

Formularul ofertei (F3.1)

Data depunerii ofertei: "13" septembrie 2021

Procedura de achiziție Nr.: ocds-b3wdp1-MD-1627625997781

Anunț/Invitația de participare Nr.: _____

Către: Direcția generală transport public și căi de comunicație

Compania Eximotor SA, declară că:

- a) Au fost examinate și nu există rezervări față de documentele de atribuire, inclusiv modificările nr. _____.
- b) Eximotor SA se angajează să livreze, în conformitate cu documentele de atribuire și condițiile stipulate în specificațiile tehnice și preț, următoarele bunuri/bunuri: Buldoexcavator.
- c) Suma totală a ofertei fără TVA constituie:
- d) 1 495 000 lei
Suma totală a ofertei cu TVA constituie:
- e) 1 794 000 lei
Prezența ofertă va rămâne valabilă pentru perioada de timp specificată în **FDA3.8.**, începînd cu data-limită pentru depunerea ofertei, în conformitate cu **FDA4.2.**, va rămîne obligatorie și va putea fi acceptată în orice moment pînă la expirarea acestei perioade;
- f) În cazul acceptării prezentei oferte, _____
se angajează să obțină o Garanție de bună execuție în conformitate cu **FDA6**, pentru executarea corespunzătoare a contractului de achiziție publică.
- g) Nu sîntem în nici un conflict de interese, în conformitate cu art. 74 din Legea nr. 131 din 03.07.2015 privind achizițiile publice.
- h) Compania semnatară, afiliații sau sucursalele sale, inclusiv fiecare partener sau subcontractor ce fac parte din contract, nu au fost declarate neeligibile în baza prevederilor legislației în vigoare sau a regulamentelor cu incidență în domeniul achizițiilor publice.

Semnat: _____

Nume: Socolova Natalia

În calitate de: Director

Ofertantul: Eximotor SA

Adresa: mun. Chișinău, str. Albișoara 38A

Data: "13" septembrie 2021



REPUBLICA



MOLDOVA

CERTIFICAT DE ÎNREGISTRARE

SOCIETATEA PE ACȚIUNI "EXIMOTOR"
ESTE ÎNREGISTRATĂ LA CAMERA ÎNREGISTRĂRII DE STAT

Numărul de indentificare de stat - codul fiscal
1002600034712

Data înregistrării

12.06.1995

Data eliberării

20.01.2005

Iovu Galina, registrator de stat

Funcția, numele, prenumele persoanei
care a eliberat certificatul

G. Iovu
semnătură

MD 0011311





I.P. "AGENȚIA SERVICII PUBLICE"

Departamentul înregistrare și licențiere a unităților de drept

EXTRAS

din Registrul de stat al persoanelor juridice

nr. 16071 din 19.08.2021

Denumirea completă: **SOCIETATEA PE ACȚIUNI «EXIMOTOR».**

Denumirea prescurtată: **«EXIMOTOR» S.A.**

Forma juridică de organizare: **Societate pe Acțiuni.**

Numărul de identificare de stat și codul fiscal: **1002600034712.**

Data înregistrării de stat: **12.06.1995.**

Sediul: **MD-2024, str. Aerodromului, 15, ap.(of.) 6, mun.Chișinău, Republica Moldova.**

Obiectul principal de activitate:

- 1 Întreținerea și repararea autovehiculelor;**
- 2 Comerțul cu piese și accesorii pentru autovehicule;**
- 3 Comerțul cu ridicata pe bază de tarife sau contracte;**
- 4 Comerțul cu autovehicule;**
- 5 Comerțul cu amănuntul în magazine nespecializate;**
- 6 Importul și (sau) fabricarea, depozitarea, comercializarea angro a substanțelor și materialelor chimice, toxice, articolelor și produselor chimice de menaj;**
- 7 Publicitate;**
- 8 Comerțul cu ridicata al mașinilor agricole, echipamentului și furniturilor, inclusiv tractoare;**
- 9 Importul și (sau) depozitarea, comercializarea produselor de uz fitosanitar și (sau) a fertilizanților;**
- 10 Construcțiile de clădiri și (sau) construcții ingineresti, instalații și rețele tehnico-edilitare, reconstrucțiile, consolidările, restaurările;**
- 11 Comerțul cu ridicata al altor mașini și echipamente utilizate în industrie, comerț și transporturi;**
- 12 Comerțul cu ridicata al mașinilor și echipamentelor pentru industria minieră și construcții.**

Capitalul social: **20000 lei.**

Administrator: **SOCOLOVA NATALIA, IDNP 0961303541877.**

Prezentul extras este eliberat în temeiul art. 34 al Legii nr. 220-XVI din 19 octombrie 2007 privind înregistrarea de stat a persoanelor juridice și a întreprinzătorilor individuali și confirmă datele din Registrul de stat la data de: 19.08.2021.

Specialist coordonator
tel. 022-207-839



CERTIFICAT
privind lipsa sau existența restanțelor față de bugetul public național

Nr. **A2114972** din **06.09.2021**
№ **1844** от

1. Destinația / Назначение

PENTRU PARTICIPARE LA PROCEDURI DE ACHIZITII PUBLICE

2. Date despre contribuabil / Информация о налогоплательщике

Denumirea Наименование	Codul fiscal / Numărul de identificare Фискальный код / Идентификационный номер
EXIMOTOR S.A.	1002600034712
Adresa sediului de bază (strada, numărul) Адрес основного месторасположения (улица, номер)	Codul - Denumirea localității Код - Наименование населенного пункта
Aerodromului nr.15 of.6	0150-SEC.RISCANI

3. Atestarea lipsei sau existenței restanțelor conform datelor Sistemului Informațional Automatizat /
Подтверждение отсутствия или наличия недоимки согласно данных Информационной автоматизированной системы

La data emiterii prezentului certificat restanța față de bugetul public național constituie/ На дату выдачи данной справки недоимка перед национальным публичным бюджетом составляет:
0,00 lei/лей.

4. Valabil pînă la / Действителен до 21.09.2021

5. Autentificarea Serviciului Fiscal de Stat / Подтверждение Государственной налоговой службы

Șef adjunct al DGACM

Funcția/Должность

L.Ș/ М.П.

Executor: **E. Cojocaru, tel. 82-34-26**
Numele și prenumele/Фамилия и имя



Nina GHENCIU

Numele și prenumele/Фамилия и имя



Este extras din Sistemul Informațional al SFS SIA „Contul curent al contribuabilului” / 06.09.2021 ora 8:04:54
cu aplicarea prevederilor pct. 82-83 Ordin IFPS nr.400 din 14.03.2014 (Monitorul Oficial 72-77/399, 28.03.2014)

NOTA (0,00)



ProCredit Bank

B.C. "ProCredit Bank" S.A., bd. Ștefan cel Mare și Sfânt, 65, of. 901, Chișinău, MD-2001, Republica Moldova

Către: EXIMOTOR SA

№ 13-219

10 August 2021

CERTIFICAT

Prin prezentul, B.C. ProCredit Bank S.A. confirmă precum că EXIMOTOR SA (c/f 1002600034712), la data de 09 August 2021 are deschise următoarele conturi bancare:

Cod IBAN	Tipul contului	Denumirea valutei
MD08PR002251130060160201	Cont curent	MDL
MD72PR002224130060160302	Cont curent	USD
MD54PR002224020725001978	Cont curent	EUR
MD35PR002224020725001156	Cont curent	CNY
MD34PR002224130060160404	Cont curent	RUB
MD45PR002224020725001946	Cont curent	RON
MD84PR002224020725001826	Cont curent	GBP

Expert Servicii Bancare

Sucursala nr. 2 Chisinau

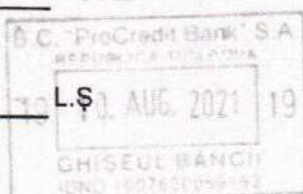
B.C. ProCredit Bank S.A.

Calin Stefan Poine

numele, prenumele ESB

[Signature]

semnătura



Executor: Doros Alina

Tel. 0800000010

B.C. "ProCredit Bank" S.A.*

Forma juridică de organizare Societate pe acțiuni

Numărul înregistrării de stat 1007600059183

Sediul bd. Ștefan cel Mare și Sfânt 65, of. 901, Chișinău, MD-2001

Republica Moldova

*B.C. "ProCredit Bank" S.A. este înregistrată în calitate de operator de date cu caracter personal sub numărul 0000018.

Președinte al Comitetului de Conducere Olga Bulat

Capitalul social 406 550 000 lei

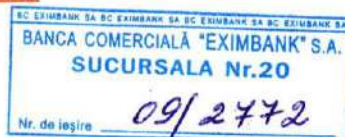
Telefon 0800 000 10

mda.office@procredit-group.com

www.procreditbank.md



EXIMBANK



10. SEP. 2021

Beneficiar: Direcția generală transport public și căi de comunicație

Oficiul Băncii: BC „EXIMBANK” SA, sucursala nr. 20,
mun. Chișinău, bd. Ștefan cel Mare și Sfânt 171/1

Data emiterii: 10.09.2021

GARANȚIE DE OFERTĂ Nr. 10396/12

Stimați Domni,

B.C. "Eximbank" S.A., număr de identificare de stat – cod fiscal 1002600010273, adresa: MD2004, Republica Moldova, mun. Chișinău, bd. Ștefan cel Mare și Sfânt, 171/1, numit în continuare Garant, a fost informată că S.A. „Eximotor” (numit în continuare „Ordonator”) urmează să înainteze oferta către Dvs. la data de 13.09.2021 (numită în continuare „ofertă”) pentru buldoexcavator, conform licitației publice nr. ocds-b3wdp1-MD-1627625997781 din 13.09.2021.

La cererea Ordonatorului, noi, B.C. "Eximbank" S.A., ne asumăm un angajament de plată față de Direcția generală transport public și căi de comunicație, numit în continuare Beneficiar, în sumă sau sume ce nu depășesc în total suma de 29 900-00 (douăzeci și nouă mii nouă sute) lei 00 bani.

Angajamentul Garantului este valabil în una din următoarele situații:

- dacă după expirarea termenului de depunere a ofertei, Ordonatorul își retrace sau își modifică cererea;
- fiind anunțat de către autoritatea contractantă, în perioada de valabilitate a ofertei, despre adjudecarea contractului: (i) eșuează sau refuză să semneze formularul contractului; sau (ii) eșuează sau refuză să prezinte garanția de bună execuție, dacă se cere conform condițiilor procedurii de achiziție, ori nu a executat vreo condiție specificată în documentele de atribuire, înainte de semnarea contractului de achiziție.

Garantul își asumă angajamentul de a plăti Beneficiarului în limita sumei menționate mai sus, după primirea cererii de plată în scris a Beneficiarului garanției, fără prezentarea documentelor doveditoare, cu condiția menționării în cererea de plată a faptului realizării a uneia sau mai multor situații din cele expuse mai sus.

Orice plată efectuată pe această garanție, va avea ca efect reducerea proporțională a angajamentului Garantului.

Această garanție va expira în cazul în care ofertantul devine ofertant câștigător, la primirea de către noi a copii înștiințării privind adjudecarea contractului, în urma emiterii Garanției de bună execuție eliberată către Dvs. la solicitarea Ordonatorului.

Prezența garanției intra în vigoare la data 13.09.2021 este valabilă până la data de 13.12.2021 și expiră în totalitate în mod automat în cazul în care cererea Dvs. de plată scrisă, nu ne parvin până la această dată inclusiv, indiferent dacă prezenta Garanție ne este restituită sau nu.

Toate litigiile apărute pe parcursul realizării prezentei garanții, se soluționează în conformitate cu legislația în vigoare a Republicii Moldova.

Cu respect,

Oprea Elena

Director adjunct, Sucursala nr. 20



Mun. Chișinău	„20” August 2020	г. Кишинев	«20» Августа 2020 г.
<p>S.A. «EXIMOTOR», în persoana directorului general Socolova Natalia, care activează în temeiul Statutului, denumit în continuare «Văzător», pe de o parte și «Radeva-Grup» SRL în persoana directorului Brasoveanu Anatolie care activează în temeiul Statutului, denumit în continuare «Cumpărător» pe de altă parte au încheiat prezentul Contract asupra următoarelor:</p> <p>1.1. Vănzătorul se obligă să livreze, iar Cumpărătorul să plătească și să primească o unitate de Excavatorul de model JCB 3CX Sitemaster Eco denumit în continuare (Marfă) conform următoarelor specificații:</p>		<p>S.A. «EXIMOTOR», в лице генерального директора Соколова Наталья Дмитриевна, действующего на основании Устава, именуемое в дальнейшем «Продавец», с одной стороны, и «Radeva-Grup» SRL в лице директора Brasoveanu Anatolie, действующего на основании Устава, именуемый в дальнейшем «Покупатель» заключили настоящий Contract о нижеследующем:</p> <p>1.1 Продавец обязуется поставить, а Покупатель оплатить и принять Экскаватор JCB 3CX Sitemaster Eco именуемый в дальнейшем (Товар) согласно следующей спецификации:</p>	
1. OBIECTUL CONTRACTULUI.		1. ПРЕДМЕТ ДОГОВОРА.	

№ п/п	Наименование	Цена ед. с НДС, EUR	Кол-во	Общая стоймость с НДС, EUR	Условия поставки
1	Погрузчик JCB 3CX Sitemaster Eco Комплектация: <ul style="list-style-type: none"> • Мощность двигателя (68,6 кВт / 92 л.с.) • КПП (механическая) • Челюстной погрузочный ковш, объемом - 1,0 м³, 6в1; Nr.2 furci pentru paleți; • Экскаваторные ковши —400, 800 mm.; • Система SRS; • А/С - кондиционер; • Экскаватор является новый г/в 2020 г.; • Производитель JCB Sales ltd —UK (сборка Англия); 	72 250, 00	2	144 500, 00	Склад продавца г. Кишинев, ул. Лунка Быкулуй, 41/1

2.COSTUL, SUMA TOTALĂ A CONTRACTULUI.

- 2.1.** Costul unei unități **Excavatorul de model JCB 3CX Sitemaster Eco** cu TVA (20%) constituie **72 250, 00 (Șaptezeci și două mii două sute cincizeci) Euro.**
- 2.2.** Suma totală a prezentului contract constituie **144 500, 00 (O sută patruzeci și patru mii cinci sute) Euro.**

3.CONDIȚII ȘI TERMENI DE LIVRARE.

- 3.1.** Livrarea mărfii: Septembrie - Octombrie 2020.
- 3.2.** Avansul pentru confirmarea comenzii în mărime de **100 000, 00 (o sută mii) euro** va fi transferată în decurs de 3 zile calendaristice din momentul semnării contractului.
- 3.3.** Suma restantă în mărime de **44 500, 00 (treizeci și două mii) euro**, va fi transferată în momentul înștiințării clientului a utilajului pentru transmitere.

4. CONDIȚII DE PLATĂ

- 4.1** Plățile se efectuează în lei MDL la cursul commercial (curs vânzare) al BC ProCreditBank în termen de 3 zile bancare din momentul semnării prezentului contract direct la contul bancar al Vănzătorului conform rechizitelor bancare:
c/f. 1002600034712, cod TVA 0603690,
Cod IBAN MD08PR002251130060160201,
PRCBMD22.

2. ЦЕНА, ОБЩАЯ СУММА КОНТРАКТА.

- 2.1.** Цена одного **Экскаватор JCB 3CX Sitemaster Eco** с учетом НДС (20%) составляет **72 250, 00 (Семьдесят две тысячи двести пятьдесят) Евро.**
- 2.2** Общая сумма настоящего контракта составляет **144 500, 00 (Сто сорок четыре тысячи пятьсот) Евро.**

3. УСЛОВИЯ И СРОКИ ПОСТАВКИ.

- 3..1** Поставка товара: Сентябрь - Октябрь 2020 г.
- 3.2.** Аванс за подтверждение заказа в размере от общей суммы, **100 000, 00 (сто тысяч) Евро**, будут перечислены в течение 3 дней с момента подписания договора.
- 3.3.** Оставшуюся сумма **44 500,00 (сорок четыре тысяч пятьсот) Евро**, будут перечислены с момента уведомления клиента к готовности техники к передаче.

4. УСЛОВИЯ ПЛАТЕЖА

- 4.1.** Платежи осуществляются в леях РМ по коммерческому курсу (курс продаж) КБ ProCreditBank в течение 3-х банковских дней с момента подписании контракта, путем прямого банковского перевода на расчетный счет Продавца по следующим реквизитам:
c/f. 1002600034712, cod TVA 0603690, Cod IBAN MD08PR002251130060160201, PRCBMD22.

5. CALITATEA MĂRFII.

5.1. Calitatea mărfii livrate conform prezentului contract trebuie să corespundă deplin condițiilor tehnice corespunzătoare ale uzinei producătoare și normelor industriale ale țării producătoare.

6. ELIBERAREA ȘI RECEPȚIONAREA MĂRFII.

6.1 Marfa se consideră eliberată de către Vânzător și recepționată de către Cumpărător:

6.1.1. După calitate – conform condițiilor tehnice în vigoare (CT) ale uzinei

6.1.2. După cantitate – conform numărului de locuri, indicate în documentele de însoțire.

6.2. Executarea p.p.6.1.1., 6.1.2 este confirmată prin semnarea actului de primire-predare (Anexa nr.1 în momentul transmiterii mărfii.

7. GARANȚIA CALITĂȚII.

7.1. Termenul de garanție pentru Buldoexcavator este stabilit de către Vânzător care constituie 18 (optsprezece) luni (începând cu data transmiterii lui Cumpărătorului).

7.2. Garanția stabilită de către Vânzător nu se răspindește asupra pieselor de schimb și nu se referă asupra uzurii normale, tot odată și apărute în rezultatul exploatării incorecte sau din neglijență sau exploatării excesive, folosirea articolelor cu încălcarea destinației, nerespectării de către Cumpărător a instrucțiunilor tehnice ce se referă la montarea și/sau punerea în funcțiune, exploatare și deservire a Mărfii.

7.4. Pentru recunoașterea obligațiilor garanției la defectele, depistate în timpul perioadei de garanție Cumpărătorul e necesar de îndeplinit următoarele condiții:

7.5. Buldoexcavatorul trebuie să fie exploatat în corespundere cu cerințele descrise în Instrucțiunea de exploatare a carnetului de deservire și prezentului Contract.

7.6. În timpul perioadei de garanție este necesar ca Buldoexcavatorul regulat (în termenii menționați în Carnetul de deservire) să treacă deservirea tehnică. Lucrările de deservire tehnică se efectuează conform înțelegerii în prealabil cu SDT (Vânzătorul), cu înscriere în prealabil la DT.

7.7. Lucrările de deservire tehnică sunt cu plată. Costul lucrărilor menționate cât și costul materialelor consumate în procesul deservirii sunt achitate de către Cumpărător conform prețului și prais-list aprobate de către Vânzător.

7.8. În caz de încălcare de către Cumpărător a cerințelor stipulate în p.7.4 al prezentului Contract, Vânzătorul este eliberat de obligațiunile de garanție asupra Buldoexcavatorului realizat.

8. RĂSPUNDEREA PĂRȚILOR.

8.1. În cazul încălcării obligațiilor privitor executării condițiilor prezentului Contract, partea vinovată poartă răspundere materială în conformitate cu legislația în vigoare de pe teritoriul Republicii Moldova.

8.2. În cazul nerespectării termenului de plată menționat în p.4.1. al prezentului Contract, Vânzătorul este în drept să prelungească termenul de livrare a

5. КАЧЕСТВО ТОВАРА.

5.1. Качество поставляемого по настоящему Контракту товара должно полностью соответствовать техническим условиям завода-изготовителя и промышленным нормам страны-производителя.

6. СДАЧА И ПРИЕМКА ТОВАРА.

6.1 Товар считается сданным Продавцом и принятым Покупателем:

6.1.1. По качеству – согласно действующих технических условий (ТУ) завода-изготовителя Товара и промышленным нормам страны-производителя.

6.1.2. По количеству – согласно количества мест, указанного в отгрузочных документах.

6.2. Выполнение п.п. 6.1.1, 6.1.2 сопровождается подписанием акта Приемки-передачи (Приложение №1) при передаче товара.

7. ГАРАНТИЯ КАЧЕСТВА.

7.1. Установленный Продавцом для данного Экскаватора Погрузчика гарантийный срок составляет 18 (восемнадцать) месяцев (начиная с момента передачи его Покупателю).

7.2. Гарантия Продавца не распространяется на быстроизнашивающиеся запасные части и не относится к естественному износу, а также ущербу, возникшему в результате неправильного или небрежного обслуживания или чрезмерной нагрузки, применения изделия не по назначению, а также несоблюдения Покупателем технических инструкций, касающихся монтажа и/или пуска в эксплуатацию и обслуживания Товара.

7.4. Для признания гарантийных обязательств по дефектам, обнаруженным в течение гарантийного периода, Покупателю необходимо выполнить следующие условия:

7.5. Экскаватор Погрузчик должен эксплуатироваться в соответствии с требованиями, изложенными в Инструкции по эксплуатации, Сервисной книжке и настоящем Контракте.

7.6. В течение гарантийного периода Экскаватора Погрузчика должен регулярно (в сроки, указанные в Сервисной книжке) проходить сервисное обслуживание. Работы по сервисному обслуживанию производятся по предварительной договоренности с СТО (Продавцом), запись на ТО производится заранее.

7.7. Работы по сервисному обслуживанию являются платными. Стоимость этих работ, а также стоимость используемых в ходе обслуживания расходных материалов, оплачиваются Покупателем в соответствии с утвержденными Продавцом расценками и прайс-листами.

7.8. При нарушении Покупателем требований п.7.4 настоящего Контракта Продавец освобождается от гарантийных обязательств по проданному Экскаватору Погрузчику.

8. ОТВЕТСТВЕННОСТЬ СТОРОН.

8.1. В случае нарушения обязательств по исполнению условий настоящего Контракта, виновная сторона несет имущественную ответственность в соответствии с законодательством, действующим на территории Республики Молдова.

8.2. В случае несоблюдения срока оплаты указаны в п. 4.1., продавец в праве продлить срок поставки товара на количество дней просроченных покупателем

mărfii conform numărului de zile întârziate din vina Cumpărătorului.

8.3. În cazul nerespectării termenului de livrare suma contractului se micșorează cu 0,1% din suma contractului pentru fiecare zi de întârziere.

8.4 În cazul nerespectării termenului de plată menționat în p.4.1.al prezentului Contract, Cumpărătorul plătește Vanzătorului o penalitate în mărime de 0,1% din suma Contractului pentru fiecare zi de întârziere.

9. ARBITRAJ.

9.1 Toate litigiile (pe fiecare articol al Contractului), care vor apărea din prezentul Contract sau cu prilejul lui, părțile vor tinde să le rezolve prin negocieri.

9.2 Toate litigiile, asupra cărora părțile nu vor ajunge la o înțelegere vor fi examinate de către instanțele judecătorești competente din Republica Moldova, conform legislației în vigoare al Republicii Moldova.

10. ALTE CONDIȚII.

10.1 Toate negocierile și corespondența, efectuată anterior semnării prezentului Contract vor fi considerate nevalabile din momentul semnării prezentului Contract. Nici una din părți nu este în drept să transmită drepturile și obligațiunile sale contractuale unei terțe fără acordul în scris al altei părți.

10.2 Părțile imediat se informează bilateral despre modificările adreselor și a rechizitelor.

10.3 Prezentul Contract intră în vigoare din momentul semnării lui de către părți și este valabil pînă la executarea de către ambele părți a tuturor obligațiilor.

10.4 La prezentul Contract dispune de anexa nr.1 (Act de primir-predare), care este parte integrantă al Contractului.

8.3. В случае несоблюдения сроков поставки сумма контракта уменьшается на 0,1% от общей стоимости, за каждый день просрочки.

8.4. В случае неисполнения срока платежа, указанного в настоящем Договоре п.4.1. Покупатель уплачивает Продавцу штраф в размере 0,1% от суммы контракта за каждый день просрочки.

9. АРБИТРАЖ.

9.1. Все споры (по каждой статье Контракта), которые могут возникнуть из настоящего Контракта или по его поводу, стороны будут стремиться разрешить путем соглашения.

9.2. Все споры, по которым стороны не достигнут согласия, рассматриваются в компетентной судебной инстанции Республики Молдова.

10. ПРОЧИЕ УСЛОВИЯ.

10.1 Все переговоры и переписка, предшествующие подписанию настоящего Контракта, считаются недействительными с момента подписания настоящего Контракта. Ни одна из сторон не имеет права передачи своих прав и обязательств по Контракту третьему лицу без письменного на это согласия другой стороны.

10.2 Стороны незамедлительно информируют друг друга об изменении адресов и реквизитов.

10.3 Настоящий Контракт вступает в силу с момента его подписания сторонами и действует до момента исполнения всех обязательств обеими сторонами.

10.4 Настоящий Контракт имеет Приложение №1 (Акт Приемки-передачи), которое является его неотъемлемой частью.

11. ADRESA JURIDICĂ, RECHIZITELE BANCARE

Vînzător	Cumpărător
«EXIMOTOR» S.A.	«RADEVA-GRUP» SRL
MD-2005, Republica Moldova mun. Chișinău, str. Albișoara, 38A. Cod IBAN MD08PR002251130060160201, c/f. 1002600034712, cod TVA 0603690, PRCBMD22. Tel. / fax (22) 407-546. GSM. 0691 37 750 e-mail: director@coleso.md , eximotorjcb@gmail.com	Adresa juridică: MD- 2052, Republica Moldova, mun. Chișinău, str. Maria Drăgan, 11a, c/f 1009600015325, cod TVA 0306364 Cod IBAN MD53PR002224189448001498 BC "ProCreditBank" S.A., c/b PRCBMD22 Tel. /, GSM. +373 691 35 969 e-mail:
Director  / N. Socolova 	Director  / A. Brașoveanu 

Reference No. GenV/5-DMI/2021

Supply Contract

Project Number 6541-02/2017; DevRAM contract number: 005/2021

concluded by and between the Austrian Development Agency, a company with limited liability, registered in the Companies' Register at the Commercial Court Vienna under FN 243529 g, having its registered office in Vienna and its business address at Zelinkagasse 2, 1010 Vienna, Austria, as Purchaser (hereinafter "ADA" or "*Purchaser*"), as the party of the first part,

and EXIMOTOR SA, registered at the State Registration Chamber (Public Service Agency) under register no. 1002600034712 (IDNO), having its registered office in 15, ap 6, Aerodromului street, Chisinau town, Republic of Moldova, MD-2024, as Seller (hereinafter "*Seller*"), as the party of the second part,

and Municipal Enterprise "Apa Canal Cantemir", registered in the Register of Legal Entities maintained by the Public Services Agency under register no. 1004603000897, having its registered office at 2, Trandafirilor street, MD-7301, town of Cantemir, Republic of Moldova (hereinafter "*Water Utility*") as the party of the third part.

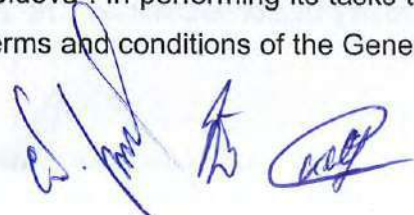
Section 1 **Contractual Object**

Object of the Contract are the following goods, which shall be delivered by the Seller to the Purchaser:

one backhoe loader (JCB 4CX Sitemaster Eco) including 3 backhoe buckets, 1 front shovel, 1 hydraulic hammer, spare parts and other components according to Annex C, and the following additional services, which shall be provided by the Seller: one day training.

The goods shall be delivered with all accessories and spare parts, which are stated in the Offer (Annex C).

The Seller acknowledges that this contract is concluded in the framework of the EU-funded Project "Development of Rural Areas in the Republic of Moldova". In performing its tasks the Seller therefore shall take into consideration the relevant terms and conditions of the General



Conditions to the European Union Delegation Agreement 6541-00/2017 (ADA Identification Number), concluded between ADA and the European Union (Annex D, hereinafter "Delegation Agreement").

Section 2

Supply Agreement

The Seller sells and delivers the goods further described in Section 1 and the Purchaser buys these goods for the property of the Water Utility.

The goods shall be delivered to the following address: Republic of Moldova, raion Cantemir, Cantemir town, Trandafirilor 2 street, Postal Code: MD-7301

The goods (backhoe loader) shall be registered in the name of and handed over to the Water Utility (Întreprinderea Municipală Apă Canal Cantemir).

The delivery of the goods as well as the performance of any additional services shall be conducted not later than 100 calendar days after the contract is signed by the last party of the contract.

The Water Utility undertakes to comply with the obligations in Annex E.

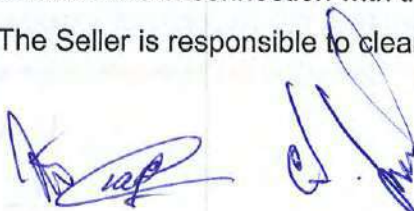
Section 3

Packaging and Delivery

(1) The goods, which are subject of this Contract, shall be packaged in robust boxes or in any other way of packaging, which guarantees the complete integrity of the goods and protects from any damages whatsoever. The Seller shall obtain ownership over the packaging, if not stipulated otherwise in this Contract or its Annexes.

(2) The delivery shall take place at the address stated in Section 2. The Purchaser reserves the right to change the delivery address in due course. The transportation costs shall be adapted accordingly by mutual consent in case of a delivery address change.

(3) The delivery shall be conducted according to the Incoterm "Delivery Duty Paid" (DDP). Thus, the Seller bears all costs and risks in connection with the delivery of the goods up to the agreed place of destination. The Seller is responsible to clear the goods for the export as well



as for the import, to take care of customs formalities and to pay any taxes and duties for the import and the export.

(4) A delivery note, stating the type of the delivery items, the quantity, the number and characteristic of the delivered goods, the number and date of the order and the delivery date, shall be attached to each delivery. The signing of the delivery note by the Purchaser certifies only the conduction of the delivery process, not the acceptance of goods.

(5) The Purchaser shall bear the risk for the loss or damage of the goods only after the acceptance of the goods by the Purchaser.

Section 4

Acceptance of Goods

(1) If not stipulated otherwise in this Contract and if an assembly, installation, putting into service, updating or any other service by the Seller at the place of delivery is agreed upon in this Contract, these services shall also include the unloading and transport of the materials to the operation site, the storage at arrival, the transport from the storage place to the operation site and the monitoring of the materials during these proceedings. The Seller is responsible for the set-up and equipment at the operation site.

(2) The Seller shall inform the Purchaser beforehand in due time about the names of the responsible persons, who will conduct the additional services. Before starting the additional service work on the premises, the Seller shall make sure that the conditions of the premises and the necessary work required for the assignment comply with this Contract.

(3) The acceptance of the goods shall take place after the Seller has declared his services concluded and the Purchaser has validated the compliance of the concluded services with this Contract.

Section 5

Purchase Price

(1) The Purchase Price amounts to EUR 89,690.00 (Euro eighty-nine thousand six hundred ninety) excluding VAT. The purchase price is considered inclusive all fees and ancillary costs, including the transport and training costs.



(2) All prices in this Contract are considered as fixed prices.

(3) This procurement is exempted from taxes or other charges according to the Government Decision of the Republic of Moldova No. 246 of 08 April 2010 which regulates the application of zero rate of VAT for the delivery on the territory of the Republic of Moldova and exemption of custom duties of goods and services aimed for technical assistance projects (Annex 3 of the Government Decision) and the application of the income tax on resident private individuals and legal entities involved in implementation of the technical assistance projects (Annex 4 of the Government Decision). The project was included in the register with the Decision of the Government of Republic of Moldova. The exemption for VAT and charges is done under the following ID of the project: 8721139010538, [link](#). The decision was published in the Official Monitor of Moldova Nr. 176-180 (6871-6575) of 1 June 2018.

Section 6

Terms of payment

(1) The Purchase Price shall be paid by the Purchaser to the following account of the Seller:

BIC (S.W.I.F.T): PRCBMD22

IBAN: MD08PR002251130060160201

Name of the account holder: EXIMOTOR S.A.

under the reference of ADC Project Number 6541-02/2017

within thirty (30) days of proper delivery and acceptance of goods. The invoice shall be submitted beforehand and the Purchaser shall inspect and approve the substantive and mathematical accuracy thereof.

(2) A default interest rate of four percent (4 %) p.a. above the relevant base rate shall be deemed agreed, if the Purchaser is in default of payment.

(3) The Seller shall submit the invoice in EUR to ADA after the goods were delivered to the place of destination specified in section 2 of the contract and handed over accordingly to Municipal Enterprise Apa Canal Cantemir. ADA shall transfer the invoiced amount converted in MDL (Moldovan leu currency) based on the exchange rate of the National Bank of Moldova on the day of payment and the "Tax invoice", Romanian "Factura fiscală", will then be issued by the Seller in MDL and submitted to ADA.

Section 7



Processing of personal data

- (1) In performance of this Contract, the Purchaser may process personal data of the Seller or the Seller's employees, agents or subcontractors.
- (2) The Seller acknowledges to have taken note of the ADA Privacy Notice, <https://www.entwicklung.at/en/media-centre/privacy-notice> ("ADA Privacy Notice").
- (3) The Seller shall:
 - a) promptly bring the ADA Privacy Notice to the attention (or ensure it is brought to the attention) of all natural persons, whose personal data are directly or indirectly transferred or disclosed to ADA during initiation or performance of this Agreement (including for auditing the due use of the grant funds);
 - b) ensure that personal data is transferred or disclosed to ADA in accordance with applicable data protection law.
- (4) The Seller shall comply with applicable data protection law.

Section 8

Place of jurisdiction and applicable law

- (1) Any disputes arising out of this Contract shall be referred to the competent Austrian court. Place of jurisdiction is Vienna.
- (2) Disputes arising from or in connection with this Contract shall be governed exclusively by Austrian Law, under exclusion of any conflict of law rules or referrals to foreign law.

Section 9

Final provisions

- (1) Only written agreements shall be binding for both contracting parties. Any modification of or amendment to this Contract must be done in writing to obtain effect; this shall also apply to a waiver of the requirement of written form.
- (2) The enclosed "ADA General Terms and Conditions of Contract for Supply Contracts" (Annex A), the "Terms of Reference" (Annex B) as well as the "Offer" dated 19.03.2021 (Annex C) shall form integral parts of this Contract. In the case of conflicts this Contract shall take precedence, followed by the ADA General Terms and Conditions of Contract for Supply Contracts, the Terms of Reference and then by the Offer.



(3) By signing this Contract, the Seller confirms that he has received all stated parts of the Contract and that he has acknowledged the contents of the same.

Chisinau, 28.04.2021 (Date)

The Purchaser:

Gurthen Zimman

Company signature

(stamp, print name in block capitals)

Artur Profire



28.04.2021 (Date)

The Water Utility:

Municipal Enterprise Apa Canal Cantemir

Georgeta Valeriu

Company signature

(stamp, print name in block capitals)

(legally valid signature required)



28.04.2021 (Date)

The Seller:

Roadedrol

Company signature

(stamp, print name in block capitals)

(legally valid signature required)



Director General AB Moldova

Bk. fm

Annex A: General Terms and Conditions of ADA for Supply Contracts

Annex B: Terms of Reference


Annex C: Offer dated 19.03.2021

Annex D: General Conditions to the European Union Delegation Agreement for Pillar Assessed Organisations

Annex E: Obligations of the Water Utility

Confirmation Transmission of the Information Sheet Code of Conduct and Information Points

The Seller hereby confirms that he has transmitted the attached information sheets concerning the Code of Conduct and the Information Points to all partners¹ engaged to perform the services [as, in particular: indicate names of the partners].

 R. M. Roachel Ch. 2021

The Seller: 28.04.2021.

.....
Legally valid signature required
(name and stamp, name also in block capitals)

¹ Partners of the Contractor are, in particular, its subcontractors

General Terms and Conditions of ADA for Supply Contracts

1. DUE DILIGENCE

The Seller shall exercise the due diligence of a prudent entrepreneur, and hereby confirms that he possesses the necessary skills and means required for the fulfilment of the Contract. The Seller hereby undertakes to comply with the legal rules and regulations applicable at the place of delivery and to procure any necessary permits and authorisations.

2. DUTY OF CONFIDENTIALITY AND STATEMENTS TO THIRD PARTIES

The Seller hereby undertakes that he shall comply with all statutory duties of confidentiality, and in particular, that he shall keep confidential all information obtained in the course of fulfilling the Contract, unless ADA relieves the Seller thereof in writing in a particular case. This obligation shall also survive the term of the Contract. Moreover, the Seller shall ensure that all of the persons employed or commissioned by him for the fulfilment of the Contract, including staff and vicarious agents [Translator's note: *Erfüllungsgehilfen*], are bound by a statutory or contractual confidentiality obligation at least as stringent as the Seller's obligation hereunder. Where the Seller fails to do so, he shall be subject to strict liability in damages.

The Seller shall refrain from making any statements which might be considered to constitute a promise of additional aid in connection with the development cooperation between the Republic of Austria and the country of assignment.

3. DUTIES OF NOTIFICATION

The Seller shall immediately notify ADA (via the local responsible Coordination Office, if any) of all events that are apt to delay the proper fulfilment of the Contract or of the underlying project or render them impossible, or which would require an amendment of the Supply Contract. Any such notification must be provided in writing. There are further duties of notification in connection with conflicts of interest (see sec. 12.1).

4. DELAY IN DELIVERY

The delivery date is agreed to be a binding fixed date. The Purchaser has the right of rescission from the Contract by mere declaration, if the Seller fails to fulfil the Contract after the Purchaser has granted a grace period, which was determined by the Purchaser.

5. WARRANTY AND COMPENSATION

5.1 Scope of warranty

The Seller hereby warrants that the delivered goods and additionally provided services shall be in compliance with the Contract. The Seller hereby warrants that the delivered goods and additionally provided services shall have the characteristics commonly assumed and expressly stipulated in the Contract.

5.2 Warranty remedies

The Purchaser has the right to choose between replacement, repair and price reduction, if the performance of the Contract was poor and the Purchaser would not have the right of rescission from the Contract or chooses not to exercise his right of rescission.

The Seller shall, upon demand of ADA, eliminate any defects which may be present (remediation by making repairs or by the supply of works or items which are lacking) or shall replace the goods without delay and without asserting any additional claims for remuneration, within a reasonable time, and with the least possible inconvenience to ADA. The Purchaser has the right of retention of the full Purchase Price until the proper fulfilment of the Contract, in case the Purchaser demands any repairs or exchanges.

The Seller is obliged to promptly and accordingly refund the Purchaser the Purchase Price, if the Purchaser exercise his right of price reduction.

The Purchaser has the right of rescission from the Contract, if there is not only a negligible defect and if the remediation or replacement is impossible or gives rise to disproportionately high costs for the Seller, or if the Seller fails upon request to remediate the defect at all, or in due time or in full. The Purchaser has also the right of rescission, if a remediation would result in considerable inconvenience to ADA or is unreasonable to ADA due to well-founded reasons relating to the Seller. The Seller forfeits the Purchase Price, if the Purchaser withdraws from the Contract; any amounts already received by the Seller plus statutory interest have to be refunded to the Purchaser.

In case of remediation of defects by a third party, ADA has the right to claim – regardless of any rights due to legal warranty – any costs incurred by the remediation, which are exceeding the price reduction.

5.3 Warranty period

Warranty claims may be asserted by legal action within two years from the date of delivery of the goods to ADA.

The time between the despatch for a demand for remediation and the expiry of the remediation period stated shall not be included as a part of the warranty period.

The warranty period shall in no case end before expiry of the period provided to the Seller for his own warranty claims against his supplier [Translator's note: *Vormann*]. ADA may demand assignment of such claims.

5.4 Statutory rights

ADA's right to assert further legal claims in addition to warranty claims, in particular claims for damages, shall remain unaffected. Unless stated otherwise under this section, the legal warranty conditions (secs. 922 to 933 b Austrian General Civil Code [ABGB], Federal Law Gazette No. 946/1811, in its currently applicable version) shall apply. Any modifications or deviations of the legal warranty or compensation conditions, e.g. changes regarding the burden of proof or the reduction of (limitation) periods, require the explicit and written consent of the Purchaser to obtain effect.

5.5 Interest

To the extent, that the Seller is required to refund any received sums or is required to pay compensation for damages, such claims shall be subject to the legal interest rate applicable for entrepreneurs (sec. 456 Austrian Business Code [UGB], Federal Law Gazette I No. 120/2005, in its currently applicable version), calculated from the date of receipt of the amounts.

5.6. Complaint [Mängelrüge]

The obligation to examine the defective delivery of goods according to sec. 377 UGB shall be explicitly waived.

6. PRODUCT LIABILITY

Any exclusion of recourse claims according to sec. 12 Produkthaftungsgesetz shall not be accepted by the Purchaser and shall be invalid.

7. PROPERTY RIGHTS

- 7.1 The Seller warrants that no copyright or intellectual property rights shall be infringed by his performance of the Contract.
- 7.2 Information or data produced by ADA or prepared by the Seller on the basis of such information or data may only be used or exploited for any unrelated purpose if ADA has given prior written consent thereto.

8. RESTRAINT ON DISPOSITION

The Seller is not permitted to dispose of claims arising from the Contract, whether by assignment, instruction or pledge. Dispositions made in breach of this section shall not have any legal validity *vis-à-vis* ADA. Thus, no direct transfers to creditors of the Seller may be made.

9. CANCELLATION OF THE CONTRACT

ADA shall be entitled to cancel the Contract at any time in whole or in part. Where grounds for rescission as defined in sec. 13 are not present, the following shall apply: With regards to supplies and services not yet performed, the Seller shall be entitled to reimbursement of all costs as have been incurred and documented up to the date of service of the notice of cancellation; to remuneration in such amount as corresponding to the supplies and services performed to-date as well as to a cancellation fee of 10 % corresponding to the portion of the Purchase Price attributable to the supplies and services which have not yet been carried out. The Seller shall not be entitled to any remuneration for supplies and services not performed.

10. OVERSIGHT BY THE ADA

ADA shall at all times be entitled to inspect the status of the performance of the Contract. The Seller undertakes to grant officers and agents of ADA access to the relevant (written or electronic) receipts, correspondence and other records as well as to perform on-site inspections for purposes of overseeing the execution of the Contract and for purposes of exercising oversight of proper accounting. The Seller furthermore agrees to provide ADA or his agents with all such information as is necessary in connection with the Contract and to provide information by suitable informants, as applicable. The decision as to whether such a connection with the Contract exists, is vested in the controlling body.

11 INDEMNIFICATION OF ADA AGAINST THIRD-PARTY CLAIMS

The Seller shall indemnify and hold ADA harmless from and against any and all claims of third parties due to defects and faults of the delivered goods or additional services. This obligation shall also include reimbursement of all costs of any legal proceedings and other expenses incurred by ADA in this regard. In the case that a legal action is brought against ADA the Seller undertakes to join the proceedings on the side of ADA as an intervening party upon request.

12. CODE OF CONDUCT

- 12.1 The Seller's own interests or those of his staff members or partners engaged to perform the Contract may have an adverse impact on the objective and substantive performance

of the Contract in the interests of ADA. Such conflicts of interest may, for example, arise due to personal or commercial connections or links of the Seller and/or of his staff members or partners with target groups or other parties contracting with ADA. The Seller is obliged to notify ADA promptly about each and every existing or potential conflict of interest and to consult with ADA with respect to further action.

- 12.2 The Seller and/or his staff members or partners engaged to fulfil the Contract must, in performing the Contract, refrain from demanding gifts or other personal benefits from third parties. In connection with the performance of the Contract, Sellers may only accept from third parties and/or grant to third parties low-value gratuities to the extent that this is local custom and customary in the sector. Gifts or other personal benefits may never be granted or accepted with a view to an action or omission in breach of an obligation, or the exercise of undue influence on the decision-making process of a third party.
- 12.3 The Seller shall, in performing the Contract, comply with his due diligence obligations under human rights law¹ and shall comply with social and environmental standards which are stipulated by local law or international agreements. These include, in particular, the OECD Guidelines for Multinational Enterprises.
- 12.4 The Seller must comply with the Austrian Federal Act on Gender Equality [German acronym: GIBG], Federal Law Gazette I No. 66/2004 in its currently applicable version, the EU Equal Treatment Directive, RL 2006/54/EG in its currently applicable version, the Austrian Federal Disabled Equality Act, Federal Law Gazette No. 82/2005 in its currently applicable version, and the ban on discrimination under sec. 7b of the Austrian Employment of the Disabled Act, Federal Law Gazette No. 22/1970 in its currently applicable version.
- 12.5 The Seller shall comply with the statutes, rules and regulations on combatting money laundering and terrorism financing and shall take all reasonable efforts to prevent any violations of these provisions when performing the Contract.
- 12.6 The Seller shall inform ADA immediately of any case or suspicion of fraud or corruption in connection with the performance of the Contract, as well as proposed proceeding in this regard.
- 12.7 The Seller shall ensure that all partners engaged to perform the Contract observe the requirements listed under section 12.1 – 12.5 above. The Seller has to confirm in writing the transmission of the information sheet Code of Conduct and Information Points.

13. RESCISSION FROM THE CONTRACT

13.1 Grounds of rescission

ADA shall be entitled to rescind from the Contract because of serious grounds with immediate effect. Serious grounds shall include, but not be limited to the following situations:

- a) If the opening of insolvency proceedings against the Seller is rejected due to a lack of assets covering costs. The right to rescind from the Contract may be asserted without limitation in time until the Contract has been fully executed;
- b) if the Seller is in default in performing the Contract [delay]; if, pursuant to the Contract, the supply of goods is to be rendered in parts and the Seller is in default with only one part of the supply, rescission may be declared only with regard to that part of the supply or with regard to all outstanding goods. ADA's declaration of rescission shall include a reasonable grace period and shall only remain legally effective if the Seller

¹ "Due diligence obligations under human rights law" refers to the duty of Sellers to ensure that they do not directly or indirectly contribute to breaches of human rights as a result of their activities.

fails to render the outstanding supply of goods (parts of the supply) within such grace period;

- c) if circumstances are present which obviously render the timely execution of the Contract impossible, unless ADA itself bears responsibility for such circumstances;
- d) if any person or institution is offered, promised or granted a gift or other benefits in connection with the conclusion or performance of the Contract or if any non-declared connection of a personal or financial type exists between a person who is employed or engaged by ADA who was involved in carrying out the specific tender procedures, with the Seller or any of the Seller's employees at the time the Contract was awarded;
- e) if in the event of a conflict of interest, the Seller and ADA are unable to reach agreement on further action. ADA shall not refuse any proposal of the Seller which eliminates the conflict of interest whilst still performing the Contract in the same manner (such as by replacing the individuals in question by staff of equal merit);
- f) if the Seller takes action which aims at causing harm to ADA, in particular, if the Seller has made arrangements with other enterprises to the disadvantage of ADA, which violate public policy or which contravene the principle of competition;
- g) breach of the confidentiality undertakings pursuant to sec. 2 by the Seller or by the persons employed by the Seller or engaged to perform the Contract;
- h) if the conduct and acts of the Seller are detrimental to the interests of the Republic of Austria or ADA or if complaints are made by the government of the country of assignment or by the project sponsor in the country of assignment; the same shall apply with respect to the conduct and acts of agents of the Seller [Translator's note: *Erfüllungsgehilfen*];
- i) if the Seller impedes or prevents the oversight measures provided for hereunder;
- j) if the Seller breaches the restraint on dispositions (sec. 8);
- k) if the Seller fails to promptly report any events which would delay or render the execution of the Contract impossible or would require modification thereof;
- l) in the event of any other material breach of the Contract, in particular any breach of contractual duties, where such breach is a sustained breach and continues or is repeated despite a written warning;
- m) in the event of the death, loss of legal capacity or dissolution of the legal entity of the Seller or of one of multiple Sellers;
- n) if political grounds or crises require discontinuation of the execution of the Contract;
- o) if the Seller's business activities or his business is discontinued or closed down;
- p) if a transfer of the business or a change in the shareholder structure or the ratio of shareholdings occurs (e.g. withdrawal of shareholders, accession of new shareholders);
- q) if the Seller's business parts of the business or significant assets, facilities or rights of the Seller are sold, transferred and/or conveyed, leased, rented or otherwise assigned, hived-off or otherwise spun-off in any way, whether for consideration or on a gratuitous basis
- r) where the Delegation Agreement is terminated or suspended, in whole or in part.

13.2 Consequences of rescission

In case ADA declares a rescission from the Contract in line with the foregoing provisions, the Seller shall terminate immediately all supplies and services and the Seller shall be deemed to lose any entitlement for the Purchase Price (sec. 5 of the Supply Contract). If ADA declares a rescission regarding only a part of the Contract, the Seller shall be deemed to lose entitlement only for a part of the Purchase Price. If the Seller has no entitlement for the Purchase Price, the Seller shall immediately refund any payments previously received from ADA, together with the legal interest rate applicable for entrepreneurs (sec. 456 UGB), from the date of receipt of the payment.

In derogation from the foregoing, in the event of a rescission pursuant to sec. 13.1. (n) (political grounds or crises), the Seller shall have the right to claim the portion of the Purchase Price corresponding to the Seller's previous (partial) supplies and services.

If the Seller bears fault for the occurrence of the grounds of rescission, he shall compensate ADA for the additional costs incurred by any supply of goods by a third party as well as the audit costs which may arise in connection with ADA's investigation of the grounds of rescission (engagement of external auditors, travel expenses of officers and directors of ADA), unless such costs are already covered by a sum of liquidated damages. ADA's further legal claims, if any, shall remain unaffected hereby.

14. MULTIPLE SUPPLIERS

If there are multiple Suppliers, such multiple Suppliers shall bear joint and several liabilities to ADA for the performance of all obligations under the Contract.

15. CONTRACTUAL PENALTY

15.1 Failure to meet prescribed deadlines

Unless otherwise provided in the special part of the Contract, the Seller shall, upon demand by ADA, pay a contractual penalty equal to at least one-thousandth of the agreed Purchase Price plus expense reimbursements for each calendar day by which the period of performance is exceeded; proof of actual damages is not required. ADA's right to claim documented damages exceeding the amount of the contractual penalty shall remain unaffected hereby.

The contractual penalty shall become due as soon as the Seller is in default and is unable to prove that he is not responsible for the delay.

The contractual penalty shall be payable for the time by which the performance period is exceeded until all contractual obligations have been fully performed; however, if the Contract is terminated by rescission prior to this and if the Seller is responsible for the circumstances leading to such rescission, then the contractual penalty shall be calculated only for the period until service of the declaration of rescission to the Seller, notwithstanding the other consequences thereof. Where the contractual penalty is not set in days but rather in weeks or months, in calculating such penalty one calendar day shall be equated to 1/7th of a week or 1/30th of a month.

15.2 Breach of contract

Where the Seller has breached his obligations in a manner as described in secs. 13 (d), (f), (h) and (i) hereof, ADA shall in any event be entitled to claim liquidated damages equal to 50 % (fifty per cent) of the agreed Purchase Price, without prejudice to its right to claim compensation for any damages beyond such amount.

16. COUNTERPARTS

This Contract is being made in two counterparts, of which one shall remain with each of the Parties.

17. ACCOUNTING

17.1 All financial statements shall comply with legally required invoice characteristics and shall include the following: information about the Seller, order and article number and purchase price. Accounting for the total goods and services shall be carried out by means of an auditable final financial statement; contractual penalties according to sec. 15., if any, shall be taken into account and the disbursed instalments shall be indicated. If the

final financial statement is so defective that ADA is neither able to examine, nor correct the same, ADA shall return it to the Seller for remediation.

- 17.2 The originals of all receipts serving as evidence must be submitted. Only receipts issued in the name of the Seller and which clearly demonstrate a direct relation to the execution of the Contract shall be acceptable as evidence. ADA reserves the right to mark the original receipts accordingly.
- 17.3 All receipts shall be safeguarded in orderly files for at least ten years. The retention period shall commence upon ADA's notice to the Seller that it has approved the Seller's final financial statement as submitted. During this period, the Seller shall make available access to these documents to ADA, the European Commission and the European Court of Auditors or any other authorised representatives to review the use made of EU contributions.
- 17.4 If the Contract envisages accounting for parts of the supplied goods or performed services [*Teilleistungen*] by means of interim financial statements, secs. 17.1 to 17.3 shall apply analogously to such interim financial statements.

18. COMMUNICATION AND VISIBILITY

- 18.1 Unless the ADA requests or agrees otherwise, the Seller shall take all appropriate measures to publicise the fact that the Contract has received funding from the ADA and the European Union.
- 18.2 Information given to the press, the beneficiaries of the Project, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Contract was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) and the ADA logo in an appropriate way. Publications by the Seller pertaining to the Contract, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Manual for EU External Actions laid down and published by the European Commission.
- 18.3 The ADA must be informed about any publications, press releases or similar by the Contractor regarding the Contract in advance. The Contractor shall display or attach the logo of or a reference to the assistance provided by the ADA and the EU to all publications as well as the funded equipment, facilities and buildings in a visible way, in accordance with the Guidelines for the Visibility of Austrian Development Cooperation, in the currently valid version. This requirement also applies to publications in other media (such as films, audio cassettes exhibitions, etc.), as far as the Seller has influence on said publication.
- 18.4 If during the implementation of the Contract, equipment, vehicles or major supplies are purchased using EU funds, the Seller shall according to EU rules display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background).
Where such display could jeopardise the safety of the Seller's staff or of beneficiaries, the Seller shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Project as an activity of the Seller, nor the ownership of the equipment, vehicles or major supplies by the Seller. If the equipment, vehicles or remaining major supplies purchased using

EU and/or ADA funds have not been transferred to the local authorities, or local beneficiaries after the end of the Contract the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply until the end of the Project funded by the EU.

- 18.5 The Seller accepts that the ADA and/or the European Commission publish in any form and medium, including on their internet sites the name and address of the Seller, the purpose of the Contract as well as the amount contributed. Upon a duly substantiated request by the Contractor, the ADA and/or the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Contractor's safety or harming its interests.
- 18.6 The parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Section 18.

Supplemental Contractual Terms – Foreign Countries

19. COOPERATION WITH OTHER ORGANISATIONS

The Seller undertakes to reasonably cooperate with other persons and organisations that are engaged in the field of Austrian development cooperation in the developing country. In the interest of good coordination the Seller shall take part in an exchange of experience with those persons and organisations and/or with ADA.

20. COMPLIANCE WITH ALL AGREEMENTS RELATING TO THE PROJECT; COOPERATION WITH THE ADA COORDINATION OFFICE

The Seller shall comply with the international treaties concluded between the Republic of Austria and the country of assignment and, if applicable, with agreements on execution of the Contract. If an ADA Coordination Office exists in the developing country, the Seller shall immediately contact such office and cooperate with the same in an appropriate manner.

Terms of Reference

for supply of a backhoe loader for the DevRAM project, PART II

Requested parameters of the unit		Requested		
		Unit	Min	Max
General data				
1	Gross power 70 kW (94 hp) - 90 kW (120 hp); Turbocharged and Intercooled;	kW	70	90
2	Max. backhoe dig depth: 5m – 7m With extendible telescopic arm/extradig	m	5	7
3	Max. shovel capacity: 1 m ³ – 2m ³	m ³	0.8	1.4
4	Servo controls for loader and backhoe	Yes		
5	Loader lifting capacity (ISO 14397)	kg	3000	5000
6	Bucket breakout force (ISO 6015)	kg	5000	6500
7	Arm/Dipper breakout force (ISO 6015)	kg	2500	4000
8	4 wheel steer	Yes		
9	Closed hydraulic center system Hydraulic quickhitch of backhoe loader buckets (from cabin)	Yes		
10	All electrical connections waterproof and compliant with safety rules			

Engine				
11	Gross power 70 kW (94 hp) - 90 kW (120 hp); Turbocharged and Intercooled;	kW	70	90
12	Displacement	cm ³	4000	5000
13	No. of cylinders (4)	4		
14	Emissions	Stage IIb Emissions		
15	Fuel type	Diesel		
16	Replaceable fuel filter plus water and sediment separator prefilter	Yes		
17	Dry filter with self precleaning internal air intake	Yes		
18	Full flow oil filter and lubrication	Yes		

Requested parameters of the unit		Requested Unit/Value
Transmission		
19	PowerShift	Yes

Equipment (fully compatible to the proposed backhoe loader)		
20	1 piece multifunctional loader shovel (dig, doze, load, grab, grade and backfill) with jawbone	
21	3 pieces backhoe buckets (300 mm; 600 mm; 900mm)	
22	1 piece hydraulic hammer with all connectors and one standard pike	
23	1 piece snowblade/plow with two hydraulic axis (from 2 m to 2.8 m)	

Offer requirements, delivery period and training		
24	Training of min 1 day of the operator at the delivery location:	min 1 day
25	Delivery location on site:	Republic of Moldova, Cantemir Rayon, Cantemir town, Str. Trandafirilor 2
26	Equipment warranty:	minimum 15 months
27	Offer validity (days):	minimum 60 calendar days
28	Delivery on site from the date of contract signature (days):	maximum 50 calendar days

Alternative Offers with a min and max 5% deviation from the requested parameters of the unit are allowed according to Offer - Form 2

Insert company heading and
please fill in all the data in yellow highlighted cells and remove yellow highlight formatting after completion and sign and submit the editable
version of the file as well

Offer - Form 2

Backhoe loader offer - dated insert date - 19/03/2021

Requested parameters of the unit		Requested		
General data		Unit	Min	Max
1	Gross power 70 kW (94 hp) - 90 kW (120 hp); Turbocharged and Intercooled;	kW	70	90
2	Max. backhoe dig depth: 5m – 7m With extendible telescopic arm/extradig	m	5	7
3	Max. shovel capacity: 1 m ³ – 2m ³	m ³	0,8	1,4
4	Servo controls for loader and backhoe	Yes		
5	Loader lifting capacity (ISO 14397)	kg	3000	5000
6	Bucket breakout force (ISO 6015)	kg	5000	6500
7	Arm/Dipper breakout force (ISO 6015)	kg	2500	4000
8	4 wheel steer	Yes		
9	Closed hydraulic center system Hydraulic quickhitch of backhoe loader buckets (from cabin)	Yes		
10	All electrical connections waterproof and compliant with safety rules			

Regular Offer value		Alternative Offer min and max 5% deviation from requested	
Unit	General data		
kW	74,00	Insert value or comment	
m	5,65	Insert value or comment	
m ³	1,00	Insert value or comment	
	Yes	Insert value or comment	
kg	4,64	Insert value or comment	
kg	6.290,00	Insert value or comment	
kg	3.341,00	Insert value or comment	
	Yes	Insert value or comment	
	Yes	Insert value or comment	
	Yes	Insert value or comment	



Backhoe loader offer - dated insert date - 19/03/2021

Requested parameters of the unit		Requested		
		Unit	Min	Max
Engine				
11	Gross power 70 kW (94 hp) - 90 kW (120 hp); Turbocharged and Intercooled;	kW	70	90
12	Displacement	cm ³	4000	5000
13	No. of cylinders (4)		4	
14	Emissions		Stage IIIb Emissions	
15	Fuel type		Diesel	
16	Replaceable fuel filter plus water and sediment separator prefilter		Yes	
17	Dry filter with self precleaning internal air intake		Yes	
18	Full flow oil filter and lubrication		Yes	

Transmission	
19	PowerShift
	Yes

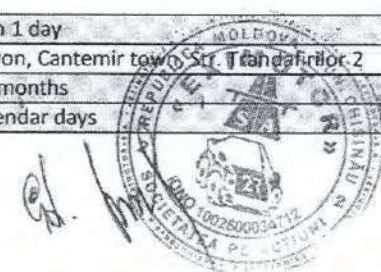
Equipment	
20	1 piece multifunctional loader shovel (dig, doze, load, grab, grade and backfill) with jawbone
21	3 pieces backhoe buckets (300 mm; 600 mm; 900mm)
22	1 piece hydraulic hammer with all connectors and one standard pike
23	1 piece snowblade/plow with two hydraulic axis (from 2 m to 2.8 m)

Unit	Regular Offer value	Alternative Offer min and max 5% deviation from requested
Engine		
kW	74 kWt/100 hp	Insert value or comment
cm ³	4.400,00	Insert value or comment
	4,00	Insert value or comment
	Stage II	Insert value or comment
	Diesel	Insert value or comment
	Yes	Insert value or comment
	Yes	Insert value or comment
	Yes	Insert value or comment

Transmission	
	Yes
	Insert value or comment

Equipment	
Multifunctional loader shovel (dig, doze, load, grab, grade and backfill) with jawbone	Insert value or comment
Gifted: 3 piece backhoe buckets 300, 600, 900 mm.	Insert value or comment
Gifted: Hydraulic hammer with all connectors and one standard pike (model hammer HM 380)	Insert value or comment
it is not equipped	Insert value or comment

24	Training of min 1 day of the operator at the delivery location:	min 1 day
25	Delivery location on site:	Republic of Moldova, Cantemir Rayon, Cantemir town, Str. Tandariilor 2
26	Equipment warranty:	18 months
27	Offer validity (days):	60 calendar days




Backhoe loader offer - dated insert date - 19/03/2021

	Requested parameters of the unit	Requested			Regular Offer value	Alternative Offer min and max 5% deviation from requested
		Unit	Min	Max		
28	Delivery on site from the date of contract signature (days):				Delivery time: May-June 2021, from the date of signing the contract.	

29	Total Offer Price in euro (without VAT)
----	--

89.690,00	Insert total offer price
------------------	---------------------------------

Official company representative for this offer	
Company:	EXIMOTOR S.A.
Company (legal) full address:	R. Moldova, str. Albisoara, 38A
First Name:	Natalia
Last Name:	Socolova
Position:	Director General
Contact phone number:	373 691 37 750 / 373 695 94 608
Contact email address:	eximotorjcb@gmail.com / director@coleso.md
Webpage:	www.jcbconstruct.md / www.coleso.md

Signature	
Stamp	



EXIMOTOR S.A.

Republica Moldova
or. Chişinău, str. Albişoara, 38A.
tel: (+373 22) 407-545, 837-776.
fax: (+373 22) 40-79-59.
www.jcbconstruct.md
e-mail: eximotorjcb@gmail.com

UNIVERSAL MULTIFUNCTIONAL BACKHOE LOADER

GENERAL REQUIREMENTS	
The backhoe loader is new, manufactured in year 2021 – model JCB 4CX Sitemaster Eco	
The proposed equipment completely encodes national and European legislation for special equipment.	
Engine:	
Model:	JCB Dieselmax 444, turbodiesel, 4 cylinders;
Power;	74 kw, (100 h.p.) 1200rpm;
Displacement	4400 cm ³ ;
Fuel tipe	Diesel;
Engine cooling	Antifreeze (liquid);
Emission	Tier II;
Fuel tank volume	160 l, (nonmetallic) ;
Lock Up Torque Converter (Eco button) – establishes a mechanical connection between the engine and the gearbox to eliminate power losses on the go	Decreases travel time and fuel consumption by up to – 25%;
Transmission:	
Manufacturer	JCB;
Integral traction	4x2 / 4x4, 4WD / front axle turn 2WS;
Transmission Type – simiautomatic, 4 forward / 4 reverse	POWERSHIP TRANSMISSION;
Travel speed	Up to 25 km / h;
Tires – new, front / rear: Model	Michelin Power CL 440/80-24 Trans AWS
Hydraulic steering system:	
Front axle turn;	Gifted;
Maximum pressure in the hydraulic system	220 bar;
Hydraulic pump flow	143 l/min;
Return capacity in a space of maximum 7 m;	
Steering cylinders positioned behind the front bucket for impact protection;	
Braking system:	
Multiple discs immersed in oil;	
Braking system coupling;	On all 4 wheels;
Progressive action and hydraulic oil supply;	
Electrical system:	
Lighting and signaling according to the road regulations in force;	
Front / rear work lights	Gifted;
Cabin:	
Cabin equipped according to CE standards;	
Closed type cabin, equipped with air circulation system and heating;	
The information panel for the operator, allows to monitor the engine speed, moto / hours worked, fuel level, water temperature indicator also 12v outlet, other options.	
Emitted, soundproofed;	
Seat with suspension pneumatic, adjustable for front / rear work;	
Adjustable steering wheel;	
It has entrance access on both sides of the cabin;	
Rubber mat;	
Audio wiring system (2 speakers);	
It is equipped with a seat belt for the operator, mirrors from different angles, light inside the cab, wiper for wiping the front / rear windshield, other options;	



EXIMOTOR S.A.

Republica Moldova
or. Chişinău, str. Albişoara, 38A.
tel: (+373 22) 407-545, 837-776.
fax: (+373 22) 40-79-59.
www.jcbconstruct.md
e-mail: exlmotorjcb@gmail.com


Front equipment:	
Bucket capacity – 1.0 m ³ ;	6 in 1 multifunctional cup;
Unloading height	3,23m;
Front loader bucket width	2350mm;
SRS system – Dampens the oscillations of the loading bucket during travel for better material retention, increased working speed, reduced wear, improved operator control;	
Excavation equipment:	
Telescopic excavation arm	Gifted;
Height of the excavation arm in the walking position	3650mm;
Unloading height	3,84m;
Cup breaking force	29 KN;
Excavation bucket width	It is equipped with three excavation buckets -300, 600, 900 mm;
Backhoe digging depth	5,65 m;
The excavator is equipped with a lateral adjustment device for the digging arm, left / right;	
Sistem hydraulic:	
Hydraulic and high-performance system;	
Hydraulic pump with axial pistons and variable flow;	
Tool set – according to the completion of the production plant;	
It is equipped with a hydraulic hammer system all connection to the pike	
Overall sizes:	
Total weight	8100Kg;
The length	5,620mm;
Width	2,360 mm;
Height	3,610 mm;
Accompanying documents:	
Technical book for technical operation and service, written in Russian;	
Quality certificate, warranty contract and possibly post-warranty;	
Other facilities:	
Tahometr	Gifted;
Engine coolant temperature indicator	Equipped with factory on board computer;
Fuel level indicator	Equipped with factory on board computer;
Hours worked	Equipped with factory on board computer;
Alarm system	Horn and light signaling;
Front / rear work lights	Gifted;
Beacon	Gifted;
Front / rear wipers	Gifted;
Tool set (standard)	Gifted;
Delivery time	May – Iuny 2021;
Manufacturer and country of origin	JCB Sales ltd (England - UK);
The company "Eximotor" S.A. offers you the quality guarantee of the Backhoe Loader	18 months, unlimited motorcycle / motor time.
Offer validity	60 calendar days;



EXIMOTOR S.A.

Republica Moldova
or. Chişinău, str. Albişoara, 38A.
tel: (+373 22) 407-545, 837-776.
fax: (+373 22) 40-79-59.
www.jcbconstruct.md
e-mail: eximotorjcb@gmail.com

Hydraulic Hammer manufactured by JCB (UK)

Hammer	Model	HM380	
Hammer weight	kg	330	
Impact energy	Dj	981	
Impact frequency	h/min	380 – 900	
Operating pressure	Bar	120 – 165	
Hydraulic fluid consumption	l/min	30 – 70	
Pressure .	Bar	5	
Tool diameter	mm	75	

Attention: the pictures are informative.



Signed: _____
Name: Socolova Natalia
As: Director



The bidder: "Eximotor" S.A.
Legal address: Republic of Moldova, Chisinau, 38a Albişoara street
Date: 19.03.2021

ANNEX II - General Conditions for PA Grant or Delegation Agreements

PART I: COMMON PROVISIONS APPLICABLE TO PA GRANT AND DELEGATION AGREEMENTS	2
Article 1: Definitions	2
Article 2: General obligations	3
Article 3: Obligations regarding information and reporting	4
Article 4: Liability towards third parties	6
Article 5: Conflict of interests	6
Article 6: Confidentiality	6
Article 7: Data Protection	7
Article 8: Communication and visibility	7
Article 9: Right to use results and transfer of equipment	8
Article 10: Evaluation and monitoring of the Action	8
Article 11: Amendment to the Agreement	9
Article 12: Suspension	9
Article 13: Termination	11
Article 14: Applicable law and settlement of disputes	12
Article 15: Recovery	12
Article 16: Accounts and archiving	13
Article 17: Access and financial checks	13
Article 18: Eligibility of costs	14
Article 19: Payments	16
Article 20: Final amount of the EU contribution	17
PART II: ADDITIONAL PROVISIONS APPLICABLE ONLY TO DELEGATION AGREEMENTS	17
Article 21: Ex-post publication of information on Contractors and Grant Beneficiaries	17
Article 22: Contracting and Early Detection and Exclusion System	18
PART III: ADDITIONAL PROVISIONS APPLICABLE ONLY TO PA GRANTS	19
Article 23: No Profit	19
Article 24: Contracting	19

PART I: Common provisions applicable to PA Grant and Delegation Agreements

Article 1: Definitions

Action:	the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I.
Contractor:	a natural or legal person with whom a Procurement Contract has been signed.
CFSP:	Common Foreign and Security Policy of the European Union.
Days:	all references to "days" are to calendar days.
End Date:	the date by which the Agreement ends, i.e. is the moment of the payment of the balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date is postponed until the completion of such procedure.
EU External Action:	Action financed under EDF, DCI, ENI, IPA II, INSC, IcSP, PI, EIDHR and their predecessors. All other Actions are Internal Policies.
Final Beneficiary:	a natural or legal person ultimately benefitting from the Action.
Force Majeure:	any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of its obligations under the Agreement, which may not be attributed to error or negligence on either part (or the part of the Grant Beneficiaries, Co-Delegates, Co-Beneficiaries, Affiliated Entities, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.
Indicator:	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action.
Internal Control System:	a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
Outcome:	the likely or achieved short-term and medium-term effects of an Action's Outputs;
Output:	the products, capital goods and services which result from an Action's activities.
Procurement Contract:	a contract signed between the Organisation, a Co-Beneficiary, Co-Delegatee or an Affiliated Entity and a Contractor under which the Contractor provides services, supplies or works.
Result:	the Output or Outcome of an Action.
Regulations and Rules:	regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.
Sound Financial Management:	principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including regarding internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

Definitions applicable to Delegation Agreements only

- Co-Delegatee:** an entity implementing part of the Action and being a party to the relevant Delegation Agreement together with the Organisation. The Co-Delegates together with the Organisation are referred to as "Delegates".
- Early Detection and Exclusion System:** system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015) which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
- Grant:** a direct financial contribution by way of donation given by the Organisation or Co-Delegatee to finance third parties activities.
- Grant Beneficiary:** a natural or legal person to whom a Grant has been awarded. Grant Beneficiaries can sub-grant and procure for the implementation of their activities.
- Multi-donor Action:** an Action co-financed by the EU contribution (whether or not earmarked) and other donor(s).

Definitions applicable to PA Grant Agreements only

- Affiliated Entity:** an entity having a structural link with the Organisation or a Co-Beneficiary, in particular a legal or capital link, and implementing part of the Action.
- Co-Beneficiary:** an entity implementing part of the Action and being a party to the Agreement together with the Organisation. The Organisation signs the Agreement also on behalf of the Co-Beneficiaries.

Article 2: General obligations

Implementation of the Action

- 2.1 The Organisation is responsible for the implementation of the Action described in Annex I of the Agreement, regardless whether the activities are carried out by the Organisation itself, an Affiliated Entity, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

Responsibility

- 2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due professional degree of care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds.
- 2.3 Under Delegation Agreements, the Organisation shall have full financial responsibility towards the Contracting Authority for all funds including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU is effectively carried out and implemented correctly. The Organisation shall inform the European Commission of irregularities and fraud detected in the management of EU funds and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign

claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs of the Action.

Other obligations

- 2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.
- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those which may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement according to Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the Action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted under Article 3.8 - the final reports of the Action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within 30 days of receipt of the request. The Organisation may submit a reasoned request to extend the 30-day deadline.

- 3.6 The Organisation shall notify the Contracting Authority without delay on any circumstances likely to adversely affect the implementation and management of the Action or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall directly relate to this Agreement and shall at least include:
- a) summary and context of the Action;
 - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
 - c) activities carried out during the reporting period (i.e. directly related to the Action and described in this Agreement);
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
 - f) information on the costs incurred as well as the legal commitments entered into by the Organisation during the reporting period;
 - g) a summary of controls carried out, if any under PA Grant Agreements, and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, analysis of their nature and extent as well as information on corrective measures taken or planned shall also be provided;
 - h) where applicable, a request for payment;
 - i) work plan and forecast budget for the next reporting period.
- 3.8 The final report shall cover the entire period of implementation and include:
- a) all the information requested in Article 3.7 a) to h);
 - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
 - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
 - d) under a Delegation Agreement, the exact link to the webpage where, according to Article 21.1, information on Grant Beneficiaries and Contractors is available;
 - e) for EU External Actions and CFSP, if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
 - f) in the case of Multi-donor Actions and where the EU contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the Contracting Authority have been covered by other donors' contributions.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions as from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions¹. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by EU funds. Progress reports shall be submitted within 60 days after the period covered by such report. For EU External Actions and CFSP, the final report shall be submitted at the latest six months after the end of the Implementation Period. For Internal Policies, the final report shall be submitted at the latest three months after the end of the Implementation Period.

Management declaration and audit or control opinion under Delegation Agreements

Management declaration

- 3.10 Every progress or final report shall be accompanied by a management declaration in accordance with the template of Annex VII, unless, in the fields of EU External Actions and CFSP, Article 1.5 of the Special Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

¹ For EU External Actions and CFSP, by default, the reporting period is every 12 months as from the commencement of the Implementation Period.

Audit or control opinion for non-international organisations

- 3.11 In case the Organisation is not an international organisation, an audit or control opinion shall be provided in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to 1 month following the management declaration sent with every progress or final report, unless, in the field of EU External Actions, Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

Failure to comply with reporting obligations

- 3.15 If the Organisation is unable to present a progress or final report and the accompanying documents by the end of the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons, and shall provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 4: Liability towards third parties

- 4.1 The European Commission shall not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not under any circumstances or for any reason whatsoever be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

Article 5: Conflict of interests

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being

communicated to a third party on a confidential basis when the rules binding upon the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put into jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors or the Final Beneficiaries of the Action.

- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five years after the End Date of the Agreement or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority and shall maintain the same level of confidentiality.

Article 7: Data Protection

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Regulations and Rules.

Article 8: Communication and visibility

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Action was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." In the case of EU External Actions and CFSP such measures shall be carried out in accordance with the Communication and Visibility Manual² published by the European Commission or with any other guidelines agreed between the European Commission and the Organisation.
- 8.3 If during the implementation of the Action, equipment, vehicles or major supplies are purchased using EU funds, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 8.4 In the case of EU External Actions and CFSP, if in application of Article 9.5, the equipment, vehicles or remaining major supplies purchased using EU funds have not been transferred to the local authorities, local Co-Beneficiaries, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and

² Communication and Visibility Manual for EU External Actions, available at:
https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en

the end of the Action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.

- 8.5 Unless otherwise provided in the Special Conditions if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions, as and when they are issued.
- 8.7 The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

Article 9: Right to use results and transfer of equipment

Right to use

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall accordingly inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority).

Transfer (EU External Actions and CFSP only)

- 9.3 In the field of EU External Actions and CFSP, the equipment, vehicles and remaining major supplies purchased with the EU contribution in the framework of the Action shall be transferred to or remain with local authorities, local Co-Beneficiaries, local Grant Beneficiaries or to the Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU contribution in the framework of Actions which continue after the end of the Implementation Period may be transferred at the end of the Action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Co-Beneficiaries, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another Action funded by the EU or, exceptionally, retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due time and at the latest with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

Article 10: Evaluation and monitoring of the Action

- 10.1 The Organisation shall invite representatives of the Contracting Authority and the European Commission to participate at their own costs in the main monitoring and evaluation missions relating to the performance of the Action. The Organisation shall report the results of such missions to the European Commission.
- 10.2 Article 10.1 is without prejudice to any evaluation or monitoring mission which the European Commission as a donor, or the Contracting Authority at their own costs, may wish to perform.

Evaluation and monitoring missions by representatives of the European Commission or Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or the Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make the draft report of the evaluation or monitoring mission available to the Organisation for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final report to the Organisation once issued.

Article 11: Amendment to the Agreement

- 11.1 Any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment 30 days before the amendment is intended to enter into force and no later than 30 days before the End Date, unless there are special circumstances duly substantiated by it and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than 30 days after the date when the amendment request was received.
- 11.3 By derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report. The Organisation may also, in agreement with the Contracting Authority, change outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main purpose of the Action.
- 11.4 The method described in Article 11.3 shall not be used to amend the contingency reserve, nor the rate for remuneration/indirect costs or the amounts or rates of simplified cost options. Under a PA Grant Agreement, amendments shall not have the purpose or the effect of making such changes to the Agreement as would call into question the award decision or, where applicable, be contrary to the equal treatment of applicants.
- 11.5 Annex VI may be changed by the Organisation in agreement with the European Commission, without the need for a formal addendum to the Agreement.
- 11.6 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 12: Suspension

Suspension of the time limit for payment

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
 - a) the amount is not due; or
 - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubt about compliance by the Organisation with its obligations in the implementation of the Action; or
 - c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported costs; or
 - d) under a Delegation Agreement, credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.

- 12.2 In the situations listed in Article 12.1 the Contracting Authority shall notify to the Organisation as soon as possible and in any case within 30 days from the date on which the payment request was received the reasons for the suspension, specifying, where applicable, the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

Suspension of the Agreement by the Contracting Authority

- 12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
- a) the Contracting Authority has proof that substantial errors, irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
 - b) under a Delegation Agreement, the Contracting Authority has proof that systemic errors have occurred which call into question the reliability of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
 - c) the Contracting Authority has proof that the Organisation has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other agreements funded by EU funds provided that those errors, irregularities, fraud or breach of obligations have a material impact on this Agreement.
- 12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within 10 days from the receipt of the notification. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving 7 days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation which is not suspended. Any expenditure or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed or covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case the Parties will amend the Agreement where necessary.

Suspension for exceptional circumstances

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional or unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify to the Organisation the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted;
 - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 provided it takes any measure to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period

the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period and, for Delegation Agreements, the contracting deadline, or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-donor Action, the contracting deadline under Delegation Agreements and the Implementation Period are automatically extended by an amount of time equivalent to the duration of the suspension.

Article 13: Termination

13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:

- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
- b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU contribution or provides reports that do not reflect reality to obtain or keep the EU contribution without cause;
- c) is bankrupt or being wound up, or is subject to any other similar proceedings;
- d) is guilty of grave professional misconduct proven by any justified means;
- e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
- f) fails to comply with the reporting obligations in accordance with Article 3.15;
- g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.

13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within 30 days from the receipt of the notification. During this period and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving 7 days' prior notice. During that period the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving 60 days written notice. In this case, the final amount shall cover:

- a) payment only for the part of the Action carried out up to the date of termination;
- b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
- c) in the situations described in Articles 12.5 and 12.6 under a Delegation Agreement reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

- 13.4 In the event of termination, a final report and a request for payment of the balance have to be submitted according to Articles 3.8, 3.9 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to amicably settle any dispute or complaint relating to the interpretation, application or validity of the Agreement, including its existence, or termination.
- 14.2 Where the Organisation is not an international organisation and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented if necessary by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).
- 14.3 Where the Organisation is not an international organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within 120 days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.
- 14.4 Where the Organisation is an international organisation:
- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
 - b) in the absence of amicable settlement in accordance with Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 15: Recovery

- 15.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay to the Contracting Authority the amount due.
- 15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within 30 days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
- a) by offsetting it against any amounts owed to the Organisation by the EU;
 - b) by taking legal action in accordance with Article 14;

- c) in exceptional circumstances, justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.5(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.
- 15.5 Bank charges incurred from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.
- 15.6 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 15.7 Where the Contracting Authority is the European Commission, it may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 16: Accounts and archiving

Accounting

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply, provided that these Regulations and Rules conform to internationally accepted standards. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

Archiving

- 16.2 For a period of five years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts, Grant agreements and financial support to third parties concluded under this Agreement.

Article 17: Access and financial checks

- 17.1 The Organisation shall allow the European Commission, or any authorised representatives to conduct desk reviews and on-the-spot checks on the use made of the EU contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information which the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation

and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.

- 17.5 Where applicable, the desk reviews, investigations and on-the-spot checks referred to in Article 17.1 to 17.4 shall refer to a verification which shall be performed in accordance with the verification clauses agreed between the Organisation and the Commission. This is without prejudice to any cooperation agreement between OLAF and the Organisation's anti-fraud bodies.
- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

Article 18: Eligibility of costs

- 18.1 The eligible direct costs of the Action are costs that meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
 - b) they are incurred in accordance with the provisions of this Agreement.
 - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
 - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
 - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
 - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
 - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I;
 - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs but may be charged as part of the remuneration/indirect costs: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration/indirect costs shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration/indirect costs do not need to be supported by accounting documents. For Multi-donor and comparable Actions, the remuneration/indirect costs shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for Union financing:
- a. bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;

- b. full-purchase cost of equipment and assets unless, for EU External Actions and CFSP, the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;
- c. duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d. return of capital;
- e. debts and debt service charges;
- f. provision for losses, debts or potential future liabilities;
- g. banking charges for the transfers from the Contracting Authority;
- h. costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i. costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j. contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as direct eligible cost if it complies with the conditions set out in Article 18.1;
- k. costs of purchase of land or buildings, unless otherwise provided in the Special Conditions;
- l. for PA Grants: Salary costs of the personnel of national administrations, except if stated in the Special Conditions and if they relate to activities which the relevant public authority would not carry out if the Action were not undertaken.

Simplified cost options

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing. The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall ensure reasonably that no profit is generated. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices or on external information where available and appropriate.
- 18.6 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the agreed method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.7 For staff costs, the unit cost (the hourly, daily or half-daily rate) is calculated using the number of annual productive units (respectively productive hours, days or half-days).
- a) For the number of annual productive units, the Organisation may choose one of the following:
 - i) 1720 hours or 215 days or 430 half-days for persons working full time (or corresponding pro-rata for persons not working full time);
 - ii) the total number of hours or days or half-days worked by the person in the year for the Organisation, defined as the annual workable hours or days or half-days of the person (according to the employment contract, applicable labour agreement or national law) plus overtime worked minus absences (such as sick leave and special leave);
 - iii) the standard number of annual hours or days or half-days generally applied by the Organisation for its staff in accordance with its usual cost accounting practices. This number must be at least 90% of the standard annual workable hours or days or half-days.

For the purposes of points (ii) and (iii), the annual workable hours or days or half-days mean the period during which the staff must be working, at the Organisation's disposal and carrying out his/her activity or duties under the employment contract, applicable collective labour agreement or national working time legislation;
 - b) The number of actual units (hours or days or half-days) declared by the Organisation shall be necessary for the implementation of the Action and shall be identifiable and verifiable.
- 18.8 The total amount declared on the basis of simplified cost options may not exceed EUR 60.000, unless otherwise provided for in the Special Conditions. The ceiling of EUR 60.000 does not apply to staff costs determined on the basis of the usual accounting practices of the Organisation as referred to in Article 18.7, nor to the costs of project offices where declared using a simplified allocation method as set out in the Special Conditions.

- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.
- 18.10 Upon request of the Organisation, the European Commission may validate ex-ante the compliance of the methods used for determining the unit costs, lump sums or flat-rates or of the usual costs accounting practices. In such case, costs declared in compliance with those methods and accounting practices will not be challenged by ex post controls if the Organisation did not conceal any information for the purpose of their approval.

Article 19: Payments

- 19.1 Payment procedures shall be as follows:
- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within 30 days of receiving this Agreement signed by both Parties;
 - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
 - i) the reporting period is intended as a twelve-month period unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to 18 months, the reporting period shall cover it entirely;
 - ii) if at the end of the reporting period less than 70% of the immediate preceding payment (and 100% of previous payments, if any) has been subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been subject to a legal commitment;
 - iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
 - c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report;
 - d) the Contracting Authority shall pay the further pre-financing instalments and the balance within 90 days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.
- 19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.
- 19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.
- 19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions into the bank account referred to in the financial identification form in Annex IV.

Late payment interest

- 19.5 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:

- a) on expiry of the time limits for payments specified in Article 19.1, if the Organisation is not an EU Member State, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
- b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
- c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;
- d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
- e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment;
- f) for the purpose of Article 23.2, the interest shall not be treated as a receipt.

Article 20: Final amount of the EU contribution

- 20.1 The Contracting Authority shall determine the final amount of the EU contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
 - a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU contribution is higher than the total amount already paid to the Organisation; or
 - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU contribution is lower than the total amount already paid to the Organisation.
- 20.2 Without prejudice to Article 23 the final amount shall be the lower of the following amounts:
 - a) the maximum EU Contribution referred to in Article 3.1 (for Delegation Agreements) and Article 3.2 (for PA Grant Agreements) of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU contribution in accordance with Article 20.3;
 - c) for PA Grant Agreements only, the amount obtained by applying the percentage laid down in Article 3.2 of the Special Conditions to the eligible costs of the Action approved by the Contracting Authority.
- 20.3 Where the Action is not implemented, is not implemented in line with the Agreement, is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

Part II: Additional Provisions applicable only to Delegation Agreements

Article 21: Ex-post publication of information on Contractors and Grant Beneficiaries

- 21.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU: title of the contract/project, nature and purpose of the contract/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/project. The term "locality" shall mean the address for legal persons and the Region on NUTS³ 2 level, or equivalent, for natural persons. This information shall not be published for scholarships paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance of the requirements of confidentiality security and in particular the protection of personal data. The publication shall be

³ Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon>.

waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.

- 21.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 21.3 In the field of EU External Actions, where the Action is a Multi-donor Action and the EU contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

Article 22: Contracting and Early Detection and Exclusion System

Contracting

- 22.1 The Procurement Contracts and Grant contracts implementing the EU contribution shall be signed by the contracting deadline set out in Article 2.4 of the Special Conditions. After the contracting deadline, only contracts following early termination of an existing contract, addenda to existing contracts and contracts concerning final audits and evaluation may be signed.
- 22.2 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.
- 22.3 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by EU funds, if the Organisation becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
 - b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the EU's financial interest;
 - c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information.

Early Detection and Exclusion System

- 22.4 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has found that a third party is in one of the situations referred to in Article 22.3 (a) and (b) or if it has detected a fraud and/or an irregularity according to Article 2.2. The European Commission will introduce this information in the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 22.5 Without prejudice to the power of the European Commission to exclude an entity from future procurement contracts and grants financed by the EU, the Organisation may impose financial penalties on Contractors and Grant Beneficiaries according to its own Regulations and Rules ensuring, where applicable, the right of defence of the Contractor or Grant Beneficiary.
- 22.6 The Organisation may take into account, as appropriate and on its own responsibility the information contained in the Early Detection and Exclusion System, when implementing EU funds. Access to the

PART III: Additional provisions applicable only to PA Grants

Article 23: No Profit

- 23.1 The EU contribution may not produce a profit in the framework of the Action, unless specified otherwise in Article 7 of the Special Conditions. Profit is defined as a surplus of the receipts over the eligible costs approved by the Contracting Authority when the request for payment of the balance is made.
- 23.2 The receipts to be taken into account are the consolidated receipts on the date on which the payment request for the balance is made by the Organisation that fall within one of the two following categories:
- a) income generated by the Action, unless otherwise specified in the Special Conditions;
 - b) financial contributions specifically assigned by the donors to the financing of the same eligible costs financed by the Agreement and declared by the Organisation as actual costs under the Agreement. Any financial contribution that may be used by the Organisation to cover costs other than those eligible under this Agreement or that are not due to the donor where unused at the end of the Action are not to be considered as a receipt to be taken into account for the purpose of verifying whether the EU contribution produces a profit in the framework of the Action.
- 23.3 Where the final amount of the EU contribution determined in accordance with the Agreement would result in a profit, it shall be reduced by the percentage of the profit corresponding to the final EU contribution to the eligible costs actually incurred approved by the Contracting Authority.
- 23.4 The provisions in Articles 23.1 to 23.3 shall not apply to:
- a) Actions the objective of which is the reinforcement of the financial capacity of the Organisation if specified in Article 7 of the Special Conditions;
 - b) Actions which generate an income to ensure their continuity beyond the end of this Agreement, if specified in Article 7 of the Special Conditions;
 - c) EU contributions of EUR 60.000 or less.

Article 24: Contracting

- 24.1 Where the implementation of the Action requires the procurement of goods, works or services, the Organisation shall award the Procurement Contracts to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it shall avoid any conflict of interests. Where the procurement rules and procedures of the Organisation have been positively assessed by the European Commission, Procurement Contracts awarded in line with the assessed rules and procedures are deemed compliant with the aforementioned principles.
- 24.2 In the field of EU External Actions: where the Organisation or another donor provides co-financing other than in-kind contributions to the Action, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's Regulations and Rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

⁴ The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies the adequate data protection measures as provided in the Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.1.2001, p. 1).

Annex E

Obligations of the Water Utility

The aim of the present Annex is to define the duties and liabilities of the Water Utility and to facilitate the transfer of the ownership of the backhoe loader (JCB 4CX Sitemaster Eco) including 3 backhoe buckets, 1 front shovel, 1 hydraulic hammer, spare parts and other components which are stated in the Offer in Annex C ("Goods") to the Water Utility as per Supply Contract "Project Number 6541-02/2017; DevRAM project contract number: 005/2021".

Thus, the Water Utility hereby assumes ownership and undertakes to comply with the following obligations:

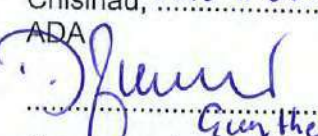
- To ensure the use of the Goods only for the operation and maintenance of the wastewater treatment plant, sewer network and the water supply system built in the framework of the DevRAM Project funded by the EU;
- To register the Goods in its name within 3 weeks of signing this contract;
- To participate in all the training sessions in connection with the Goods by the Seller;
- To be fully accountable for the proper maintenance of the Goods;
- To refrain from modifying the Goods without ADA's written approval.
- To bear all risks of any loss or damage to the Goods on delivery to them and to insure the Goods for all risks adequately;
- To immediately notify ADA without delay and in writing of any damage caused to the Goods;
- The ownership of the provided Goods shall not be disposed of in a legally effective way by means of assignment, transfer or pledge or in any other way;
- To permit inspections of ADA and/or of the European Commission of the Goods in order to verify the proper use in line with the intended purposes of the Goods for a period of ten years starting from the signing of the present Annex;
To immediately return the Goods in good condition to ADA at his expense if the project cannot be carried out or if the Cooperation Agreement, concluded between ADA and the Water Utility on 8 October 2018, is terminated prematurely.

The Water Utility is liable for any damage or injury that may be caused by any use of the Goods. The Water Utility shall bear sole responsibility for the Goods and shall indemnify ADA for and against any third-party claims relating to the Goods. This obligation shall include a duty to reimburse ADA for all costs for any legal proceedings and other expenses incurred by ADA in this regard. In the event of legal action being taken against ADA, the Water Utility shall – upon ADA's request, of which it may give notice at any time – join the litigation as an intervenor on the side of ADA.

In case of failure on the part of the Water Utility to comply with any of the obligations set out above in the present Annex, ADA can with immediate effect reclaim the Goods and claim the transfer of the property to ADA. In such case the Goods shall be returned immediately in good working order to ADA at the expense of the Water Utility.

Chisinau, 28.04.2021 (Date)

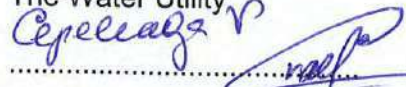
ADA


Company signature
(stamp, print name in block capitals)
(legally valid signature required)



28.04.2021 (Date)

The Water Utility



Company signature
(stamp, print name in block capitals)
(legally valid signature required)

Notice on processing of personal data

The present notice on the processing of personal data ("notice") describes how Austrian Development Agency (ADA), a society with limited liability under Austrian law, registered in the Commercial Register at the Commercial Court in Vienna under register entry 243529g, with its seat in Vienna and its address of business in Zelinkagasse 2, A-1010 Wien, Austria, processes your personal data.

1. Purposes of processing, categories of data processed, legal base for processing

Purposes of processing

We process your personal data

- to implement a procurement procedure with regards to awarding the tendered services, deliveries or works and
- related to concluding a contract with the bidder selected through the procurement procedure

in order to comply with our legal obligation to publish tenders on behalf of ADA as a contracting authority under the Federal Procurement Act (Bundesvergabegesetz – BVergG) as amended.

ADA requires personal data in order to verify the fulfillment of eligibility requirements and requirements pertaining to the qualification of bidders/subcontractors/third parties related to the subject-matter of the procurement procedure and in order to examine and assess the request for participation and – subsequently – any submitted offers with regards to eligibility criteria, selection criteria and/or award criteria and their quality and to – ultimately – conclude a contract with the selected bidder and to implement such contract.

Unless provided for in a contract, providing personal data to ADA is voluntary. However, if you do not provide the required personal data, your request for participation / offer cannot be processed and examined and ADA will not be in a position to consider it during the procurement procedure.

Categories of data processed by ADA

ADA processes the following categories of data

- Contact data of bidders: first name, last name, title, address
- Contact data and function of staff/subcontractors of bidders: first name, last name, title, address
- CVs and contact data of staff, key experts, subcontractors (in particular: name, photograph, date of birth, data on education and proof of education, professional experience, citizenship), address
- Data on references and letters of references provided to staff and key experts, including e.g. first name, last name, contact data, function of the person nominated as contact person regarding the reference with the respective contracting authority or former employer
- Data on references and letters of references of bidders and subcontractors, including e.g. first name, last name, contact data, function of the person nominated as contact person regarding the reference with the respective contracting authority and data on the respective contracting authority and other contracting authorities
- Data on the financial viability of bidders/subcontractors/third parties
- Data on the fulfillment of economic and financial eligibility criteria by bidders/sub-contractors

- Excerpts from the commercial register and/or a professional or trade register in which the bidder/subcontractor/third party is listed
- ID numbers related to the bidder/subcontractor/third party (e.g. UID number, ANKÖ number)
- Most recent accounting statement of the social security authorities competent for the bidder/sub-contractor/third party or equivalent document issued by the competent authority of the country of origin of the bidder/sub-contractor/third party that shows that the bidder/sub-contractor/third party have complied with their obligations according to the respective applicable legal provisions on the payment of social security contributions.
- Most recent accounting statement according to art. 229a Federal Tax Code (Bundesabgabenordnung) as amended, or equivalent document issued by the competent authority of the country of origin of the bidder/sub-contractor/third party that shows that the bidder/sub-contractor/third party have complied with their obligations according to the respective applicable legal provisions on the payment of taxes and dues.
- Extract from the criminal records registry (or an equivalent certificate issued by a court or an administrative authority of the country in which the bidder has its seat) on the bidder and its sub-contractors or – in case of a legal person, a registered business partnership or a consortium - all natural persons that form part of the management of the legal person; this includes – amongst others – members of the board and officers of the company authorized to sign on behalf of the company ("Prokuristen");
- Extract from the registry of administrative fines maintained by the Vienna Regional Health Insurance in its role as the Competence Center for Countering low-wage dumping and dumping of social rights ("Kompetenzzentrum LSDB") according to s. 34 of the Law on Countering Low-Wage dumping and dumping of social rights ("LSD-BG") as amended regarding the bidder and its subcontractors as to whether they have been punished with binding and final effect according to sections 28, 29 or 31 LSD-BG.
- Extract from the registry of administrative fines maintained by the Federal Ministry for Finance according to s. 28b of the Law on the Employment of Foreigners ("AuslBG") as amended regarding the bidders and its subcontractors on whether they have been punished with binding and final effect according to section 28 para. 1 ss. 1 AuslBG.
- Data on bank accounts (IBAN) of the bidder and its subcontractors;
- Excerpt from the trade register or presentation of the permits required to perform the respective services as issued in the country of origin of the bidder or the sub-contractor to carry out the respective services or a document regarding membership of the bidder or sub-contractor in an organization in which membership is mandatory in order to carry out the services in question

Legal bases for the processing of personal data

ADA processes your personal data on the basis of Art 6 ss 1 lit b, c and f of the GDPR.

ADA processes the following of your personal data on the basis of its legitimate interests (Art 6 ss 1 lit f GDPR) which consists in achieving the above-mentioned objectives:

In addition, personal data is processed on the basis of EU Directive 2014/24/EU on public procurement and the Federal Act on Public Procurement, in particular §§ 48, 49, 78ff., 90, 125ff., 134 ff. and Annex XI.

Contracting Authorities are legally obliged to conduct procurement procedures in line with the Federal Act on Public Procurement as amended. Data processing is carried out in fulfilling the tasks of a contracting authority on the basis of Austrian and EU legal provisions on public procurement. These form the basis for the processing of personal data (refer also to the section on purposes of processing).

2. Recipients or categories of recipients of personal data (including dissemination of the data to third countries or international organisations)

ADA transmits personal data to:

- Members of selection/evaluation boards
- IT service providers (e.g. for internal processing of data)
- Official Journal of the EU;
- Wiener Zeitung (and other platforms for the publication of procurement procedures)
- Authorities that review public procurement procedures;
- Courts;
- Authorities;
- Advisors, including law firms, technical consulting firms, expert advisors and witnesses;
- Federal Ministry for Europe, Integration and External Affairs
- <https://www.data.gv.at/>
- Construction Site database (s 31a of the Law on Social Rights of Construction Workers - Bauarbeiter-Urlaubs- und Abfertigungsgesetz – BUAG, as amended)
- Other bidders in the course of informing them on the award of a tender

Furthermore, ADA makes use of an electronic public procurement platform in order to implement procurement procedures (Lieferanzeiger der Wiener Zeitung).

ADA may be obliged to provide personal data in particular to organs and other persons authorized by the Austrian Court of Auditors (in particular according to s. 3 para. 2, s. 4 para. 1 and s. 13 para. 3 of the Federal Law on the Court of Auditors 1948, as amended), to the Federal Ministry of Finance (in particular according to sections 57 to 61 and 47 of the Federal Law of Public Finances - BHG 2013, as amended and section 14 of the Federal General Framework Regulation on Grants 2014 - ARR 2014, as amended) and to institutions of the European Union according to provisions of EU law.

It can also occur that personal data must be provided to the registry of administrative fines maintained by the Federal Ministry of Finance (in particular according to s. 28b of the Law on the Employment of Foreigners "AuslBG") or to the registry of administrative fines maintained by the Vienna Regional Health Insurance in its role as the Competence Center for Countering low-wage dumping and dumping of social rights ("Kompetenzzentrum LSDB") according to s. 34 of the Law on Countering Low-Wage dumping and dumping of social rights ("LSD-BG") as amended.

3. Manner of collection of personal data

ADA collects personal data using its server and on the basis of data provided to ADA by the bidder/sub-contractor/third party or by other contracting authorities. In addition, ADA uses data provided through public registries (e.g. register of firm authorized to carry out certain services, register of companies).

ADA obtains information on the bidder and – if applicable – its subcontractors, from the registry of administrative fines maintained by the Federal Ministry for Finance (in particular according to s. 28b of the Law on the Employment of Foreigners - "AuslBG" as amended) to verify whether they have been punished with binding and final effect according to section 28 para. 1 ss. 1 AuslBG.

In addition, ADA obtains information on the bidder and – if applicable – its subcontractors, from the registry of administrative fines maintained by the Vienna Regional Health Insurance in its role as the Competence Center for Countering low-wage dumping and dumping of social rights ("Kompetenzzentrum LSDB") according to s. 34 of the Law on Countering Low-Wage dumping and dumping of social rights ("LSD-BG") as amended regarding the bidder and its subcontractors as to whether they have been punished with binding and final effect according to sections 28, 29 or 31 LSD-BG.

4. Duration of storage of personal data

Your personal data is stored for the time required to achieve the purposes for which they are being processed taking account of legal obligations to maintain records. In any case, ADA stores your personal data at least for the period during which it is legally obliged to store such data (cf. s. 49 of the Federal Public Procurement Act), for which a contractual relationship between you and ADA exists (cf. s. 364 of the Federal Public Procurement Act) or during which potential legal claims are not yet barred by applicable statutes of limitations.

5. Your rights as a data subject

As a data subject, the GDPR grants you the following rights:

- If your personal data is being processed, you enjoy the right to information on personal data that is being processed (right of access by data subject as granted by art. 15 GDPR)
- If your personal data is inaccurate or incomplete, you enjoy the right to rectification (right of rectification by data subject as granted by art. 16 GDPR)
- If the conditions defined in the GDPR are met, you enjoy the right to erasure or the right to restriction of processing or right to object to the processing of your data (as granted by art. 17, 18 and 21 GDPR)
- If processing of your personal data is based upon your consent, you may revoke this consent at any time. Such withdrawal shall not affect the lawfulness of processing before consent was withdrawn (art. 7 GDPR)
- If processing of your personal data is based upon your consent or based upon a contract, and the processing of data is carried out by means of automated means, you may enjoy the right to data portability (art. 20 GDPR)

Should you exercise the above-mentioned rights, ADA will examine if the legal preconditions as defined in the GDPR are met.

Art. 77 s. 1 GDPR grants you the right to complain to the competent Supervisory Authority, the Austrian Data Protection Authority (Datenschutzbehörde, Wickenburggasse 8, A-1080 Wien, phone: +43-1-52-152-0, mail: dsb@dsb.gv.at).

6. Contact data

Please do not hesitate to contact us should you have any questions or concerns regarding the processing of your personal data:

Name and contact data of the data controller:

Austrian Development Agency, Zelinkagasse 2, A-1010 Wien, Austria

Tel: + 43 (0)1 90399 - 0

Fax: + 43 (0)1 90399 - 2290

e-mail: office(at)ada.gv.at

web: entwicklung.at

Contact data of the data protection officer

Austrian Development Agency, Data Protection Officer, Zelinkagasse 2, A-1010 Wien, Austria

E-Mail: dpo(at)ada.gv.at

ADA INFORMATION POINTS

WHEN TO CONTACT THE INFORMATION POINTS?

In the event of suspicion of irregularities (such as corruption, fraud, misuse of funds, breach of contract) concerning projects funded by the Austrian Development Agency (ADA).

WHO CAN CONTACT THE INFORMATION POINTS?

- ADA employees
- **Contract partners of ADA (Contractors), their partners (sub-contractors, sub-recipients) and their employees**
- Beneficiaries of ADA projects and every informant of the interested general public

HOW TO GET IN TOUCH WITH THE INFORMATION POINTS?

General Information can be found on the **ADA-Website:**

<https://www.entwicklung.at/en/ada/integrity>

- **Internal Information Point**

ADA Integrity Officers

www.entwicklung.at/en/ada/integrity/electronic-whistleblower-portal

Address: Zelinkagasse 2

1010 Vienna, Austria

You may also contact the competent local **ADA Coordination Office.**

- **External Information Point/ Ombudsperson**

Dr. Pilar Koukol

www.paulitsch.law/ombudsperson-ada/en

E-mail: ombudsperson-ada@paulitsch.law

Phone: +43 1 361 4007

Address: Hoher Markt 8-9/2/10

1010 Vienna, Austria

HOW WILL INFORMATION BE TREATED?

Confidentially: Information will be treated with the highest confidentiality. If requested, the identity of the informant will not be passed on. Anonymous information is also accepted. However, deliberate false reports shall not be tolerated.

Independently: The ADA Integrity Officers (members of the Executive Unit Law) and the External Ombudsperson are not subject to directives in regard to their activities. Only they have access to reported information.

Follow-up: Every reported information is subject to an acknowledgment of receipt.



INFORMATION CODE OF CONDUCT

Your organisation will act as partner¹ of the Contractor *Eximotor SA* of the Austrian Development Agency (ADA) within the funded project **Development of Rural Areas in the Republic of Moldova (ADC-Contract No. 6541-02/2017, DevRAM contract number 005/2021)**

ADA has the statutory mandate to carry out measures of development cooperation. In order to fulfil this mission, **integrity** and **professionalism** are prerequisites for ADA.

ADA expects from its Contractors and their partners the **adherence to the following fundamental rules** in the implementation of its projects:

- Personal interests may affect the objective and substantive performance of the project. Conflicts of interest may arise, for example, due to personal or commercial connections with target groups or third contractual partners of ADA. Partners of the Contractor shall notify the **Contractor promptly of each and every existing or potential conflict of interest**, so that the Contractor can consult with ADA with respect to further action.
- **Contractors and their partners shall not solicit third parties for any gifts or other personal benefits in the course of the project implementation.** Only low-value gratuities which are customary in the local area and business sector may be accepted or granted. It is never permissible to grant or accept gifts or other personal benefits with regard to an action or omission in breach of an obligation or the exercise of an undue influence on the decision-making process of a third party.
- Activities in the course of the project implementation must **not contribute to any violation of human rights** (neither directly nor indirectly). In particular, **non-discrimination principles and principles of equal treatment** must be complied with. Social and environmental standards stipulated by local law or international agreements shall be observed.
- Applicable laws or provisions on combating money laundering or terrorism financing shall be complied with and all reasonable efforts shall be taken to prevent any violation of such provisions in the course of the project implementation.
- **Reporting Persons** shall not incur any detriment or discrimination due to providing information in **good faith**.

¹ Partners of the Contractor are particularly its sub-contractors.

Declaration on honour for grants and procurement contracts equal to or above EUR 10,000

This declaration on honour is applicable to all grants and procurement contracts (i.e. supply, services, works) of the Austrian Development Agency equal to or above the threshold of EUR 10,000.

The undersigned [*Socolova Natalia*], representing:

(only for natural persons) himself or herself:	(only for legal persons) the following legal person:
ID or passport number: Socolova Natalia (‘the person’)	Full official name: Eximotor JSC Official legal form: JSC Statutory registration number: 1002600034712 Full official address: Republic of Moldova, Chisinau city, Albisoara 38a street VAT registration number: 0603690 (‘the entity’)

The person or entity is not required to submit this declaration if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year. In this case, the signatory declares that the person has already provided the same declaration for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

For procurement contracts only:

The above-mentioned person or entity declares that he/it meets the required eligibility criteria in respect of legal authority, technical capacity as well as financial and economic capacity; in particular, he/it declares to comply with the following criteria:		
- he/it has the legal and regulatory capacity to pursue the professional activity needed for performing the contract;	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
- he/it fulfills the applicable economic and financial criteria indicated in the contract notice/Terms of Reference;	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
- he/it fulfills the applicable technical and professional criteria indicated in the contract notice/Terms of Reference.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

The above-mentioned person or entity is legally authorized (by commercial license) to carry out the following business(es) / service(s):

The above-mentioned person or entity declares that no grounds of exclusion pursuant to Section 78 Bundesvergabegesetz 2018 ¹ are present, neither with regard to him/it, nor with regard to any physical person who is a member of its management, decision-making or supervisory body or who exercises power of representation, decision-making or control within that body or with regard to any subcontractor or other third party.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
---	--	--------------------------------

For grants and procurement contracts:

The above-mentioned person or entity declares that none of the exclusion situations provided for in Article 136 of the <u>EU Financial Regulation</u> (2018) ¹ apply.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
--	--	--------------------------------

The above-mentioned person or entity declares that he/it will supply, upon request and without delay, any additional information and specified proof for the assessment of exclusion situations (and/or eligibility criteria in case of procurement contracts).	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
---	--	--------------------------------

If the person or entity declares one of the situations of exclusion or non-fulfilment of the eligibility criteria, it must indicate measures it has taken to remedy the situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration.


The above-mentioned person or entity must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative or criminal sanctions if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name
Natalia Socolova

Date
19/03/21

Signature



¹ Bundesgesetz über die Vergabe von Aufträgen (Bundesvergabegesetz 2018 – BVergG 2018), BGBl. I Nr. 65/2018.

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

Data primirii 01.04.2019 11:04:18

Anexe la SNC
 "Prezentarea situațiilor
 financiare"
 Aprobat de Ministerul Finanțelor
 al Republicii Moldova

SITUAȚIILE FINANCIARE

pentru perioada 01.01.2018 31.12.2018

Entitatea SA Eximotor
 (Denumirea completă)
 37541535 1002600034712
 (Cod CUIO) (Cod IDNO)

Sediul: MD MD-2024 MUN.CHIȘINĂU; MUN.CHIȘINĂU SEC.RÎȘCANI 150
 (Cod poștal) Raionul (municipiul, UTA); Localitatea
 Aerodromului, 15, , of.6 Cod CUATM

Activitatea principală: strada, nr, bl.
 Comert cu amanuntul de piese si accesorii pentru autovehicule
 G4532

Forma de proprietate: Proprietate privată
 Cod CAEM, rev.2 15

Forma organizatorico-juridică: SOCIETATI PE ACTIUNI 500
 Cod CFOJ

Date de contact: Tel. +37322407545 e-mail contabil@coleso.md
 WEB:

Numele și coordonatele al contabilului-șef: Dl (dna) Nadejda Bezrucico Unitatea de măsură: leu
 Tel. +37368407878

Anexa 8

Notă informativă privind veniturile și cheltuielile clasificate după natură

Indicatori	Cod rd.	Perioada de gestiune	
		precedentă	curentă
1	2	3	4
Venituri din vânzări	010	220.130.278	229.090.295
Alte venituri din activitatea operațională	020	216.888	164.601
Venituri din alte activități	030	8.455.822	6.119.478
Total venituri (rd.010 + rd.020 + rd.030)	040	228.802.988	235.374.374
Variația stocurilor	050		0
Costul vânzărilor mărfurilor vândute	060	192.480.388	200.875.723
Cheltuieli privind stocurile	070	3.736.520	6.487.055
Cheltuieli cu personalul privind remunerarea muncii	080	3.206.639	3.905.495
Contribuții de asigurări sociale de stat obligatorii și prime de asigurare obligatorie de asistență medicală	090	923.674	1.092.759
Cheltuieli cu amortizarea și deprecierea activelor imobilizate	100	1.969.440	3.312.384
Alte cheltuieli	110	5.208.585	3.556.021
Cheltuieli din alte activități	120	5.673.148	6.978.032
Total cheltuieli (rd.050 + rd.060 + rd.070 + rd.080 + rd.090 + rd.100 + rd.110 + rd.120)	130	213.198.394	226.207.469
Profit (pierdere) până la impozitare (rd.040 – rd.130)	140	15.604.594	9.166.905
Cheltuieli privind impozitul pe venit	150	1.494.673	916.492
Profit (pierdere) net al perioadei de gestiune (rd.140 – rd.150)	160	14.109.921	8.250.413

BILANȚUL

la 31.12.2018

Nr. cpt.	ACTIV	Cod rd.	Sold la	
			Începutul perioadei de gestiune	Sfârșitul perioadei de gestiune
1	2	3	4	5
1.	Active imobilizate			
	Imobilizări necorporale	010	37.205	35.456
	Imobilizări corporale în curs de execuție	020	409.985	735.326
	Terenuri	030	1.804.423	2.333.912
	Mijloace fixe	040	38.930.814	46.899.819
	Resurse minerale	050		
	Active biologice imobilizate	060		
	Investiții financiare pe termen lung în părți neafiliate	070		
	Investiții financiare pe termen lung în părți afiliate	080		
	Investiții imobiliare	090		
	Creanțe pe termen lung	100		
	Avansuri acordate pe termen lung	110		
	Alte active imobilizate	120		
	Total active imobilizate (rd.010 + rd.020 + rd.030 + rd.040 + rd.050 + rd.060 + rd.070 + rd.080 + rd.090 + rd.100 + rd.110 + rd.120)	130	41.182.427	50.004.513
2.	Active circulante			
	Materiale	140	1.058.467	164.770
	Active biologice circulante	150		
	Obiecte de mică valoare și scurtă durată	160	45.307	35.730
	Producția în curs de execuție și produse	170		0
	Mărfuri	180	46.543.768	45.682.182
	Creanțe comerciale	190	31.646.475	38.209.540
	Creanțe ale părților afiliate	200		
	Avansuri acordate curente	210	14.013.334	9.468.952
	Creanțe ale bugetului	220	664.505	2.135.163
	Creanțe ale personalului	230		314
	Alte creanțe curente	240	8.645	1.307
	Numerar în casierie și la conturi curente	250	1.609.076	4.017.221
	Alte elemente de numerar	260	0	
	Investiții financiare curente în părți neafiliate	270	878	840
	Investiții financiare curente în părți afiliate	280		
	Alte active circulante	290	66.991	36.948
	Total active circulante (rd.140 + rd.150 + rd.160 + rd.170 + rd.180 + rd.190 + rd.200 + rd.210 + rd.220 + rd.230 + rd.240 + rd.250 + rd.260 + rd.270 + rd.280 + rd.290)	300	95.657.446	99.752.967
	Total active (rd.130 + rd.300)	310	136.839.873	149.757.480



Nr. cpt.	P A S I V	Cod rd.	Sold la	
			Începutul perioadei de gestiune	Sfârșitul perioadei de gestiune
1	2	3	4	5
3.	Capital propriu			
	Capital social și suplimentar	320	20.000	20.000
	Rezerve	330		
	Corecții ale rezultatelor anilor precedenți	340	X	61.467
	Profit nerepartizat (pierdere neacoperită) al anilor precedenți	350	46.070.787	46.070.787
	Profit net (pierdere netă) al perioadei de gestiune	360	X	8.250.413
	Profit utilizat al perioadei de gestiune	370	X	
	Alte elemente de capital propriu	380		
	Total capital propriu (rd.320 + rd.330 + rd.340 + rd.350 + rd.360 - rd.370 + rd.380)	390	46.090.787	54.402.667
4.	Datorii pe termen lung			
	Credite bancare pe termen lung	400	16.077.680	11.258.930
	Împrumuturi pe termen lung	410	29.656.846	29.656.846
	Datorii pe termen lung privind leasingul financiar	420	0	
	Alte datorii pe termen lung	430		
	Total datorii pe termen lung (rd.400 + rd.410 + rd.420 + rd.430)	440	45.734.526	40.915.776
5.	Datorii curente			
	Credite bancare pe termen scurt	450		
	Împrumuturi pe termen scurt	460	3.709.082	3.703.727
	Datorii comerciale	470	38.259.559	38.573.738
	Datorii față de părțile afiliate	480		0
	Avansuri primite curente	490	2.188.368	11.673.184
	Datorii față de personal	500	700	1.577
	Datorii privind asigurările sociale și medicale	510	66.496	131.589
	Datorii față de buget	520	790.355	355.222
	Venituri anticipate curente	530		
	Datorii față de proprietari	540		
	Finanțări și încasări cu destinație specială curente	550		
	Provizioane curente	560		
	Alte datorii curente	570		
	Total datorii curente (rd.450 + rd.460 + rd.470 + rd.480 + rd.490 + rd.500 + rd.510 + rd.520 + rd.530 + rd.540 + rd.550 + rd.560 + rd.570)	580	45.014.560	54.439.037
	Total pasive (rd.390 + rd.440 + rd.580)	590	136.839.873	149.757.480



SITUAȚIA DE PROFIT ȘI PIERDERE

Anexa 2

de la 01.01.2018 până la 31.12.2018

Indicatori	Cod rd.	Perioada de gestiune	
		precedentă	curentă
1	2	3	4
Venituri din vânzări	010	220.130.278	229.090.295
Costul vânzărilor	020	192.480.388	200.875.723
Profit brut (pierdere brută) (rd.010 - rd.020)	030	27.649.890	28.214.572
Alte venituri din activitatea operațională	040	216.888	164.601
Cheltuieli de distribuie	050	9.686.671	12.379.367
Cheltuieli administrative	060	1.801.891	2.418.326
Alte cheltuieli din activitatea operațională	070	3.556.296	3.556.021
Rezultatul din activitatea operațională: profit (pierdere) (rd.030 + rd.040 - rd.050 - rd.060 - rd.070)	080	12.821.920	10.025.459
Rezultatul din alte activități: profit (pierdere)	090	2.782.674	-858.554
Profit (pierdere) până la impozitare (rd.080 + rd.090)	100	15.604.594	9.166.905
Cheltuieli privind impozitul pe venit	110	1.494.673	916.492
Profit net (pierdere netă) al perioadei de gestiune (rd.100 - rd.110)	120	14.109.921	8.250.413

SITUAȚIA MODIFICĂRIILOR CAPITALULUI PROPRIU

Anexa 3

de la 01.01.2018 până la 31.12.2018

Nr. d/o	Indicatori	Cod rd.	Sold la începutul perioadei de gestiune	Majorări	Diminuări	Sold la sfârșitul perioadei de gestiune
1	2	3	4	5	6	7
1	Capital social și suplimentar					
	Capital social	010	20.000			20.000
	Capital suplimentar	020				
	Capital nevărsat	030	()	()	()	()
	Capital neînregistrat	040				
	Capital retras	050	()	()	()	()
	Total capital social și suplimentar (rd.010 + rd.020 + rd.030 + rd.040 + rd.050)	060	20.000			20.000
2	Rezerve					
	Capital de rezervă	070				
	Rezerve statutare	080				
	Alte rezerve	090				
	Total rezerve (rd.070 + rd.080 + rd.090)	100				0
3	Profit nerepartizat (pierdere neacoperită)					
	Corecții ale rezultatelor anilor precedenți	110		61.467		61.467
	Profit nerepartizat (pierdere neacoperită) al anilor precedenți	120	46.070.787			46.070.787
	Profit net (pierdere netă) al perioadei de gestiune	130	X	8.250.413		8.250.413
	Profit utilizat al perioadei de gestiune	140	X			
	Rezultatul din tranziția la noile reglementări contabile	150		()	()	(0,00)
	Total profit nerepartizat (pierdere neacoperită) (rd.110 + rd.120 + rd.130 + rd.140 + rd.150)	160	46.070.787	8.311.880		54.382.667
4	Alte elemente de capital propriu, din care	170				
	Diferențe din reevaluare	171				
	Subvenții entităților cu proprietate publică	172				
	Total capital propriu (rd.060 + rd.100 + rd.160 + rd.170)	180	46.090.787	8.311.880		54.402.667

SITUAȚIA FLUXURILOR DE NUMERAR

Anexa 4

de la 01.01.2018 pînă la 31.12.2018

Indicatori	Cod rd.	Perioada de gestiune	
		precedentă	curentă
1	2	3	4
Fluxuri de numerar din activitatea operațională			
Încasări din vânzări	010	250.352.195	270.104.884
Plăți pentru stocuri și servicii procurate	020	254.026.593	189.731.435
Plăți către angajați și organe de asigurare socială și medicală	030	4.119.195	4.988.806
Dobînzii plătite	040	2.175.989	2.019.324
Plata impozitului pe venit	050	1.589.897	1.666.970
Alte încasări	060	331.056.827	162.099.980
Alte plăți	070	325.231.315	226.542.397
Fluxul net de numerar din activitatea operațională (rd.010 – rd.020 – rd.030 – rd.040 – rd.050 + rd.060 – rd.070)	080	-5.733.967	7.255.932
Fluxuri de numerar din activitatea de investiții			
Încasări din vânzarea activelor imobilizate	090		65.198
Plăți aferente intrărilor de active imobilizate	100		
Dobînzii încasate	110		
Dividende încasate	120		
Alte încasări (plăți)	130		
Fluxul net de numerar din activitatea de investiții (rd.090 – rd.100 + rd.110 + rd.120 ± rd.130)	140		65.198
Fluxuri de numerar din activitatea financiară			
Încasări sub formă de credite și împrumuturi	150	79.067.336	63.337.964
Plăți aferente rambursării creditelor și împrumuturilor	160	74.172.457	68.162.069
Dividende plătite	170		
Încasări din operațiuni de capital	180		
Alte încasări (plăți)	190		
Fluxul net de numerar din activitatea financiară (rd.150 – rd.160 – rd.170 + rd.180 ± rd.190)	200	4.894.879	-4.824.105
Fluxul net de numerar total (± rd.080 ± rd.140 ± rd.200)	210	-839.088	2.497.025
Diferențe de curs valutar favorabile (nefavorabile)	220	48.231	-88.880
Sold de numerar la începutul perioadei de gestiune	230	2.399.933	1.609.076
Sold de numerar la sfîrșitul perioadei de gestiune (± rd.210 ± rd.220 + rd.230)	240	1.609.076	4.017.221



Date generale

1. Certificat de înregistrare a entității, eliberat de Camera Înregistrării de Stat.

Număr de înregistrare 10026000347 Data înregistrării 12.06.1995 Seria MO Număr 001131112
12

2. Capital social înregistrat de Camera Înregistrării de Stat:

data 12.06.1995, suma 20.000 lei, inclusiv:

1) cota statului _____ lei,

2) cota deținătorilor a cel puțin 20% _____ lei,

Modificări ulterioare:

a) _____, suma _____ lei, inclusiv cota statului _____ lei,

b) _____, suma _____ lei, inclusiv cota statului _____ lei,

3. Entitățile, activitatea cărora necesită licență, indică:

Licența în vigoare:

) Număr _____, data eliberării _____

Termen de valabilitate _____

Tipul de activitate _____

Organul care a eliberat licența _____

4. Numărul mediu scriptic al personalului în perioada de gestiune _____ 99 persoane, inclusiv pe categorii:

1) personal administrativ _____ 10 persoane,

2) muncitori _____ 89 persoane,

5. Numărul personalului la 31.12.2018 _____ 100 persoane.

6. Remunerarea personalului entității în perioada de gestiune _____ 3.905.495 lei.

7. Remunerarea membrilor organelor de administrare, de conducere și supraveghere și alte angajamente apărute sau asumate în legătură cu pensiile membrilor actuali sau ale foștilor membri ai acestor organe, pe categorii _____ lei.

8. Avansurile și creditele acordate membrilor organelor specificate la pct.7 _____ lei, inclusiv rambursate _____ lei.

9. Valoarea activelor imobilizate și circulante, înregistrate în calitate de gaj¹

1) valoarea de gaj _____ lei,

2) valoarea contabilă _____ lei.

10. Numărul acțiunilor ordinare la finele perioadei de gestiune _____ 20.000 unități.

11. Profit net (pierdere netă) a perioadei de gestiune pentru o acțiune ordinară:

1) profit _____ lei,

2) pierdere _____ lei.

12. Dividende calculate pentru o acțiune ordinară pentru perioada de gestiune:

1) plătite _____ lei,

2) planificate pentru plată _____ lei.

13. Valută străină disponibilă, recalculată în monedă națională a Republicii Moldova – total _____ 994.938 lei, inclusiv (lei, denumirea și codul valutei):

1) 126361 _____ codul valutei Euro

2) 85410 _____ codul valutei US Dollar

3) 783167 _____ codul valutei Russian Ruble

14. Numerar legat – total _____ lei.

În rîndurile, în care se înscriu sumele de gaj, în toate coloanele prin fracție se reflectă:

a) la numărător – valoarea de gaj;

b) la numitor – valoarea contabilă



Recipisa de primire a raportului

ID-ul raportului	485790
Tipul raportului	RSF1
Tipul perioadei de raportare	Anual
Anul de raportare	2018
Numărul de raportare a perioadei (număr)	10
Numărul de raportare a perioadei (text)	an
Codul statistic al organizației	37541535
Codul fiscal al organizației	1002600034712
IDNO organizației	1002600034712
Denumirea organizației	SA Eximotor
Statutul raportului	Primit la BNS
Data creării raportului	31.03.2019 13:11:21
Data expedierii raportului	01.04.2019 11:04:18
Subdiviziunea teritorială a BNS	mun. Chișinău
Telefonul subdiviziunii teritoriale a BNS	0-22-739581

Таблицы финансового отчёта автоматически проверены на арифметические ошибки и логические связи между таблицами.

Контроль показателей на соответствие с предыдущим финансовым отчётом на данный момент НЕ выполнен.

Ответственность за правильность отражения экономических операций в бухгалтерском учёте и применённых методов учёта, а также за достоверность и полноту представленных данных и приложений несёт субъект и его ответственные лица, подписавшие финансовые отчёты.



Data prezentării 29.05.2020 18:13:53

SITUATIILE FINANCIARE

Anexe la SNC
 "Prezentarea situațiilor financiare"
 Aprobat de Ministerul Finanțelor
 al Republicii Moldova

pentru perioada 01.01.2019 - 31.12.2019

BIROUL NAȚIONAL DE STATISTICĂ

Entitatea: EXIMOTOR S.A.

Sediul: Aerodromului nr.15 of.6

Raionul(municipiul): 106, DDF RISCANI

Satul(comuna):

Strada: Aerodromului nr.15 of.6

Cod postal: 2024

Cod CUATM: 0150, SEC.RISCANI

Activitatea principală: G4532, Comerț cu amanuntul de piese și accesorii pentru autovehicule

Forma proprietate: 16, Proprietate colectivă

Forma organizatorico-juridică: 500, Societățile pe acțiuni

Cod CUIÎO: 37541535

Codul fiscal: 1002600034712

WEB:

Numele și coordonatele al contabilului-sef: Bezrucico Nadejda

Telefon: +37322407545

Numărul mediu scriptic al personalului în perioada precedentă: 99 persoane.

Unitatea de masura: leu

Notă informativă privind veniturile și cheltuielile clasificate după natură

Anexa 8

Indicatori	Cod rd.	Perioada de gestiune	
		precedenta	curenta
1	2	3	4
Venituri din vânzări	010	229090295	280341372
Alte venituri din activitatea operațională	020	164601	596627
Venituri din alte activități	030	6119478	12811294
Total venituri (rd.010 + rd.020 + rd.030)	040	235374374	293749293
Variația stocurilor	050		
Costul vânzării mărfurilor vândute	060	200875723	248149636
Cheltuieli privind stocurile	070	6487055	7706383
Cheltuieli cu personalul privind remunerarea muncii	080	3905495	5063517
Contribuții de asigurări sociale de stat obligatorii și prime de asigurare obligatorie de asistență medicală	090	1092759	1222688
Cheltuieli cu amortizarea și deprecierea activelor imobilizate	100	3312384	3590547
Alte cheltuieli	110	3556021	3213522
Cheltuieli din alte activități	120	6978032	13189307
Total cheltuieli (rd.050 + rd.060 + rd.070 + rd.080 + rd.090 + rd.100 + rd.110 + rd.120)	130	226207469	282135600
Profit (pierdere) pînă la impozitare (rd.040 - rd.130)	140	9166905	11613693
Cheltuieli privind impozitul pe venit	150	916492	1363659
Profit (pierdere) net al perioadei de gestiune (rd.140 - rd.150)	160	8250413	10250034



BILANȚUL

la

Anexa 1

Nr. cpt.	ACTIV	Cod rd.	Sold la	
			Inceputul perioadei de gestiune	Sfirsitul perioadei de gestiune
1	2	3	4	5
1.	Active imobilizate			
	Imobilizari necorporale	010	35456	33707
	Imobilizari corporale in curs de executie	020	735326	90173
	Terenuri	030	2333912	6372191
	Mijloace fixe	040	46899819	50913004
	Resurse minerale	050		
	Active biologice imobilizate	060		
	Investitii financiare pe termen lung in parti neafiliate	070		
	Investitii financiare pe termen lung in parti afiliate	080		
	Investitii imobiliare	090		
	Creante pe termen lung	100		
	Avansuri acordate pe termen lung	110		
	Alte active imobilizate	120		
	Total active imobilizate (rd.010 + rd.020 + rd.030 + rd.040 + rd.050 + rd.060 + rd.070 + rd.080 + rd.090 + rd.100 + rd.110 + rd.120)	130	50004513	57409075
2.	Active circulante			
	Materiale	140	164770	125631
	Active biologice circulante	150		
	Obiecte de mica valoare si scurta durata	160	35730	42242
	Productia in curs de executie si produse	170		
	Marfuri	180	45682182	60941851
	Creante comerciale	190	38209540	37621290
	Creante ale partilor afiliate	200		
	Avansuri acordate curente	210	9468952	10929786
	Creante ale bugetului	220	2135163	2543746
	Creante ale personalului	230	314	
	Alte creante curente	240	1307	982
	Numerar in casierie si la conturi curente	250	4017221	1902858
	Alte elemente de numerar	260		7977
	Investitii financiare curente in parti neafiliate	270	840	806
	Investitii financiare curente in parti afiliate	280		
	Alte active circulante	290	36948	
	Total active circulante (rd.140 + rd.150 + rd.160 + rd.170 + rd.180 + rd.190 + rd.200 + rd.210 + rd.220 + rd.230 + rd.240 + rd.250 + rd.260 + rd.270 + rd.280 + rd.290)	300	99752967	
	Total active (rd.130 + rd.300)	310	149757480	



Nr. opt.	ACTIV	Cod rd.	Sold la	
			Începutul perioadei de gestiune	Sfârșitul perioadei de gestiune
1	2	3	4	5
3.	Capital propriu			
	Capital social și suplimentar	320	20000	20000
	Rezerve	330		
	Corecții ale rezultatelor anilor precedenți	340	x	14732
	Profit nerepartizat (pierdere neacoperită) al anilor precedenți	350	54382667	54382667
	Profit net (pierdere netă) al perioadei de gestiune	360	x	10250034
	Profit utilizat al perioadei de gestiune	370	x	
	Alte elemente de capital propriu	380		
	Total capital propriu (rd.320 + rd.330 + rd.340 + rd.350 + rd.360 - rd.370 + rd.380)	390	54402667	64667433
4.	Datorii pe termen lung			
	Credite bancare pe termen lung	400	11258930	18184590
	Împrumuturi pe termen lung	410	29656846	29656846
	Datorii pe termen lung privind leasingul financiar	420		
	Alte datorii pe termen lung	430		
	Total datorii pe termen lung (rd.400 + rd.410 + rd.420 + rd.430)	440	40915776	47841436
5.	Datorii curente			
	Credite bancare pe termen scurt	450		
	Împrumuturi pe termen scurt	460	3703727	3780009
	Datorii comerciale	470	38573738	41833090
	Datorii față de partile afiliate	480		
	Avansuri primite curente	490	11673184	12882545
	Datorii față de personal	500	1577	83945
	Datorii privind asigurările sociale și medicale	510	131589	192009
	Datorii față de buget	520	355222	287548
	Venituri anticipate curente	530		
	Datorii față de proprietari	540		
	Finanțări și încasări cu destinație specială curente	550		
	Provizioane curente	560		
	Alte datorii curente	570		
	Total datorii curente (rd.450 + rd.460 + rd.470 + rd.480 + rd.490 + rd.500 + rd.510 + rd.520 + rd.530 + rd.540 + rd.550 + rd.560 + rd.570)	580	54439037	59059146
	Total pasive (rd.390 + rd.440 + rd.580)	590	149757480	171568015

SITUATIA DE PROFIT SI PIERDERE

de la pînă la

Indicatori	Cod rd.	Perioada de gestiune	
		precedenta	



1	2	3	4
Indicatori	Cod rd.	Perioada de gestiune precedenta	curenta
1	2	3	4
Venituri din vânzări	010	229090295	280341372
Costul vânzării	020	200875723	248149636
Profit brut (pierdere brută) (rd.010 - rd.020)	030	28214572	32191736
Alte venituri din activitatea operațională	040	164601	596627
Cheltuieli de distribuție	050	12379367	14732534
Cheltuieli administrative	060	2418326	2880830
Alte cheltuieli din activitatea operațională	070	3556021	3183293
Rezultatul din activitatea operațională: profit (pierdere) (rd.030 + rd.040 - rd.050 - rd.060 - rd.070)	080	10025459	11991706
Rezultatul din alte activități: profit (pierdere)	090	-858554	-378013
Profit (pierdere) până la impozitare (rd.080 + rd.090)	100	9166905	11613693
Cheltuieli privind impozitul pe venit	110	916492	1363659
Profit net (pierdere netă) al perioadei de gestiune (rd.100 - rd.110)	120	8250413	10250034

SITUATIA MODIFICARILOR CAPITALULUI PROPRIU

de la pînă la

Anexa 3

Nr. d/o	Indicatori	Cod rd	Sold la începutul perioadei de gestiune	Majorări	Diminuări	Sold la sfîrșitul perioadei de gestiune
1	2	3	4	5	6	7
1	Capital social și suplimentar					
	Capital social	010	20000			
	Capital suplimentar	020				20000
	Capital neversat	030	()	()	()	()
	Capital neînregistrat	040				
	Capital retras	050	()	()	()	()
	Total capital social și suplimentar (rd.010 + rd.020 + rd.030 + rd.040 + rd.050)	060	20000			20000
2	Rezerve					
	Capital de rezerva	070				
	Rezerve statutare	080				
	Alte rezerve	090				
	Total rezerve (rd.070 + rd.080 + rd.090)	100				
3	Profit nerepartizat (pierdere neacoperită)					
	Corecții ale rezultatelor anilor precedenți	110	X	24586	9854	14732
	Profit nerepartizat (pierdere neacoperită) al anilor precedenți	120	54382667			54382667
	Profit net (pierdere netă) al perioadei de gestiune	130	X	10250034		10250034
	Profit utilizat al perioadei de gestiune	140	X			



Nr. d/o	Indicatori	Cod rd	Sold la începutul perioadei de gestiune	Majorari	Diminuari	Sold la sfîrșitul perioadei de gestiune
1	2	3	4	5	6	7
	Rezultatul din tranziția la noile reglementări contabile	150				
	Total profit nerepartizat (pierdere neacoperita) (rd.110 + rd.120 + rd.130 - rd.140 + rd.150)	160	54382667	10274620	9854	64647433
	Alte elemente de capital propriu, din care	170				
4	Diferente din reevaluare	171				
	Subvenții entităților cu proprietate publică	172				
	Total capital propriu (rd.060 + rd.100 + rd.160 + rd.170)	180	54402667	10274620	9854	64667433

SITUAȚIA FLUXURILOR DE NUMERAR

de la pînă la

Anexa 4

Indicatori	Cod rd	Perioada de gestiune	
		precedenta	curenta
1	2	3	4
Fluxuri de numerar din activitatea operațională			
Incasări din vânzări	010	270104884	335773714
Plăți pentru stocuri și servicii procurate	020	189731435	329240525
Plăți către angajați și organe de asigurare socială și medicală	030	4968806	6207516
Dobânzi plătite	040	2019324	2067605
Plata impozitului pe venit	050	1666970	1058582
Alte incasări	060	162099980	1325304
Alte plăți	070	226542397	7390408
Fluxul net de numerar din activitatea operațională (rd.010 - rd.020 - rd.030 - rd.040 - rd.050 + rd.060 - rd.070)	080	7255932	-8865618
Fluxuri de numerar din activitatea de investiții			
Incasări din vânzarea activelor imobilizate	090	65198	6092583
Plăți aferente intrărilor de active imobilizate	100		5795380
Dobânzi incasate	110		
Dividende incasate	120		
Alte incasări (plăți)	130		
Fluxul net de numerar din activitatea de investiții (rd.090 - rd.100 + rd.110 + rd.120 ± rd.130)	140	65198	297203
Fluxuri de numerar din activitatea financiară			
Incasări sub formă de credite și împrumuturi	150	63337964	
Plăți aferente rambursării creditelor și împrumuturilor	160	68162069	
Dividende plătite	170		
Incasări din operațiuni de capital	180		
Alte incasări (plăți)	190		



Indicatori	Cod rd	Perioada de gestiune	
		precedenta	curenta
1	2	3	4
Fluxul net de numerar din activitatea financiara (rd.150 - rd.160 - rd.170 + rd.180 ± rd.190)	200	-4824105	7002923
Fluxul net de numerar total (± rd.080 ± rd.140 ± rd.200)	210	2497025	-1565492
Diferente de curs valutar favorabile (nefavorabile)	220	-88880	-540894
Sold de numerar la inceputul perioadei de gestiune	230	1609076	4017221
Sold de numerar la sfirsitul perioadei de gestiune (± rd.210 ± rd.220 + rd.230)	240	4017221	1910835

Date generale

Anexa 6

- Certificat de inregistrare a entitatii, eliberat de Camera Inregistrarii de Stat.
Numar de inregistrare 1002600034712 Data inregistrarii 12.06.1995 Seria MO Numar 1131112
- Capital social inregistrat de Camera Inregistrarii de Stat:
data 12.06.1995, suma 20000 lei, inclusiv:
1) cota statului lei,
2) cota detinatorilor a cel puțin 20% Increase lei.
Modificari ulterioare:
a) , suma lei, inclusiv cota statului lei,
b) , suma lei, inclusiv cota statului lei.
- Entitatile, activitatea carora necesita licenta, indica:
Licenta in vigoare:

Nr. Ord.	Numar	Data eliberarii	Termen de valabilitate	Tipul de activitate	Organul care a eliberat licenta
1					

- Numarul mediu scriptic al personalului in perioada de gestiune 96 persoane, inclusiv pe categorii:
1) personal administrativ 20 persoane,
2) muncitori 72 persoane.
- Numarul personalului la 31 decembrie 2019 92 persoane.
- Remunerarea personalului entitatii in perioada de gestiune 5063517 lei.
- Remunerarea membrilor organelor de administrare, de conducere si supraveghere si alte angajamente aparute sau asumate in legatura cu pensiile membrilor actuali sau ale fostilor membri ai acestor organe, pe categorii lei.
- Avansurile si creditele acordate membrilor organelor specificate la pct.7 lei, inclusiv rambursate lei.
- Valoarea activelor imobilizate si circulante, inregistrate in calitate de gaj
1) valoarea de gaj lei,
2) valoarea contabila lei.
- Numarul actiunilor ordinare la finele perioadei de gestiune 20000 unitati.
- Profit net (pierdere neta) a perioadei de gestiune pentru o actiune ordinara:
1) profit lei,
2) pierdere lei.
- Dividende calculate pentru o actiune ordinara pentru perioada de gestiune:
1) platite lei,
2) planificate pentru plata lei.
- Valuta straina disponibila, recalculata in moneda nationala a Republicii Moldova - total 431171 lei, inclusiv (lei, denumirea si codul valutei):

Nr. Ord.	lei	denumirea	codul valutei
1	309379	978	978
2	121792	643	643

- Numerar legat - total lei.
In rindurile, in care se inscriu sumele de gaj, in toate coloanele prin fractie se reflecta:
a) la numerator - valoarea de gaj;
b) la numitor - valoarea contabila

NOTA INFORMATIVA privind relatiile cu nerezidentii



Anexa 9

Tabelul 1

Recipisa

Respondent

Codul fiscal: 1002600034712, denumire: EXIMOTOR S.A.

A prezentat raportul: RSF1

Pentru perioada fiscală: A/2019

Data prezentării: 29.05.2020

Marca temporală a raportului înregistrat în Sistemul de Raportare Electronică și expediat pentru procesare în Sistemul Informațional al BNS : 29.05.2020 18:13:53



SITUAȚIILE FINANCIARE

pentru perioada 01.01.2020 - 31.12.2020

Entitatea: Eximotor SA
 Cod CUI: 37541535
 Cod IDNO: 1002600034712

Sediu:
 MD:
 Raionul(municipiul): 106, DDF RISCANI
 Cod CUATM: 0150, SEC.RISCANI
 Strada:

Activitatea principală: G4532, Comerț cu amănuntul de piese și accesorii pentru autovehicule
 Forma de proprietate: 16, Proprietate colectivă
 Forma organizatorico-juridică: 500, Societățile pe acțiuni

Date de contact:
 Telefon:
 WEB:
 E-mail:
 Numele și coordonatele al contabilului-șef: DI (dna) Tel.

Numărul mediu al salariaților în perioada de gestiune: 75 persoane.Persoanele responsabile de semnarea situațiilor financiare* Socolova Natalia

Unitatea de măsură: leu

BILANȚUL

la 31.12.2020

Anexa 1

Nr. cpt.	Indicatori	Cod rd.	Sold la	
			Începutul perioadei de gestiune	Sfârșitul perioadei de gestiune
1	2	3	4	5
	ACTIV			
	ACTIVE IMOBILIZATE			
	I. Imobilizări necorporale			
	1. Imobilizări necorporale în curs de execuție	010		
	2. Imobilizări necorporale în exploatare, total	020	33707	31958
	din care:			
	2.1. concesiuni, licențe și mărci	021	32999	31250
	2.2. drepturi de autor și titluri de protecție	022		
	2.3. programe informatice	023		
	2.4. alte imobilizări necorporale	024	708	708
	3. Fond comercial	030		
	4. Avansuri acordate pentru imobilizări necorporale	040		
	Total imobilizări necorporale (rd.010 + rd.020 + rd.030 + rd.040)	050	33707	31958
	II. Imobilizări corporale			
	1. Imobilizări corporale în curs de execuție	060	90173	374867
	2. Terenuri	070	6372191	6849831
	3. Mijloace fixe, total	080	50913004	49697963
	din care:			
	3.1. clădiri	081	36514525	41736233
	3.2. construcții speciale	082	1387271	135595
	3.3. mașini, utilaje și instalații tehnice	083	7027385	890378
	3.4. mijloace de transport	084	5479080	4628640

A.

3.5. inventar și mobilier	085	947109	748637
3.6. alte mijloace fixe	086	806124	1538480
4. Resurse minerale	090		6360
5. Active biologice imobilizate	100		
6. Investiții imobiliare	110		
7. Avansuri acordate pentru imobilizări corporale	120		
Total imobilizări corporale (rd.060 + rd.070 + rd.080 + rd.090 + rd.100 + rd.110 + rd.120)	130	57375368	56929021
III. Investiții financiare pe termen lung			
1. Investiții financiare pe termen lung în părți neafiliate	140		
2. Investiții financiare pe termen lung în părți afiliate, total	150		
din care:			
2.1. acțiuni și cote de participație deținute în părțile afiliate	151		
2.2. împrumuturi acordate părților afiliate	152		
2.3. împrumuturi acordate aferente intereselor de participare	153		
2.4. alte investiții financiare	154		
Total investiții financiare pe termen lung (rd.140 + rd.150)	160		
IV. Creanțe pe termen lung și alte active imobilizate			
1. Creanțe comerciale pe termen lung	170		
2. Creanțe ale părților afiliate pe termen lung	180		
inclusiv: creanțe aferente intereselor de participare	181		
3. Alte creanțe pe termen lung	190		
4. Cheltuieli anticipate pe termen lung	200		
5. Alte active imobilizate	210		
Total creanțe pe termen lung și alte active imobilizate (rd.170 + rd.180 + rd.190 + rd.200 + rd.210)	220		
TOTAL ACTIVE IMOBILIZATE (rd.050 + rd.130 + rd.160 + rd.220)	230	57409075	56960979

B.

ACTIVE CIRCULANTE			
I. Stocuri			
1. Materiale și obiecte de mică valoare și scurtă durată	240	167873	180347
2. Active biologice circulante	250		
3. Producția în curs de execuție	260		
4. Produse și mărfuri	270	60941851	74453139
5. Avansuri acordate pentru stocuri	280	10929786	16939409
Total stocuri (rd.240 + rd.250 + rd.260 + rd.270 + rd.280)	290	72039510	91572895
II. Creanțe curente și alte active circulante			
1. Creanțe comerciale curente	300	37621290	25697632
2. Creanțe ale părților afiliate curente	310		
inclusiv: creanțe aferente intereselor de participare	311		
3. Creanțe ale bugetului	320	2543746	1239347
4. Creanțele ale personalului	330		
5. Alte creanțe curente	340	982	792
6. Cheltuieli anticipate curente	350	41771	40579
7. Alte active circulante	360		
Total creanțe curente și alte active circulante (rd.300 + rd.310 + rd.320 + rd.330 + rd.340 + rd.350 + rd.360)	370	40207789	26978350
III. Investiții financiare curente			
1. Investiții financiare curente în părți neafiliate	380	806	867
2. Investiții financiare curente în părți afiliate, total	390		
din care:			
2.1. acțiuni și cote de participație deținute în părțile afiliate	391		
2.2. împrumuturi acordate părților afiliate	392		
2.3. împrumuturi acordate aferente intereselor de participare	393		



	2.4. alte investiții financiare în părți afiliate	394		
	Total investiții financiare curente (rd.380 + rd.390)	400	806	867
	IV. Numerar și documente bănești	410	1910835	3182430
	TOTAL ACTIVE CIRCULANTE (rd.290 + rd.370 + rd.400 + rd.410)	420	114158940	121734542
	TOTAL ACTIVE (rd.230 + rd.420)	430	171568015	178695521
	P A S I V			
	CAPITAL PROPRIU			
	I. Capital social și neînregistrat			
	1. Capital social	440	20000	20000
	2. Capital nevărsat	450	()	()
	3. Capital neînregistrat	460		
	4. Capital retras	470	()	()
	5. Patrimoniul primit de la stat cu drept de proprietate	480		
	Total capital social și neînregistrat (rd.440 + rd.450 + rd.460 + rd.470 + rd.480)	490	20000	20000
	II. Prime de capital	500		
	III. Rezerve			
	1. Capital de rezervă	510		
	2. Rezerve statutare	520		
	3. Alte rezerve	530		
	Total rezerve (rd.510 + rd.520 + rd.530)	540		
	IV. Profit (pierdere)			
	1. Corecții ale rezultatelor anilor precedenți	550	X	-35510
	2. Profit nerepartizat (pierdere neacoperită) al anilor precedenți	560	64647433	64647433
	3. Profit net (pierdere netă) al perioadei de gestiune	570	X	14033283
	4. Profit utilizat al perioadei de gestiune	580	X	() -1063830
	Total profit (pierdere) (rd.550 + rd.560 + rd.570 + rd.580)	590	64647433	77581376
	V. Rezerve din reevaluare	600		
	VI. Alte elemente de capital propriu	610		
	TOTAL CAPITAL PROPRIU (rd.490 + rd.500 + rd.540 + rd.590 + rd.600 + rd.610)	620	64667433	77601376
	DATORII PE TERMEN LUNG			
	1. Credite bancare pe termen lung	630	18184590	7683250
	2. Împrumuturi pe termen lung	640	29656846	30656847
	din care:	641		
	2.1. împrumuturi din emisiunea de obligațiuni			
	inclusiv: împrumuturi din emisiunea de obligațiuni convertibile	642		
	2.2. alte împrumuturi pe termen lung	643	29656846	30656847
	3. Datorii comerciale pe termen lung	650		
	4. Datorii față de părțile afiliate pe termen lung	660		
	inclusiv: datorii aferente intereselor de participare	661		
	5. Avansuri primite pe termen lung	670		
	6. Venituri anticipate pe termen lung	680		
	7. Alte datorii pe termen lung	690		
	TOTAL DATORII PE TERMEN LUNG (rd.630 + rd.640 + rd.650 + rd.660 + rd.670 + rd.680 + rd.690)	700	47841436	38340097
	DATORII CURENTE			
	1. Credite bancare pe termen scurt	710		
	2. Împrumuturi pe termen scurt, total	720	3780009	4636036



E.	din care:			
	2.1. împrumuturi din emisiunea de obligațiuni	721		
	inclusiv: împrumuturi din emisiunea de obligațiuni convertibile	722		
	2.2. alte împrumuturi pe termen scurt	723	3780009	4636036
	3. Datorii comerciale curente	730	41833090	45036771
	4. Datorii față de părțile afiliate curente	740		
	inclusiv: datorii aferente intereselor de participare	741		
	5. Avansuri primite curente	750	12882545	11035742
	6. Datorii față de personal	760	83945	67984
	7. Datorii privind asigurările sociale și medicale	770	192009	167784
	8. Datorii față de buget	780	287548	1809731
	9. Datorii față de proprietari	790		
	10. Venituri anticipate curente	800		
	11. Alte datorii curente	810		
	TOTAL DATORII CURENTE (rd.710 + rd.720 + rd.730 + rd.740 + rd.750 + rd.760 + rd.770 + rd.780 + rd.790 + rd.800 + rd.810)	820	59059146	62754048
F.	PROVIZIOANE			
	1. Provizioane pentru beneficiile angajaților	830		
	2. Provizioane pentru garanții acordate cumpărătorilor/clientilor	840		
	3. Provizioane pentru impozite	850		
	4. Alte provizioane	860		
	TOTAL PROVIZIOANE (rd.830 + rd.840 + rd.850 + rd.860)	870		
	TOTAL PASIVE (rd.620 + rd.700 + rd.820 + rd.870)	880	171568015	178695521

SITUAȚIA DE PROFIT ȘI PIERDERE

de la 01.01.2020 până la 31.12.2020

Anexa 2

Indicatori	Cod rd.	Perioada de gestiune	
		precedenta	curenta
1	2	3	4
Venituri din vânzări, total	010	280341372	265623056
din care:			
venituri din vânzarea produselor și mărfurilor	011	279178561	264420858
venituri din prestarea serviciilor și executarea lucrărilor	012	1162811	1193204
venituri din contracte de construcție	013		
venituri din contracte de leasing	014		
venituri din contracte de microfinanțare	015		
alte venituri din vânzări	016		8994
Costul vânzărilor, total	020	248149636	231074250
din care:			
valoarea contabilă a produselor și mărfurilor vândute	021	248149636	231074250
costul serviciilor prestate și lucrărilor executate terților	022		
costuri aferente contractelor de construcție	023		
costuri aferente contractelor de leasing	024		
costuri aferente contractelor de microfinanțare	025		
alte costuri aferente vânzărilor	026		
Profit brut (pierdere brută) (rd.010 - rd.020)	030	32191736	34548806
Alte venituri din activitatea operațională	040	596627	133538
Cheltuieli de distribuie	050	14732534	13410014
Cheltuieli administrative	060	2880830	2560489
Alte cheltuieli din activitatea operațională	070	3183293	2156045
Rezultatul din activitatea operațională: profit (pierdere) (rd.030 + rd.040 - rd.050 - rd.060 - rd.070)	080	11991706	16455796



Venituri financiare, total	090	6718710	9095258
din care:	091		
venituri din interese de participare	092		
Inclusiv: veniturile obținute de la părțile afiliate	093	928	226
venituri din dobânzi	094		
Inclusiv: veniturile obținute de la părțile afiliate	095		
venituri din alte investiții financiare pe termen lung	096		
Inclusiv: veniturile obținute de la părțile afiliate	097		
venituri aferente ajustărilor de valoare privind investițiile financiare pe termen lung și curente	098		
venituri din ieșirea investițiilor financiare	099	6717782	9095032
venituri aferente diferențelor de curs valutar și de sumă	100	7010192	9576460
Cheltuieli financiare, total	101		
din care:	102		
cheltuieli privind dobânzile	103		
Inclusiv: cheltuielile aferente părților afiliate	104		
cheltuieli aferente ajustărilor de valoare privind investițiile financiare pe termen lung și curente	105	7010192	9576460
cheltuieli aferente ieșirii investițiilor financiare	106		
cheltuieli aferente diferențelor de curs valutar și de sumă	107		
Rezultatul: profit (pierdere) financiar(ă) (rd.090 - rd.100)	110	-291482	-481202
Venituri cu active imobilizate și excepționale	120	6092584	6582748
Cheltuieli cu active imobilizate și excepționale	130	6179115	6488677
Rezultatul din operațiuni cu active imobilizate și excepționale: profit (pierdere) (rd.120 - rd.130)	140	-86531	94071
Rezultatul din alte activități: profit (pierdere) (rd.110 + rd.140)	150	-378013	-387131
Profit (pierdere) până la impozitare (rd.080 + rd.150)	160	11613693	16068665
Cheltuieli privind impozitul pe venit	170	1363659	2035382
Profit net (pierdere netă) al perioadei de gestiune (rd.160 - rd.170)	180	10250034	14033283

SITUAȚIA MODIFICĂRILOR CAPITALULUI PROPRIU

de la 01.01.2020 până la 31.12.2020

Anexa 3

Nr. d/o	Indicatori	Cod rd	Sold la începutul perioadei de gestiune	Majorări	Diminuări	Sold la sfârșitul perioadei de gestiune
1	2	3	4	5	6	7
I.	Capital social și neînregistrat					
	1. Capital social	010	20000			20000
	2. Capital nevărsat	020	()	()	()	()
	3. Capital neînregistrat	030				
	4. Capital retras	040	()	()	()	()
	5. Patrimoniul primit de la stat cu drept de proprietate	050				
	Total capital social și neînregistrat (rd.010 + rd.020 + rd.030 + rd.040 + rd.050)	060	20000			20000
II.	Prime de capital	070				
III.	Rezerve					
	1. Capital de rezervă	080				
	2. Rezerve statutare	090				
	3. Alte rezerve	100				
	Total rezerve (rd.080 + rd.090 + rd.100)	110				
	Profit (pierdere)					
	1. Corecții ale rezultatelor anilor precedenți	120	X	10860	463704	5510



IV.	2. Profit nerepartizat (pierdere neacoperită) al anilor precedenți	130	64647433			64647433
	3. Profit net (pierdere netă) al perioadei de gestiune	140	X	14033283		14033283
	4. Profit utilizat al perioadei de gestiune	150	X	((1063830	(-1063830
	Total profit (pierdere) (rd.120 + rd.130 + rd.140 + rd.150)	160	64647433	14044143	1110200	77581376
V.	Rezerve din reevaluare	170				
VI.	Alte elemente de capital propriu	180				
	Total capital propriu (rd.060 + rd.070 + rd.110 + rd.160 + rd.170 + rd.180)	190	64667433	14044143	1110200	77601376

SITUAȚIA FLUXURILOR DE NUMERAR

de la 01.01.2020 până la 31.12.2020

Anexa 4

Indicatori	Cod rd	Perioada de gestiune	
		precedentă	curentă
1	2	3	4
Fluxuri de numerar din activitatea operațională			
Încasări din vânzări	010	335773714	333374198
Plăți pentru stocuri și servicii procurate	020	329240525	302861105
Plăți către angajați și organe de asigurare socială și medicală	030	6207516	6225537
Dobinzi plătite	040	2067605	1642182
Plata impozitului pe venit	050	1058582	1611427
Alte încasări	060	1325304	6730485
Alte plăți	070	7390408	15994450
Fluxul net de numerar din activitatea operațională (rd.010 - rd.020 - rd.030 - rd.040 - rd.050 + rd.060 - rd.070)	080	-8865618	11769982
Fluxuri de numerar din activitatea de investiții			
Încasări din vânzarea activelor imobilizate	090	6092583	
Plăți aferente intrărilor de active imobilizate	100	5795380	
Dobinzi încasate	110		
Dividende încasate	120		
inclusiv: dividende încasate din străinătate	121		
Alte încasări (plăți)	130		
Fluxul net de numerar din activitatea de investiții (rd.090 - rd.100 + rd.110 + rd.120 ± rd.130)	140	297203	
Fluxuri de numerar din activitatea financiară			
Încasări sub formă de credite și împrumuturi	150	119899686	111211604
Plăți aferente rambursării creditelor și împrumuturilor	160	112896763	120856916
Dividende plătite	170		
inclusiv: dividende plătite nerezidenților	171		
Încasări din operațiuni de capital	180		
Alte încasări (plăți)	190		
Fluxul net de numerar din activitatea financiară (rd.150 - rd.160 - rd.170 + rd.180 ± rd.190)	200	7002923	-9645312
Fluxul net de numerar total (± rd.080 ± rd.140 ± rd.200)	210	-1565492	2124670
Diferențe de curs valutar favorabile (nefavorabile)	220	-540894	853075
Sold de numerar la începutul perioadei de gestiune	230	4017221	5910835
Sold de numerar la sfârșitul perioadei de gestiune (± rd.210 ± rd.220 + rd.230)	240	1910835	3082430

Documente atașate - Notă explicativă (fișierul pdf)



Declarație

Compania Eximotor SA, participând la licitația deschisă de achiziții publice cu nr. ocds-b3wdp1-MD-1627625997781, din data de 13.09.2021, confirmăm Declarația privind lichiditatea curentă generală pentru ultimul an de raportare 1,93.

Eximotor SA,
Director
N. Socolova

Data: 13.09.2021





CERTIFICATE OFFICIAL DEALER
EXIMOTOR SA

№ 1787/1788

Date **01.09.2019**

TERRITORY COVERAGE: Republic of Moldova, (including territory of Transnistria)

LEGAL ADDRESS: 38A, Albisoara str, Chisinau, MD2005, Moldova

Управляющий директор
JCB Sales EMEAR

A handwritten signature in black ink, appearing to read 'Marco Bersellini', is written over a horizontal line.

Марко Берселлини

VALID TILL **31.08.2022**

Declarație de Garanție

Compania Eximotor SA, participând la licitația deschisă de achiziții publice cu nr. ocds-b3wdp1-MD-1627625997781, din data de 13.09.2021, confirmăm garanția bunurilor Buldoexcavator pe termenul de 24 luni.

Eximotor SA,
Director
N. Socolova



Data: 13.09.2021





EXIMOTOR S.A.
Republica Moldova
or. Chișinău, str. Albisoara 38A
tel: (+373 22) 407-545, 837-776.
fax: (+373 22) 407-959.
www.jcbconstruct.md
e-mail: eximotorjcb@gmail.com

CERTIFICAT

Din numele companiei EXIMOTOR S.A., vă mulțumim pentru colaborare și interes pentru tehnica JCB .

Vă comunicăm următoarele date privitor la consumul de combustibil:

După datele primite de la specialiștii din Marea Britanie al uzinei producătoare de utilaje JCB sales ltd, Buldoexcavatorul JCB 3CX Sitemaster Eco are următoarele norme de combustibil:

- **3,7-4,4 l/oră pentru sistemul de excavare;**
- **7,1-8,9 l/oră pentru sistemul de încărcare utilaj față;**
- **9,1-10l/oră consum pentru deplasare pe carosabil;**

Tot odata specialiștii de la uzina producătoare JCB, vă atenționează că, se ea in calcul următoarele date:

- caliatea combustibilului,
- anotimpul perioadei de lucru,
- Calificarea operatorului,
- Lucrările efectuate de către Buldoexcavator,

Cu cele mai înalte considerații de conlucrare constructivă și mulțumiri anticipate,

Director „EXIMOTOR,, S.A
Socolova Natalia

(semnătura)

L. Ș.



Machine	BHLS 61	BHLS 72	BHLS 43	BHLS 68	BHLS 84	BHLS 85	BHLS 87	MAR 250
Model / Range	3CX Sitemaster P21	3CX Sitemaster P21 (Hybrid, P392 Hydraulics)	3CX Sitemaster P21 (Hybrid, P392 Hydraulics)	3CX Super P21 (Hybrid, P392 Hydraulics)	3CX Sitemaster P392	3CX Contractor EasyControl P392	3CX Sitemaster P392	3CX Contractor EasyControl P21
Engine / Power	JCB mT3 / 68kW TC	JCB mT3 / 68kW TC	JCB mT3 / 68kW TC	JCB mT3 / 68kW TC	JCB mT3 / 68kW TC	JCB mT3 / 74kW TCA	JCB T2 / 63kW NA	JCB mT3 / 74kW TCA
Brakes	Servo Brakes/ Spring Retract	Servo Brakes/ Spring Retract	Power Brakes/ Full Back off	Servo Brakes/ Spring Retract	Power Brakes/ Full Back off	Power Brakes/ Full Back off	Power Brakes/ Full Back off	Servo Brakes/ Spring Retract
Transmission	P5764 LUC	P5764 LUC	P5764 LUC	P5764	P5764 LUC	P5766 LUC	S5700	P5764 LUC
Hydraulic Pumps	36/29	36/29/14	36/29/14	36/29/14	36/29/14	37/33/14	33/23/14	37/33/14
Excavator end	14' Ext SL	14' Ext SL	14' Ext SL	14' Ext SL	14' Ext SL	14' Ext HL	14' Ext SL	14' Ext HL
Test Duties	Loader Evaluation		Development / Sign-off data	100% Excavator Endurance	Mixed Endurance/ Sign-off data	Mixed Endurance/ Sign-off data	Mixed Endurance/ Sign-off data	P21 comparison to BHLS 85

EXCAVATING 1 METRE	Machine	BHLS 43		BHLS 43		BHLS 43		BHLS 43		
	Build	P21		P392		P21		P392		
	Driver	P. Thorley		P. Thorley		P. Thorley		P. Thorley		
		Trenching 1800rpm		1440rpm		2200rpm		1750rpm		
	Trenching Time	secs	1189	1164	1145	1005				
	Fuel Used	Litres	3.26	2.858	4.713	3.303				
	Trench Volume	m³	16.0	16.0	16.1	15.1				
	Output	m³/hr	48.46	100%	49.51	102%	50.64	100%	54.03	107%
	Consumption	Ltr/Hr	9.87	100%	8.84	90%	14.82	100%	11.83	80%
Efficiency	m³/Ltr	4.91	100%	5.60	114%	3.42	100%	4.57	134%	
2 METRE		1800rpm		1440rpm		2200rpm		1750rpm		
Trenching Time	secs	1833		1824		1430		1501		
Fuel Used	Litres	4.967		4.443		5.779		5.24		
Trench Volume	m³	25.6		27.4		28.6		30.6		
Output	m³/hr	50.23	100%	54.11	108%	72.04	100%	73.48	102%	
Consumption	Ltr/Hr	9.75	100%	8.77	90%	14.55	100%	12.57	86%	
Efficiency	m³/Ltr	5.15	100%	6.17	120%	4.95	100%	5.85	118%	

	Machine	BHLS 43		BHLS 43	
LORRY LOADING 1st GEAR	Build	P2 I		P392	
	Driver	P. Thorley		P. Thorley	
		5 Loading Cycles			
	Time	secs		84.79	
	Fuel Used	Litres		0.34	
	Mass Loaded	Kg		7,787	
	Output	Tonne/hr		331	100%
	Consumption	Ltr/Hr		14.44	100%
	Efficiency	Tonne/Ltr		22.90	100%
2nd GEAR		5 Loading Cycles			
Time	secs		82.67		
Fuel Used	Litres		0.322		
Mass Loaded	Kg		7,505		
Output	Tonne/hr		327	100%	
Consumption	Ltr/Hr		14.02	100%	
Efficiency	Tonne/Ltr		23.31	100%	

Certificate of Registration

ENVIRONMENTAL MANAGEMENT SYSTEM - ISO 14001:2015

This is to certify that:

J C Bamford Excavators Limited
Lakeside Works
Rochester
ST14 5JP
United Kingdom

Holds Certificate Number:

EMS 522922

and operates an Environmental Management System which complies with the requirements of ISO 14001:2015 for the following scope:

The product marketing, design, development and manufacture of construction, earth moving, materials handling and agricultural machinery, and the in-house manufacture of associated parts and equipment.

For and on behalf of BSI:


Frank Lee, EMEA Compliance & Risk Director

Original Registration Date: 28/02/2008

Latest Revision Date: 01/02/2020

Effective Date: 30/11/2020

Expiry Date: 29/11/2023

Page: 1 of 4



...making excellence a habit.™

Specificații tehnice (F4.1)

Numărul procedurii de achiziție: <u>ocds-b3wdp1-MD-1627625997781</u> din <u>13.09.2021</u>							
Denumirea licitației: Achiziționarea autospecialelor și mecanismelor							
Cod CPV	Denumirea serviciilor	Modelul Articolului	Țara de origine	Producătorul	Specificarea tehnică deplină solicitată de către autoritatea contractantă	Specificarea tehnică deplină propusă de către ofertant	Standarde de referință
1	2				3	4	5
Lotul 1							
	Excavator	JCB 3CX Sitemaster Eco;	Marea Britanie	JCB Sales ltd	Greutatea mecanismului – max. 11000 kg; Motor – diesel; Puterea motorului – min 85 c.p. (sau 63 kW); Consum motorină - 6-10 l / h; Adâncimea excavării – min. 4, 2m; Înălțimea de descărcare – min. 2,6 m; Cuplul forței de rupere a utilajului de excavare (cupa din spate) – min. 6000 kgf; Volumul cupei față– min. 1 m 3; Cupa din față multifuncțională; Sistemul de cuplare la cupa din față și din spate trebuie să fie Conform standardelor naționale și internaționale multifuncțional. Mecanismul de excavare spate trebuie să fie dotat cu dispozitiv de reglare lateral a brațului de săpat stînga/dreapta 1200-1400 mm Dotat cu set de cupe din spate compus	Greutatea mecanismului – max. 7980 kg; Motor – diesel; Puterea motorului – min 92 c.p. (sau 68,6 kW); Consum motorină - 5-10 l / h; Adâncimea excavării – min. 4, 5m; Înălțimea de descărcare – min. 3,20 m; Cuplul forței de rupere a utilajului de excavare (cupa din spate) – min. 6351 kgf; Volumul cupei față– min. 1 m 3; Cupa din față multifuncțională; Sistemul de cuplare la cupa din față și din spate sunt Conform standardelor naționale și internaționale multifuncțional. Mecanismul de excavare din spate sunt dotate cu dispozitiv de reglare lateral a brațului de săpat stînga/dreapta 1200-1400 mm	






"EXIMOTOR" SA

Rețea de magazine auto

					din cupe cu următoarele lățimi: 400 mm, 600 mm, 800 mm dotat cu opțiunea Quick coupler Dotat cu furci pentru descărcarea paleților; Braț telescopic; Grosimea stratului de tăiere a cupei multifuncționale din față -0, 23 m; Transmisie semi-automată Powershift Tracțiune integrală; Sistemul de direcție hidrofilizat. (mecanism nou- fără parcurs) Termen de garanție cu deservire la distribuitor – min. 2 ani.	Dotat cu set de cupe din spate compus din cupe cu următoarele lățimi: 400 mm, 600 mm, 800 mm dotat cu opțiunea Quick coupler Dotat cu furci pentru descărcarea paleților; Braț telescopic; Grosimea stratului de tăiere a cupei multifuncționale din față - 0, 23 m; Transmisie semi-automată Powershift Tracțiune integrală; Sistemul de direcție hidrofilizat. (mecanism nou- fără parcurs) Termen de garanție cu deservire la distribuitor – min. 2 ani.	
--	--	--	--	--	---	--	--

Semnat:  Numele, Prenumele: Socolova Natalia În calitate de: Director
Ofertantul: Eximotor SA Adresa (sediul): or. Chișinău, str. Albisoara 38A, MD-2005
E-mail: eximotorsa2019@gmail.com Telefon (fix și mobil): 068685429/069118047

Adresa juridică: RM, mun. Chișinău, MD-2024, str. Aerodromului 15/6
Adresa poștală: RM, mun. Chișinău, MD-2005, str. Albisoara 38A
tel. 0 22 407-747; fax. 0 22 407-956
e-mail: director@coleso.md
www.coleso.md



c/f 1002600034712
TVA 0603690
BC "ProCredit Bank" SA
c/d 2251130060160201
BIC: PRCBMD22

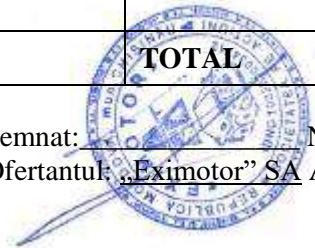


"EXIMOTOR" SA

Rețea de magazine auto

Specificații de preț (F4.2)

Numărul procedurii de achiziție <u>ocds-b3wdp1-MD-1627625997781</u> din <u>13.09.2021</u>								
Denumirea procedurii de achiziție: Cererea ofertelor de prețuri								
Cod CPV	Denumirea bunurilor/serviciilor	Unitatea de măsură	Cantitatea	Preț unitar (fără TVA)	Preț unitar (cu TVA)	Suma fără TVA	Suma cu TVA	Termenul de Livrare/prestare
1	2	3	4	5	6	7	8	9
	Bunuri							
	Lot 1							
	Buldoexcavator	Buc.	1	1 495 000 lei	1 794 000 lei	1 495 000 lei	1 794 000 lei	În decurs de 120 zile de la momentul semnării contractului.
	TOTAL					1 495 000 lei	1 794 000 lei	

Semnat:  Numele, Prenumele: Socolova Natalia În calitate de: Director
 Ofertantul: „Eximotor” SA Adresa: or. Chișinău, str. Albisoara 38A, MD-2005

Adresa juridică: RM, mun. Chișinău, MD-2024, str. Aerodromului 15/6
 Adresa poștală: RM, mun. Chișinău, MD-2005, str. Albisoara 38A
 tel. 0 22 407-747; fax. 0 22 407-956
 e-mail: director@coleso.md
www.coleso.md



c/f 1002600034712
 TVA 0603690
 BC "ProCredit Bank" SA
 c/d 2251130060160201
 BIC: PRCBMD22