SIGMA ENGINEERING S.R.L. COMPLETE ENGINEERING SERVICES

Contacts:
Tel: +373 69 665 664
E-mail: contact@sigma.md
www.sigma.md

DECLARAȚIE privind experiența similară

- 1. Denumirea şi obiectul contractului: <u>Servicii de elaborare a studiului de fezabilitate privind reabilitarea secției prematuri;</u>
- 2. Numărul și data contractului: Nr. 97 din 27.11.2019;
- 3. Denumirea/numele beneficiarului: Instituția Medico Sanitară Publică Institutul Mamei și Copilului;
- 4. Adresa beneficiarului: mun. Chișinău, Strada Burebista, nr. 93;
- 5. Țara: Republica Moldova;
- 6. Calitatea în care a participat la îndeplinirea contractului: Proiectant;
- 7. Valoarea contractului: 213600,00 lei;
- 8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: nu se aplică.
- 9. Perioada de executare a lucrării (luni):

Contractată: 2 luni; Eefectiv realizată 2 luni;

- 10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor N/A
- 11. Principalele remedieri și completări înscrise în procesul-verbal de recepție N/A
- 12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacitățiși categorii de lucrări prevăzute în contracte

Data completării: 08.12.2021

Nume: TITEI VITALIE

Semnat:

Funcția în cadrul întreprinderii: DIRECTOR

Denumirea întreprinderii: SIGMA ENGINEERING S.R.L.

SIGMA ENGINEERING S.R.L. COMPLETE ENGINEERING SERVICES

Contacts:
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E-mail: contact@sigma.md
www.sigma.md

DECLARAȚIE privind experiența similară

- 1. Denumirea și obiectul contractului: <u>Adaptarea / proiectarea rețelelor exetioare din incinta teritoriului stației de epurare a mun. Chișinău:</u>
- 2. Numărul și data contractului: No. 22 / 18/12/2019;
- 3. Denumirea/numele beneficiarului: Apă Canal Chișinău;
- 4. Adresa beneficiarului: mun. Chişinău, str. Albişoara, nr. 38;
- 5. Țara: Republica Moldova;
- 6. Calitatea în care a participat la îndeplinirea contractului: Proiectant;
- 7. Valoarea contractului: 23 000,0 euro;
- 8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: nu se aplică.
- 9. Perioada de executare a lucrării (luni):

Contractată: 2.5 luni;

Eefectiv realizată 2.5 luni;

- 10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor N/A;
- 11. Principalele remedieri și completări înscrise în procesul-verbal de recepție N/A;

12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacitățiși categorii de lucrări prevăzute în contracte

Data completării: 08.12.2021

Nume: TITEI VITALIE

Semnat:

Funcția în cadrul întreprinderii: DIRECTOR

Denumirea întreprinderii: SIGMA ENGINEERING S.R.L.



SIGMA ENGINEERING S.R.L. COMPLETE ENGINEERING SERVICES

Contacts:
Tel: +373 69 665 664
E-mail: contact@sigma.md
www.sigma.md

DECLARAȚIE privind experiența similară

- 1. Denumirea și obiectul contractului: <u>Îmbunătățirea infrastructurii de apă în Moldova Centrală (Apeductul magistral Chișinău-Strășeni-Călărași), inclusiv stație de pompare și infrastructura adiacentă;</u>
- 2. Numărul și data contractului: f/n;
- 3. Denumirea/numele beneficiarului: ADR Centru;
- 4. Adresa beneficiarului: Republica Moldova, or. Ialoveni, str. Alexandru cel Bun, nr. 33;
- 5. Țara: Republica Moldova;
- 6. Calitatea în care a participat la îndeplinirea contractului: Proiectant;
- 7. Valoarea contractului: 152 750,0 euro;
- 8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: nu se aplică.
- 9. Perioada de executare a lucrării (luni):

Contractată: 12 luni;

Eefectiv realizată: în derulare;

- 10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor N/A;
- 11. Principalele remedieri și completări înscrise în procesul-verbal de recepție N/A;
- 12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacități și categorii de lucrări prevăzute în contracte

Data completării: 08.12.2021

Nume: TITEI VITALIE

Semnat:

Funcția în cadrul întreprinderii: DIRECTOR

Denumirea întreprinderii: SIGMA ENGINEERING S.R.L.

IMSP Institutul Mamei și Copilului



A C H I Z I Ţ I I P U B L I C E

CONTRACT Nr. <u>97</u> de achiziționare serviciilor de valoare mică

Cod CPV: 71241000-9

"27 " naieublie 2019

Chişinău

Prestatorul de servicii	Autoritatea contractantă
SRL "Sigma Engineering",	Instituția Medico Sanitară Publică Institutul Mamei
reprezentată prin director Titei Vitalie,	și Copilului,
care acționează în baza statutului,	reprezentată prin director Gladun Sergiu,
denumit(a) în continuare <i>Prestator</i>	care acționează în baza regulamentului IMSP IMșiC
cu numărul de înregistrare în Registrul	aprobat prin ordinul nr. 1077 din 30.12.2016,
Comercial al RM	denumit(a) în continuare Benecifiar ,
1017600028690, pe de o parte,	1003600151643 din 02.03.2016, pe de altă parte,

ambii (denumiți(te) în continuare *Părți*), au încheiat prezentul Contract referitor la următoarele:

- a) Achiziționarea serviciilor de elaborare a studiului de fezabilitate, denumite în continuare Servicii.
- b) Următoarele documente vor fi considerate părți componente și integrale ale Contractului:

Anexa 1:

Anexa 2;

- b) Prezentul Contract va predomina asupra tuturor altor documente componente. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată mai sus.
- c) În calitate de contravaloare a plăților care urmează a fi efectuate de Beneficiar, Prestatorul se obligă prin prezenta să presteze Beneficiarului Serviciile și să înlăture defectele lor în conformitate cu prevederile Contractului sub toate aspectele.
- d) Beneficiarul se obligă prin prezenta să plătească Prestatorului, în calitate de contravaloare a prestării serviciilor, precum și a înlăturării defectelor lor, prețul Contractului sau orice altă sumă care poate deveni plătibilă conform prevederilor Contractului în termenele și modalitatea stabilite de Contract.

1. Objectul Contractului

- 1.1. Prestatorul își asumă obligația de a presta Serviciile conform Specificației, care este parte integrantă a prezentului Contract.
- 1.2. Beneficiarul se obligă, la rîndul său, să achite și să recepționeze Serviciile prestate de Prestator.
- 1.3. Serviciile prestate în baza contractului vor respecta standardele indicate în Specificație Cînd nu este menționat nici un standard sau reglementare aplicabilă, se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.
 - 1.4. Termenele de garanție a Serviciilor sînt indicate în Specificație.
 - 2. Termeni și condiții de prestare
 - 2.1. Livrarea studiului în decurs de 60 zile, după semnarea contractului.

Prețul și condiții de plată

SIGMA ENGINEERING S.R.L.

- 3.1. Prețul Serviciilor prestate conform prezentului Contract este stabilit în lei moldovenești, fiind indicat în Specificația din Anexa 1 a prezentului Contract.
- 3.2. Suma totală a prezentului Contract, inclusiv TVA, se stabilește în lei moldovenești și constituie: 213600,00 lei, inclusiv TVA.
 - 3.3. Achitarea plăților pentru Serviciile prestate se va efectua în lei moldovenești.
- 3.4. După recepționarea ultimei notificări din partea Beneficiarului despre acceptanța serviciilor acordate, Prestatorul va prezenta factura fiscală spre achitare.
- 3.5. Metoda și condițiile de plată de către Beneficiar vor fi: *prin transfer, în decurs de 30 zile după prezentarea facturii fiscale*.
- 3.6. Plățile se vor efectua prin transfer bancar pe contul de decontare al Prestatorului indicat în prezentul Contract.

4. Condiții de predare-primire

- 4.1. Serviciile se consideră predate de către Prestator și recepționate de către Beneficiar dacă:
- a) cantitatea Serviciilor corespunde informației indicate în prezentul Contract și anexele la acesta:
- b) calitatea Serviciilor corespunde informației indicate în prezentul Contract și Anexele la acesta;
- 4.2. Prestatorul este obligat să prezinte Beneficiarului un exemplar original al facturii fiscale odată cu prestarea Serviciilor, pentru efectuarea plății. Pentru nerespectarea de către Prestator a prezentei clauze, Beneficiarul își rezervă dreptul de a majora termenul de achitare prevăzut în punctul 3.5 corespunzător numărului de zile de întîrziere și de a fi exonerat de achitarea penalității stabilite în punctul 10.3.

5. Standarde

- 5.1. Serviciile prestate în baza contractului vor respecta standardele prezentate de către prestator în propunerea sa tehnică.
- 5.2. Cînd nu este menționat nici un standard sau reglementare aplicabilă se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.

6. Obligațiile părților

- 6.1. În baza prezentului Contract, Prestatorul se obligă:
- a) să presteze Serviciile în condițiile prevăzute de prezentul Contract;
- b) să anunțe Beneficiarul după semnarea prezentului Contract, în decurs de 5 zile calendaristice, prin telefon/fax sau telegramă autorizată, despre disponibilitatea prestării Serviciilor;
- c) să asigure condițiile corespunzătoare pentru recepționarea Serviciilor de către Beneficiar, în termenele stabilite, în corespundere cu cerințele prezentului Contract;
- d) să asigure integritatea și calitatea Serviciilor pe toată perioada de pînă la recepționarea lor de către Beneficiar.
 - 6.2. În baza prezentului Contract, Beneficiarul se obligă:
 - a) să asigure suport și acces Prestatorului la informația necesară pentru prestarea serviciilor;
- b) să furnizeze Prestatorului date tehnice despre echipamentul medical ce urmează a fi instalat, precum și cel puțin una sau cîteva oferte de preț pentru fiecare;
- c) să asigure acces specialiștilor Prestatorului la obiectivul vizat pentru efectuarea măsurărilor și colectarea informației necesare pentru prestarea serviciilor.
- d) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Serviciilor prestate în corespundere cu cerințele prezentului Contract;
- e) să asigure achitarea Serviciilor prestate, respectînd modalitățile și termenele indicate în prezentul Contract.

7. Forta majoră

«SIGMA ENGINEERING»

7.1. Părțile sînt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor conform prezentului Contract, dacă aceasta este cauzată de producerea unor cazuri de forță (războaie, calamități naturale: incendii, inundații, cutremure de pămînt, precum și alte circumstanțe care nu depind de voința Părților).

Partea care invocă clauza de forță majoră este obligată să informeze imediat (dar nu mai

12. Dispoziții finale

- 12.1. Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă conform legislației Republicii Moldova.
- 12.2. De la data semnării prezentului Contract, toate negocierile purtate și documentele perfectate anterior își pierd valabilitatea.
- 12.3. Părțile contractante au dreptul, pe durata îndeplinirii contractului, să convină asupra modificării clauzelor contractului, prin act adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sînt valabile numai în cazul în care au fost perfectate în scris și au fost semnate de ambele Părți.
- 12.4. Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane fără acordul în scris al celeilalte părți.
- 12.5. Prezentul Contract este întocmit în două exemplare în limba de stat a Republicii Moldova, cîte un exemplar pentru Prestator și Beneficiar.
- 12.6. Prezentul Contract se consideră încheiat la data semnării și intră în vigoare la data înregistrării la una din Trezoreriile Regionale ale Ministerului Finanțelor, în cazul în care sursele financiare se alocă din bugetul de stat/bugetul local, sau la data semnării sau la o altă dată ulterioară indicată în acest contract în cazul în care gestionarea surselor financiare nu se efectuează prin intermediul sistemului trezorerial.
 - 12.7. Prezentul Contract este valabil pînă la 31 martie 2020.
- 12.8. Prezentul Contract reprezintă acordul de voință al părților și se consideră semnat la data aplicării ultimei semnături de către una dintre părți.
- 12.9. Pentru confirmarea celor menționate mai sus, Părțile au semnat prezentul Contract în conformitate cu legislația Republicii Moldova, la data și anul indicate mai sus.

13. Datele juridice, postale și bancare ale Părților

13. Datele juriuice, poștale și balica	Te ale I al filol
SRL "Sigma Engineering"	IMSP IMșiC
Adresa poștală: Alba Iulia, 101, ap.55	Adresa poștală: or.Chișinău, str. Burebista 93
Telefon: 069665664	Tel/fax: 55-96-46/55-96-50
IBAN: MD58AG000000022513182916	IBAN: MD73TRPCCC518430A00006AA
Banca: BC "MOLDOVA-	Banca: MF-Trezoreria de Stat
AGROINDBANK" SA,	
Adresa poștală a băncii: sucursala Chișinău	Adresa poștală a băncii: str.Cosmonauților 7
Centru,	
Cod: AGRNMD2X	Cod: TREZMD2X
Cod fiscal: 1017600028690	Cod fiscal: 1003600151643

14. Semnăturile părtilor

Semnătura autorizată: Semnătura autorizată: Semnătura autorizată: L.S.	14. Semilaturne par inor	
Semnătura autorizată: Semnătura autorizată: L.Ş.	Prestatorul de Servicii	Autoritatea contractantă
L.S. Signal L.S. Signal L.S.	Semnătura autorizată:	Semnătura autorizată:
Dr. "SIGN."	MOLDOVA NO. D. Server Mo.	L.S.
	as Br. "SIGN	1 cg well s
	77.60002969 A. T.	

La contractul nr. 97
Din 27 na cue Bese 2019

Specificația

Descriere	Cant.	U/M	Preț fără TVA	Preț cu TVA	Suma fără TVA	Suma cu TVA
Servicii de elaborare a studiului de fezabilitate, documentația de evaluare a impactului asupra mediului în vederea "Renovării Blocului Prematuri a Institutului Mamei și Copilului, precum și dotarea cu echipament medical") – conform anexei 2	1	serv	178000,00	213600,00	178000,00	213600,00
TOTAL					178000,00	213600,00

Prestator: SRL "Sigma Engineering"

Beneficiar: IMSP IMC

FACTURĂ FISCALĂ НАЛОГОВАЯ НАКЛАДНАЯ Seria Nr. Серия №



la Ordinul Ministerului Finantelor al Republicii Moldova nr. 118 din 28 august 2017

Типовая форма Приложение 1 к приказу Министерства финансов Финалось Республики Молдова № 118 от 28 августа 2017



Data eliberării / data livrării Дата выписки / дата поставки

27.02.2020

8. Foaia de parcurs Путевой лист

9. Transportator Sigma Engineering Перевозчик SRL

c.f./ nr. TVA ф.к./ код НДС

1017600028690 / 0508403

data

дата

1. Furnizor Поставшик Sigma Engineering SRL mun. Chisinau, str. Alba-Iulia 101, ap. 55, MD-2071, MD58AG000000022513182916, BC MOLDOVA-AGROINDBANK S.A. suc. Chisinauc.f./ nr. TVA ф.к./ код НДС

1017600028690 / 0508403

2. Cumpărător/ beneficiar

I.M.S.P. INSTITUTUL MAMEI SI COPILULUI,

c.f./ nr. TVA

Покупатель

ф.к./ код НДС

1003600151643 /

mun. Chisinau, str. Burebista, 93, MD73TRPCCC518430A00006AA, Ministerul Finantelor

3. Delegație Доверенность

mun. Chisinau, str. Alba-Iulia 101, ap. 55, MD-2071

- Trezoreria de Stat, TREZMD2X

Centru, AGRNMD2X723

Прилагаемые документы 6. Punct descărcare

mun.Chisinau,str.Burebista,93

7. Redirijări

5. Punct încărcare Пункт погрузки

10.2 Denumirea mărfurilor/activelor, serviciilor Unitatea de și codul pozitiei tarifare al mărfii/activelui măsură

10.3 Cantitatea märfurilor /activelor volumul serviciilor Копичество товаров

/активов

обьем услуг

Пункт разгрузки 104 Preţ unitar fără TVA, lei Цена единицы без НДС, леев

10.5 10.6 10.7 Valoarea Cota Suma totală totală fără TVA. % a TVA. lei TVA lei Ставка Общая Общая НДС. % сумма НДС, сумма без леев НДС, леев

4. Documente anexate

Переадресовки 10.8 Valoarea märfurilor

109 10.10 10.11 10.12 Altă Tip Număr Masa informati ambalaj locuri brută /activelor е Tип Количес tone serviciilor, lei Другая Macca упаковки тво мест Стоимость информ брутто, товаров ация /активов, ус

Servicii de proiectare /elaborare a studiului de fezabilitate conf contr. nr 97 din 27.11.2019

. Наименование товаров/активов, услуг и

код товарной позиции товара/актива

serv

Елиница

измерения

1.000 178000 00 178000 00 20.00

35600.00

213600.00

11. Total (ре радіпа) / Всего (по странице)

12. Total (ре factură fiscală) / Всего (по налоговои накладной)

13 Permis eliberarea Отпуск разрешил

Titei Vitalie

178000.00 178000.00 35600.00 213600.00 35600.00 213600.00

Predat marfurile/activele (serviciile) товары/активы (услуги)

U RASPUN

Titei Vitalie

Funcția, numele, prenumele și semnătura

Functia, numele, prenumele si semnătura Должность, фамилия, имя и подпись

ENGINEERING»

15 Prinit marfurile activele intermediarul (transportatorul): Принят товары/активы посредних /перевозчик):

16. Predat manurile/activele intermediarul (transportatorul): Сдал товары/активы посредник (перевозчик):

17. Primit marfurile/activele (serviciile) cumpărătorul: Принял товары/активы (услуги) покупатель:

Functia, numele, prenumele si semnătura Должность, фамилия, имя и подпись

Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura Долиность, фамилия, имя и/подпись

Functia, numele, prenume e si sempătura Должность, фамилия, имя и подпись





ACT DE INDEPLINIRE A SERVICIILOR № AAI3987258 din 27.02.2020

Prezentul act de executare a lucrărilor este întocmit între **Sigma Engineering SRL** numit în continuare **EXECUTOR** și **I.M.S.P. INSTITUTUL MAMEI SI COPILULUI**, numit în continuare **BENEFICIAR**.

Executorul a îndeplinit calitativ și la timp următoarele lucrări:

Nr.	Denumirea Serviciului	Unit.	Cantitate	Pret (lei)	Suma (lei)
	Servicii de proiectare /elaborare a studiului de fezabilitate conf contr. nr 97 din 27.11.2019	serv	1.000	178000.00	178000.00
				TOTAL	178000.00
				TVA	35600.00

Total (Inclusiv TVA) 213600.00

Beneficiarul a primit lucrările menționate mai sus

Suma de executare a lucrurilor constituie: 213600.00 Lei Doua sute treisprezece mii sase sute lei 00 bani

Serviciile sus menţionate au fost prestate în volum deplin şi la timp. Beneficiarul nu are pretenţii la volumul, calitatea şi termenul de efectuare a serviciilor sus menţionate.

EXECUTOR

Sigma Engineering SRL

mun.Chisinau, str.Alba-Iulia 101, ap.55, MD-2071

1017600028690

0508403

MD58AG000000022513182916

(semnatura)

BC MOLDOVA-AGROINDBANK S.A. suc. Chisinau-

NOLDOVA,

% «SIGMA ENGINEERING

Centru

AGRNMD2X723

BENEFICIAR

I.M.S.P. INSTITUTUL MAMEI SI COPILULUI

mun. Chisinau, str. Burebista, 93

1003600151643

MD73TRPCCC518430A00006AA

Ministerul Finantelor – Trezoreria de Stat

PENTRY FACTURE

000001516 0000

OCO-SANIT

Ludwig Pfieffer

SERVICES SUPPLY CONTRACT

<u>no. 22 / 18/12/2019</u>

This Agreement, hereinafter called "The Contract", is signed between and by the following Parties, hereinafter called collectively "The Parties":

Reprezentanta Permanenta Ludwig Pfeiffer Hoch und Tiefbau GmbH & Co, with headquarters in 24 Lunca Bicului street, Chisinau, Moldova, fiscal code: 44638023, account no. MD54MO2251ASV38870307100, opened at Mobiasbanca OTP Group SA, dully represented by Ciprian Neag, as Regional Manager, from hereinafter referred as the BENEFICIARY

and

SIGMA ENGINEERING SRL, with the headquarters in Alba Iulia Street, no. 101, Chisinau, Moldova, registered under the no. 101760002869, account number MD58AG000000022513182916, opened at Moldova Agroindbank, subsidiary Chisinau-Centru, dully represented by Mr. Vitalie Titel, as Director, from hereinafter referred as the PERFORMER.

The Parties have willingly agreed to sign the present Contract, under the following conditions:

ART. 1. - DEFINITIONS

- 1.1. Under the present Contract, the terms below shall have the following meaning:
- a) Services Supply Contract the legal document that represents the willful agreement of the two parties, entered between a Contracting Authority, acting as the Beneficiary, and a service provider, acting as the Performer;
- b) Beneficiary and Performer the contracting parties, as denominated in the present Contract;
- c) Employer of Final Client (End User) the owner of the Beneficiary's Project, S.A. APA CANAL CHISINAU;
- d) Contract no. 8282-IFT-44027/272 main contract of Chisinau Project signed by the Employer S.A. APA CANAL CHISINAU and by the Beneficiary for the "Rehabilitation of Waste Water Treatment Plant and New Sludge Treatment Facilities".
- e) Services the activities whose performance is the scope of the present Contract, consisting mainly in the review, adaptation, certification and follow up to obtain from the competent Authorities the Verification approval required in accordance with the national standards and legislation in force in Moldova;
- f) Contract Price the price that the Beneficiary is to be pay to the Performer, according to the Contract, for full and appropriate completion of all the obligations assumed by the Performer under the present Contract;
- g) Local norms and legislation / Standards national and international norms, regulations and standards, or similar, as applicable in Moldova, comprising but not limited at:
- Law no. 721 from 02.02.1996 for the quality in constructions;

ND TIEFBAU GMBH & CO.

- Law no. 163 from 09.07.2010 regarding the authorization of construction works execution;
- Government Decision no.361 from 25.06.1996, for the quality assurance in constructions;
- Government Decision no.936 from 16.08.2006 regarding the approval of the Regulation for technical expertise in constructions;
- International Standard ISO 9000.
- h) Force Majeure an event beyond the Parties' control, which is not due to the Parties' errors or fault, which could have not been foreseen at the contract signature date and which renders the Contract execution and completion impossible; such events are, without Ilmitation to: war, revolution, fire, flood or any other natural disasters, restrictions due to quarantine, embargo. An event that is similar to the above mentioned which renders the execution of the one of the Parties' obligations very expensive, without making it impossible, shall not be considered as force majeure.
- i) Intellectual Property means all rights resulting from intellectual activity whether capable of protections by statute, law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

ART, 2. - CONTRACT (Services Supply Contract)

- 2.1. The Contract Documentation consists of the present agreement and all of the following supplied by Beneficiary, including attached technical documentation, and all agreed subsequent addenda issued after this agreement. These form the Contract and all are as fully a part of the Contract, as if attached to this agreement or fully set forth herein.
- 2.2. The Contract shall constitute the entire agreement between the Parties with respect to the subject matter of this Contract and may not be modified, added to or rescinded except by a subsequent written notice signed by both Parties.

ART. 3. - SCOPE OF CONTRACT

- 3.1. The PERFORMER commits to adapt the Beneficiary's Design to the local norms and legislation applicable for Moldova, and also to provide professionally and with promptitude for the Beneficiary the necessary support during the design's elaboration, for Project Chisinau Contract no. 8282-IFT-44027/272 "Rehabilitation of Waste Water Treatment Plant and New Sludge Treatment Facilities".
- 3.2. The Performer's services will consist of the following:
- a. The review and the adaptation of the Detailed design drawings of the external networks (water supply, sewerage, heating and gas) to the local norms and legislation, in order to be approved by the relevant state institutions in Moldova, that includes at maximum elaboration of the i) explanatory notes; ii) construction organization plan related to adapted design compartments iii) small and not

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- essential design drawings adjustment to comply with the local norms and regulations; and iv) printing of design drawings packages;
- Providing the necessary support in approval and coordinating between all relevant state institutions and utility companies the approval of the Beneficiary's Design;
- c. Providing the verification and approval of the Detailed Design by the certified verifiers, including the preparation of the recommendations on how to implement the required changes in the Design, and including the implementation of unessential changes in the Design and that will not change the design concept.
- d. For any discrepancies with the main contract or in the case of non-approval by the Final Client, the Performer shall bring any corrections / completions on his expense, according to the Final Client request within 10days of notification.
- 3.3. The Performer commits to print and to submit for approval the Detailed Design drawings in 1 (one) original and 3 (three) copies and to prepare it in accordance with the Volume 3.i i Section 1 "General Technical Specifications Design Works" of Contract no. 8282-IFT-44027/272;
- 3.4. The Performer shall execute and finalize the scope of the present Contract in accordance with the legal provisions, norms and standards in force in Moldova and in compliance with the present Contract provisions.
- 3.5. The Performer declares that will ensure availability of all certifications and licenses for all the activities included in the scope of the present Contract. The Performer is the Owner of the License no. 055985 obtained for the domains of design activities in accordance to the annex to the license, issued in accordance with the Moldavian legislation.
- 3.6. The Performer's Services will not include translation of the drawings, explanatory notes and calculations.
- 3.7 The Performer is responsible to make sure that the design is in compliance with the legislation in Moldova, while the Beneficiary remain responsible for the compliance with the Contract no. 8282-IFT-44027/272.

ART. 4. - CONTRACTUAL DOCUMENTATION

- 4.1. The following documentation form part of this services supply contract in the order of precedence as follows:
 - Services Supply Contract no. 5 / 07.09.2018;
 - Annex 1 Volume 3.I I Section 1 "General Technical Specifications Design Works" of Contract no.
 8282-IFT-44027/272;
 - Annex 2 Price Offer of the Performer.

ART. 5. - PROPERTY RESERVATION

5.1. All documents supplied by Beneficiary to Performer shall remain the sole property of Beneficiary.

The Performer has no right to use or transmit any part or the whole of these documents to any third party, or to use them for his own operation except where required for the execution of this accentract, e.g. relevant state institutions.

HOCH - UND TIEFBAU GMBH & CO»

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- 5.2. The Performer warrants that it has all right and authority necessary to confer clear title and ownership to the Beneficiary in accordance with this Contract.
- 5.3 All documents supplied by Performer according to the scope of the contract shall remain the sole property of Beneficiary.

ART. 6. - COMPLETENESS

- 6.1. The Performer has read and evaluated all herein listed contract documentation; he confirms that he has included in his price all the costs and risks and consequently he will not issue any claim for additional costs to the contract amount except the case when the Beneficiary receives for the same reason a contract extension by the Employer, or the Beneficiary itself changes the scope of contract.
- 6.2. The Performer herewith confirms explicitly that he has the knowledge, experience and capability to execute the works he has to perform under and in conjunction with this contract.

ART. 7. - CONTRACT DURATION

- 7.1. The Contract comes into force at the date of its signature and shall remain valid until full completion of all the contractual obligations assumed by both Parties.
- 7.2. The date of completion by the Performer of whole scope of the contract is fixed in 75 days from the signature of the present Contract by both contractual Parties and after the submittal by the Beneficiary of the design documentation that is necessary for obtaining the verification and certification by the relevant state institutions.
- 7.3. The Performer shall make the necessary arrangements for contacting the relevant state institutions in order to obtain verified and certified the Design of the Beneficiary, in accordance with the legislation in force in Moldova.
- 7.4. An extension of the contract duration can be applied with the Parties' agreement, by means of an addendum to the present Contract signed by both Parties.

ART. 8 - CONTRACT PRICE AND TERMS OF PAYMENT

8.1. The price of the services included in the scope of the present Contract is 23.000 euro net. Such will be paid in Moldovan currency at the national Bank rate of conversion from Euro at the date of accounting calculation.

8.2. The price is fixed and firm excluding VAT, and it includes all the PERFORMER's direct and indirect costs and expenses related to the Contract execution (design review and adaptation, polinting of the Design in 3 copies, computer with AUTOCAD, transport, telephone expenses, accommodation, etc.).

- 8.3. The contract price shall not include translation of the drawings, explanatory notes and calculations, as well as the direct costs for obtaining approvals and coordination by all relevant organizations and utility institutions and for Author Supervision services by the Performer certified specialists
- 8.4. The Contract Price will be invoiced and paid by bank transfer, in MDL. The payment shall be made based on the PERFORMER'S invoice issued after the Design verification and certification by the relevant state institution, in maximum 15 days after receipt of the invoice by the Beneficiary.
- **8.5.** The Contractor shall be entitled to retain payment if the Performer has not fulfilled his obligations under this Supply Services Contract.
- 8.6. An advance payment of 15% of the contract amount is to be paid by the Beneficiary within 15 days from contract signing date and presentation of an invoice
- 8.7. All the other payments shall be done at completion of the activities forming part of the present Scope of Work

ART. 9. - OBLIGATIONS OF THE PARTIES

9.1. PERFORMER'S OBLIGATIONS

- a. The Performer shall provide the services with the professionalism and Inside the timing required by the assumed commitment, and in accordance with the present Contract and it Annexes.
- b. The Performer shall be legally liable for any damages caused to the Beneficiary which are imputable to him. Thus, the Performer shall be responsible for executing the scope of the present contract within the established time and budget limits.
- c. The Performer shall comply with the legislation in force concerning both health and safety of the personnel involved in the execution of the Contract, as well as the environmental protection.
- d. The Performer commits to keep confidential both the works and the information obtained during the development of the present Contract, as well as after its completion. The confidential information are those data, information and documents obtained as a result of executing the present contract, or incidentally, and which may prejudice the other Party if disclosed to third parties. Without limitation, the data, Information and documents related to the following aspects are deemed to be confidential: the Beneficiary's financial situation, his business and clients, his cost prices, production processes, commercial strategy, the results of his research/ design activity, licenses/ patents, know-how.

9.2. BENEFICIARY'S OBLIGATIONS

- a. The Beneficiary has the obligation to make the payments according to the contractual terms and conditions.
- b. The Beneficiary has the obligation to provide to the Performer the available technical information and the Design documentation that is necessary for obtaining the verification and certification by the relevant state institutions.

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ART. 10. - LIQUIDATED DAMAGES

- 10.1. In case, by his exclusive fault, the Performer fails to fulfil the assumed obligations, the Beneficiary shall have the right to deduct from the contract price, as penalties, an amount equivalent to a percentage of 0.1% per delay day. The total amount of the requested penalties shall not exceed the value of the invoice that penalties are applied for and is limited to 10% of total contract amount.
- 10.2. In case the Performer fails and repeatedly breaches his contractual obligations, the Beneficiary shall be cumulatively entitled to:
- a. Postpone the payment of the due amounts until the Performer fulfils all pending contractual obligations;
- b. To unilateral termination of the Contract.

ART.11 - CONFIDENTIALITY

- 11.1. All specifications, plans, drawings, blueprints, materials, samples and other information or articles furnished at any time in connection with this Contract, handed over by the Beneficiary to the Performer, are confidential. Such information and articles shall be used solely to complete the Contract hereby constituted or any other Contract between the Beneficiary and the Performer, and shall remain the property of the Beneficiary, and to be returned to the Beneficiary on demand, if not otherwise required by law.
- 11.2. The Parties will keep confidential any information (whether written or oral) of a nature (including software and manuals) obtained under the Contract and will not, without the written consent of the other Party, disclose that information to any person (other than their employees or professional advisers), excepting the Supervisor, Final Client, Beneficiary's specialists and subcontractors.
- 11.3. This provision will not apply to:
- (a) any information which has been published other than through a breach of the Contract;
- (b) information lawfully in the possession of the recipient before the disclosure under the Contract took place;
- (c) information obtained from a third party who is free to disclose it; and
- (d) Information which a party is requested to disclose and, if it did not, could be required by to do so by law.

ART. 12. GUARANTEE

12.1. The Performer guarantees that his activities shall be carried out following all the Legislation and Standards in force in Moldova and the good Engineering practice.

ART. 13. - FORCE MAJEURE



13.1. Each Party shall be excused from performance directly caused by circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers.

ART. 14. - CONTRACT MODIFICATIONS

14.1. The present Contract can be modified or amended only by way of an addendum signed by both Parties.

14.2. The addresses and contact persons representing the Parties relating to this Contract are the following:

BENEFICIARY

Reprezentanta Ludwig Pfieffer Hoch und Tiefabu GmbH & Co

Address: Lunca Bicului no 24, MD-2023, Chisinau, Moldova

Contact Person: Robert Radu

Mobile: +37360480088

E-mail: robert.radu@ludwigpfeiffer.com

Contact Person: Victoria Pogor

Mobile: +37360962971

E-mail: office.chislnau@ludwigpfeiffer.com

PERFORMER

SIGMA ENGINEERING SRL

Address: Alba Iulia Street, no. 101, Chisinau, Moldova

Contact Person: Vitalie Titei Phone: +373 69 665 664

E-mail: vitalie.titei@sigma.md

www.sigma.md

All notifications, communications and, in particular, service applications related to this Contract shall be made in writing, in English language, and shall be delivered to the above mentioned addresses by mail, fax or email with receipt confirmation.

ART. 15 - CONTRACT TERMINATION

15.1. The present contract terminates:

a. Upon expiry of the contractual period, until full completion of all the contractual obligations assumed by both Parties.

b. By wilful agreement of the Parties, expressed in a written document.

c. In all the other situation stipulated by the applicable laws.

Reprezentanța permanentă 3 **LUDWIG PFEIFFER HOCH - UND TIEL BAU GMBH & CO» C/F 44638023 15.2. The Beneficiary may unilaterally terminate the Contract upon written notice to Performer at any time if the Performer:

a. Materially breaches any term of the Contract and, where capable of remedy, such failure or breach is not started to be remedied within seven (7) days of Beneficiary's notice to do so;

b. Files a petition in bankruptcy, becomes insolvent, or dissolves; or

c. Assigns or attempts to assign the Contract to a third party without written consent of the Beneficiary. The cancellation or termination of the Purchasing Order shall not affect any obligation of the Parties incurred

before the termination date.

In such case, the Performer commits to provide the Beneficiary with an updated status report of the works and with all the documents received or prepared as part of the Performer's activity, and the Beneficiary commits to pay all of the Performer's services to date.

ART. 16. - APPLICABLE LAW

17.1. The present Contract is governed and conceived in accordance with Moldovan law.

ART. 17. - LITIGATIONS

17.1. In case of litigations during the execution of the present Contract, the Parties shall attempt to solve any controversial amicably. If an amicable solution is not possible, the controversial shall be addressed to the competent courts for resolution according to the Law in force.

ART. 18. - SEVERABILITY CLAUSE

18.1. If any of the terms of this Agreement is invalid, unenforceable or illegal, in part or in full, all the other terms will remain unchanged, in such instance the Parties shall meet as soon as possible and shall agree, in good faith, on the closest legal clause serving the purpose of the Contract and which makes legal sense. It is assumed that any missing or invalid provision shall be deemed to be replaced with one that achieves valid commercial purpose.

ART. 19 - ASSIGNMENT / DELEGATION

19.1. The Performer shall neither assign any right or interest in this Contract, nor delegate any obligation owed by it hereunder without the prior written consent of Beneficiary. Any attempted assignment or delegation absent Beneficiary's consent shall be wholly void and totally ineffective for all purposes.

ART. 20 - WAIVER

20.1. Non-exertion or delayed exertion of any rights, powers or privilege of one of the Parties, resulting from this Contract, shall not be deemed or interpreted as derogation or cessation of their exertion.

ART. 21. - FINAL PROVISIONS

«LUDWIG PREIFFER
HOCH - UND TIEFBAU GMBH & CO»

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- 21.1. The Parties declare that all the terms contained in this Contract have been subject of direct negotiation, being understood as such, the Contract in this signed form and this content being the result of such negotiations and real will of the Parties.
- 21.2. This Contract shall enter into force for the benefit and sole obligation of its Parties and the Parties cannot transfer their rights and obligations to other physical or legal persons.

Two (2) copies of this Contract were signed and sealed by the representatives of the Parties in English language. Each Party received an original copy.

Signed, on the date of 17/12/2019

BENEFICIARY,

Ludwig Pfieffer CmbHenta

reprezentanța permanentă

*LUDWIG PFEIFFER

ENGINEERING

Ciprian Neag C/F4463802

Regional Manager

PERFORMER,

SIGMA ENGINEERING

Mr. Vitalie Titei

General Manag

The below listed annex forms integral part of the present Contract:

- Annex 1 Volume 3.i i Section 1 "General Technical Specifications Design Works" of Contract no. 8282-IFT-44027/272;
- Annex 2 Price Offer of the Performer.

ADDENDUM NO. 1 DATED ON 01.07.2020 TO THE SERVICES SUPPLY CONTRACT NO. 22 / 18.12.2019

The present Addendum, hereinafter called "Addendum", is closed between and by the following Parties, hereinafter called collectively "The Parties":

Reprezentanta Permanenta Ludwig Pfeiffer Hoch und Tiefbau GmbH & Co, with headquarters in 24 Lunca Bicului street, Chisinau, Moldova, fiscal code: 44638023, account no. MD54MO2251ASV38870307100, opened at MOBIASBANCA – OTP Group SA, dully represented by Ciprian Neag, as Regional Manager, from hereinafter referred as the BENEFICIARY

and

SIGMA ENGINEERING SRL, with the headquarters in Alba Iulia Street, no. 101, Chisinau, Moldova, registered under the no. 101760002869, account number MD58AG000000022513182916, opened at Moldova Agroindbank, subsidiary Chisinau-Centru, dully represented by Mr. Vitalie Titei, as Director, from hereinafter referred as the PERFORMER.

The Parties have met and in accordance with the Article 14.1. of the Contract no. 22 / 18.12.2019 (hereinafter called the Initial Contract) they mutually agreed the following:

ART. 1. - SCOPE OF CONTRACT

- 1.1. Additionally to the scope of the Initial Contract, the Performer commits to elaborate additional detailed design drawings of external heating networks to buildings no. 223 and no. 224 and provide the Author supervision (monitoring) services and the technical assistance as Designer during the works execution of the Project "Rehabilitation of Waste Water Treatment Plant and New Sludge Treatment Facilities in Chisinau" (Contract no. 8282-IFT-44027/272).
- 1.2. The Performer's services will consist of:
 - 1) elaboration of additional detailed design of external heating networks to buildings no. 223 and no. 224 as follows:
 - Elaboration of the Detailed design drawings of the external heating networks in accordance to the local norms and legislation, in order to be approved by the relevant state institutions in Moldova;
 - Providing the necessary support in approval and coordinating between all relevant state institutions and utility companies the approval of the Beneficiary's Design;
 - Providing the verification and approval of the Detailed Design by the certified verifiers, including the implementation of changes in the Design and that will not change the design concept.

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Reprezentanţa permanentă 3
«LUDWIG PFEIFFER
HOOA - UND TIEFBAU GMBH & CO»
C/F 44638023

- 2) author supervision (monitoring) services and the technical assistance as Designer supplied by the Performer consisting of following activities:
 - Monitoring of the implementation on Site of the solutions adopted in the approved Design, in accordance with the technical regulations in force and in accordance with the best existent execution technologies;
 - Provide recommendations for repair of the defects occurred during execution of the works, and monitoring of such solutions' appliance on Site;
 - Provide solutions for solving the non-conformities and inconsistencies reported by certified verifiers or by the Beneficiary for the designed technical solutions, if required;
 - Participation to all the determinant phases established together with the Agency for the Technical Supervision, in accordance with the quality control plan for the works execution;
 - Participation to partial taking over of the works, to the taking over of completion of the works, to final taking over, to the commissioning stage for each work included in the design and to elaborate his point of view on the works performance methods;
 - Elaboration of the technical solutions by site instructions, during the execution of the works, in the case of modification of the initially established solutions in the design and the followup of their implementation.
- The Performer shall execute and finalize the scope of the present Addendum in accordance with the legal provisions, norms and standards in force in Moldova and in compliance with the Initial Contract and present Addendum provisions.

ART. 2. - DURATION

- The Addendum comes into force at the date of its signature, and it shall remain valid up to the completion of Construction Works, estimated up to 31.10.2020.
- 2.2. The additional detailed design of external heating networks to buildings no. 223 and no. 224 shall be delivered in 10 days from the date of signature of this addendum and submission by the Beneficiary of the signed Design task for heating networks.
- 2.3. The author supervision (monitoring) services and the technical assistance as Designer shall be supplied by the Performer with a regular periodicity, upon the Beneficiary request, and whenever the Performer's presence on Site is required, but not more than 2 days a week, starting from July 1st 2020 up to the completion of construction works or estimated expiry date of this addendum.

ART. 3 - CONTRACT PRICE

- For the performance of the services included in the scope of the present Addendum, the Performer 3.1. shall be entitled to receive:
 - 1) For elaboration of additional detailed design of external heating networks to buildings no. 223 and no. 224 a lump sum amount of 2500 euro net,
 - 2) For author supervision (monitoring) services and the technical assistance as

Reprezentanta permagnata monthly price of 1000 euro net, based on the invoice issued by the Performance «LUDWIG PFEIFFER 106H - UND TIEFBAU GMBH & CO» C/F 44638023

«SIGMA a bigheering at the beginning of each month for the services of the previous month. The value of the invoice will be in MDL calculated based on the National Bank of Moldova exchange rate at the invoice date.

3.2. The invoice shall be paid in 10 days after the Beneficiary receives the invoice.

All other terms and conditions of the Initial Contract shall remain unchanged and in full effect between Parties.

Two (2) copies of the present Addendum were signed and sealed by the representatives of the Parties. Each Party received an original copy.

Signed, on the date of 01.07.2020

BENEFICIARY,

Reprezentanta Permanenta Ludwig Pfeiffer Hoch und Tiefbau GmbH & Co

Mr. Ciprian Neag

Reprezentanța permanentă

«LUDWIG PFEIFFER

Regional Manage OCH - UND TIEFBAU GMBH & CO»

C/F 44638023

PERFORMER,

SIGMA ENGINEERING SREAMS

Mr. Vitalie Titei

Director

SIGMA

SI

ADDENDUM 02/18.01.2021 TO

THE SERVICES SUPPLY CONTRACT NO. 22/18.12.2019

The present Addendum, hereinafter called "Addendum", is closed between and by the following Parties, hereinafter called collectively "The Parties":

Reprezentanta Permanenta Ludwig Pfeiffer Hoch und Tiefbau GmbH & Co, with headquarters in 24 Lunca Bicului Street, Chisinau, Moldova, fiscal code: 44638023, account no. MD54 MO22 51AS V388 7030 7100, opened at Mobiasbanca OTP Group SA, dully represented by Ciprian Neag, as Regional Manager, from hereinafter referred as the BENEFICIARY

and

➤ SIGMA ENGINEERING SRL, with the headquarters in Alba Iulia Street, no. 101, Chisinau, Moldova, registered under the no. 101760002869, account number MD58AG000000022513182916, opened at Moldova Agroindbank, subsidiary Chisinau-Centru, dully represented by Mr. Vitalie Titei, as Director, from hereinafter referred as the PERFORMER.

The Parties have willingly agreed to sign the present Addendum, under the following conditions:

- Art. 1 For the following period 18.01.2021 15.02.2021, the Scope and the Price of the Contract shall be completed with the design theme for redesigning thermal networks (Tema de proiectare pentru reproiectarea retelelor termice), for 2300 euro, in accordance with the Annex 1 and 2 of the present addendum.
- Art. 2 For the present Addendum, regarding the design theme for redesigning thermal networks shall prevail Romanian language and all documentation shall be drawn in Romanian language.
- Art. 3 The present Addendum and the Annexes shall come into force starting with 18.01.2021 and duly completes the Services Contract no. 22/18.12.2019, the rest of the clauses shall remain unchanged.

Art. 4 This Addendum and the Annexes has been concluded and signed, at distance, by both counterparts one for each contracting party.

BENEFICIARY

Reprezentanta Permanenta Ludwig Pfeiffer Hoch und Tiefbau GmbH & Co

Representanta permanentă
«LUDIVIG PFEIFFER
HOCH - UND TIEFBAU GMBH & CO»
C/F 44638023

PERFORMER

SIGMA ENGINEER

Annex 1

Tema de proiectare pentru reproiectarea rețelelor termice

- De elaborat modificarea proiectului anterior al rețelelor termice, luînd în considerare majorarea sarcinii termice pentru poz.465 din planul general, până la Q=3000 kW;
- Trasarea conductelor proiectate anterior rămâne neschimbata;
- Conductele vor fi pozate fără canale din beton şi doar la necesitate în canale;
- Conductele se vor prevede preizolate, confecționate la uzină, cu izolare de poliuretan și membrană din polietilenă;
- Proiectul se va elabora în corespundere cu normativele în vigoare în RM.

Reprezantanta Permanenta Ludwig Pfeiffer Hoch und Tiefbau GmbH & Co	Sigma Engineering S.R.L.
Nume, Prenume:	Nume, Prenume: Titel Vitalia atoma
Semnatura:	Semnatura:
Data:	Data: 17.12.2020

BENEFICIARY

Reprezentanta Permanenta Ludwig
Pfeiffer Hoch und Tiefbau GmbH & Co

Reprezentanța permanentă 3 «LUDWIG PFEIFFER HOCH - UND TIEFBAU GMBH & CO» C/F 44638023 PERFORMER

SIGMA ENGINEERING

Annex 2

No.	Name	U.M.	Unit price EUR	Quantity	Total EUR
	Project de exec	uție (Detailed Design)		
1 Heating no	etwork (between 540 and 465)	lump sum	2,300.00	1.00	2,300.00
	TOTAL (FEEL TV	A / without VAT)			2,300,00

Director

SIGMA ENGINEERING S.R.L.

Data: 17.12.20120

BENEFICIARY

Reprezentanta Permanenta Ludwig Pfeiffer Hoch und Tiefbau GmbH & Co

> Reprezentanța permanentă 3 HOCH - UND TIEFBAU GMBH & CO» C/F 44638023

PERFORMER

SIGMA ENGINEER

VERIFICAT JURIDIC Liliana Sâmboteanu Data 18 pl. 21 king

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ACT DE INDEPLINIRE A SERVICIILOR № EAA001877145 din 21.02.2020

Prezentul act de executare a lucrărilor este întocmit între Sigma Engineering SRL numit în continuare EXECUTOR și R.P.LUDWIG PFEIFFER HOCK-UND TIEFBAU GMBH &CO, numit în continuare BENEFICIAR.

Executorul a îndeplinit calitativ și la timp următoarele lucrări:

Nr.	Denumirea Serviciului	Unit.	Cantitate	Pret (lei)	Suma (lei)
	Servicii de proiectare conf. contract. nr 22 din 18/12/19 curs BNM din 21.02.2020(plata avans 15%)	serv	1.000	66193.43	66193.43
				TOTAL	66193.43
				TVA	0.00

Total (Inclusiv TVA) 66193.43

Beneficiarul a primit lucrările menționate mai sus.

Suma de executare a lucrurilor constituie: 66193.43 Lei Saizeci si sase mil una suta nouazeci si trei lei 43 bani

Serviciile sus menționate au fost prestate în volum deplin și la timp. Beneficiarul nu are pretenții la volumul, calitatea și termenul de efectuare a serviciilor sus menționate.

EXECUTOR

Sigma Engineering SRL

mun.Chisinau, str.Alba-Iulia 101, ap.55, MD-2071

1017600028690

0508403

MD58AG000000022513182916

(semnatura

BC MOLDOVA-AGROINDBANK S.A. suc. Chisinau-

Centru

AGRNMD2X723

BENEFICIAR

R.P.LUDWIG PFEIFFER HOCK-UND TIEFBAU GMBH

&CO

Or.Chisinau, str. Lunca Bicului 24

44638023

MD54MO2251ASV38870307100

MOBIASBANCA-OTP Group SA

MOBBMD22

zentanta permanentă

(semnatura) FEIFFER
CHAND TIEFBAU GMBH & Co»

C/F 44638023



ACT DE INDEPLINIRE A SERVICIILOR № AAI3987263 din 09.09.2020

Prezentul act de executare a lucrărilor este întocmit între Sigma Engineering SRL numit în continuare EXECUTOR si R.P.LUDWIG PFEIFFER HOCK-UND TIEFBAU GMBH &CO, numit în continuare BENEFICIAR.

Executorul a îndeplinit calitativ și la timp următoarele lucrări:

Nr.	Denumirea Serviciului	Unit.	Cantitate	Pret (lei)	Suma (lei)
1	Servicii de proiectare supraveghere/ august 2020,conf contr .nr 22/18.12.2019	serv	1.000	19605,30	19605.30
				TOTAL	19605.30
				TVA	0.00

Total (Inclusiv TVA) 19605.30

Beneficiarul a primit lucrările menționate mai sus.

Nouasprezece mii sase sute si cinci lei 30 bani Suma de executare a lucrurilor constituie: 19605.30 Lei

Serviciile sus menționate au fost prestate în volum deplin și la timp. Beneficiarul nu are pretenții la volumul, calitatea și termenul de efectuare a serviciilor sus menţionate.

EXECUTOR

Sigma Engineering SRL

mun. Chisinau, str. Alba-Iulia 101, ap. 55, MD-2071

1017600028690

0508403

MD58AG000000022513182916

(semnatura)

BC MOLDOVA-AGROINDBANK S.A. suc. Chisinau-

Centru

AGRNMD2X723

BENEFICIAR

R.P.LUDWIG PFEIFFER HOCK-UND TIEFBAU GMBH

&CO

Or.Chisinau, str. Lunca Bicului 24

44638023

MD54MO2251ASV38870307100

MOBIASBANCA-OTP Group SA

MOBBMD22

permanentă Reprezentanța PREIFFER «LUDWIG

QAU GMBH & Co» HOCH-UND THE 638023

(sennatura)



ACT DE INDEPLINIRE A SERVICIILOR № AAI3987265 din 05.10.2020

Prezentul act de executare a lucrărilor este întocmit între Sigma Engineering SRL numit în continuare EXECUTOR și R.P.LUDWIG PFEIFFER HOCK-UND TIEFBAU GMBH &CO, numit în continuare BENEFICIAR.

Executorul a îndeplinit calitativ și la timp următoarele lucrări:

Nr.	Denumirea Serviciului	Unit.	Cantitate	Pret (lei)	Suma (lei)
1	Servicii de proiectare supraveghere/ conf contr .nr 22/18.12.2019	serv	1.000	45598.42	45598.42
				TOTAL	45598.42
				TVA	0.00

Total (Inclusiv TVA) 45598.42

Beneficiarul a primit lucrările menționate mai sus.

Suma de executare a lucrurilor constituie: 45598.42 Lei Patruzeci si cinci mii cinci sute nouazeci si opt lei 42 bani

Serviciile sus menționate au fost prestate în volum deplin și la timp. Beneficiarul nu are pretenții la volumul, calitatea și termenul de efectuare a serviciilor sus menționate.

EXECUTOR

Sigma Engineering SRL

mun.Chisinau, str.Alba-Iulia 101, ap.55, MD-2071

1017600028690

0508403

MD58AG000000022513182916

(semnatura)

BC MOLDOVA-AGROINDBANK S.A. suc. Chisinau-

Centru

AGRNMD2X723

BENEFICIAR

R.P.LUDWIG PFEIFFER HOCK-UND TIEFBAU GMBH

&CO

Or.Chisinau,str.Lunca Bicului 24

44638023

MD54MO2251ASV38870307100

MOBIASBANCA-OTP Group SA

MOBBMD22

Reprezentanta permanentă

«LUDYING PFEIFFER HOCH-UND TIEFBAU GMBH & Co»

(semadolad)023

CES

1 SCOPE OF SERVICES

- 1.1 The Sub-Consultant shall be assigned by CES for the project "Water Supply and Sanitation in Moldova Center" hereinafter referred to as the "Project" in the Republic of Moldova.
 - The scope of the services to be performed by the Sub-Consultant is determined in the annexed Scope of Works (Annex 1), in accordance to the requirements of the Terms of Reference (Annex 2) and the Technical Proposal (Annex 3).
- 1.2 The Sub-Consultant shall exercise reasonable skill, care and diligence in the performance of its obligations under the Sub-Consultancy Agreement.
- 1.3 The Sub-Consultant decides upon the way and the extent of his services in the frame of the mentioned scope of works and delivers his services with skill and care and in due time. The services will be carried out by the Sub-Consultant with qualified staff (hereinafter referred to as "Experts") in the project area in the Republic of Moldova. The Sub-Consultant is subject to the Project Director of CES, Mr. Ralf Meyerhoff, and the Coordinator of Design Services, Mr. Gabriel Racoviteanu.
- 1.4 During the term of this Agreement, the Sub-Consultant and his Experts shall practice abstention from any interference in the internal affairs of the country of assignment, particularly in the areas of politics, religion, customs and traditions. The Sub-Consultant and his Experts will comply with CES' Code of Conduct (Annex 4).
- 1.5 During the term of this Agreement, the Sub-Consultant and his Experts will not conduct any additional activity which influences his performance negatively or is in contrary interest to the project activities.
- 1.6 In respect to the provisions of the Service Agreement which are incorporated into this Agreement, the Sub-Consultant shall accept the same responsibilities, obligations and liabilities towards the Consultant as the Consultant accepts towards the Client in respect of the Sub-Consultancy Services.
- 1.7 The Sub-Consultant shall not, without the prior written consent of the Consultant, sub-contract the performance of any of the Sub-Consultancy Services. Any sub-contract made by the Sub-Consultant with the consent of the Consultant shall not subsequently be modified without the prior written consent of the Consultant.
- 1.8 No consent by the Consultant to any sub-contract and no sub-contracting by the Sub-Consultant shall in any way relieve the Sub-Consultant from any liability or obligation under or in connection with this Agreement.
- 1.9 Any alterations or additions to the Services to be carried out under the Services Agreement shall be made only with the consent or on the instructions of CES in accordance with the Services Agreement.
- 1.10 The Sub-Consultant is responsible to equip his Experts with the necessary hardware (laptop and accessories) and licensed software for the execution of his services. Local transportation shall be arranged by the Sub-Consultant. The Sub-Consultant bears the related costs.

2 REMUNERATION

2 Service Agreement CES-SIGMA final 20201029.dc

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2.1 For the services to be performed by the Sub-Consultant as per clause 1 a lump sum of

up to EUR 152,750.00

(in words: one hundred fifty-two thousand seven hundred fifty Euro)

shall be paid upon an invoice submitted by the Sub-Consultant according to the statement of costs in Annex 5 and the payment schedule attached hereto as Annex 6.

- 2.2 This fee covers the payment of all the services provided by the Sub-Consultant and his Experts for the said assignment.
- 2.3 Taxes on this fee and other public duties as well as any insurance premium (for health, accident, etc.), payable in the countries of assignment or in the home country of the Sub-Consultant and his Experts shall be paid by the Sub-Consultant and/or his Experts. CES and its Sub-Consultants are exempted from payment of VAT for services rendered for the Project in the Republic of Moldova.

3 REIMBURSEMENT OF EXPENSES/PAYMENT

- 3.1 The Sub-Consultant will issue his invoices only after approval of the deliverables by the coordinator of the design. Invoices submitted without approval by the coordinator of the design will not be considered.
- 3.2 All payments shall be effected in EUR on the bank account of the Sub-Consultant with IBAN MD42AG000000022514113046 at the Bank "Moldova Agroindbank" S.A., Subsidiary Chisinau Centru, SWIFT AGRNMD2X, with correspondent bank Landesbank Baden-Wurttemberg Stuttgart, Germany, SWIFT SOLADEST, within 30 days after receipt of the corresponding invoices.
- 3.3 If the Sub-consultant does not fulfill his tasks or performs his services late or defective under the conditions provided by this contract, CES has the right to deduct an amount equivalent of 0.1% per day of the agreed fee until proper fulfillment of the assumed obligations will be achieved. Deadlines are according to the Schedule of Deliverables as per Annex 3).

4 COPYRIGHT, SECRECY

- 4.1 The Sub-Consultant and his Experts are obliged to maintain silence on all matters and data made known to him in connection with the services during the duration of this Agreement and beyond.
- 4.2 The Sub-Consultant is obliged to carefully save all documents made available to him in connection with the services, to protect them from inspection by unauthorized third parties and to return them to CES upon request but, at the latest, upon conclusion of the duration of this Agreement.
- 4.3 The Sub-Consultant irrevocably grants to CES an unrestricted, transferrable, licensable, and exclusive

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right of use and exploitation of his services performed in accordance with clause 1.1 and all documents prepared (studies, reports and pertinent data, photos, diagrams plans, statistics, etc.) as well as software (including the respective source codes) produced or adapted under this agreement. This right is unlimited with respect to time and place of use. Such transfer includes the right to adapt any transferred rights.

All documents produced by the Sub-Consultant in the frame of this Agreement become property of CES. The Sub-Consultant waives the exercise of any relevant copyrights. The Sub-Consultant is not entitled to exercise a right of retention with respect to these materials.

5 DURATION OF THE AGREEMENT

- 5.1 The Sub-Consultant shall commence his services within 7 days after signing of this Agreement by both Parties.
- 5.2 The Sub-Consultant's services shall be concluded presumably after 12 months for the design and tendering of the main works (split into 6.0 months' design phase and 6 months' tendering of works) upon completion of the scope of services in accordance with clause 1.1, provided that the initial data for design (topographical and geotechnical surveys, detailed design drawings to be adapted and other relevant data) will be submitted in reasonable terms..
- 5.3 Should the Project request a prolongation of the Sub-Consultant's services, this Agreement will be extended in mutual agreement.

6 TERMINATION OF THE AGREEMENT

- 6.1 CES has the right to terminate this Agreement for important reasons with immediate effect. Such important reasons are e.g.
 - the premature termination of the Consultancy Contract or of individual assignments by the Client;
 - political reasons or crises preventing the Sub-Consultant from continuing his services;
 - the non-approval or the withdrawal of the Client's approval for the Sub-Consultant's Experts' assignments;
 - evidence that the Sub-Consultant does not have the necessary technical qualification to perform his services;
 - non-compliance with CES' Code of Conduct;
 - gross misconduct;
 - non-availability of the Sub-Consultant's Experts.
- 6.2 In the event of any breach by the Sub-Consultant of its Obligations under this Agreement, which the Sub-Consultant shall fail to remedy within seven (7) days after receiving notice from CES specifying the breach and requiring its remedy, then CES may at any time thereafter terminate this Agreement forthwith by notice to the Sub-Consultant.

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- 6.3 In the event of any breach by CES of its Obligations under this Agreement, which CES shall fail to remedy within seven (7) days after receiving notice from Sub-Consultant specifying the breach and requiring its remedy, then Sub-Consultant may at any time thereafter terminate this Agreement forthwith by notice to CES.
- 6.4 If circumstances arise for which the Sub-Consultant is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with the Agreement, he shall promptly dispatch a notice to CES in writing.
- 6.5 CES reserves the right to hold the Sub-Consultant liable for all other related expenses incurred in connection with the premature termination of this Service Agreement.
- 6.6 In case of a termination, only the services already executed and accepted will be compensated.
- 6.7 A termination of this Agreement must be made in writing.

7 LIABILITY

7.1 The Sub-Consultant shall be liable to CES for any defects arising as a result of the provision of the Services.

8 GOVERNING LAW AND PLACE OF JURISDICTION

- 8.1 This Agreement shall be governed by German law.
- 8.2 The place of jurisdiction is Braunschweig (Germany).

9 MISCELLANEOUS

- 9.1 Modifications and/or amendments of this Agreement shall be in writing in order to be valid.
- 9.2 Should a provision of this Agreement not be valid, this shall not affect the validity of the other provisions. Both parties are obliged to replace the invalid provision as far as possible by another one of equal economic value.

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9.3 The Sub-Consultancy Agreement becomes valid after the awarding of the Consulting Contract to CES and with the beginning of the Expert's assignment.

This Sub-Consultancy Agreement is automatically terminated upon termination of the Consulting Contract with CES.

This Service Agreement ends after the completion of all mutual rights and duties.

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9.4 Any assignment of claims from this contractual relationship as well as any legal claim in case of CES being not awarded the Consulting Contract are excluded.

Braunschweig, 29.10.2020

Chisinau 03 11 2020

CES Consulting Engineers Salzgitter GmbH

SIGMA ENGINEERING S.R.L.

LDOVA

ENGINEERING

Dr.-Ing. Ralf Meyerhoff

(Managing Director)

Vitalie Titei

(Managing Director)

ANNEXES:

Annex 1: Scope of Work

Annex 2: Terms of Reference for the Consulting Contact between CES and the Client (ADR Centru)

Annex 3: Schedule of Deliverables and Technical Proposal (sent by e-mail dated 13.10.2020)

Annex 4: CES' Code of Conduct

Annex 5: Statement of Costs

Annex 6: Payment Schedule

Annex 1

Scope of Work

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Scope of Work

The Sub-Consultant will be responsible for the preparation of the design services for the Main Works such as described in the Terms of Reference (Annex 2) and the Technical Proposal (Annex 3) for the Employer's Contract with the Client ADR Centru dated July 21, 2020 consisting the following investment components (subject to the updated information in the inception phase):

Component 1 - Detailed Design - main transmission pipe Chisinau-Straseni-Calarasi

- Main transmission pipe Chisinau-Straseni-Calarasi ~ 54 km, including: 0
 - Transmission pipe;
 - Pressure monitoring points/ flow measurement points;
 - Valves / air release / empty chambers;
- Undercrossings / Overcrossings for roads, water courses and railroads;
- Adaptation of DD for drinking water pumping station on the main transmission pipe – 1 unit, including electrical supply:
- Adaptation of DD works within the premises of Straseni (Negresti) reservoirs, including electrical supply:
 - SCADA centre, including new building 1 unit;
 - New electrochlorination installation, including new building 1 unit;
 - Internal networks, including flow measurement points;
- Adaptation of DD works within the premises of Calarasi R3 reservoirs, including electrical supply:
 - SCADA centre, including new building 1 unit;
 - Replacement of pumps, internal hydraulic installation and electrical installation or R3 drinking water pumping station- 1 unit;
 - New electrochlorination installation, including new building 1 unit;
 - Internal networks, including flow measurement points;
- Adaptation of DD works within the premises of Calarasi R4 reservoirs, including electrical supply:
 - Booster pumping station -1 unit;
 - Internal networks, including flow measurement points;
- All other necessary works;

Component 2 - Detailed Design - streets and sites located in Straseni and **Calarasi Municipalities**

- o Connection for the 2x6.000 m³ Straseni (Negresti) reservoirs to the main transmission pipe ~ 1 km;
- o Secondary transmission mains in Calarasi town between the main transmission pipe to R4 and R3 reservoirs ~ 2 km;
- Component 3 Preliminary Design (PD) for 4 villages
 - o Secondary Transmission Pipes between the main transmission pipe and the proposed water facilities in each village;
 - Adaptation of PD for drinking water pumping station, pressure monitoring points/ flow measurement points and each corresponding electrical supply;

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- Adaptation of PD for water facilities (reservoirs, electrochlorination installations, internal networks, including flow measurement points, drinking water pumping stations);
- o Distribution networks;

Component 4 – Detailed Design for 2 of the 4 villages included in Component 3

- Secondary Transmission Pipes between the main transmission pipe and the proposed water facilities in each village
- Adaptation of DD for drinking water pumping station, pressure monitoring points/ flow measurement points and each corresponding electrical supply;
- Adaptation of DD for water facilities (reservoirs, electrochlorination installations, internal networks, including flow measurement points, drinking water pumping stations);
- Distribution networks;

PROJECT ACTIVITIES

The Sub-Consultant's will provide in due time (in line with the activity schedule included in the Technical Proposal in Annex 3, also separately shown in Annex 4) and according to national and international standards, under coordination of the Employer's designated personnel, namely Dr. Gabriel Racoviteanu, among others the following services and deliverables:

Input during all design phases:

- Close cooperation and participation in coordination meetings with the Employer and his Project Team in Moldova, ADR & PEA Working Group, KfW, Apa Canal Chisinau/ Straseni/ Calarasi, Municipalities, other Stakeholders;
- o Monitoring of Programme objectives and achievement of indicators;
- Preparation of brief monthly pogress reports;
- Input (detailed design documentation extracts) to regular (monthly, quarterly, annual) project reports to be prepared by the Employer;
- Review of relevant documents, studies, designs, drawings, other reports;
- o Site visits:
- Discussion of potentially required modifications, and realization of modifications;
- Update of flowchart of approvals/ permits / licences and provision of required documents, including provision of clarifications/support for the PEA in obtaining such approvals/ permits/ licenses for Components 1, 2 and 4;
- Provide support to the Employer in collection of up to date information and updating maps of the existing Water Supply systems in Călăraşi and Străşeni towns;
- Other Inception Tasks:
 - Stakeholder Analysis;
 - List of key-standards, laws & norms;
 - Analysis of OHS requirements, construction market and other tasks;
- o Input for the Inception Report to be prepared by the Employer's personnel;
- Participation in Workshops (Inception, Design, etc.);
- o Other needed activities;

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Deliverables

- o D1 Preliminary Designs for Component 3:
 - Data collection / updating on network & structures for the existing Water Supply systems, including preparation / updating of existing situation maps;
 - Preparation / updating proposed water supply systems maps, comprising the obtained cadastral maps and hydraullic modelling results;
 - Provision of support documents and assistance needed for the Beneficiary to obtain the required Urban Design Certificate(s);
 - Provide support in preparation, printing and submission of Preliminary Design Reports;
- o D2 Detailed Designs for Components 1, 2 and 4:
 - Activity D2.1 Development of Detailed Rehabilitation Concept for existing WS networks in Strășeni and Călărași
 - Data collection on network & structures etc;
 - Site investigations and discussion on priorities;
 - Activity D2.2 Development of Detailed Designs for Components
 1, 2 and 4
 - Input for final verification of assumptions, design criteria (e.g. agreement on pipe material), final MTP route and data update where required;
 - Site visits with focus on crossings, obstacles, other critical points;
 - Pipe routing, hydraulic modelling, dimensioning and layout of all structures;
 - Preparation of Documents for obtaining Permits/ Approvals, including provision of clarifications/support for the PEA in obtaining such approvals/ permits;
 - Preparation of Coordination Plans;
 - Structural Design of networks structures, including:
 - o concrete structures reinforcement;
 - o thrust blocks;
 - o foundations;
 - o shoring/ supporting of excavations, dewatering, backfilling;
 - Roads/ Railways/ water courses undercrossings/ overcrossings design;
 - Preparation of detailed design drawings for networks in accordance with Annex 5 – financial offer;
 - Adaptation of detailed design drawings for pump stations and chlorination unit in accordance with Annex 5 – financial offer;
 - Preparation of project description report (memoriu explicativ general) in accordance with the provisions of NCM 07.02-2012;
 - Preparation of BoQs, cost estimates with unit prices and in a format provided by the Employer;
 - Assistance in preparation of the Implementation Concept;
 - Provide support in preparation of Draft DD Reports;

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- Printing and submission of Detailed Design compartments, specified in the financial offer, to State Control for Design Checking Expertise, and payment of said services that will be fully reimbursed by the Employer;
- Preparation, printing and submission of the complete Final DD Package including compartments established by NCM 07.02-2012;
- Preparation, printing and submission of Documents for Obtaining Construction Authorizations, including provision of clarifications/ support for the PEA in obtaining the authorizations.
- D3 Tender Documents for Components 1, 2 and 4 in line with KfW Guidelines and Moldovan requirements (incl. ESHS requirements), following FIDIC Pink Book rules:

Activity D3.1

- Provide clarifications and consultancy during preparation of Pregualification Documents;
- Provide clarifications and consultancy during PQ submission period (assistance at clarifications);
- Provide clarifications and consultancy during Prequalification (Evaluation) upon request;

Activity D3.2

 Provide clarifications and consultancy during Bidding Period (assistance at site visits, clarifications, etc);

All written compartments of the Detailed Design will be prepared in Romanian Language. All drawings will be prepared in both Romanian and English language.

If mutually agreed upon, Sub-Consultant's services will be extended for the following stages of the project,

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Terms of Reference for the Consulting Contact between CES and the Client (ADR Centru)

(sent by e-mail dated 08.10.2020)

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Schedule of Deliverables and Technical Proposal (sent by e-mail dated 13.10.2020)

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Schedule of Deliverables

Name of report	Description	Internal Submis- sion Date (to CES)	Date of Submis- sion to ADR
Monthly reports	Technical and administra- tive progress	Every month	
Inception Report	Inception Report for all Components	01.11.2020	15.11.2020
Preliminary De- sign	Preliminary Design for 4 villages from the pri- ority list	01.12.2020	15.12.2020
Prequalification documents	Prequalification docu- ments following KfW standard	01.12.2020	15.12.2020
Detailed Design (Draft) FIDIC Pink Book	Detailed Design based on the agreed concept for Phase 1 Investment	01.02.2021	15.02.2021
Detailed Design (Final) FIDIC Pink Book	Revised Detailed Design for Phase 1 Investment	15.03.2021 2 weeks after receiving comments from KfW and PEA	31.03.2021 4 weeks after re- ceiving comments from KfW and PEA
Tender Docu- ments (Draft) FIDIC Pink Book	Tender Documents according to KfW Standard Bidding Documents based on FIDIC Pink Book for Phase 1, Investment	simultaneously with Detailed De- sign (Final) (see above)	simultaneously with Detailed De- sign (Final) (see above)
Tender Docu- ments (Final) FIDIC Pink Book	Revised Tender Docu- ments based on FIDIC Pink Book for Phase 1, Investment	30.04.2021 2 weeks after receiving comments from KfW and PEA	15.05.2021
Construction Permit		15.05.2021	15.05.2021

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Code of Conduct

(sent by e-mail dated 08.10.2020)

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Statement of Costs

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No.	Name	U.M.	Unit price EUR	Quantity	Total EUR			
Deta	Detailed design activities							
1	Detailed design of main transmission pipeline and secondary water pipelines to 2 towns and 2+2 villages including general layout, plans, profiles, detailed scheme, manholes, thrust blocks and specifications.	km	1,500.00	54.00	81,000.00			
2	Detailed design for distribution pipelines inside 2 towns and 2 villages, inluding preliminary design for 2 other villages including general layout, plans, profiles, detailed scheme, manholes, thrust blocks and specifications.	km	1,700.00	20.00	34,000.00			
Deta	iled design adaptation³ activities				1			
	Straseni Town							
3	Adaptation of Detailed Design of the desinfection facilities (Chlorination Plant) near Negresti reservoir including General Layout, Architecture, Structural, Hydromechanical, Electrical, Automation (with SCADA)	lump sum	3,500.00	1.00	3,500.00			
	Calarasi Town							
4	Adaptation of Detailed Design of the pumping station on the transmision main PS-1 (cca. 53 l/s) including General Layout, Architecture, Structural, Hydromechanical, Electrical (transformer station, electric grid length <50m, internal network), Automation (with SCADA)	lump sum	4,750.00	1.00	4,750.00			
5	Adaptation of Detailed Design of the pumps group R3-R4 (cca. 30 l/s) including General Layout, Architecture, Structural, Hydromechanical, Electrical (transformer station, electric grid length <50m, internal network), Automation (with SCADA)	lump sum	2,000.00	1.00	2,000.00			
6	Adaptation of Detailed Design of the desinfection facilities (Chlorination Plant) near R3 reservoir in Calarasi including General Layout, Architecture, Structural, Hydromechanical, Electrical, Automation (with SCADA)	lump sum	3,500.00	1.00	3,500.00			
	Electrical							
7	Electrical grid	lump sum	3,000.00	1.00	3,000.00			
Othe	r activities related to design				1			
1	Design approval and coordination with relevant authorities and utilities	lump sum	16,000.00	1.00	16,000.00			
2	Printing	lump sum	5,000.00	1.00	5,000.00			
3	Environmental Impact Assessment (EIA)	Not incl.			-			
4	Resettlement action plan (RAP)	Not incl.			-			
5	Translation of design documents	Not incl.						
6	Design verification services	See note 4						

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TOTAL (without VAT)	-	152,750.00

NOTE:

- 1. This offer shall be considered valid for a period of 90 days from the date of its submission.
- 2. This offer includes only the costs for design activities (site visits, information collection, provide extract from design necessary for deliverables/reports) necessary to get approval and verification in accordance to local norm and regulation, and do not include costs for elaboration of reports.
- 3. Adaptation of design includes review, comment, endorsement, implementation of small adjustments, signing and stamping of design drawings prepared by the Employer's design teams.
- 4. This offer do not include costs for design verification services, which will be established and completely reimbursed by the Employer at a later stage. In frame of the design activities, the sub-consultant will provide assistance to the Employer in all activities related to design verification, until the entire Detailed Design Package will pass verification.

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Payment Schedule

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Payment Schedule

No.	Designation		Unit		Amount [EUR]
1	Fixed Fees		lump sum	up to	152.750,00
2	Reimbursable Costs				
2.1 Technical verification of design (State Control)			up to		31.350,00
				%	Amount [EUR]
3	Payment Schedule				
3.1	Fixed Fees			%	
3.1.1	Advance Payment*	Upon entry into force of the Sub-Consultancy Agreement		10	15.275,00
3.1.2	First payment	Presentation of the Draft Preliminary Designs (4 villages)		10	15.275,00
3.1.3	Second Payment	Acceptance of the Preliminary Designs (4 villages)		10	15.275,00
3.1.4	Third payment	Presentation of the Draft Detailed Designs		30	45.825,00
3.1.5	Fourth payment	Acceptance of the Detailed Designs		30	45.825,00
3.1.6	Fifth payment	Presentation of Draft Tender Documents		5	7.637,50
3.1.7	Sixth payment	Acceptance of Tender Documents		5	7.637,50
3.1.8	Final Payment	Acceptance of all Services		10	15.275,00
				100	152.750,00
3.2	Reimbursables				
	against evidence		up to		31.350,00
k	to be discounted pro	pportionally from further payments			



ACT DE INDEPLINIRE A SERVICIILOR № AAI3987270 din 30.12.2020

Prezentul act de executare a lucrărilor este întocmit între Sigma Engineering SRL numit în continuare EXECUTOR și Reprezentanta Permanenta CES Consulting Engineers Salzgitter GmbH, numit în continuare BENEFICIAR.

Executorul a îndeplinit calitativ și la timp următoarele lucrări:

Nr.	Denumirea Serviciului	Unit.	Cantitate	Pret (lei)	Suma (lei)
1	Servicii de proiectare Conf contr. Sub-Consultancy Agreement nr curs EUR din 30.12.2020	serv	1.000	322291.81	322291.81
	TOTA			TOTAL	322291.81
				TVA	0.00

Total (Inclusiv TVA) 322291.81

Beneficiarul a primit lucrările menționate mai sus.

Suma de executare a lucrurilor constituie: 322291.81 Lei

Trei sute douazeci si doua mii doua sute nouazeci si unu lei 81

Serviciile sus mentionate au fost prestate în volum deplin și la timp. Beneficiarul nu are pretenții la volumul, calitatea și termenul de efectuare a serviciilor sus menționate.

EXECUTOR

Sigma Engineering SRL

mun.Chisinau, str.Alba-Iulia 101, ap.55, MD-2071

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MD58AG000000022513182916

BC MOLDOVA-AGROINDBANK S.A. suc. Chisinau-

«SIGMA

Centru

AGRNMD2X723

(semnatura)

BENEFICIAR

Reprezentanta Permanenta CES Consulting Engineers

Salzgitter GmbH

Chisinau, str Armeneasca 28/1 bir 1

101260

MD92RN000000022249011804

BCR Chisinau S.A. suc.nr.2 Puskin

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REPREZENTANTA PERMANENTA (semnatura) REPUBLICA ONSULTING ENGINEERS ZGITTER GMBH

CIF 101260



ACT DE INDEPLINIRE A SERVICIILOR № AAI3987275 din 24.03.2021

Prezentul act de executare a lucrărilor este întocmit între Sigma Engineering SRL numit în continuare EXECUTOR și Reprezentanta Permanenta CES Consulting Engineers Salzgitter GmbH, numit în continuare BENEFICIAR.

Executorul a îndeplinit calitativ și la timp următoarele lucrări:

Nr.	Denumirea Serviciului	Unit.	Cantitate	Pret (lei)	Suma (lei)
1	Servicii de proiectare Conf contr. Sub-Consultancy Agreement nr curs EUR din 30.12.2020	serv	1.000	291563.85	291563.85
				TOTAL	291563.85
	TVA				0.00

Total (In	clusiv T	VA)	291563.85
Total (In	clusiv T	VA)	291563.85

Beneficiarul a primit lucrările menţionate mai sus.

Suma de executare a lucrurilor constituie: 291563.85 Lei Doua sute nouazeci si una mie cinci sute saizeci si trei lei 85 bani

Serviciile sus menționate au fost prestate în volum deplin și la timp. Beneficiarul nu are pretenții la volumul, calitatea și termenul de efectuare a serviciilor sus menționate.

EXECUTOR

Sigma Engineering SRL

mun.Chisinau, str.Alba-Iulia 101, ap.55, MD-2071

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BC MOLDOVA-AGROINDBANK S.A. suc. Chisinau-

Centru

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ENGINEERING

«SIGMA

(semnatura) 8.R

BENEFICIAR

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Seminatura TA PERMANENTA

REPREZENTATING GMBH CES CONSULTING GMBH CES SALZGINE 101260