

Contract no. MEEP/CS/1.1/01
Lump-Sum

This CONTRACT (hereinafter called the "Contract") is made the 21 day of the month of May, 2024, between, on the one hand,

(1) **Moldova Energy Projects Implementation Unit**, represented by the Interim Director, Mr. Ruslan SURUGIU, having its principal place of business at 1, Alecu Russo Street, block A1, office 163, MD-2068, Chisinau, Republic of Moldova (hereinafter called the "Client") and, on the other hand,

(2) **Joint Venture Tehno Consulting & Design S.R.L.** consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract (hereinafter called the "Consultant"), namely,

Tehno Consulting & Design S.R.L. (Lead member), a company registered in Republic of Moldova, having its principal place of business at 66, Mihai Eminescu street, Chisinau, MD-2012, Republic of Moldova, represented by Director Mr. Gheorghe BURDILA,

and

Techno-Test S.R.L. (JV member), a company registered in Republic of Moldova, having its principal place of business at 66, Mihai Eminescu street, Chisinau, MD-2012, Republic of Moldova, Germany represented by Director Mr. Gheorghe BURDILA.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a financing from the European Investment Bank and European Bank for Reconstruction and Development toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Banks will be made only at the request of the Client and upon approval by the Banks; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Banks, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the financing proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “EIB Anti-Fraud Policy”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference
 Appendix B: Key Experts
 Appendix C: Breakdown of Contract Price
 Appendix D: Form of Advance Payments Guarantee
 Appendix E: Code of Conduct for Experts
 Appendix F: Covenant of Integrity
 Appendix G: Environmental and Social Covenant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E, Appendix F and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Moldova Energy Projects Implementation Unit*

Ruslan SURUGIU
 Interim Director

in the presence of
Vladimir DOLGH
 Interim Director, *Neurology and Neurosurgery Institute*

For and on behalf of each of the members of the Consultant

Tehno Consulting & Design S.R.L. (Lead member) and Techno-Test S.R.L. (JV member)

Gheorghe BURDILA (Director of both members)



GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Definitions

1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the European Investment Bank (EIB) and **“Banks”** means the European Investment Bank and European Bank for Reconstruction and Development (EBRD).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Banks.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) **“Day”** means a working day unless indicated otherwise.
 - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
 - (l) **“GCC”** means these General Conditions of Contract.

General Conditions of Contract

Attachment 1

EIB Anti-Fraud Policy

EIB Anti Fraud Policy is available at:

http://www.eib.org/attachments/strategies/anti_fraud_policy_20130917_en.pdf

European Investment Bank Exclusion Policy available at:

http://www.eib.org/attachments/strategies/eib_exclusion_policy_en.pdf

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be interpreted in accordance with the law of Republic of Moldova
4.1	The ruling language is: English The language for communications is: English
6.1 and 6.2	The addresses are: Client: <u>Moldova Energy Projects Implementation Unit</u> Attention: <u>Mr. Ruslan Surugiu, Interim Director</u> E-mail: <u>mepiu@mepiu.md</u> Consultant: JV Tehno Consulting & Design S.R.L. consisting of Tehno Consulting & Design S.R.L (Lead member) and Techno-Test S.R.L. (JV Member) Attention: <u>Mr. Gheorghe Burdila, Director of Lead and JV member</u> E-mail (where permitted): <u>info@tcd.md, gh.burdila@tcd.md</u>
8.1	The Lead Member on behalf of the JV is Tehno Consulting & Design S.R.L.
9.1	The Authorized Representatives are: For the Client: <u>Mr. Ruslan Surugiu, Interim Director</u> For the Consultant: <u>Mr. Gheorghe Burdila, Director</u>
11.1	The effectiveness conditions are the following: <i>the date of Contract signing by both parties.</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be two (2) months.
13.1	Commencement of Services: The number of days shall be fourteen (14) calendar days from contract signing by Parties. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

14.1	<p>Expiration of Contract:</p> <p>The time period shall be:</p> <p>(i) five (5) months and two (2) week for design (starting from the date of signature of the contract), (ii) twelve (12) months for Author's Supervision starting from the date of Works commencement and continuing until their completion.</p>
23.1	<p>Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one, times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of no less than the total ceiling amount of the Contract Amount;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</p> <p>(d) Client's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.2	The Consultant shall not use the data, reports and other documents elaborated within the course of this assignment for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	The Contract price is: EUR 70,489.00 [seventy thousand four hundred eighty-nine Euro, 00 cents] inclusive of local indirect taxes.
44.1 and 44.2	The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from Value Added Tax (deductible for local purchase / nondeductible for import), excise duty, customs duty, tax for carrying out customs procedures, tax for goods which, in the process of use, cause environmental pollution when importing goods and/or services intended for the implementation of the Project, under the applicable law in the Client's country and in accordance with the procedures established in the Government Decision No. 314/2023 of 24 May 2023 (on application of tax and customs facilities for import and/or supply of goods and/or services intended for the implementation of the "Moldova Energy Efficiency Project"), on the Consultant and the Sub-consultants.
45.1	Payments invoiced in foreign currency shall be paid in accordance with the rules and regulations of the National Bank of Republic of Moldova in force at the time of payment. Payments shall be made in Moldovan Leu, at the official exchange rate established by the National Bank of Moldova at the date of payment.
46.2	<p>The payment schedule:</p> <p>1st payment: <i>twenty percent (20%) of the total contract amount against the invoice for the Final Inception Report as per Appendix A, accepted by the Client;</i></p> <p>2nd payment: <i>fifty percent (50%) of the total contract amount against the invoice for the Complete packages of Final design documents as per Appendix A, accepted by the Client.</i></p> <p>3rd payment: <i>twenty percent (20%) of the total contract amount against the invoice for the Approval of the design and cost documentation from the State Expertise as per Appendix A, accepted by the Client.</i></p> <p>Final payment: <i>ten percent (10%) of the total contract amount against the invoice for the Final report on Design Author's Supervision as per Appendix A, accepted by the Client.</i></p>
46.2.1	Not applicable

46.2.4	<p>The banking details are: Account beneficiary: Tehno Consulting and Design S.R.L. IDNO / TIN: 1005600063096 IBAN code (MDL): MD36MO2224ASV22049097100 Bank name: OPT Bank S.A. Bank address: Republic of Moldova, Chisinau, Bd. Stefan cel Mare si Sfint, 81A; SWIFT code: MOBBMD22XXX;</p> <p>Correspondent bank details: Societe Generale, Paris, France SWIFT/BIC: SOGEFRPPXXX</p>
47.1	<p>The interest rate is: <i>Central European Bank base rate plus two percent (2%) per annum.</i></p>
50.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>FIDIC</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary</i>

General of the International Centre for Settlement of Investment Disputes, Washington, D.C.

- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:
 - (a) the country of incorporation of the Consultant or of any of their members or Parties; or
 - (b) the country in which the Consultant's or any of their members' or Parties' principal place of business is located; or
 - (c) the country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or
 - (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
 5. Miscellaneous. In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in *Paris, France*;
 - (b) the *English* language shall be the official language for all purposes; and
 - (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority)

	shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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