to

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deliver additionally to the Buyer the undelivered quantity of goods, and in case of finding the improper quality - to replace or correct them in accordance with the requirements of the Contract.

9.5. The Seller is responsible for the quality of the Goods within the established limits, including for hidden defects.

9.6. In case of deviation from the quality confirmed by the quality certificate drawn up by the neutral independent organization or authorized for this purpose, the expenses for parking or delay shall be borne by the guilty party.

10. Penalties

10.1. The performance guarantee form of the contract agreed by the Buyer is bank guarantee, in the amount of 5% of the value of the contract.

10.2. For the refusal to sell the Goods provided in this Contract, the performance guarantee of the contract shall be forfeited, if it was constituted in accordance with the provisions of point 10.1., otherwise the Seller bears a penalty of 10% of the total amount of the contract.

10.3. For the late delivery of the Goods, the Seller bears material liability in the amount of 0,1% of the amount of the Goods not delivered, for each day of delay, but not more than 5% of the total amount of this Contract. If the delay exceeds 50 days, it is considered a refusal to sell the Goods provided in this Contract and to the Seller will be forfeited the performance guarantee of the contract, if it was established in accordance with the provisions of point 10.1.

10.4. For late payment, the Buyer bears material responsibility in the amount of 0,1% of the amount of unpaid Goods, for each day of delay, but not more than 5% of the total amount of this contract.

11. Intellectual property rights

11.1. The Seller has the obligation to compensate the purchaser against any:

a) complaints and legal actions, resulting from the infringement of some intellectual property rights (patents, names, registered trademarks, etc.), related to the equipment, materials, installations or machinery used for or in connection with the procured products, and

b) damages, costs, fees and expenses of any kind related to, except for the situation in which such a violation results from the observance of the Specifications drawn up by the purchaser.

12. Final provisions

12.1. Disputes that may result from this Contract will be settled amicably by the Parties. Otherwise, they will be sent for examination to the competent court according to the legislation of the Republic of Moldova.

12.2. From the date of signature of this Contract, all negotiations and previously completed documents shall cease to be valid.

12.3. The contracting parties have the right, during the fulfillment of the contract, to agree on the modification of the contract clauses, by additional act, only in case of circumstances that harm their legitimate commercial interests and that could not be foreseen at the date of concluding the Contract. Amendments and additions to this Contract are valid only if they have been made in writing and signed by both Parties.

12.4. Neither Party has the right to transfer its obligations and rights stipulated in this Contract to third parties without the written consent of the other party.

12.5. This Contract is drawn up in three copies in the state language of the Republic of Moldova, one copy for the Seller, one the Buyer and the other for the Beneficiary.

12.6. This Contract is considered concluded on the date of its signature and enters into force on the date of its registration with the State Treasury of the Ministry of Finance, if the financial

sources are allocated from Chisinau municipal budget, or on the date of signature or at a later date indicated in this contract if the management of financial sources is not carried out through the treasury system.

12.7. This contract is valid until:the entire warranty period.

12.8. This Contract represents the agreement of the parties and it takes effect once it is signed by all parties.

12.9. In order to confirm the above, the Parties have signed this Contract in accordance with the legislation of the Republic of Moldova, on the date and year indicated above.

13. Legal, postal and banking data of the Parties

Seller (Supplier of goods)	Buyer (Contracting authority/financial responsible)	Beneficiary
<p>_____ , (full name of the enterprise, association, organization)</p> <p>represented by _____ , (position, surname, given name)</p> <p>acting based on _____ , (statute, regulation, decision etc.)</p> <p>hereinafter referred to as</p> <p><i>Seller</i></p> <p>_____ , (to indicate no. and date of registration in the State Register)</p> <p>on the one hand,</p>	<p>_____ , (full name of the enterprise, association, organization)</p> <p>represented by _____ , (position, surname, given name)</p> <p>acting based on _____ , (statute, regulation, decision etc.)</p> <p>hereinafter referred to as</p> <p><i>Buyer</i></p> <p>_____ , (to indicate no. and date of registration in the State Register)</p> <p>on the other hand,</p>	<p>_____ , (full name of the enterprise, association, organization)</p> <p>represented by _____ , (position, surname, given name)</p> <p>acting based on _____ , (statute, regulation, decision etc.)</p> <p>hereinafter referred to as</p> <p><i>Beneficiary</i></p> <p>_____ , (to indicate no. and date of registration in the State Register)</p> <p>on the third hand,</p>




Registered No .:

Treasury:

Date:

