

FACTURĂ FISCALĂ  
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.  
Серия, № EAI000798288



Formular tipizat  
Anexa 1 la Ordinul Ministerului Finanțelor al Republicii Moldova  
nr. 148 din 28 august 2017  
Типовая форма  
Приложение 1 к приказу Министерства финансов Республики Молдова  
№ 148 от 28 августа 2017 г.

Data eliberării /data livrării 17.08.2023 / 17.08.2023 Дата выписки /дата поставки		număr: номер		data: дата								
1. Furnizor: Поставщик		9. Transportator Перевозчик		c.f./ nr.TVA / ф.к./ код НДС								
TECHNO-TEST S.R.L., SEC.CENTRU Mihai Eminescu nr.66 of.5 Cont MD48MO2224ASV98092007100, OTP BANK S.A., MOBBD22				1003600030906 / 0200498								
2. Cumpărător/beneficiar: Покупатель/получатель				c.f./ nr.TVA 1022600003699 / ф.к./ код НДС 0509346								
AMINA AND S SERVICES, LLC., Baku Sucursala Chisinau, SEC.BUIUCANI Nicolae Iorga nr.3 of.2												
3. Delegație seria _____ număr _____ data _____ delegatul _____ Доверенность серия _____ номер _____ дата _____ делегированный _____			4. Documente anexate Прилагаемые документы									
			Proces verbal de receptie a lucrarilor executate din 14.08.2023, Contract nr. 22/2023 din 07.07.2023									
5. Punct încărcare Пункт погрузки		6. Punct descărcare Пункт разгрузки			7. Redirișări Переадресовки							
10.1 Denumirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной позиции товара/актива.		10.2 Unitate de măsură Единица измерения	10.3 Cantitatea mărfurilor/activelor, volumul serviciilor Количество товаров/активов, объем услуг	10.4 Preț unitar fără TVA, lei Цена единицы без НДС, лев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, лев	10.6 Cota TVA,% Ставка НДС, %	10.7 Suma totală a TVA, lei Общая сумма НДС, лев	10.8 Valoarea mărfurilor/activelor, serviciilor, lei Стоимость товаров/активов, услуг, лев	10.9 Altă informație Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Количество мест	10.12 Masa brută, tone Масса брутто, тонн
Lucru de construcție a rețelelor interioare de apă și canalizare pentru Centrul de dezvoltare al afacerilor locale în s. Crihana Veche r. Cahul – proiect Nr. 024/2022 – RAC.		buc	1	208576.90	208576.90	0	0.00	208576.90				
12. TOTAL (pe factura fiscală) / Всего (по налоговой накладной)					208576.90	X	0.00	208576.90	X	X	X	0.00

13. Permis eliberarea: contabil TATIANA BOLGARI  
Отпуск разрешил: \_\_\_\_\_  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

Aplicată semnătura electronică de către Furnizor \ Применена электронная подпись Поставщика 17.08.2023

14. Predat mărfurile/activele (serviciile): contabil TATIANA BOLGARI  
Сдал товары/активы (услуги) \_\_\_\_\_  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

Aplicată semnătura electronică de către Furnizor \ Применена электронная подпись Поставщика 17.08.2023

L.Ș.  
M.П.  
15. Primit mărfurile/activele intermediarul (transportatorul):  
Принял товары/активы посредник (перевозчик): \_\_\_\_\_  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

16. Predat mărfurile/activele intermediarul (transportatorul):  
Сдал товары/активы посредник (перевозчик): \_\_\_\_\_  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

17. Predat mărfurile/activele (serviciile) cumpărătorului/beneficiarul:  
Сдал товары/активы (услуги) покупателю/получателю: \_\_\_\_\_  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

Validă numai cu semnăturile electronice ale Cumpărătorului \ Действительна только при наличии электронных подписей Покупателя



FACTURĂ FISCALĂ  
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.  
Серия, №



EAI000763486



Formular tipizat  
Anexa 1 la Ordonul Ministerului Finanțelor al Republicii Moldova  
nr.118 din 28 august 2017  
Типовая форма  
Приложение 1 к приказу Министерства Финансов Республики Молдова  
№ 118 от 28 августа 2017 г

Data eliberării /data livrării / 15.08.2023 / 15.08.2023 Дата выписки /дата поставки		număr: номер		data: дата							
1. Furnizor: Поставщик		9. Transportator Перевозчик		c.f./ nr.TVA / ф.к./ код НДС							
TECHNO-TEST S.R.L., or.Chisinau , str. Mihai Eminescu 66, of.5 Cont MD48MO2224ASV98092007100, OTP BANK S.A., MOBVM22				c.f./ nr.TVA 1003600030906 / ф.к./ код НДС 0200498							
2. Cumpărător/beneficiar: Покупатель/получатель		4. Documente anexate Прилагаемые документы		Conform P.V. de receptie a lucrarilor executate din luna august, contract 22/2023 din 07.07.2023							
3. Delegație seria _____ număr _____ data _____ delegatul _____ Доверенность серия _____ номер _____ дата _____ делегированный _____				7. Redirijări <input type="checkbox"/> Переадресовки							
5. Punct încărcare Пункт погрузки		6. Punct descărcare Пункт разгрузки									
10.1 Denumirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной позиции товара/актива.	10.2 Unitate de măsură Единица измерения	10.3 Cantitatea mărfurilor/activelor, volumul serviciilor Количество товаров/активов, объем услуг	10.4 Preț unitar fără TVA, lei Цена единицы без НДС, лев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, лев	10.6 Cota TVA,% Ставка НДС, %	10.7 Suma totală a TVA, lei Общая сумма НДС, лев	10.8 Valoarea mărfurilor/activelor , serviciilor, lei Стоимость товаров/активов, услуг, лев	10.9 Alte informații Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Количество мест	10.12 Masa brută, tone Масса брутто, тонны
1. Lucrari de constructie a retelelor exterioare de apa și analizare pentru Centrul de dezvoltare al afacerilor locale in s. Crihana Veche r. Cahul – proiect Nr. 024/2022 – REAC.	buc	1	155698.8	155698,80	0	0,00	155698,80				
12. TOTAL (pe factura fiscală) / Всего (по налоговой накладной)				155698,80	X	0,00	155698,80	X	X	X	0,00

13. Permis eliberarea: contabil TATIANA BOLGARI  
Отпуск \_\_\_\_\_  
разрешил: \_\_\_\_\_  
Funcția, nume, prenumele, semnătura \ Должность, фамилия, имя, подпись

Aplicată semnătura electronică de către Furnizor \ Применена  
электронная подпись Поставщика 15.08.2023

14. Predat mărfurile/activele (serviciile): contabil TATIANA BOLGARI  
Сдал товары/активы (услуги) \_\_\_\_\_  
Funcția, nume, prenumele, semnătura \ Должность, фамилия, имя, подпись

Aplicată semnătura electronică de către Furnizor \ Применена  
электронная подпись Поставщика 15.08.2023

L.Ș.

15. Primit mărfurile/activele intermediar (transportatorul):  
Принял товары/активы посредник (перевозчик) \_\_\_\_\_  
Funcția, nume, prenumele, semnătura \ Должность, фамилия, имя, подпись

16. Predat mărfurile/activele intermediar (transportatorul):  
Сдал товары/активы посредник (перевозчик) \_\_\_\_\_  
Funcția, nume, prenumele, semnătura \ Должность, фамилия, имя, подпись

17. Primit mărfurile/activele (serviciile) cumpărător/beneficiarul:  
Принял товары/активы (услуги) покупатель/получатель \_\_\_\_\_  
Funcția, nume, prenumele, semnătura \ Должность, фамилия, имя, подпись

Validă numai cu semnăturile electronice ale Cumpărătorului \  
\ Действительна только при наличии электронных подписей  
Покупателя

~~513~~  
513

Antreprenor TECHNO TEST SRL  
(denumirea )

Investitor AMINA AND S SERVICE  
LLC Baku Sucursala Chisinau  
(denumirea )

Obiect Lucrari de montare retele  
apeduct *cahul*

Valoarea lucrarilor executate 155 698,80 lei

**Proces - verbal**  
de receptie a lucrarilor executate  
pe \_\_\_\_\_ an 20\_\_\_\_

Nr crt.	Simbol norme	Denumire lucrari	U.M.	Cantitate	Pret inclusiv salariu (lei/U.M.)	Valoare inclusiv salariu (col.5xcol.6) (lei/U.M.)
1	2	3	4	5	6	7
		<b>1. Lucrari de constructie</b>				
		<b>1.1. Canalizare exterioara</b>				
		<b>1.1.1. Lucrari de terasament</b>				
1		Sapaturi mecanice, cu excavator pe pneuri		34,900	47.14	1 645.30
	RCsA08A	(buldoexcavator), de 0,2-0,4 mc	m3		17,84	622,75
2	RCsA01A	Sapaturi manuale de pamint in spatii limitate,avind sub 1,00 m latime si maximum 1,5 m adincime, cu taluz vertical, pentru gropi poligonale de fundatii, santuri, canale etc., executate in cantitati de pina la 20 mc la un punct de lucru cu maluri nesprijinite	m3	7,600	329,68 329,68	2 505,60 2 505,60
3	AcD18B	Montarea tevii din PVC tip M-3, pentru scurgere, imbinare prin lipire, in exteriorul cladirilor, ingropate la o adincime de pina la 2m. avind diametrul de 100 mm	m	8,500	114.57 28.04	973,83 238,34
4	AcD18C	Montarea tevii din PVC tip	m	28,000	176.10	4 930.79

1	2	3	4	5	6	7
		(inelare) cu diametrul 1,0 m, in teren fara apa subterana				
11	AcE13A1	Elemente din beton armat prefabricat, ale caminelor de vizitare, circulare (inelare) cu diametrul 1,0 m, pentru canalizare, in teren fara apa subterana. KИД-10 (0,18 m3)	buc	2,000	<u>770,00</u> 0,00	<u>1 540,00</u> 0,00
12	AcE13A1	Elemente din beton armat prefabricat, ale caminelor de vizitare, circulare (inelare) cu diametrul 1,0 m, pentru canalizare, in teren fara apa subterana. KИП1-10-1(0,10 m3)	buc	2,000	<u>880,00</u> 0,00	<u>1 760,00</u> 0,00
13	AcE13A1	Elemente din beton armat prefabricat, ale caminelor de vizitare, circulare (inelare) cu diametrul 1,0 m, pentru canalizare, in teren fara apa subterana. KИ-10-9 (0,24 m3)	buc	3,000	<u>880,00</u> 0,00	<u>2 640,00</u> 0,00
14		Elemente din beton armat prefabricat, ale caminelor de vizitare, circulare (inelare) cu diametrul 1,0 m, pentru canalizare, in teren fara apa subterana. KИ-10-3 (0,07 m3)	buc	4,000	<u>550,00</u> 0,00	<u>2 200,00</u> 0,00
15	AcE07A	Montarea capacelor din fonta sau fonta-beton fara piesa-suport, la caminele de vizitare ale instalatiilor de alimentare cu apa si canalizare, necarosabil tip I	buc	1,000	<u>1 537,23</u> 59,48	<u>1 537,23</u> 59,48
16	AcE07C	Montarea capacelor din fonta sau fonta-beton fara piesa-suport, la caminele de vizitare ale instalatiilor de alimentare cu apa si canalizare, carosabil tip III A si B	buc	1,000	<u>2 056,21</u> 69,68	<u>2 056,21</u> 69,68
17	AcF02A	Scara cu vanguri din otel lat de 50x10 mm si trepte	m	3.500	<u>556.85</u>	<u>1 948.99</u>

1	2	3	4	5	6	7
23	RCsA01A	Sapaturi manuale de pamint in spatii limitate, avind sub 1,00 m latime si maximum 1,5 m adancime, cu taluz vertical, pentru gropi poligonale de fundatii, santuri, canale etc., executate in cantitati de pina la 20 mc la un punct de lucru cu maluri nesprijinite	m3	4,600	329,68 329,68	1 516,54 1 516,54
24	AcA52A	Teava din polietilena, pentru conducte de alimentare cu apa montata in sant, cu diametrul de 63 mm. PN10 PE100 SDR 17*3.8	m	39,000	88,51 4,59	3 451,94 178,95
25	AcF03A	Umpluturi in santuri la conductele de alimentare cu apa sau canalizare, ca substrat, strat de protectie, strat de izolare sau strat filtrant la tuburile de drenaj, executate cu nisip	m3	3,200	482,33 51,83	1 543,46 165,86
26		Compactarea cu maiul de mina a umpluturilor executate in sapaturi				
	TsD04A	orizontale sau inclinate la 1/4, inclusiv udarea fiecarui strat de pamint in parte, avind 10 cm grosime pamint necoeziv	m3	20,300	74,02 73,92	1 502,69 1 500,66
27	TsD01B	Imprastierea cu lopata a pamintului afinat, in straturi uniforme, de 10-30 cm grosime, printr-o aruncare de pina la 3 m din gramezi, inclusiv sfarimarea bulgarilor, pamintul provenind din teren mijlociu	m3	4,700	26,34 26,34	123,80 123,80
28	RCsA08A	Sapaturi mecanice, cu excavator pe pneuri (buldoexcavator), de 0,2-0,4 mc	m3	20,300	47,14 17,84	957,03 362,23
29	AcF11B	Spalarea conductelor din otel 2 1/2" -4", de apa potabila dupa montarea si	m	39,000	18,25 8,50	711,63 331,38

1	2	3	4	5	6	7
		canalizare, necarosabil tip I				
36	AcA26A	Imbinarea cu flanse a pieselor de legatura, flanselor, inclusiv a flanselor oarbe si a armaturilor, avind diametrul de 50-100 mm Cruce cu flanse 100 x 100 mm	buc	1,000	<u>2 421,20</u> 75,62	<u>2 421,20</u> 75,62
37	AcA26A	Imbinarea cu flanse a pieselor de legatura, flanselor, inclusiv a flanselor oarbe si a armaturilor, avind diametrul de 50-100 mm Trecere cu flanse 100 x 50 mm	buc	1,000	<u>1 189,20</u> 75,62	<u>1 189,20</u> 75,62
38	AcA26A	Imbinarea cu flanse a pieselor de legatura, flanselor, inclusiv a flanselor oarbe si a armaturilor, avind diametrul de 50-100 mm	buc	1,000	<u>1 833,20</u> 75,62	<u>1 833,20</u> 75,62
39		Imbinarea cu flanse libere a tuburilor, pieselor de legatura si armaturilor, la conducte din poliesteri, armate cu fibre de sticla, avind diametrul de 50-100 mm Flansa rotunda libera 100 mm	buc	2,000	<u>431,60</u> 49,28	<u>863,19</u> 98,57
40	AcA23A	Imbinarea cu flanse libere a tuburilor, pieselor de legatura si armaturilor, la conducte din poliesteri, armate cu fibre de sticla, avind diametrul de 50-100 mm Flansa rotunda libera 100 mm	buc	1,000	<u>431,59</u> 49,28	<u>431,59</u> 49,28
41	AcA53C	Montarea fittingurilor prin electrofuziune. Imbinarea prin sudura de tip electrofuziune intre teava si fitting (mufe, teu, cot) din polietilena, tevii avind diametrul de 110 mm.	buc	2.000	<u>1 819,76</u> 101,96	<u>3 639,53</u> 203,93

1	2	3	4	5	6	7	
		<i>Cheltuieli de regie</i>	76 %			211,17	
		<i>Total</i>				690,35	
		<i>Beneficiu</i>	6 %			41,42	
		<b>Total capitol: Inclusiv salariu</b>				<b>731,77 277,85</b>	
		<b>3. Utilaj</b>					
45	Pret de piata	Apometru combinat 50 x 15 mm	buc	1,000	13 750,00 0,00	13 750,00 0,00	
46	Pret de piata	Hidranta de incendiu 100 mm	buc	1,000	8 500,00 0,00	8 500,00 0,00	
		<i>Total</i>	lei			22 250,00	
		<i>Cheltuieli de depozitare si aprovizionare</i>	2 %			445,00	
		<b>Total capitol: Inclusiv salariu</b>				<b>22 695,00</b>	
		Total	lei			155 698,80	
		<b>TOTAL proces-verbal: Inclusiv salariu</b>				<b>155 698,80 19 815,11</b>	

INTOCMIT:

APROBAT:

Antreprenor general (subantreprenor)

Investitor

(denumirea)

(denumirea)

*Ceban A*

(funcția, numele, prenumele, semnătura)



(funcția, numele, prenumele, semnătura)

*Vieru S. L.* L.S.





# Lucrari de montare retele apeduct

(denumirea obiectivului)

Formular Nr.3

WinCmeta

## Borderou de resurse № Lucrari de montare retele apeduct

Valoarea de deviz 155 698,80 lei

Intocmit in prețuri curente 04.07.2023

№ crt.	Simbol norme și Cod resurse	Denumire lucrări și cheltuieli	U.M.	Cantitate conform datelor din proiect	Valoarea de deviz, lei	
					Pe unitate de măsură	Total
1	2	3	4	5	6	7
Total borderou de resurse № :						

### Manopera :

1.	7122050013400	Zidar	h-om	1,1900	84,97	101,11
2.	7123011000200	Betonist	h-om	3,9550	84,97	336,06
3.	7129090010600	Drenor-canalist	h-om	16,9250	84,97	1 438,12
4.	7136020011620	Instalator apa, canal	h-om	0,5500	84,97	46,73
5.	7136050012000	Instalator alimentari apa	h-om	58,1662	84,97	4 942,37
6.	7136080025000	Montator conducte	h-om	1,5639	84,97	132,89
7.	7212030022700	Sudor	h-om	3,2000	84,97	271,91
8.	9310060019900	Muncitor necalificat	h-om	49,5990	84,97	4 214,43
9.	9310060019920	Muncitor deservire CM	h-om	71,0120	84,97	6 033,89
10.	9310060019922	Muncitor deservire	h-om	21,9162	84,97	1 862,22
11.	9312040019600	Sapator	h-om	5,1240	84,97	435,38
<b>Total manopera</b>						<b>19 815,11</b>

### Materiale:

1.	00045	Apometru combinat 50 x 15 mm	buc	1,0000	13 750,00	13 750,00
2.	00046	Hidrant de incendiu 100 mm	buc	1,0000	8 500,00	8 500,00
3.	1411122201752	Piatra sparta	m3	1,2033	420,00	505,39
4.	1421102200525	Nisip sortat nespalat de riu si lacuri 0,0-7,0 mm	m3	9,0951	420,00	3 819,94
5.	2010102906951	Bara de lemn	m3	0,0186	4 200,00	78,12
6.	2010102915572	Cofraje din scindura 40 mm grosime	m2	1,2009	175,00	210,16
7.	2320116200573	Benzina auto tip CO/R 75	kg	1,2936	21,30	27,55
8.	2320167317232	Dicloreton	kg	1,3306	32,54	43,30
9.	2462106110467	Codez - 100	kg	0,7567	35,00	26,48
10.	25132066215001	Banda de avertizare	m	42,1200	1,25	52,65
11.	2513736601000	Garnituri cauciuc cu insertii	buc	6,1509	7,50	46,14
12.	2513736621815	Placi tehnice de cauciuc pentru garnituri cu insertie textila 4 mm grosime	kg	0,1374	75,00	10,30
13.	2521216700000100	Teava din PVC neplastifiata 100 mm	m	9,1035	75,70	689,13
14.	2521216700000160	Teava din PVC neplastifiata 160 mm	m	29,6940	126,35	3 751,84
15.	2521216710001163	Teava polietilena D63 PN10 PE100 SDR 17*3.8	m	39,1170	57,60	2 253,14
16.	2523156670000	Fitinguri PVC (mufe, reductii, coturi, teuri)	buc	6,3185	15,00	94,78
17.	2523156713811ef100	Cot cu flanse D 100 mm	buc	2,0200	1 380,00	2 787,60
18.	2523156713811g	Fiting polietilena Trecere GF 63 mm	buc	1,0100	125,00	126,25

8.	3410520001373	Automacara 5 tf	h-ut	10,9788	500,00	5 489,40
9.	3410540000007	Autobasculanta-10t	h-ut	0,2565	500,00	128,25
10.	3410540005603	Autocisterna 5-8 t cu dispozitive de stropire	h-ut	5,5050	120,00	660,60
<b>Total utilaje de construcții</b>						<b>11 971,10</b>

Total	lei	155 698,8 0
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**Total deviz:**

**155 698,8  
0**

Intocmit



(funcția, semnătura, numele, prenumele)

Verificat

(funcția, semnătura, numele, prenumele)

*Vieru S. Stancu*



## CONTRACT Nr. 22/2023

### Works contract

dated 07.07.2023

mun. Chişinău

**AMINA AND S SERVICES, LLC., Baku Sucursala Chişinău** awarded by PNUD Moldova, the The contract for infrastructure works no. ItB22/02496 of the partial reconstruction and change of destination (Block A and Bloc A<sup>1</sup> gallery) from the Culture and Recreation Building in the Local Business Development Center in Chrihana Veche village, Cahul district.

In this context, **S.R.L. "TECHNO-TEST"** was subcontracted by **AMINA & S SERVICIES** for the purchase of Water and sewerage works for the reconstruction and change of partial destination (Block A and gallery block A<sup>1</sup>) of the Culture and Recreation Building of the Center for the Development of Local Affairs in Crihana Veche village, Cahul district on a project basis according to the Annex. No. 1 to this Contract and Installation works of the automated signaling and gas leak protection system installed at the Culture and Recreation Building of the Center for the Development of Local Businesses, block 1, 2 and 3 in Crihana Veche village, Cahul district based on project 24.P /C/2022-1,2,3-AAGI in accordance with Annex No. 2 to this Contract.

### I. THE CONTRACTING PARTIES

**1.1. S.R.L. "TECHNO-TEST"**, with headquarters in the Republic of Moldova, Chisinau municipality, 66 Mihai Eminescu str., Tel.: (+373 22) 22-61-60, Fax: + 373 21 08 07, tax code 1003600030906, VAT code 0200498 having the IBAN account (MDL): MD48MO2224ASV98092007100, opened at BC "Mobiasbanca - Groupe Societe Generale" SA, MD-2012, bd. Ştefan cel Mare şi Sfânt 81a, Chisinau municipality, Moldova, SWIFT/BIC: MOBBMD22, in the person of **Director Gheorghe Burdila** as **Executor**, on the one hand,

and

**1.2. AMINA AND S SERVICIES, LLC, Baku Sucursala Chişinău**, with legal address in the Republic of Moldova, Chisinau municipality, Nicolae Iorga str., 3, ap.(of.) 2, Tel.: (+373 22) 60796092, fiscal code 1022600003699, having the IBAN account (MDL): MD81AG000000022514644195, opened at BC "MAIB" SA, branch Tighina, Chisinau municipality, Republic of Moldova, in the person of the **Administrator Mr. Emil Khalilov**, as Beneficiary on the other hand, agreed to conclude this contract, in compliance with the following clauses:

### II. SUBJECT OF THE CONTRACT

2.1. The object of the Contract is:

- Water and sewerage works for the reconstruction and change of partial destination (Block A and gallery block A<sup>1</sup>) of the Culture and Recreation Building of the Center for the Development of Local Affairs in Crihana Veche village, Cahul district on a project basis according to the Annex. No. 1 to this Contract.
- Installation works of the automated signaling and gas leak protection system installed at the Culture and Recreation Building of the Center for the Development of Local Businesses, block 1, 2 and 3 in Crihana Veche village, Cahul district based on project 24.P /C/2022-1,2,3-AAGI in accordance with Annex No. 2 to this Contract.

2.2. The Executor declares that he has tools, personnel, equipment and other materials necessary for the execution of the Works.

### III. DURATION OF THE CONTRACT

3. 1. This Contract will enter into force on the date of its signing by the Parties, the validity of which will produce effects until the works are executed and the amount established in point 4.1 of this contract is paid.

3. 2. The term of execution of the works is:

- 30 days from the date of access to the site for the initiation of works.

In the event of a delay in the execution of the works due to the Beneficiary's fault, the deadline for the execution of the works will be extended by the duration of this delay.

3. 3. The handover date is considered the date of signing by the Parties of the act of handover-handover of the works or the date of expiry of 15 (fifteen) days from the date of presentation by the Executor to the Beneficiary of the act of handover-handover of the works.

#### IV. THE PRICE OF THE CONTRACT

- 4.1. The price of the Contract is detailed according to the Annexes Nr. 1 & Nr. 2 to this contract. **The total price of the contract is 243 198.80 MDL, excluding VAT**
- 4.2. The VAT exemption is made in accordance with art. 104 CF of the Republic of Moldova and H.G. no. 246 of 08.04.2010 "on the way of applying fiscal and customs facilities related to the implementation of ongoing technical and investment assistance projects, which fall under international treaties to which the Republic of Moldova is a party".
- 4.3. The Beneficiary undertakes to present to the Executor the letter confirming the destination of the goods and the application of the VAT exemption to the Beneficiary/Buyer.
- 4.4. The Beneficiary undertakes to pay the Executor the total cost of the works according to the following schedule:
  - 50% in advance, within 5 days of the signing the contract.
  - 50% of the performed works will be paid within 15 days after the finishing of works.

#### V. AND CONDITIONS OF DELIVERY

- 5.1 This contract enters into force from the moment it is signed by both parties.
- 5.2 The Executor and the Beneficiary each appoint a person responsible for the coordination of the contract. The persons responsible are:
  - Beneficiary – Serghei, phone: 078000715, [aminasrl@amina.az](mailto:aminasrl@amina.az)
  - Executor: Iurii Zama, phone: 068282599, [iurii.zama@technotest.md](mailto:iurii.zama@technotest.md)

#### VI. RECEPTION OF WORKS

- 6.1. The reception of the executed works will be carried out by the Responsible appointed by the Beneficiary following the verification of the technical characteristics of the services, goods and works. The minutes of handover and receipt of the works/goods/services will be drawn up in writing, in 2 (two) copies, except in cases where the Beneficiary will submit objections, so the act of reception will be signed only after removing the deficiencies or detected defects. It will be signed by the persons in charge of the contracting parties and will contain the following information: the name of the object, the delivered equipment, the execution term, the quantity and the total value of the contract.
- 6.2. The Beneficiary verifies the results of the works within a period not exceeding 15 (fifteen) days and, depending on the results of the verification, he has the right to either accept the results of the works, or request the removal of the detected shortcomings.
- 6.3. If, within the term indicated in point 6.2 of this Contract, the Beneficiary has not expressed his reasoned refusal to receive the results of the works or has not requested the introduction of changes, the results of the works will be considered accepted in full.

#### VII. THE RIGHTS AND OBLIGATIONS OF THE BENEFICIARY

- 7.1. The beneficiary undertakes:
  - a) to ensure the Executor free access to the territory where the works are to be executed;
  - b) to check the quality of the works upon their reception, after which to sign the Act of Reception;
  - c) to make the payment according to Chapter IV of this contract;
  - d) to tacitly comply with other obligations assumed by this contract.
  - e) to provide support in communication with the Beneficiary Institutions of the works for the purpose of unsealing the meters by the public utility.
- 7.2. The beneficiary is entitled to:
  - a) to check the quality of the works, at any stage of their execution;
  - b) to offer in writing, through his representative, provisions to the Executor that he considers necessary for the proper execution of the contract;
  - c) to refuse to sign the Receipt Act if the works were performed improperly/incompletely, or in violation of technical and security regulations.

#### VIII. RIGHTS AND OBLIGATIONS OF THE EXECUTIVE

- 8.1. The executor undertakes:
  - a) to start and complete the contract in the terms indicated in this Contract;
  - b) to comply with the rules regarding security techniques, the environment, other mandatory rules established by normative and legislative acts in the process of executing the works;

- c) to restore, upon completion of the contract, the cleaning at the place of installation of the equipment, as well as on the related lands;
  - d) bear the expenses necessary for the execution of the provisions of the Contract, transport, travel, work expenses, expenses incurred during inspection tests, obtaining certificates, special tests, etc.;
  - e) immediately notify the Beneficiary of any circumstance that prevents or delays the execution of the contract;
  - f) hand over the executed works to the Beneficiary, based on the Acceptance Act;
  - g) tacitly comply with other obligations assumed by this contract;
  - h) remove from the own account the shortcomings and/or defects detected by the Beneficiary upon receipt of the goods;
  - i) to ensure on his own account and risk during the execution of the works the compliance with the norms of labor legislation, safety and health at work for his employees who are trained in the construction works on the construction site, to comply with the legislation in the field, to comply with the norms in the field of environmental protection, the security technique to avoid accidents with his staff, or with any person, who visits the construction site and bears full responsibility for any accidents at work or other times committed due to his negligence or culpa, for the period of fulfilling his obligations stipulated in the present Contract;
  - j) to notify the Beneficiary immediately if circumstances appear that threaten the quality of the works performed;
  - k) not to allow unauthorized or foreign persons access to the work site;
  - l) Contractor is obliged to execute works without material defects.
- It is without material defects works which, when transferring risks, have the agreed characteristics. In particular, the following characteristics are considered agreed:
- a) which correspond to the description given by the Contractor;
  - b) corresponding to the requirements for which the Beneficiary requests the works.

8.2. *The executor is entitled:*

- a) to request from the Beneficiary the necessary documentation for the execution of the contract;
- b) to request payment for the works performed in accordance with the provisions of the Contract.

**IX. WARRANTY PERIOD**

- 9.1. The warranty period for the works will be 12 months from the date of signing the act of delivery - receipt.
- 9.2. The Beneficiary is obliged to check the quality and quantity of the works upon their receipt/handover.
- 9.3. The executor is not responsible for the quantitative insufficiency of the works after signing the act of delivery - acceptance.
- 9.4. If the works prove to be defective during the warranty period or do not correspond to the technical specifications, then the Executor will be obliged at his own expense to remove the defects by repairing or replacing the defective parts, at the written request of the Beneficiary, within 22 working days, taking into account execution and production times in case it is necessary to replace defective parts with new ones.
- 9.5. The transport costs related to the replacement of defective works or their repair in the case of warranty shall be borne by the Executor.
- 9.6. The Beneficiary's request related to the warranty period will not absolve him in any way from the payment obligation established in the contract.
- 9.7. Requests for the repair of defects will not be accepted in the event of minor deviations from the applicable specifications or in the case of minor defects adverse to use.
- 9.8. No guarantee is granted for normal wear and tear or damage to the goods due to the Beneficiary's fault, fault or negligence, the guarantee does not apply even if the requirements for normal exploitation of the goods have not been met.
- 9.9. The Executor will not grant any warranty to the affected work, if the Executor or a third party - without the written consent of the Executor - will make changes, repairs and/or replacements during the Warranty Period.
- 9.10. The warranty does not apply under the following conditions: negligence, misuse, theft, vandalism, fire, water, electrical voltage and voltage variations or other calamities, or due to conditions outside the specifications, including but not limited to temperature, humidity, dust or causes other than normal use, installations, changes or repairs made by someone other than the Executor or without the written approval of the Executor, defective structural work or any other influences not regulated by this contract.

- 9.11. Complaints regarding hidden defects or deviations from the terms of the contract that could not be discovered at the time of receipt of the works are submitted to the Contractor immediately after their discovery, within the warranty period indicated in point 9.1. of this Contract.

#### **X. LIABILITY AND PENALTIES**

- 10.1. For the non-execution or improper execution of the obligations of this contract, the Executor and the Beneficiary bear material liability in accordance with the provisions of this contract and with the legislation in force.
- 10.2. If the Beneficiary delays making a payment on the due date/on time, the Executor reserves the right to claim, starting from the due date, late payment penalties in the amount of 0.1% of the value of the goods, for each day of delay.
- 10.3. If the Executor delays the execution of the works within the set deadline due to his fault, the Beneficiary reserves the right to claim, starting from the due date, delay penalties in the amount of 0.1% of the value of the works not delivered within the deadline for each day of delay.
- 10.4. In case of non-compliance by the Beneficiary with the conditions related to installation, operation, commissioning and use, any claim against the Executor is excluded.
- 10.5. The parties, jointly and severally, assume the obligation not to present to other third parties, without mutual agreement, information related to the object and clauses of this Agreement, as well as other information and documents that they will have as a result of the execution of this Agreement.

#### **XI. IMPEDIMENT**

- 11.1. The contracting parties shall be exempted from liability if they prove that the non-performance or improper performance of the contractual obligations was due to an impediment beyond the control of the parties. Impediments beyond the control of the parties are recognized as unforeseen circumstances of an exceptional nature, the occurrence, development and consequences of which are impossible to prevent by the will of the parties, namely: fires, floods, earthquakes, war, etc., which have the effect of making it impossible to perform the obligations assumed by this contract.
- 11.2. The qualification of the event of impediment outside the control of the parties will be based on the interpretation of the Chamber of Commerce and Industry of the Republic of Moldova.
- 11.3. In the case of impediment outside the control of the parties, the party that is unable to fulfill its contractual obligations on time will inform the other contracting party of this fact as soon as possible, with the attachment of the documents confirming this fact issued by the competent bodies.

#### **XII. NOTIFICATIONS**

- 12.1. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it will be sent to the address/headquarters provided in Title I of this contract.
- 12.2. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the addressee on the date mentioned in the notice of receipt of the correspondence.
- 12.3. Letters sent by electronic mail are accepted, each of which is to be confirmed by the correspondent.
- 12.4. Verbal notifications are not taken into account by any of the parties, if they are not confirmed, through one of the methods provided in the previous paragraphs or by e-mail.

#### **XIII. DISPUTES**

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Moldova.
- 13.2. In case of disagreements between the parties, arising from the execution of the provisions of this Agreement, they will be resolved amicably through direct conciliation.
- 13.3. If the Parties do not reach an amicable agreement regarding the interpretation, execution, payment, termination or nullity of the contract, they may file an action in court, against the defendant, to resolve the merits of the case, in compliance with the procedure established in Code of Civil Procedure of the Republic of Moldova.

#### **XIV. TERMINATION, TERMINATION OF THE CONTRACT**

- 14.1. This contract automatically terminates on the date of execution of all contractual obligations by the contracting parties.
- 14.2. This contract can be terminated at the written request of one of the parties to the contract according to the legislation in force.

- 14.3. This contract may be terminated in the event of essential non-performance or improper performance by one of the parties to this contract, within the meaning of the applicable civil law. Non-performance of the contractual obligation is essential in one of the following cases:
- a) substantially depriving the party of what could be expected under the contract, in relation to the entire contractual relationship;
  - b) the exact execution of the obligation is related to the essence of the contract;
  - c) it is intentional or grossly culpable;
  - d) gives the creditor a reason to believe that he cannot count on the execution of the debtor in the future.
- 14.4. The termination of this contract will not have any effect on the obligations already due between the contracting parties. The Beneficiary will be obliged to pay the Executor the price of the works already executed at the time of termination of the Contract.
- 14.5. In case of termination of this contract, the parties agree to convene a joint commission (composed of representatives of the parties), which evaluates the situation of the works actually executed, after which the amounts to be paid will be established in accordance with the provisions of the contract.

#### XV. FINAL TERMS

- 15.1. This Agreement will enter into force on the date of signature by both parties and will be valid until all contractual clauses are fulfilled.
- 15.2. Any changes to the Contract or the annexes are made only through additional Agreements, signed by both parties.
- 15.3. This contract, together with the appendices, which constitute an integral part of it, represents the will of the parties and removes any other verbal understanding between them, prior or subsequent to its conclusion.
- 15.4. Any inconsistency between the provisions of this contract and its annexes at the time of signing takes precedence over the contract.
- 15.5. None of the contracting parties shall assign the rights or delegate the execution of the contractual obligations to third parties, without the written consent of the other contracting party, and any such assignment shall be considered null and void, and the violation of this article shall be sanctioned with the obligation to pay damages.
- 15.6. By signing this contract, the parties accept that without prejudice to intellectual property rights, the Executor for the purpose of its own business may collect, store, use and copy any data (including personal data) received in accordance with this contract.
- 15.7. By signing this contract, the Beneficiary expresses his agreement regarding the use for marketing purposes by the Executor of the logo, name or other data received by the Executor in the process of perfecting, executing and completing this contract.
- 15.8. The parties declare that by signing this contract they have negotiated in good faith, and have agreed to each provision of this contract.
- 15.9. All Annexes, amendments and others referred to in this Agreement are an integral part of the Agreement.
- 15.10. This contract is drawn up in two copies, one for each party, with the same legal force.

Executor: "TECHNO TEST" SRL

Director

Gheorghe Burdila



(Signature)

Beneficiary: "Amina and S Services"

Project Director

Emil Khalilov



(Signature)