Contract Agreement

THIS CONTRACT AGREEMENT is made today, on _____NR. 16 425 /13 07 2018

THE CONTRACTUAL PARTIES

(1) CITY of CONSTANŢA, as a legal entity of public law, legally represented by Mr. Mayor Decebal Făgădău, having its principal place of business in Bdul. Tomis nr.51, Constanţa city, Constanţa county, postal code 900725, Romania, tax registration code no.4785631, account no. RO57TREZ24A65040271030X opened at the Treasury of Constanta Municipality, (hereinafter called the "Purchaser"),

and

(2) Anadolu Isuzu Otomotiv Sanayi ve Ticaret AS having its principal place of business in Turkey -Istanbul, Fatih Sultan Mehmet Mah.Balkan Cad nr.58 Buyaka E Blok, represented fiscally by S.C. Anadolu Automobil Rou S.R.L., having the Sole identification code 38065759, Account - RO20TREZ7005069XXX012803 opened at the Treasury of Bucharest Municipality, (hereinafter called the "Supplier"),

WHEREAS the Purchaser invited tenders for Goods and Related Services, described as 12 m standard new urban buses, low floor Euro 6 Class C diesel buses for the local public transport and has accepted a Tender by the Supplier for the supply of these Goods and Related Services, and the Purchaser agrees to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The parties' agreement
 - (b) the Letter of Acceptance, with acknowledgment of receipt of the letter of acceptance,
 - (c) the Letter of Tender
 - (d) the Particular Conditions,
 - (e) the General Conditions,
 - (f) the Supply requirements / technical specifications of goods,
 - (g) the Centralizer of prices, dated,
 - (h) the Delivery schedule, dated,
 - (i) the Tender submitted by the Supplier, dated,
 - (j) The Price List, the Technical tender, Other Documents, Other Tender Forms (Compliance Check List Form).
- (k) H.C.L. (Local Council Decision) no. 223/28.06.2018 on the approval of supplementing the number of urban buses awarded under the awarding procedure organized under the external reimbursable financing contract concluded with the European Bank for Reconstruction and Development
 - (I) The minutes dated 23.05.2018, registered under no. 86117/23.05.2018, concluded between the Town Hall of the City of Constanţa represented by Mister Mayor Decebal Făgădău and Anadolu Isuzu Otomotiv Sanayi ve Ticaret AS;
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply of the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

This agreement is executed in 3 (three) copies, both in Romanian and English languages. In case of differences between the Romanian and English versions, the English language will prevail.

Agreement to be executed in accordance with the laws of Romania, on the day, month and year indicated above.

I, the undersigned, DRAGAN ALINA, sworn translator and interpreter for the languages English/Italian, based on the license no. 13563 dated March 31st, 2010 issued by the Ministry of Justice from Romania, do hereby certify the accuracy of the translation performed from the ROMANIAN language into the ENGLISH language, that the text presented has been translated in its entirety, without any omission and that the content and meaning of the document have not been distorted ERUL.

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Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC reference

Particular Conditions of Contract

General Provisions

- 1.1.2. The Purchaser is: City of Constanta
- 1.1.2. The Bank is: European Bank for Reconstruction and Development (or EBRD)
- 1.1.2. The Borrower is: City of Constanta
- 1.1.6. The Purchaser's Country is: Romania
- 1.1.6. The Project Site is: Strada Industrială nr. 8-10, City of Constanta, Romania
- 1.2.3 (a) The version of *Incoterms* shall be the current edition of Incoterms, published by The International Chamber of Commerce, Paris
 - 1.4 The governing law is that of: Romania
 The language for communications is Romanian

The ruling language is: Romanian/English

1.6 The subclass name will be "Contractual agreement and duration of the contract" The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance.

This Contract becomes effective on the date of its signature and registration by both Parties and upon signature of the Contract, which shall not be later than 28 days after the receipt by the Provider of the Letter of Acceptance.

The duration of this contract is 34 weeks from the date of its entry into force for the delivery of goods to be supplied under the contract plus 24 months from the delivery of the last batch of buses for related services.

Assignment

Neither party shall allocate all or any part of the Contract or any benefit or interest in or under this Contract. However, any of the parties:

- (a) may partially or totally assign following the agreement of the other Party, and
- (b) may, as a warranty in favour of a bank or financial institution, assign its right to any amount of money owed or become due under the Contract.

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1.11 The individuals or firms in a joint venture, consortium or association shall be held jointly and severally liable.

1.9 Confidential Details

Add at the end of the paragraph the following text:

The parts of the contract which are marked by the Supplier as confidential shall not be disclosed by the Purchaser to any persons within the Purchaser organization that have no role in the tendering, approving, auditing, monitoring, verifying or implementation of this contract or to any third parties.

This provision shall not apply to the state authorities that have the attributions in auditing and verifying the tendering process or the implementation of the contract, or to judicial authorities. The provision shall not apply to the Bank and or any of its representatives assign to approve, implement, audit, investigate and monitor the implementation of the Project and of the contract.

5 Notices

5.1 For notices, the Purchaser's address shall be:

Attention: Mayor DECEBAL FĂGĂDĂU Street Address: Constanta, bd. Tomis nr.51

Town: Constanta Postal Code: 900725 Country: Romania Telephone: 0241/488100

Facsimile number: 0241/ 488195

Electronic mail address: primarie@primaria-constanta.ro

6 Settlement of disputes

6.2 The rules of procedure for arbitration shall be as follows:

- (a) In the case of a dispute between the Purchaser and a Supplier which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country.
- (b) In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.
- (c) The place of arbitration shall be Bucharest, Romania
- (d) The arbitration proceedings shall be conducted in the language governing the Contract.

Notwithstanding any referral of a dispute to arbitration herein:

- the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

8 Delivery

8.1 The shipping and other documents to be furnished by the Supplier are:

(i)copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;

(ii) copies of packing list identifying contents of each package;

(iii) Manufacturer's/Supplier's warranty certificates:

(iv)All the documents, in original, needed for the registration of the vehicles in accordance with Romanian legislation into force at the date of delivery of the vehicles; and

(v)Any other document specified within 03 Tender Data Sheet including but not limited to: technical book, maintenance manual, etc.

The above decuments shall be received by the Purchaser along with the Goods.

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However, to facilitate the registration of the vehicles, at Purchaser has have right to request and receive from the Supplier the documents indicated at point iv) prior to the delivery of Goods.

Services:

(i). copy of the Supplier's invoice, which should provide a full description of the Services performed

10 Contract price

10.1 Price adjustments shall not apply

The total value of the contract is 82.568.061,76 (eighty-two million five hundred and sixty-eight thousand sixty-one, seventy-six) RON exclusive VAT, in accordance with the financial offer, annex to this contract.

11 Terms of payment

11.1 The terms of payment shall be as follows:

11 The terms of payment

The terms of payment are the following:

- (i.) Advance payment: Thirty (30) percent of the Contract Price exclusive workshop training and configuration services shall be paid within thirty (30) days of signing the Contract, and upon submission of an invoice and an unconditional bank guarantee in a form acceptable to the Purchaser (see section IX Contract Forms –Advance Payment Security) issued by a reputable bank agreed between the Supplier and the Purchaser, for an equivalent amount valid until issuance of the Final Acceptance Certificate;
- (ii.) On delivery: Sixty (60) percent of the value of the goods delivered and accepted, on delivery of the Goods, as well as the related planned/preventive maintenance services shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice supported by the Preliminary Acceptance Certificate issued by the Purchaser in accordance with the requirements in Supply Requirement, Technical Specification, paragraph 26.1 Test upon delivery—Testing and upon submission of documents specified in Clause 8;
- (iii.) On final acceptance: ten (10) percent of the Contract Price exclusive workshop training and configuration services shall be paid within thirty (30) days of receipt of the upon submission of an invoice supported by the Final Acceptance Certificate issued by the Purchaser following the successful completion of the final acceptance test as defined in the Supply Requirement, Technical Specification, paragraph 26.1 Test upon delivery;

Payment shall be done on tranche off goods delivered and accepted as stated at the points ii and iii.

(c) Payment for Services, respectively Training services and workshop/service unit configuration shall be made within thirty (30) days of receipt of an invoice supported by a certificate issued by the Purchaser declaring that the contracted Services have been performed.

All payments shall be done in RON.

11.2 The Supplier shall nominate its account and notify this to the Purchaser within 28 days within 28 days after the Supplier receives the Letter of Acceptance. Payments shall be made by the Purchaser only to the account nominated by the Supplier in accordance with this Clause.

11.4 The payment-delay period after which the Purchaser shall pay interest to the Supplier is forty (40) days, over the term stipulated in art.11.2.

The interest rate that shall be applied is: (two percent) 2% per year.

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13 Good Performance Security

13.1 The performance security shall be required.

The amount of performance security as a percentage of the Contract Price shall be shall be: ten (10) percent of the value exclusive VAT of the Contract;

13.3 If a performance security is required, the currency shall be: RON

The performance security shall be in the form of unconditional bank guarantee acceptable to the Purchaser (see section IX Contract Forms –Performance Security) issued by a reputable bank agreed between the Supplier and the Purchaser.

13.4 Issuance of Performance Security shall take place:

After the final acceptance of the goods, the good performance security shall be reduced by three (3) percent of the Contract Price every year until the end of warranty obligations for the entire vehicles as stated in PCC Clause 21.3., respectively 24 months or 200,000 km, whichever comes first. The reduction shall only apply if the Supplier has satisfied all its contractual obligation and that no systemic defects have occurred prior to the date when the performance security is due to be reduced.

The issuance and progressive reduction of the performance guarantee shall be made upon submission by the Supplier of a report approved by the Purchaser indicating the absence of systemic defects and other supporting documents such as certificates of acceptance (preliminary and final) and the result of the SORT 2 test, as appropriate.

16 Packing and Documents

16.2 The packing, marking and documentation within and outside the packages shall be:

This clause does not apply

18 Transportation

18.1 Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

19 Inspection and tests

19.1 The inspections and tests shall be done in accordance as requested the Section VI "Supply Requirements", paragraph 26 Tests and Inspections of Goods.

20 Liquidated Damages

- 20.1 The maximum percentage of liquidated damages shall be: twenty (20%) percent out of which:
 - ten (10%) percent shall be liquidated damages related to delay in delivery of goods and related services:
 - = the liquidated damages for delay in delivery of goods: one half of a percent (0.5%) per week, per week, of the contract price for the quantity of goods whose delivery is unduly delayed. This shall also apply on agreed intermediary deliveries.
 - = the liquidated damages for delay in delivery of training services specified in the "Supply Requirements" will be one percent (1%) of the value of services per each day of delay.
 - = the liquidated damages for delay in delivery of setting up the service centre/workshop specified in the "Supply Requirements" shall be RON 5,000 per each day of delay.

the liquidated damages shall be imposed to the supplier if it fails to comply with the

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requirements set in paragraph 23 "Remedy of faults throughout the warranty period" paragraph 24. "Availability" and paragraph 27 "Systematic and hidden defects": 1500 Ron (exclusive VAT) daily per vehicle, for time spent out of exploitation and transfer due to technical defects under warranty period, if the fault is not remedied within 7 working days, after the Purchaser notified the Supplier about the defect.

= ten percent (10%) of the contract price shall be imposed on the Supplier if the buses offered fail to comply with the functional requirements set in the paragraph 26.2 Test after delivery- Acceptance Test of the Section VI "Supply Requirements".

The formula for calculation of liquidated damages for non-compliance with the functional requirements will be calculated as follows:

LD= EVC after delivery - EVC as reflected at the tendering stage

Where:

LD is the liquidated damages to be imposed to the Supplier

EvC after delivery = Environmental cost calculated based on the average SORT 2 test results conducted after delivery of buses following the same formula presented in the Annex III "The operational lifetime energy and environmental impacts cost" of the Tender Documents

EvC as reflected at the tendering stage = Environmental cost calculated based on the SORT 2 test results indicated in the Tender based on the same formula presented in the Annex III "The operational lifetime energy and environmental impact cost" of the Tender Documents.

21 Warranty

Replace the GCC21.1 with the following:

21.1 The Supplier warrants that all the Goods, including its component, and/or subassembly and/or parts, are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials. Recycled and/or reconditioned parts, components and/or or subassembly shall not be used for the manufacturing of the Goods delivered

21.3 The period of validity of the warranty shall be as follows:

Description of warranty period, calculated from takeover of bus:	Required warranty				
Warranty period for entire vehicle	24 months or 200.000 km, whichever comes first				
Warranty period for chassis and car body (bending, cracking, tearing, etc.):	12 years				
Warranty period for chassis and car body (anticorrosion chassis and car body):	12 years;				
Warranty period for floor rug, including soldering:	10 years				
Warranty period for lateral external car body coating:	10 years				
Warranty period for paintwork	6 years				

Warranty period for tyres:	120.000 km				
Warranty period for passenger information system:	5 years				
Warranty period for engine	300.000 km or 5 years				
Warranty period for gearbox:	300.000 km or 5 years				
Warranty period for front bridge:	300.000 km or 5 years				
Warranty period for driving axle:	300.000 km or 5 years				
Warranty period for steering system	250.000 km				
Warranty period for the automatic passenger counting system	8 years				
For assemblies and devices that are not listed,	warranty cannot be shorter than 3 years				
Warranty for continued parts supply	12 years				
Warranty for technical support of authorized service	at least 12 years from the delivery of buses				

Without prejudice to Clauses 21.3, 21.4 and 21.5, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any goods or parts repaired or replaced pursuant to Clauses 21.3, 21.4 and 21.5 above, upon receipt of a written notice of defect. In this case, the warranty period is extended by 12 months after the buyer accepts the repair or replacement of the good or parts.

If during the Contract implementation a systematic defect occurs, the Supplier shall check, redesign, replace or repair the Goods, on own expense, the respective element or all delivered goods.

A systematic defect is defined as a design or manufacture defect which cause failure or abnormal wear of the Goods and is reported on the same component or subassembly on more than 20% of the of the Goods delivered in an interval of 12 consecutive months during the warranty period.

The supplier shall replace, on own expense, any component or subassembly which has been subject to more than two (2) defects within one calendar year.

For the purposes of the warranty, the place(s) of final destination(s) shall be strada Industriala nr. 8-10, city of Constanta, Cod postal 900147, Romania

21.5 Replace the GCC25 with the following:

Upon receipt of such communication, the Supplier will, within **7 (seven) days**, repair or replace promptly the defective Goods or parts thereof without any cost to the Buyer.

In the event that, although notified, the Supplier fails to remedy the defect within the specified time, the Purchaser may, within a **maximum of 7 days**, continue to take such remedial action as appropriate, at the Supplier's risk and expense, and without to prejudice other rights the Buyer may have against the Supplier under the contract.

23.1 Replace the GCC23.1 with the following:

Except for the cases of gross negligence or deliberate negligence:

(a) The Supplier shall not be liable to the Buyer for any damages or indirect damages, loss of use, loss of production or loss of profits or interest costs to the Buyer by contract, tort or otherwise, provided that such exclusion does not apply to any Supplier's obligation to pay lump-sum compensation to the Purchaser; and

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- (b) the total liability of the Supplier to the Purchaser, either in accordance with the Contract, in tort or otherwise, will not exceed the Contract Price, provided that this limitation does not apply to the cost of repairing or replacing defective equipment or any Supplier's obligation to indemnify the Buyer on breach of patent.
- 25. Force Majeure
 Replace the GCC25 with the following:
- 25.1. A Party's failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any force majeure event.
- 25.2. For the purposes of this Clause, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3. If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Change Orders and Contract Amendments Replace the GCC26.1 with the following:
- The Purchaser may at any time order the Supplier through notice in accordance with GCC 5, to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery;
 - (d) the quantities of goods to be supplied, and
 - (e) the related services to be provided by the Supplier.

Add a new clause:

Any modification to the contract shall be introduced through a change order, amendment or addenda and shall be the subject to Bank's prior approval before being signed by the parties.

28 Termination

28.6 (a) Add the following paragraph at the end of the sub-clause:

(iv) if the Supplier fails to deliver the Homologation Certificate for the bus to be supplied under the contract before the delivery of the first batch of buses or within maximum 4 months after the signature of the contract, whichever comes first.

28.6 (b) Add at the end of the clause the following paragraph:

The minimum period of time for the termination to be become effective is: one hundred

twenty (120) days

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Upon receipt of the notice of termination the Supplier shall present to the Purchaser the list of goods and related services due to be delivered before the termination becomes effective in accordance with the PCC 28.6(b)

Replace in the text twenty-eight (28) days with sixty (60) days

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DANIELA NANU	
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EXECUTIVE DIRECTOR D.A.P.L.,	
IRINA ROXANA PÎNZARIU	
INV.	
ENDORSED BY C.F.P.,	
Deputy Director GEORGETA GHEORGHE	
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Drawn up, Legal Advisor Canciu Ioana-Adina

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General Conditions of Contract

1. General Provisions

1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include the Particular Conditions and these General Conditions, the following words and expressions shall have the following stated meanings. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

- 1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2 "Contract Agreement" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

"Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

"Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

"Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

- 1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Purchaser, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties, or the electronic letter of acceptance issued via ECEPP. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving of the Letter of Acceptance means the date of signing the Contract Agreement.
- 1.1.1.4 "Letter of Tender" means the document entitled Letter of Tender, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods and includes electronic versions submitted by the Supplier via ECEPP.
- 1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract, and includes electronic versions submitted by the Supplier via ECEPP. Such document specifies the Goods.
- 1.1.1.6 "Drawings" means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract and includes electronic versions submitted by the Supplier via ECEPP.

1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Tender, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists, and schedules of rates and/or prices and includes electronic versions submitted by the Supplier via ECEPP.

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- 1.1.1.8 "Tender" means the Letter of Tender and all other documents which the Supplier submitted with the Letter of Tender, as included in the Contract and includes electronic versions submitted by the Supplier via ECEPP.
 - "GCC" means the General Conditions of Contract.
 - "PCC" means the Particular Conditions of Contract.

1.1.2 Parties and Persons

- 1.1.2.1 "Party" means the Purchaser or the Supplier, as the context requires.
- 1.1.2.2 "Purchaser" means the person named as purchaser in the PCC and the legal successors in title to this person. "Purchase" may also be referred to as "Employer" or "Client".
- 1.1.2.3 "Supplier" means the person(s) named as Supplier in the Letter of Tender accepted by the Purchaser and the legal successors in title to this person(s). "Supplier" may also be referred to as "Contractor".
- 1.1.2.4 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.
- 1.1.2.5 "Bank" means the financing institution (if any) named in the PCC.
- 1.1.2.6 "Borrower" means the person (if any) named as the borrower in the PCC.
 - "Eligible Countries" means the countries and territories eligible as listed in the section "Eligible Countries".

1.1.3 Dates, Tests, Periods and Completion

- 1.1.3.1 "Base Date" means the date 28 days prior to the latest date for submission of the
- 1.1.3.2 "Acceptance Test" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the "Acceptance Certificate".
- 1.1.3.3 "day" means a calendar day and "year" means 365 days.

1.1.4 Money and Payments

1.1.4.1 "Contract Price" means the price defined in Sub-Clause 10, The Contract Price, and includes adjustments in accordance with the Contract.

1.1.5 Goods

- 1.1.5.1 "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- 1.1.5.2 "Related Services" means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

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1.1.6 Other Definitions

- 1.1.6.1 "Purchaser's Country" is the country specified in the PCC.
- 1.1.6.2 "Force Majeure" is defined in Clause 25, Force Majeure.
- 1.1.6.3 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.4 "Performance Security" means the security (or securities, if any) under Sub-Clause 13, Performance Security.
- 1.1.6.5 "Project Site," where applicable, means the place named in the PCC.
- 1.1.6.6 "Unforeseeable" or "Unforeseen" means not reasonably foreseeable by an experienced Supplier by the Base Date.
- 1.1.6.7 "Change Order" or "Change" is defined in Sub-clause 26, Change Orders and Contract Amendments
- 1.1.6.8 'ECEPP' means the EBRD Client e-Procurement Portal

1.2 Interpretation

- 1.2.1 Interpretation of the Contract, except where the context requires otherwise:
 - (a) words indicating one gender include all genders;
 - (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
 - (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - (e) the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender documents" with "bidding documents".

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

- 1.2.2 If the context so requires it, singular means plural and vice versa.
- 1.2.3 Incoterms
 - (a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.
 - (b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the PCC, and published by the International Chamber of Commerce, Paris, France

1.2.4 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.

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PRIMAR 1

DRĂGAN MALINA
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1.2.5 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto.

1.2.5 Nonwaiver

- (a) Subject to GCC 1.2.5(b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PCC; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the PCC. However:
- (c) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (d) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the PCC.

The ruling language of the Contract shall be that stated in the PCC.

The language for communications shall be that stated in the PCC.

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stated there, the language for communications shall be the ruling language of the Contract.

Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for the purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Letter of Tender,
- (d) the Particular Conditions
- (e) these General Conditions,
- (f) the Specification,
- (g) the Drawings, and
- (h) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Purchaser.

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (c) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

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1.8 Copyright

1.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

1.9 Confidential Details

The Supplier's and the Purchaser's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Goods prepared by the other Party without the prior agreement of the other Party. However, the Supplier shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.

1.10 Compliance with Laws

The Supplier shall, in performing the Contract, comply with applicable Laws.

Unless otherwise stated in the Particular Conditions:

- the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;
- the Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country which such authorities or undertakings require the Supplier to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under GC Sub-Clause 1.10(a) hereof and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such taws by

and expenses of whatever no same and expenses of white expenses of

DRĂGAN ALINA *Aut. Nr. 13563/2010 the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Sub-Clause 10.1 hereof.

1.11 Joint and Several Liability

If the Supplier is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract, unless otherwise specified in the PCC, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.

1.12 Inspections and Audit by the Bank

The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Supplier's (including its subsuppliers, contractors, subcontractors, consultants or subconsultants) accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Supplier shall maintain all documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

The Supplier shall provide any documents necessary for the investigation of allegations of Prohibited Practices and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.

2. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Prohibited Practices

- The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as tenderers, suppliers, subsuppliers, contractors, subcontractors, concessionaires, consultants and subconsultants under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

ANADOLU ISUZU "corrupt practice" means the offering, giving, receiving, or soliciting, sanavii ve tic directly or indirectly, of anything of value to influence improperly the DRAGAN

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actions of another party;

- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
- (v) "theft" means the misappropriation of property belonging to another party.
- (vi) "misuse of the Bank's resources" means improper use of the Bank's resources, committed either intentionally or through reckless disregard; and,
- (vii) "obstructive practice" means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information.
- (b) will cancel the portion of the Bank financing allocated to a contract for goods, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (c) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a Bank-financed contract; and
- (d) reserves the right, where a Borrower or a firm has been found by the final judgement of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions, to have engaged in Prohibited Practices
 - i) to cancel all or part of the Bank financing for such Borrower; and

ANA in Luto declare that such a firm is ineligible, either indefinitely or for a stated

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Aut. Nr. 13563/2010

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period of time, to be awarded a Bank-financed contract.

4. Eligibility

- 4.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5 Notices

- Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.
- 5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6. Settlement of Disputes

- The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.
- If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.
- Notwithstanding any reference to arbitration herein,
 - the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

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DRĂGAN ALINA
Aut. Nr. 13563/2010



Furnizor:

ANADOLU ISUZU OTOMOTIV SAN.VE.TIC.AS.reprez fiscal ANADOLU AUTOMOBIL ROM SRL FACTURA

Cod fiscal: RO38065759

Nr. Reg. Com:

Cap.Soc.: - lei Adresa : Sos. Bucuresti-Ploiesti 110, Et.2 , Ciolpani , Ilfov

Cont RON: RO20TREZ7005069XXX012803

TREZORERIE BUCURESTI

Cont RON: RO17UGBI0000652005119RON

Banca GARANTI BANK SA

Email: daniela.eftime@isuzu.com.ro

Web: www.bus-expert.ro Mobil: 0720.541.239 Telefon / fax: 021 266.83.00;

Cota T.V.A.: 19 %

MUNICIPIUL CONSTANTA

Cod fiscal: RO4785631

Nr. Reg. Com. :

Adresa

BD TOMIS 51

Localitate: CONSTANTA

Judet: Constanta Cont: R057TREZ24A65040271030X Banca: TREZORERIA MUN CONSTANTA

Suc. : CONSTANTA

Contract nr.

Nr.crt.	Denumire produse sau servicii	UM	Cantitate	Pret unitar	Valoare	TVA
-	CONFIGURAREA ATELIERULUI /A UNITATII DE SERVICE	Lei	1,000	5.382.00	5.382,00	1.022,58
	SERVICII DE INSTRUIRE	Lei	1,000	66.240,40	66.240,40	12.585,68

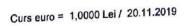
FISCALA

Data: 20.11.2019

Serie : AIOS

Numar: 35

Observatii: serv instruire si configurarea atelierului service cf ctr 116425/13.07.2018



Scadenta: 20.12.2019

Total valoare

Total T.V.A.

Nume delegat :

C.I./B.I. seria nr.

Eliberat de :

Mijloc de transport :

Nr. mijloc de transport :

Semnatura

de primire

71.622,40

13.608,26

Total factura, inclusivTVA

85.230,66 Lei





Furnizor:

ANADOLU ISUZU OTOMOTIV SAN.VE.TIC.AS.reprez fiscal ANADOLU AUTOMOBIL ROM SRL FACTURA

Cod fiscal: RO38065759

Nr. Reg. Com: Cap.Soc.: - lei

Adresa: Sos. Bucuresti-Ploiesti 110,

Et.2, Ciolpani, Ilfov

Cont RON: RO20TREZ7005069XXX012803

TREZORERIE BUCURESTI

Cont RON: RO17UGBI0000652005119RON

Banca GARANTI BANK SA

Email: daniela.eftime@isuzu.com.ro

Web: www.bus-expert.ro Mobil: 0720.541.239 Telefon / fax: 021 266.83.00;

Cota T.V.A.: 19 %

MUNICIPIUL CONSTANTA

Cod fiscal: RO4785631

Nr. Reg. Com. : Adresa

BD TOMIS 51

Localitate : CONSTANTA

Judet: Constanta

Cont: RO57TREZ24A65040271030X Banca: TREZORERIA MUN CONSTANTA

Suc. : CONSTANTA

Contract nr.

Nr.crt.	Denumire produse sau servicii	UM	Cantitate	Pret unitar	Valoare	TVA
	PLATA FINALA 10% DIN VAL AUTOBUZE CF CTR 116425/13 07 2018		1,000	8.249.643,94	8.249.643.94	1.567.432,35
1 1	PLAIAFINALA 10:1 DIN VALACIOBOZE CF CIR 110425/15 07 2018	Lei	1,000	0.249.045,24		

FISCALA

Data: 20.11.2019

Serie : AIOS

Numar: 34

Observatii: plata finalacf ctr nr 116425/13.07.2018- 10%

1,0000 Lei / 20.11.2019 Curs euro =

Scadenta: 20.12.2019

Total valoare

Total T.V.A.

Nume delegat:

C.I./B.I. seria nr. Eliberat de :

Mijloc de transport :

Nr. mijloc de transport :

Semnatura de primire

8.249.643,94

1.567.432,35

Total factura, inclusivTVA

9.817.076,29 Lei

CONSTANTA

ROMANIA JUDETUL CONSTANTA PRIMARIA MUNICIPIULUI CONSTANTA **DIRECTIA GESTIONARE SERVICII PUBLICE**

SERVICIUL MANAGEMENT DRUMURI ŞI TRANSPORT PUBLIC NR. 216684/07.11.2019

În conformitate cu Înțelegerea Contractuală nr. 116425/13.07.2018, Condiții speciale ale contractual speciale ale contractului, Condiții de plată, 11.1, alineatul (iii)

Încheiat azi 07.11.2019 între reprezentanții Primăriei Municipiului Constanța, cod de înregistrare fiscală nr. 4785631, în calitate de Cumpărător și Anadolu Isuzu Otomotiv Sanavi ve Tiere in calitate de Cumpărător și Anadolu Isuzu Otomotiv Sanayi ve Ticaret AŞ cu sediul social în Turcia-Istanbul, reprezentat fiscal prin S.C. Anadolu Automobil Rom S.R.L., CUI 38065759, în calitate de Furnizor, după finalizarea su succes a factorile finalizarea cu succes a testării de acceptare finală, așa cum este definit în Cerințe de Furnizare, Specificația Tehnică, paragraful 26.1 testare la livrarea, privind cele 104 autobuze urbane Isuzu Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C.

Predarea-primirea celor 104 autobuze urbane Isuzu Citiport s-a executat în cadrul înțelegerii contractuale nr. 116425/13.07.2018, încheiată între UAT Municipiul Constanța și ofertantul câștigător Anadolu Isuzu Otomotiv Sanayi ve Ticaret AŞ, având ca obiect ,, Achiziția de autobuze urbane cu podea joasă standard de 12 m echipate cu motor Diesel EURO 6 FAZA C".

Conform înțelegerii contractuale nr. 116425/13.07.2018, au fost furnizate

următoarele produse: A. În termen de 20 de săptămâni de la semnarea contractului de către părți, au fost furnizate 20 autobuze urbane Isuzu Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C, conform următoarelor procese verbale de predare-primire:

autobuz Citiport nr. Isuzu predare-primire verbal de Proces 208261/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000304/22324196;

predare-primire Citiport autobuz Isuzu nr. **Proces** verbal de 208262/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000322/22328239;

autobuz Isuzu Citiport predare-primire de nr. verbal **Proces** 3. 208263/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000314/22331164;

predare-primire autobuz Isuzu Citiport verbal de Proces nr. 208264/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000312/22328267;

predare-primire autobuz de Isuzu Citiport Proces verbal nr. 5. 208265/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000305/22324195;

predare-primire autobuz verbal de Isuzu Citiport Proces nr. 6. 208266/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000317/22316695;

predare-primire autobuz de verbal Isuzu Citiport Proces 7. nr. 208267/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000318/22331140;

predare-primire autobuz verbal de Isuzu **Proces** Citiport 8. nr. 208268/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000310/22324201;

predare-primire de autobuz verbal Isuzu **Proces** Citiport 9. Proces Verbar 208269/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000316/22331003; nr.

predare-primire de autobuz verbal Isuzu **Proces** 10. Citiport 10. Proces Verbal de predare-primire autobuz 13024 Citipon 208270/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000315/22330997; nr.

predare-primire autobuz de verbal Isuzu **Proces** Citiport 11. Proces versus 208271/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000306/22331168; nr.

12. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208272/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000307/22324198;

13. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208273/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000331/22328236;

 Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208274/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000328/22328077;

15. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208275/30.11.2018, Serie sasiu/Serie motor NNAM0BHLB02000309/22324092;

16. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208276/30.11.2018, Serie sasiu/Serie motor NNAMOBHLB02000319/22328241;

17. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208277/30.11.2018, Serie sasiu/Serie motor NNAMOBHLB02000323/22328229;

18. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208278/30.11.2018, Serie sasiu/Serie motor NNAMOBHLB02000327/22324205;

19. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208279/30.11.2018, Serie sasiu/Serie motor NNAMOBHLB02000324/22328232;

20. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 208280/30.11.2018, Serie sasiu/Serie motor NNAMOBHLB02000313/22328270;

Proces verbal de predare-primire DOCUMENTE pentru autobuzele ISUZU CITIPORT nr. 208281/30.11.2018;

FACTURA FISCALĂ seria AIOS nr. 20/29.11.2018, înregistrată cu nr. 208291/30.11.2018, livrare lot 1 - AUTOBUZE ISUZU CITIPORT 20 buc, conform ctr. 116425/13.07.2018;

Proces verbal predare-primire 8. DISPOZITIV DE DIAGNOSTICARE nr.208285/30.11.2018;

Proces verbal predare-primire 9. INSTRUMENTE SPECIALE PENTRU INTRETINERE REGULATA nr. 208286/30.11.2018;

Proces verbal predare-primire 10. INSTRUMENTE SPECIALE PENTRU REVIZII SI REPARATII GENERALE nr. 208287/30.11.2018;

Proces verbal predare-primire 11. DISPOZITIV PENTRU INCARCAREA SI DESCARCAREA INSTALATIEI DE CLIMATIZARE nr. 208289/30.11.2018;

Proces verbal predare-primire 12. CUTIE SPECIALA PENTRU SCULE SI DISPOZITIVE SPECIALE DE INSPECTIE, NUMAI PENTRU SISTEMUL DE INJECTIE DE COMBUSTIBIL nr. 208290/30.11.2018.

Proces verbal predare-primire SERVER DE DATE nr. 208288/30.11.2018.

Proces verbal instruire personal specialitate nr. 208282/30.11.2018;

Proces verbal instruire personal specialitate nr. 208283/30.11.2018;

Proces verbal instruire personal tehnic de înaltă calificare nr.208284/30.11.2018.

- B. În termen de 24 de săptămâni de la semnarea contractului de către părți, au fost furnizate 20 autobuze urbane Isuzu Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C, conform următoarelor procese verbale de predare-primire:
- Proces verbal de predare-primire autobuz Isuzu Citiport nr. 217754/13.12.2018, Serie sasiu/Serie motor NNAMOBHLB02000301/22324098;
- 2. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 217761/13.12.2018, Serie sasiu/Serie motor NNAMOBHLB02000302/22324198;
- 3. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 217769/13.12.2018, Serie sasiu/Serie motor NNAMOBHLB02000320/22328228;
- 4. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 217777/13.12.2018, Serie sasiu/Serie motor NNAMOBHLB02000321/22328238;
- 5. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 217785/13.12.2018, Serie sasiu/Serie motor NNAMOBHLB02000325/22328227;

The Division of order

Citiport nr. 6. Proces predare-primire autobuz Isuzu verbal de 217824/13.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000333/22331142; nr. Citiport 7. **Proces** autobuz Isuzu verbal de predare-primire 217819/13.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000332/22328246; nr. Citiport Proces predare-primire autobuz Isuzu verbal de 217804/13.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000326/22328268; nr. Citiport Isuzu Proces predare-primire autobuz verbal de 217817/13.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000330/22333109; nr. Citiport Isuzu 10. **Proces** verbal predare-primire autobuz de 217810/13.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000329/22328234; nr. Citiport Isuzu 11. **Proces** autobuz verbal predare-primire de 224149/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000350/22328075; nr. Citiport Isuzu autobuz Proces verbal predare-primire de 224150/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000370/22333210; nr. Citiport Isuzu 13. Proces autobuz verbal de predare-primire 224151/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000371/22333205; nr. Citiport Isuzu **Proces** autobuz verbal predare-primire de 224152/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000372/22333202; nr. Citiport Isuzu **Proces** autobuz predare-primire verbal de 224155/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000376/22333200; Citiport nr. Isuzu 16. autobuz **Proces** verbal de predare-primire 224159/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000377/22333111; Citiport nr. Isuzu autobuz Proces verbal de predare-primire 224163/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000378/22333132; nr. Citiport Isuzu predare-primire autobuz Proces verbal de 224167/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000379/22333127; Citiport nr. Isuzu 19. **Proces** verbal de predare-primire autobuz 224173/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000381/22333212; nr. Citiport Isuzu autobuz Proces verbal de predare-primire 224176/27.12.2018, Serie sasiu/Serie motor NNAM0BHLB02000382/22333133;

Proces verbal de predare-primire DOCUMENTE pentru autobuzele ISUZU CITIPORT nr. 217830/13.12.2018 pentru 10 autobuze;
Proces verbal de predare-primire DOCUMENTE pentru autobuzele ISUZU CITIPORT nr. 224179/27.12.2018 pentru 10 autobuze;
FACTURA FISCALĂ seria AIOS nr. 26/27.12.2018, înregistrată cu nr. 224186/27.12.2018, livrare lot 2 AUTOBUZE ISUZU CITIPORT - 20 buc, conform ctr. 116425/13.07.2018;

C. În termen de 28 de săptămâni de la semnarea contractului de către părți, au fost furnizate 20 autobuze urbane Isuzu Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C, conform următoarelor procese verbale de predare-primire:

 Proces verbal de predare-primire autobuz Isuzu Citiport nr. 13211/22.01.2019, Serie sasiu/Serie motor NNAMOBHLB02000334/22328073;

2. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 13213/22.01.2019, Serie sasiu/Serie motor NNAMOBHLB02000335/22331151;

3. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 13216/22.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000347/22328225;

4. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 13217/22.01.2019, Serie sasiu/Serie motor NNAMOBHLB02000348/22324107;

5. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 13221/22.01.2019, Serie sasiu/Serie motor NNAMOBHLB02000349/22333197;

6. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 13225/22.01.2019, Serie sasiu/Serie motor NNAMOBHLB02000351/22331158;

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Citiport Isuzu nr. autobuz predare-primire de 13228/22.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000374/22333136; verbal Citiport nr. predare-primire autobuz de verbal 13233/22.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000383/22336964; Citiport nr. predare-primire autobuz verbal 13237/22.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000385/22336940; Citiport nr. predare-primire autobuz de verbal 13238/22.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000390/22337047; predare-primire autobuz Isuzu Citiport nr. verbal de 14360/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000373/22331136; Isuzu Citiport nr. predare-primire autobuz de verbal 14365/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000375/22333126; Proces Citiport nr. predare-primire autobuz Isuzu verbal de 14367/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000303/22324253; **Proces** Citiport nr. predare-primire autobuz Isuzu de verbal Proces 14370/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000308/22324199; Citiport nr. Isuzu predare-primire autobuz verbal de **Proces** 14372/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000311/22324095; 15. Citiport nr. predare-primire autobuz Isuzu de verbal **Proces** 14376/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000380/22333135; 16. predare-primire Isuzu Citiport nr. autobuz verbal de 14381/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000384/22337034; 17. Proces Citiport nr. predare-primire autobuz Isuzu de verbal **Proces** 14390/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000394/22333199; nr. predare-primire Isuzu Citiport autobuz de verbal **Proces** 14393/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000397/22313593; predare-primire Isuzu Citiport nr. autobuz verbal de Proces 20. 14394/23.01.2019, Serie sasiu/Serie motor NNAM0BHLB02000399/22339508.

Proces verbal de predare-primire DOCUMENTE pentru 20 autobuze ISUZU CITIPORT, înregistrat cu nr. 14398/23.01.2019.

FACTURA FISCALĂ seria AIOS nr. 27/23.01.2019, livrare lot 3 – 20 AUTOBUZE ISUZU CITIPORT, conform înțelegerii contractuale 116425/13.07.2018, înregistrată cu nr. 14423/23.01.2019.

D. În termen de 34 de săptămâni de la semnarea contractului de către părți, au fost furnizate 44 autobuze urbane Isuzu Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C, conform următoarelor procese verbale de predare-primire:

1. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 29119/13.02.2019, Serie sasiu/Serie motor NNAMOBHLB02000386/22337049;

2. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 29120/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000387/22337040;

3. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 29123/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000388/22337044;

4. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 29132/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000389/22337027;

5. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 29136/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000391/22339470;

6. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 29140/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000392/22336892;

7. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 29147/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000393/22336869;

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nr. Citiport 8. **Proces** verbal de predare-primire autobuz Isuzu 29154/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000395/22337030; nr. Citiport Proces verbal de predare-primire autobuz Isuzu 29161/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000398/22339468; nr. Citiport Proces verbal Isuzu de predare-primire autobuz 29167/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000400/22339483; nr. Citiport **Proces** Isuzu verbal de predare-primire autobuz 29169/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000401/22339992; nr. Citiport **Proces** autobuz Isuzu verbal de predare-primire 29172/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000402/22339485; nr. Citiport Proces Isuzu 13. verbal de predare-primire autobuz 29176/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000403/22339478; nr. Citiport 14. Isuzu Proces verbal de predare-primire autobuz 29179/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000404/22336942; nr. Citiport Proces Isuzu verbal de predare-primire autobuz 29183/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000406/22316687; nr. Citiport Isuzu autobuz Proces verbal de predare-primire 29189/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000407/22339475; nr. Citiport Isuzu autobuz Proces verbal de predare-primire 29195/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000408/22339520; nr. Citiport Isuzu Proces verbal predare-primire autobuz de 29206/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000409/22340113; nr. Citiport Isuzu Proces verbal de predare-primire autobuz 29212/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000410/22339488; nr. Citiport Isuzu Proces verbal de predare-primire autobuz 29215/13.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000411/22340110.

Proces verbal de predare-primire DOCUMENTE pentru 20 autobuze ISUZU CITIPORT, înregistrat cu nr. 29218/13.02.2019.

FACTURA FISCALĂ seria AIOS nr. 28/13.02.2019, livrare lot 4 – 20 AUTOBUZE ISUZU CITIPORT, conform înțelegerii contractuale 116425/13.07.2018, înregistrată cu nr. 29232/13.02.2019.

nr. Citiport Isuzu **Proces** verbal de predare-primire autobuz 21. 40288/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000413/22339505; nr. Citiport Isuzu predare-primire autobuz Proces verbal de 40294/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000414/22339513; predare-primire autobuz Isuzu Citiport nr. Proces verbal de 23. 40298/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000415/22340383; Citiport predare-primire Isuzu Proces verbal de autobuz nr. 40304/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000416/22339990; predare-primire verbal de autobuz Isuzu Citiport **Proces** 25. nr. 40306/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000417/22336894; predare-primire autobuz Proces verbal de Isuzu Citiport 26. nr. 40310/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000418/22337037; predare-primire autobuz verbal de Isuzu 27. Proces Citiport nr. 40312/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000419/22339987; predare-primire autobuz verbal de 28. Proces Isuzu Citiport nr. 40314/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000420/22339510; **Proces** verbal de predare-primire autobuz Isuzu Citiport nr. 40319/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000422/22343378; predare-primire de verbal autobuz 30. Proces Isuzu Citiport nr. 40324/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000423/22343374; de predare-primire verbal autobuz Proces Isuzu Citiport 40337/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000427/22342793; nr.

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32. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 40348/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000428/22342826;

33. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 40354/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000429/22342719;

34. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 40361/27.02.2019, Serie sasiu/Serie motor NNAM0BHLB02000442/22342796;

35. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47468/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000412/22339480;

36. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47470/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000421/22342808;

37. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47477/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000424/22342725;

38. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47486/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000430/22342814;

39. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47489/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000443/22349309;

40. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47495/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000444/22349303;

41. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47511/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000425/22342799;

42. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47521/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000426/22342811;

43. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47524/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000431/22342722;

44. Proces verbal de predare-primire autobuz Isuzu Citiport nr. 47529/07.03.2019, Serie sasiu/Serie motor NNAM0BHLB02000396/22336917.

Proces verbal de predare-primire DOCUMENTE pentru autobuze ISUZU CITIPORT, înregistrat cu nr. 40365/27.02.2019.

Proces verbal de predare-primire DOCUMENTE pentru autobuze ISUZU CITIPORT, înregistrat cu nr. 47541/07.03.2019.

FACTURA FISCALĂ seria AIOS nr. 29/07.03.2019, livrare lot 4 – 24 AUTOBUZE ISUZU CITIPORT, conform înțelegerii contractuale 116425/13.07.2018, înregistrată cu nr. 47557/07.03.2019.

Toate neconformitatile constatate si mentionate in adresele 215514/11.12.2018, 12244/21.01.2019, 27022/11.02.2019, 39919/26.02.2019 si 49019/08.03.2019 au fost remediate in mod corespunzator.

De asemenea, toate consemnarile mentionate în procesele verbale de predareprimire a autobuzelor Isuzu Citiport cu privire la covorul de cauciuc ce este montat pe podeaua autobuzului au fost clarificate corespunzător prin adresa înaintată de către ANADOLU ISUZU OTOMOTIV SANAYI VE TICARET A.Ş. nr. 12038/21.10.2019, înregistrată la Primăria municipiului Constanța sub nr. 205109/23.10.2019, în care se mentionează următoarele:

1. "Covorul de cauciuc ce este montat pe podeaua autobuzului are o structură omogenă. Nu există îmbinări realizate în fabrică, pe linia de montaj, de către Anadolu Isuzu în timpul procesului de producție. Covorul este dintr-o bucată de 10777 mm lungime și 2485 lățime";

 "Linia ce se observă este rezultată ca urmare a metodologiei de fabricație a producătorului. Acest covor de cauciuc este fabricat de producător în mod special pentru acest autobuz";

3. "Asigurăm garanția pentru covorul de cauciuc un timp de 12 ani".

Având în vedere cele menționate mai sus precum și îndeplinirea condițiilor din înțelegerea contractuală nr. 116425/13.07.2018, Condiții speciale ale contractului, Condiții de plată, 11.1, alineatul (iii), Comisia de recepție a autobuzelor urbane Isuzu

ANATON ISOZU OZOMONI SON VII VE TICANET A.S. Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C, constituită în baza Dispoziției nr. 4410/01.11.2019, eliberează prezentul Certificat de Acceptare Final.

Prezentul Certificat de Acceptare Final a fost încheiat în trei(3) exemplare, două pentru Primăria municipiului Constanța și unul pentru S.C. Anadolu Automobil Rom S.R.L.

Comisia de recepție,

Primăria Municipiului Constanța

Furnizor,

S.C. Anadolu Automobil Rom S.R.L.

Magdalena Peşu

Președinte,

Mihaela Pătruţoiu

Membru,

Cristian Mola

Membru, Gevat Bari

Membru,

Aristide-Cătălin Dumitrache

Membru,

Florea Chelu

SAVATURE TICAMENTAS.

ROMANIA
JUDETUL CONSTANTA
PRIMARIA MUNICIPIULUI CONSTANTA

DIRECTIA GESTIONARE SERVICII PUBLICE
SERVICIUL MANAGEMENT DRUMURI ȘI TRANSPORT PUBLIC
NR. 224497/19.11.2019

CERTIFICAT

În conformitate cu Înțelegerea Contractuală nr. 116425/13.07.2018, Condiții speciale ale contractului, Condiții de plată, 11.1, alineatul (c)

Încheiat azi 19.11.2019 între reprezentanții Primăriei Municipiului Constanța, cod de înregistrare fiscală nr. 4785631, în calitate de Cumpărător și Anadolu Isuzu Otomotiv Sanayi ve Ticaret AȘ cu sediul social în Turcia-Istanbul, reprezentat fiscal prin S.C. Anadolu Automobil Rom S.R.L., CUI 38065759, în calitate de Furnizor, cu privire la serviciile de instruire și configurarea atelierului/a unității de service pentru 104 autobuze urbane Isuzu Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C.

Efectuarea serviciilor contractate, respectiv servicii de instruire și configurarea atelierului/a unității de service s-a executat în cadrul înțelegerii contractuale nr. 116425/13.07.2018, Capitolul Specificații Tehnice, AUTOBUZ URBAN CU PODEA JOASĂ, DIESEL EURO 6 CLASA C, pentru transport public local, Proiectul ,,SMART Transport Public Constanța", punctul 20.1 Unitate de service/atelier și punctul 20.2 Pregătirea personalului, încheiată între UAT Municipiul Constanța și ofertantul câștigător Anadolu Isuzu Otomotiv Sanayi ve Ticaret AȘ, având ca obiect ,, Achiziția de autobuze urbane cu podea joasă standard de 12 m echipate cu motor Diesel EURO 6 FAZA C".

Conform înțelegerii contractuale nr. 116425/13.07.2018, au fost furnizate următoarele produse:

Proces verbal predare-primire 8.DISPOZITIV DE DIAGNOSTICARE
nr.208285/30.11.2018;

Proces verbal predare-primire 9.INSTRUMENTE SPECIALE PENTRU INTRETINERE REGULATA nr. 208286/30.11.2018;

Proces verbal predare-primire 10.INSTRUMENTE SPECIALE PENTRU REVIZII SI REPARATII GENERALE nr. 208287/30.11.2018;

Proces verbal predare-primire 11.DISPOZITIV PENTRU INCARCAREA SI DESCARCAREA INSTALATIEI DE CLIMATIZARE nr. 208289/30.11.2018;

Proces verbal predare-primire 12.CUTIE SPECIALA PENTRU SCULE SI DISPOZITIVE SPECIALE DE INSPECTIE, NUMAI PENTRU SISTEMUL DE INJECTIE DE COMBUSTIBIL nr. 208290/30.11.2018.

Proces verbal predare-primire SERVER DE DATE nr. 208288/30.11.2018.

Proces verbal instruire personal specialitate nr. 208282/30.11.2018;

Proces verbal instruire personal specialitate nr. 208283/30.11.2018;

Proces verbal instruire personal tehnic de înaltă calificare nr.208284/30.11.2018.

Având în vedere cele menționate mai sus precum și îndeplinirea condițiilor din înțelegerea contractuală nr. 116425/13.07.2018, Capitolul Specificații Tehnice, AUTOBUZ URBAN CU PODEA JOASĂ, DIESEL EURO 6 CLASA C, pentru transport public

TANADATE CUEN OTOMOTO

local, Proiectul "SMART Transport Public Constanța", punctul 20.1 Unitate de service/atelier și punctul 20.2 Pregătirea personalului, Comisia de recepție a autobuzelor urbane Isuzu Citiport cu podea joasă standard de 12 m echipate cu motor Diesel Euro 6 FAZA C, constituită în baza Dispoziției nr. 4410/01.11.2019, eliberează prezentul Certificat privind efectuarea serviciilor de instruire și configurarea atelierului/a unității de service.

Prezentul Certificat a fost încheiat în trei(3) exemplare, două pentru Primăria municipiului Constanța și unul pentru S.C. Anadolu Automobil Rom S.R.L.

Comisia de recepție,

Primăria Municipiului Constanța

Președinte,

Mihaela Pătruțdiu

Membru,

Cristian Mola

Membru,

Gevat Bari

Membru,

Aristide-Cătălin Dumitrache

Membru,

Florea Chelu

Furnizor,

S.C. Anadolu Automobil Rom S.R.L.

Magdalena Peşu

ANALUS TIE PRET A.S.