

Contract Agreement No. 47899/W/02/2 Lot 2

THIS CONTRACT AGREEMENT is made on the 16th day of March, 2021.

BETWEEN

- (1) The Municipality of Chisinau, having its principal place of business at 83 Stefan cel Mare blvd., Chisinau MD-2012, Republic of Moldova (hereinafter called "the Employer"), and
- (2) The Eurostil Construct SRL, a corporation incorporated under the laws of Republic of Moldova under reg. No. 1010600001209 and having its principal place of business at 1, Mitropolit Gurie Grosu str., of. 28, Chisinau MD-2028, Republic of Moldova (hereinafter called "the Contractor").

WHEREAS the Employer invited tenders for the execution of the Works, described as Energy Efficiency Rehabilitation of 17 Public Buildings, Re-tender (Lot 1: 3 Hospitals; Lot 2: 6 Lyceums and Lot 3: 8 Lyceums) and has accepted a Tender by the Contractor for the execution and completion of these Works for the Lot 2 and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Tender
 - (c) the Particular Conditions
 - (d) the General Conditions
 - (e) the Specification
 - (f) the completed Schedules and any other documents forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Payment of the amounts due to the Contractor under the Contract may only be made to the following bank account(s):

Payee's Account Name: "Eurostil Construct" SRL, Cod fiscal 1010600001209

Payee's Account No. (IBAN): MD47ML000000000225122029

Payee's Bank Name: BC Moldindconbank S.A.

Payee's Bank Address: str. Armeneasca, 38, mun. Chisinau

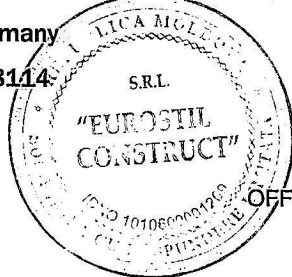
SWIFT CODE: MOLDM2X

Payee's Bank's Correspondent details:

Correspondent Bank Name: Landesbank BADEN - Wurttemberg,

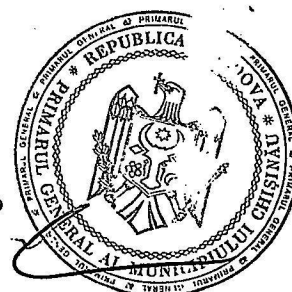
Address: Stuttgart, Germany

Account Number: 2808114



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Account Name (IBAN): MD47ML000000000225122029

SWIFT CODE: SOLADESTXXX

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by: Ion CEBAN

Name and Title of Signatory: Mayor-General

For and on behalf of the Employer

Date: 16/03/2021



Signed by: Angela SCERBINA

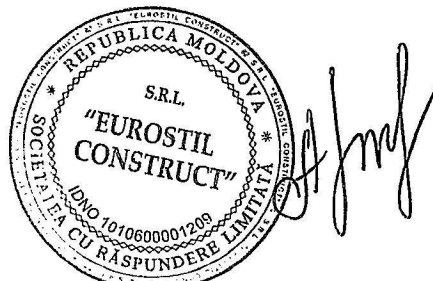
Name and Title of Signatory: Director Eurostil Construct SRL

For and on behalf the Contractor

Date: 16/03/2021



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Letter of Acceptance

Date: 24 day of February, 2021

To: Eurostil Construct SRL, Moldova

Subject: Notification of Award Contract No. 47899/W/02/2 ENERGY EFFICIENCY REHABILITATION OF 17 PUBLIC BUILDINGS Lot 2 Energy Efficiency Measures in 6 lyceums

This is to notify you that your Tender dated 5th December 2020 for execution of the Contract no. 47899/W/02/2 Lot 2 Energy Efficiency Measures in 6 lyceums for the amount of €6,910,757.00 (six million nine hundred ten thousand seven hundred fifty-seven Euro only), as corrected and modified in accordance with the Instructions to Participants is hereby accepted by us.

1. In accordance with Instructions to Participants of the Tender Document, within seven (7) calendar days of receipt of this notification of award, the Contractor is required to acknowledge receipt of the notification of award and to furnish the Employer with details of the bank account(s) that the Contractor proposes to use for the purpose of receiving payments due under the Contract, in the following format:

Payee's Account Name:

Payee's Account No. (IBAN):

Payee's Bank Name:

Payee's Bank Address:

SWIFT CODE:

In the event that payments are to be made in a currency which is not the currency of the country of the Contractor, the correspondent bank details shall be furnished in the following format:

Payee's Bank's Correspondent details:

Correspondent Bank Name:

Address:

Account Name (IBAN):

Account Number:

SWIFT CODE:

2. In accordance with ITP 46.2, upon receipt of the Contractor's acknowledgement of the notification of award and bank account details, the Employer shall sign and send to the Contractor the Contract Agreement. In accordance with ITP 47.2, within fourteen (14) calendar days of Contractor's receipt of the Contract Agreement, the Contractor shall sign, date and return the Contract Agreement to the Employer.

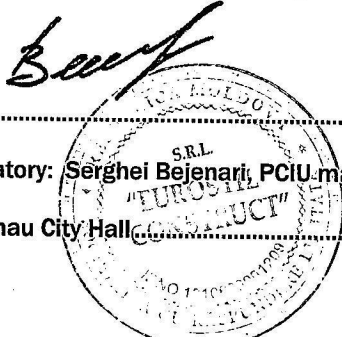
3. Within the period specified in the Contract the Contractor shall furnish the Employer with a Performance Security in the amount of €691,075.70 (six hundred ninety-one thousand seventy-five Euro and 70 eurocents) in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section VII, Contract Terms and Conditions.

4. In addition you are requested to provide a cash flow forecast estimating the payments under the contract which you expect to come due during each month starting from the Contract signing date.

Authorised Signature:

Name and Title of Signatory: Serghei Bejenari, PCIU manager.....

Name of Agency: Chisinau City Hall.....



[Handwritten signatures]



EUROSTIL CONSTRUCT SRL



Republica Moldova, Chișinău, str. Mtr. Gurie Grosu 17 tel. /00373/269-400(411) eurostilconstruct.md

Letter of Tender

Date: *December 05, 2020*

Tendering No: *47899/W/02/2*

Contract: *47899/W/02/2 Lot 2 Energy Efficiency Measures in 6 lyceums: Sports Theoretical High School "Gloria", str. Teilor 7, Lyceum "George Meniuc, Lyceum "Petru Rares, Gimnaziul internat #3, Casu st., 10, Theoretical Lyceum Nicolae Gogol, str. Sciusev, 90, Lyceum "Onisifor Ghibu"*

To: *City of Chisinau*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the above referenced Tender Document, including Addenda issued in accordance with Instructions to Participants (ITP);
- (b) We offer to execute the works in conformity with the above referenced Tender Document for: *47899/W/02/2 Lot 2 Energy Efficiency Measures in 6 lyceums: Sports Theoretical High School "Gloria", str. Teilor 7, Lyceum "George Meniuc, Lyceum "Petru Rares, Gimnaziul internat #3, Casu st., 10, Theoretical Lyceum Nicolae Gogol, str. Sciusev, 90, Lyceum "Onisifor Ghibu"*;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, *exclusive* of VAT, is: **6 910 695.00 EURO** (six millions nine hundred ten thousand six hundred ninety five Euro 00 Euro-centi)

and the total price of our Tender, excluding any discounts offered in item (d) below, *inclusive* of VAT, is: **8 292 834.00 EURO** (eight millions two hundred ninety- two thousand eight hundred thirty four Euro 00 Euro-centi);

- (d) The discounts offered and the methodology for their application are: *N/A*;
- (e) Our Tender shall be valid for a period of *one hundred twenty (120)* days from the tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that the Appendix to Tender and Attachment 1 to the Letter of Tender – Covenant of Integrity, form part of this Letter of Tender.
- (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Contract;
- (h) We, any subcontractors or suppliers and sub-suppliers for any part of the Contract, are eligible for award of the Bank's financed contracts and receiving the payments from the Bank's finance;
- (i) We, including any subcontractors or suppliers and sub-suppliers for any part of the contract do not have any conflict of interest in accordance with ITP;
- (j) We, including any of our subcontractors or suppliers and sub-suppliers for any part of the Contract, have not been declared ineligible by the Bank, due to conviction of an intentional crime (and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of submission of tender); under relevant national law from *entering into* commercial relations with the Client, provided the prohibition relates to a



Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process; or by an act of compliance with a decision of the United Nations Security Council.

- (k) We are not participating as a Participant or as a partner in a JVCA in more than one Tender in this Tendering process;
- (l) We are *not* a government owned entity;
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
N/A			

- (n) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed;
- (o) We understand that you are not bound to accept the most economically advantageous tender or any other Tender that you may receive; and
- (p) If awarded the Contract, the person named below shall act as Contractor's Representative:

Name:

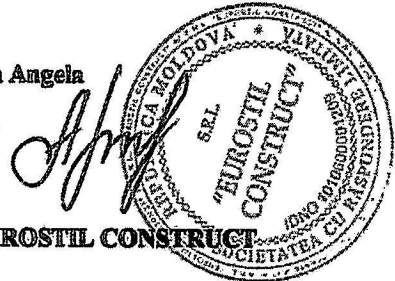
Scerbina Angela

In the capacity of:

Director

Signed:

Duly authorized to sign the Tender for and on behalf of: SRL EUROSTIL CONSTRUCT



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COVENANT OF INTEGRITY

Date: January 22, 2021Tendering No: 47899/W/02/2

Invitation for Tender No.: _____

To: **SRL "EUROSTIL CONSTRUCT", IDNO 1010600001209**

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank ("EIB") and the European Bank for Reconstruction and Development ("EBRD", EBRD and EIB jointly hereafter the "Banks"). The Banks and the ~~SRL "EUROSTIL CONSTRUCT"~~ have agreed that this tender process is governed by the European Bank for Reconstruction and Development's Procurement Policies and Rules.

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any sub-contractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for LOT 2 Energy Efficiency Measures in 6 lyceums (the "Contract") and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:¹ none

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

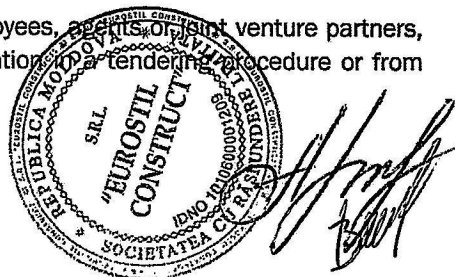
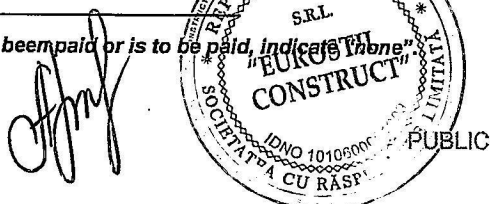
We declare that no affiliate of the Client/ Promoter is participating in our tender in any capacity whatsoever.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded from participation in a tendering procedure or from

¹ If none has been paid or is to be paid, indicate "none".



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contract award, or otherwise have not been subject to any other enforcement action or sanction by the EU institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) on the grounds of Prohibited Conduct;

- (iv) neither we nor anyone, including any of our directors, employees, agents, joint venture partners, or subsidiaries and affiliates, as well as any sub-contractors, or suppliers or affiliates of the subcontractor or supplier, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU Sanctions² and/or UN Sanctions³ and (ii) in connection with the tendering process, or in the execution or supply of any works, goods or services for the Contract, has acted or will act in contravention of EU or UN Sanctions; and
- (v) we covenant to immediately inform the Client and EBRD if any instances described under Articles (i) – (iv) come to our attention after signing this Covenant of Integrity or occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i) (ii) (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed

Reason Disclosure is Required⁴

We acknowledge that if we are subject to an exclusion decision by EIB or we are subject to EU or UN sanctions, we will not be eligible to be awarded a contract to be financed by the EIB.

We furthermore acknowledge that we will be ineligible to be awarded an EBRD-financed contract or for EBRD funding if we are included on EBRD's lists of persons or entities ineligible to become an EBRD counterparty (as such lists may be found on EBRD's website) or we are subject to UN Sanctions.

At any time following the submission of our tender, we shall grant, and shall cause our joint venture partners and consortium members, as well as our subcontractors, consultants, subconsultants, employees, agents, service providers, and any other third parties engaged or involved for any part of the Contract to permit the EIB and EBRD as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right to inspect and copy, our books and records and other documents (on any media or in any format) relating to the procurement process and execution of the Contract and to have them audited by the EIB, EBRD, the competent EU institutions or bodies, and auditors appointed by any of them. We agree to preserve all books and records and documents (on any media or in any format) related to the procurement process and execution of the Contract generally in accordance with applicable law but in any case for at least six years from the date of tender submission and, in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.

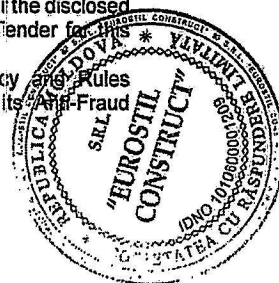
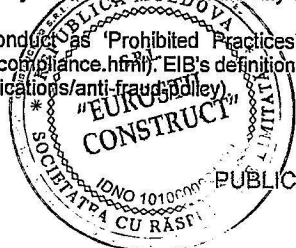
For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:⁵

² Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU.

³ Pursuant to Article 41 Chapter VII of the United Nations Charter.

⁴ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.

⁵ EBRD refers to Prohibited Conduct as 'Prohibited Practices' as defined in EBRD's Enforcement Policy and Rules (<http://www.ebrd.com/integrity-and-compliance.html>). EIB's definitions of 'Prohibited Conduct' are contained within its 'Anti-Fraud Policy' (<https://www.eib.org/en/publications/anti-fraud-policy>).



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- **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **Obstructive Practice** which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (c) acts intended to impede the exercise of the Banks' contractual rights of audit or inspection or access to information.
- **Theft** which means the misappropriation of property belonging to another party;
- **Misuse of EBRD resources or EBRD assets** which means improper use of EBRD's resources or EBRD's assets, committed either knowingly or recklessly;
- **Money Laundering**⁶;
- **Terrorist Financing**⁷.

Name: SCERBINA ANGELA

In the Capacity of: Director

Signed: _____



Duly authorised to sign the Tender for
and on behalf of: SRL "EUROSTIL CONSTRUCT"

Date: January 22, 2021

Notes: The original of this Covenant must be kept by the Client and made available upon request from either the EIB or EBRD.

**A second original of this Covenant must be submitted to the EIB at the following address
European Investment Bank Projects Directorate / Mobility Department 98-100 boulevard
Konrad Adenauer, L-2950 Luxembourg**



⁶ Money Laundering is defined in the EIB's Anti-Fraud Policy: <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>
⁷ Terrorist Financing is defined in the EIB's Anti-Fraud Policy: <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>



Appendix to Tender – ECEPP version

With the exception of those requirements for which the Employer's requirements have been inserted, the following information must be completed before the tender is submitted.

All reference Clauses and Sub-clauses provided in the Appendix to Letter of Tender shall be construed as reference Clauses and Sub-clauses in Section VII, General Conditions of Contract.

Conditions	GCC Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	<p><i>Municipal Enterprise General Department of Housing and public works</i></p> <p><i>33, M. Eminescu str., Chisinau</i></p> <p><i>Republic of Moldova</i></p> <p><i>Tel: +373 22 225461</i></p> <p><i>e-mail: locuinte@dglca.md</i></p>
Contractor's name and address	1.1.2.3 & 1.3	<p><i>SRL EUROSTIL CONSTRUCT; 1, str. Mt. Gurie Grosu, of. 28 mun. Chişinău, RM</i></p>
Engineer	1.1.2.4 & 1.3	<p><i>Engineer is being competitively selected and the Contractor will be informed once the selection is completed</i></p>
Bank's name	1.1.2.11	<p><i>European Bank for Reconstruction and Development</i></p>
Borrower's name	1.1.2.12	<p><i>Citi Hall Chisinau</i></p>
Time for Completion	1.1.3.3	<p><i>12 month for Lot 2</i></p>
Defects Notification Period	1.1.3.7	<p><i>365 days.</i></p>
Sections	1.1.5.6	<p><i>Not applicable</i></p>
Electronic transmission systems	1.3	<p><i>Not allowed</i></p>
Governing Law	1.4	<p><i>Republic of Moldova</i></p>
Ruling language	1.4	<p><i>English</i></p>
Language for communications	1.4	<p><i>English (in case if the Contractor is legal entity registered outside of Republic of Moldova and Romania) or Romanian (in case if the Contractor is legal entity registered in the Republic of Moldova or Romania)</i></p>



Conditions	GCC Sub- Clause	Data
Time for access to the Site	2.1	Commencement Date
Performance Security	4.2	The performance security will be in the form of a demand guarantee, in the amount(s) of <i>ten per cent (10)</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
General Design Obligations	5.1	60 days for lot 2
Normal working hours	6.5	0-00 to 24-00 except as will be instructed by Engineer in accordance with the requirements of final beneficiaries.
Delay damages for the Works	8.7 & 14.15(b)	0.1 % of the Contract Price per day.
Maximum amount of delay damages	8.7	10% of the final Contract Price.
Total advance payment	14.2	20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Number and timing of instalments	14.2	<u>Sole instalment</u>
Currencies and proportions	14.2	The advance payment shall be paid in the currency or currencies and proportions in which the Accepted Contract Amount is payable to the Contractor according to Sub-clause 14.15.
Start repayment of Advance payment	14.2 (a)	<u>Not applicable</u>
Repayment amortization rate of advance payment	14.2(b)	<u>Not applicable</u>
Percentage of Retention	14.3	5% of each Payment certificate
Limit of Retention Money	14.3	5% of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	14.6	300,000 Euro
Currency/Currencies of Payment	14.15	Euro
Periods for submission of insurance:	18.1	

a. evidence of insurance

14 days

b. relevant policies

28 days







Conditions	GCC Sub- Clause	Data
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Five thousand Euro
Minimum amount of third party insurance	18.3	One hundred thousand Euro
The DAB shall be comprised of	20.2	One sole Member
Appointment (if not agreed) to be made by	20.3	FIDIC
Rules of arbitration	20.6(a)	Rules of International Court of Commercial Arbitration within the Chamber of Commerce of the Republic of Moldova and the place of arbitration is: Chisinau

Name:

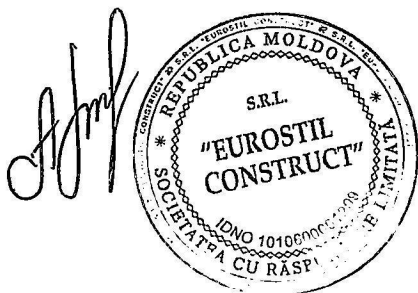
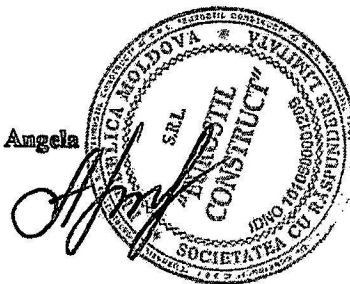
Scerbina Angela

In the capacity of:

Director

Signed:

Duly authorized to sign the Tender for and on behalf of: **SRL EUROSTIL CONSTRUCT**



Scerbina