

DECLARAȚIE
privind experiența similară

1. Denumirea și obiectul contractului ”Îmbunătățirea infrastructurii publice și a performanței utilităților publice în anumite comunități locale – Proiecte de salubritate la scară mică în Moldova LOT 2, Îmbunătățirea sanitației în sat. Gălești, Căpriană, Scoreni r-nul Strășeni prin soluții descentralizate”
2. Numărul și data contractului Nr. 6550-00/2022 / 032 (Aussch/14-RE/2023 (032 - Lot 2 – Strasen) din 18.10.2024
3. Denumirea/numele beneficiarului Agencia Austriacă pentru Dezvoltare / Primăria s. Gălești; Primăria s. Căpriană; Primăria s. Scoreni
4. Adresa beneficiarului sat. Scoreni, Căpriană, Gălești, r-nul. Strășeni
5. Țara Republica Moldova
6. Calitatea în care a participat la îndeplinirea contractului Lider în asociere
(se notează opțiunea corespunzătoare)
7. Valoarea contractului

	exprimată în moneda în care s-a încheiat contractul	exprimată în echivalent dolari SUA
a) inițială (la data semnării contractului)	<u>1 820 061,11 euro</u>	<u>2 110 541,26 USD</u>
b) finală (la data finalizării contractului)	<u>1 820 061,11 euro</u>	<u>2 110 541,26 USD</u>
8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare:
nu este cazul
9. Perioada de executare a lucrării (luni)
 - a) contractată 6 luni
 - b) efectiv realizată 6 luni
 - c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul nu este cazul
10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor TAKING OVER CERTIFICATE Nr. 016 032 SSSSLOT2 20251218 TAKING OVER CERTIFICATE.DOCX Contractor's request for EOT din 18.12.2025. Proces Verbal de recepție la terminarea lucrărilor Nr. 05 din 18.06.2026; Nr. 06 din 18.06.2026; Nr. 07 din 18.06.2026
11. Principalele remedieri și completări înscrise în procesul-verbal de recepție nu sunt
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 nu sunt.

Data completării: 15.07.2026

Semnat: _____

Nume/prenume: Maracuța Veronica

Funcția în cadrul firmei: Inginer Secția Tehnică

Denumirea firmei: AM-Sisteme SRL

Digitally signed by Maracuța Veronica

Date: 2026.07.17 11:56:07 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ



Consortium of

AM SISTEME SRL

Stefan cel Mare street 1A

MD-3702 Straseni (Moldova)

Darnic-Gaz S.A.

1A Stefan cel Mare

MD-3702 Straseni (Moldova)

SC MONTEX-GAZ SRL

Mircesti 60

MD-2049 Chisinau (Moldova)

via ANKÖ and via E-Mail: andreimereacre@gmail.com

Vienna, 18 October 2024

**EU4Moldova: Local communities programme (LOCOMO) | Improved public
infrastructure and public utilities performance in selected local communities |
Small Scale Sanitation Projects in Moldova
Lot 2 | Award of the contract**

Dear Mr. Mereacre,

We are glad to inform you that we accept your offer and award the above-mentioned contract (Lot 2) to your Consortium AM SISTEME SRL, Darnic-Gaz S.A. and SC MONTEX-GAZ SRL, Stefan cel Mare street 1A, MD-3702 Straseni (Republic of Moldova) at a total price of **EUR 1,820,061.11** (excl VAT).

Upon receipt of this letter by you, the Contract enters into force and becomes binding without any further confirmation being required.

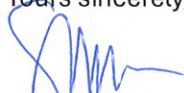
The following documents – in order as listed below – represent an integral part of the Contract:

- the Contract Agreement
- the Particular Conditions Part A – Contract Data
- the Particular Conditions Part B – Specific Provisions
- General Conditions
- the Works (Design)
- Tender Documents including Question and Answers Document in its final version
- your offer dated 6 June 2024, 6:25 pm, including price schedules and subsequently submitted documents and information.

As a matter of form, we will contact you soon to sign the copies of the Contract with all attachments.

Please note that the Contract Agreement (Part D1 – D3 of the tender documents) has been slightly amended as shown in the attachments. We are looking forward to the cooperation with you.

Yours sincerely,



Sandra Horina

Counsellor and Head of Coordination office for Technical Cooperation
of the Austrian Embassy, Chişinău

Attachments:

- the Contract Agreement
- the Particular Conditions Part A – Contract Data
- the Particular Conditions Part B – Specific Provisions
- General Conditions (An original copy of the General Conditions of Contract of FIDIC Red Book 1999 must be obtained from FIDIC)

GZ: Aussch/14-RE/2023

Kontakt:
Birgit Bichler
programme@ada.gv.at

An das
Koordinationsbüro
für Technische Zusammenarbeit
der Österreichischen Botschaft
Chişinău
MOLDAU

Wien, am 4. Oktober 2024

ADC-Projekt 6550-00/2022
EU4Moldova Local Communities (LOCOMO)
Tender 6 Small Scale Sanitation Systems (6 SSSS)

Die Austrian Development Agency (ADA) erteilt der Leiterin des Koordinationsbüros Chişinău, Sandra Horina, hiermit die Genehmigung, die Zuschlagserteilungen sowie die Verträge für alle 3 Lose zu unterzeichnen.

Es wird ersucht, jeweils eine Kopie der gegengezeichneten Original-Verträge per E-Mail an die Programm-Managerin zu schicken.

Mit freundlichen Grüßen

Austrian Development Agency

Botschafter Dr. Friedrich Stift, M.A.
Geschäftsführer

(elektronisch autorisiert)

CONTRACT AGREEMENT
Lot 2

This Agreement made on 18 October 2024

BETWEEN

- (I) **THE AUSTRIAN DEVELOPMENT AGENCY**, a company with limited liability, registered in the Companies Register at the Commercial Court of Vienna under FN 243529 g, having its registered office in Vienna and its business address at Zelinkagasse 2, 1010 Vienna, Austria, legally represented by Amb. Dr. Friedrich Stift as the Managing Director (the "**Agency**"); and
- (II) **THE MUNICIPALITY OF Scoreni (village)**, Moldova, represented by the Mayor, Svetlana Tabacari, acting based on the decision of the Law No. 436/2006 on Local Public Administration (the "**Municipality**" or the "**Employer**"); and
- (III) **THE MUNICIPALITY OF Galesti (village)**, Moldova, represented by the Mayor, Nicolae Budu, acting based on the Law No. 436/2006 on Local Public Administration (the "**Municipality**" or the "**Employer**"); and
- (IV) **THE MUNICIPALITY OF Capriana (village)**, Moldova, represented by the Mayor, Ion Scutaru, acting based on the Law No. 436/2006 on Local Public Administration (the "**Municipality**" or the "**Employer**"); and
- (V) the bidder consortium consisting of:

AM SISTEME SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1010600043517, having its registered office at MD-3701, street Ștefan cel Mare 1a, city Strășeni, Republic of Moldova, legally represented by Andrei Mereacre,

Darnic-Gaz S.A., a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1003601006407, having its registered office at MD-3702, street Ștefan cel Mare 1/A, city Strășeni, Republic of Moldova, legally represented by Filaret Mereacre,

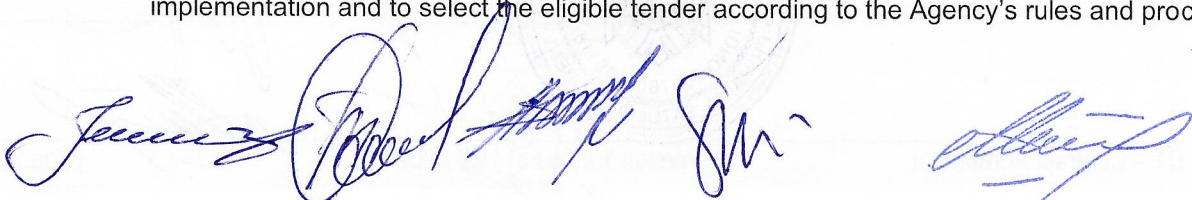
SC MONTEX-GAZ SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1004600020810, having its registered office at MD-2049, street Mircesti, 60, city Chisinau, Republic of Moldova, legally represented by Dan Mereacre,

as the Contractor,

individually referred to as the "**Party**" and collectively as the "**Parties**" in the present Contract.

WHEREAS:

- (A) On 14th December, 2021, ADA signed a Multi-Partner Contribution Agreement (MCPA) with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) and the European Union, undertaking the Action "EU4Moldova – Local communities" (hereinafter: "the Action") and the implementation of its component 2 and component 3/VET.
- (B) Three projects are implemented under component 2 referring to "Small Scale Sanitation Projects in Moldova" (the "**Projects**").
- (C) The MPCA foresees inter alia the financial contribution of the EU and Agency for the Project, where the Agency committed to enter into a procurement contract of the works necessary for the Projects implementation and to select the eligible tender according to the Agency's rules and procedures.



- (D) The Agency entered into a Cooperation Agreements with Moldovan parties to define their financial contributions, responsibilities and roles for the Project and works procurement contract successful implementation.
- (E) The Agency invited competitive proposals from eligible entities for implementing the Works as defined herein and in response thereto the Agency received proposals from several entities, including the Contractor for implementing the Projects;
- (F) After evaluating the competitive proposals, the Agency accepted the proposal submitted by the Contractor and issued the Letter of Acceptance dated 18 October 2024 to the Contractor, a copy whereof is hereto attached hereto;

NOW THEREFORE, the Parties have entered into this Contract on the terms and conditions 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. In consideration of the payment to be made to the Contractor as provided in the Contract, the Contractor hereby covenants with the Employer and the Agency to execute and complete the Works and remedy any defects therein in conformity in all respect with the provisions of the Contract.
3. 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.
4. The Agency will finance the Contract Price under this Contract for a maximum amount of **EUR 1.820.061,11 (One million eight hundred twenty thousand sixty-one and eleven cents EUR)**.
5. The documents named in Part 1.5 of the Particular Conditions of Contract shall be deemed to form and be read and construed as part of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by:

Mag. Sandra HORINA

Counsellor & Head of
Coordination Office for
Technical of the Austrian
Embassy, Chisinau

SIGNED by:

Svetlana TABACARI

Mayor of Scoreni

SIGNED by:

Andrei MEREACRE

Leading associate of the
consortium

for and on behalf of the **Agency**

for and on behalf of the
Employer (Municipality of
Scoreni)

for and on behalf of the
Contractor




SIGNED by:

Nicolae BUDU

Mayor of Galesti

for and on behalf of the
Employer (Municipality of
Galesti)

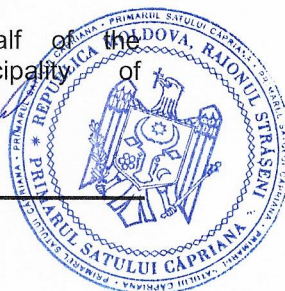


SIGNED by:

Ion SCUTARU

Mayor of Capriana

for and on behalf of the
Employer (Municipality of
Capriana)



Part D2 Particular Conditions Contract Lot 2

Sub-Clause	Data to be given	Data
1.1.1.2.	Employer's name and address:	(1) Scoreni village MD-3730, Scoreni village, Straseni rayon, Republic of Moldova. (2) Galesti village MD-3717, Galesti village, Straseni rayon, Republic of Moldova. (3) Capriana village MD-3712, Capriana village, Straseni rayon, Republic of Moldova
	Agency's name and address:	Austrian Development Agency registered office in Vienna and its business address at Zelinkagasse 2, 1010 Vienna, Austria Represented in Moldova by Horina Sandra, Head of Office, Coordination Office for Technical Cooperation of the Austrian Embassy, Chisinau sandra.horina@ada.gv.at And the LOCOMO Project Team Leader Artur.Profire@ada.gv.at
1.1.2.4.	Engineer's name and address:	Posch & Partners Consulting Engineers GmbH
1.1.2.7 & 6.9	Contractors and Contractor's Key Personnel names and contact details	1) AM SISTEME SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1010600043517, having its registered office at MD-3701, street Ștefan cel Mare 1/A, city Strășeni, Republic of Moldova Contractor's Representative: Mereacre Andrei: email: andrei.mereacre@term.md; phone: +373 69365252

Sub-
Clause

Data to be given

Data

Site foreman: Lazari Alexei:

email: alexei.lazari@term.md;

phone: +373 60666996

Site foreman: Scobici Sergiu:

email: info@darnicgaz.md ;

phone: +373 69777023

Environmental, Health and Safety Expert:
Fisticanu Alexei:

email: afisticanu@yahoo.com ;

phone: +373 79649999

Environmental, Health and Safety Expert:
Gutu Alexandru:

email: ahshionna@yahoo.co.uk;

phone: +373 60600672

2) Darnic-Gaz S.A., a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1003601006407, having its registered office at MD-3702, street Ștefan cel Mare 1/Aa, city Strășeni, Republic of Moldova,

3) SC MONTEX-GAZ SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1004600020810, having its registered office at MD-2049, street Mircesti, 60, city Chisinau, Republic of Moldova,

Site foreman: Mereacre Dan:

email: montexgaz@mail.ru;

phone: +373 69187635

1.1.3.3. Time for Completion:

240 calendar days from commencement date

1.1.3.7. Defects Notification Period (DNP):

365 days calculated from the Date of Completion of the Works in their entirety

Sub-
Clause

Data to be given

Data

1.3 (a)(ii) agreed methods of electronic transmission:

All communications shall be in writing and delivered by email. All communications shall be sent by email from the originator to each of the recipients of the original communication using email addresses agreed between Contractor, Engineer, Employer and the Agency following Contract signature. Such email shall state the date and time of submission.

The block contains four handwritten signatures in blue ink, written horizontally across the page. The signatures are stylized and appear to be of legal or official nature.

1.3(d) address of Employer for communications:

(1) Scoreni village

MD-3730, Scoreni village, Strasen
rayon, Republic of Moldova.

(2) Galesti village

MD-3717, Galesti village, Strasen
rayon, Republic of Moldova.

(3) Capriana village

MD-3712, Capriana village, Strasen
rayon, Republic of Moldova

address of Agency for communications:

Austrian Development Agency

registered office in Vienna and its
business address at Zelinkagasse 2, 1010
Vienna, Austria

Represented in Moldova by Horina
Sandra, Head of Office, Coordination
Office for Technical Cooperation of the
Austrian Embassy, Chisinau

sandra.horina@ada.gv.at

And the LOCOMO Project Team Leader

Artur.Profire@ada.gv.at

1.3(d) address of Engineer for communications:

Hristo Grozdev

grozdev@pap

1.3(d) address of Contractor for communications:

andreimereacre@gmail.com

AM SISTEME SRL: Stefan cel Mare street
1A, MD-3702 Strasen, Republic of
Moldova

Darnic-Gaz S.A: MD-3702, street Ștefan
cel Mare 1a, city Strășeni, Republic of
Moldova

SC MONTEX-GAZ SRL: MD-2049, street
Mircesti, 60, city Chisinau, Republic of
Moldova

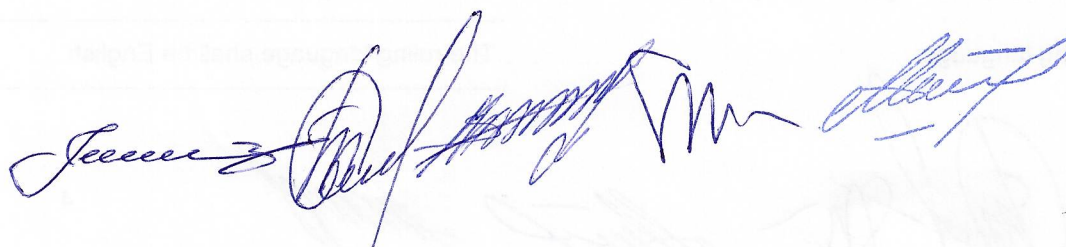
1.4. Contract shall be governed by the law of:

Law of the Republic of Austria

1.4. ruling language:

The ruling language shall be English

- | | | |
|-------|---|---|
| 1.4. | language for communications: | All communications shall be in English accompanied with uncertified translation in Romanian language. |
| <hr/> | | |
| 1.8. | number of additional paper copies of Contractor's Documents | 5 (five) copies |
-



Sub- Clause	Data to be given	Data
4.2.	Performance Security (as percentages of the Accepted Contract Amount in Currencies):	
	percent:	10 %
	currency:	EUR
6.5.	normal working hours on the Site	Normal working hours are: 8:00 a.m – 5:00 p.m. local time in Moldova. Locally recognized days of rest shall constitute all Saturdays and Sundays and all government recognized public holidays.
8.8.	Delay Damages payable for each day of delay	0.17 % per calendar day
8.8.	maximum amount of Delay Damages	17 %
14.2.	Advance Payment (as a Percentage of Accepted Contract Amount)	20 %
14.2.	Currency or currencies of Advance Payment	The Contract Price shall be paid in EUR.



Sub-Clause	Data to be given	Data
14.3.	period of payment	IPCs (with separation per individual project) to be submitted quarterly (within fourteen days of the end of each quarter of the year, e.g. between 1 Jan and 15 Jan, 1 Apr and 15 Apr etc.)
14.3.	percentage of retention	10 % of the Accepted Contract Amount
14.5(b)(i)	Plant and Materials for payment when shipped	[Sub-Clause 14.5 does not apply]
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	[Sub-Clause 14.5 does not apply]
14.6.2.	minimum amount of Interim Payment Certificate (IPC)	EUR 30.000,--
14.7(a)	period for payment of Advance Payment to the Contractor	42 days
14.7(b)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	56 days
14.7(b)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	56 days
14.7(c)	period for the Employer to make final payment to the Contractor	56 days
14.8.	financing charges for delayed payment (percentage points above the average bank short-term lending rate)	4 %
14.11.	number of additional paper copies of draft Final Statement	6 copies
14.15.	currencies for payment of Contract Price:	EUR
14.15(e)	rates of exchange	The Contract price shall be paid in EURO
18.1.	The Insuring Party	The Contractor
18.1.	Period for submission of Insurance	
	(a) Evidence of Insurance	15 days
	(b) Relevant policies	28 days
18.2 (d)	Maximum amount of deductibles for insurance of the Contractor's risk	EUR 10.000

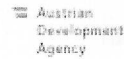
18.3	Minimum amount of third party insurance	EUR 2,5 Million
18.4.	Minimum amount of insurance for personnel	
	(a) In case of death	a) EUR 400.000
	(b) In case of injuries	b) EUR 200.000
18.5.	Minimum amount of professional liability insurance	EUR 2,5 Million
18.5.	Minimum period during which the Contractor shall maintain the professional liability insurance	5 years after the Commencement Date

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Implemented by

Building sustainable
economic growth
through innovation

PARTICULAR CONDITIONS (PC)

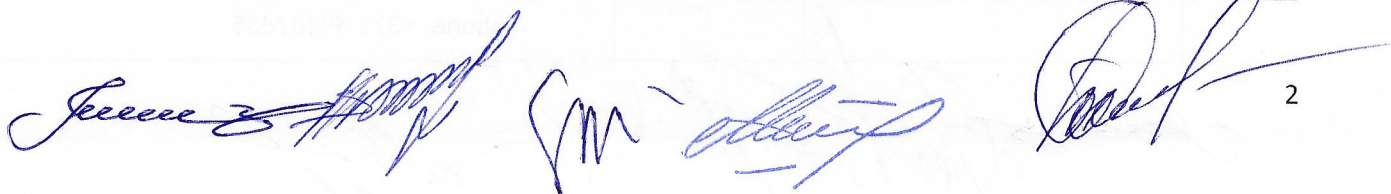
The following Particular Conditions of Contract shall supplement the General Conditions of Contracts. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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PART A – CONTRACT DATA

PCC - Part A – Contract Data

Conditions	Sub-Clause	Data
Contract name and identification Number:	N/A	EU4 MOLDOVA – Local Communities Programme (LOCOMO), Component 2: Improvement public infrastructure and public utilities performance in the selected local communities; Small Scale Sanitation Projects in Moldova; ADA Project Number: 6550-00/2022: EU Contract Number 2021/427-494
Employer's name and address:	1.1.2.2	THE MUNICIPALITY OF Scoreni (village), address: MD-3730, Scoreni village, Strasenii rayon, Republic of Moldova, represented by the Mayor, Svetlana Tabacari, acting based on the decision of the Law No. 436/2006 on Local Public Administration (the "Municipality" or the "Employer"), and THE MUNICIPALITY OF Galesti (village), address: MD-3717, Galesti village, Strasenii rayon, Republic of Moldova., represented by the Mayor, Nicolae Budu, acting based on the decision of the Law No. 436/2006 on Local Public Administration (the "Municipality" or the "Employer"), and The Vocational School from Capriana (village), Moldova, represented by the Mayor, Ion Scutari, (the "Employer")
Agency's name and address:	1.1.2.2	Austrian Development Agency registered office in Vienna and its business address at Zelinkagasse 2, 1010 Vienna, Austria Represented in Moldova by Horina Sandra, Head of Office, Coordination Office for Technical Cooperation of the Austrian Embassy, Chisinau sandra.horina@ada.gv.at And the LOCOMO Project Team Leader Artur.Profire@ada.gv.at
Contractor's name and address:	1.1.2.3	Consortium 1) AM SISTEME SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1010600043517, having its registered office at MD-3701, street Ștefan cel Mare 1/A, city Strășeni, Republic of Moldova 2) Darnic-Gaz S.A., a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1003601006407, having its registered office at MD-3702, street Ștefan cel Mare 1/Aa, city Strășeni, Republic of Moldova 3) SC MONTEX-GAZ SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1004600020810, having its registered office at MD-

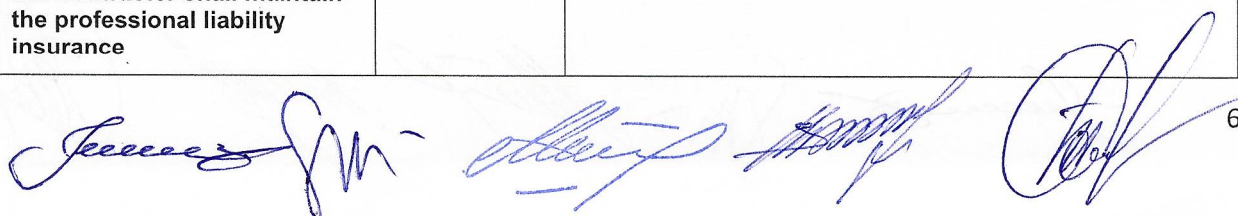


Conditions	Sub-Clause	Data
		2049, street Mircesti, 60, city Chisinau, Republic of Moldova
Engineer's name and address:	1.1.2.4	<i>Posch and Partner GmbH, Sebastian-Kneipp-Weg 17, 6020 Innsbruck, Austria</i>
Contractor's Key Personnel names and contact details:	1.1.2.7 & 6.9	1) AM SISTEME SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1010600043517, having its registered office at MD-3701, street Ștefan cel Mare 1/A, city Strășeni, Republic of Moldova Contractor's Representative: Mereacre Andrei: email: andrei.mereacre@term.md; phone: +373 69365252 Site foreman: Lazari Alexei: email: alexei.lazari@term.md; phone: +373 60666996 Site foreman: Scobici Sergiu: email: info@darnicgaz.md; phone: +373 69777023 Environmental, Health and Safety Expert: Fisticanu Alexei: email: afisticanu@yahoo.com; phone: +373 79649999 Environmental, Health and Safety Expert: Gutu Alexandru: email: ahshionna@yahoo.co.uk; phone: +373 60600672 2) Darnic-Gaz S.A., a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1003601006407, having its registered office at MD-3702, street Ștefan cel Mare 1/Aa, city Strășeni, Republic of Moldova 3) SC MONTEX-GAZ SRL, a company duly incorporated and existing under the laws of the Republic of Moldova, state registration number 1004600020810, having its registered office at MD-2049, street Mircesti, 60, city Chisinau, Republic of Moldova, Site foreman: Mereacre Dan: email: montexgaz@mail.ru; phone: +373 69187635

Conditions	Sub-Clause	Data
Time for Completion of the Works:	1.1.3.3	240 calendar days from Commencement Date
Time for Completion of each Section:	1.1.3.3	If Sections are to be used, refer to Table: Summary of Sections below.
Defects Notification Period:	1.1.3.7	365 calendar days
Parts of the Works that shall be designated a Section for the purposes of the Contract:	1.1.5.6	If Sections are to be used, refer to Table: Summary of Sections below.
Agreed systems of electronic transmission:	1.3	<i>Email</i>
Governing Law:	1.4	Contract shall be governed by the law of the Republic of Austria.
Ruling Language:	1.4	<i>English language</i>
Language for communications:	1.4	<i>English language</i>
Time for access to the Site:	2.1	No later than the Commencement Date.
Engineer's Duties and Authority:	3.1	The Engineer shall obtain the specific approval of the Employer (and from the Agency for changes in Contract Price and Time for Completion) in the following instances (checked boxes): ☒ Issuing any instruction resulting in substantial changes to the Works, or an increase of the Contract Price and/or an extension of the Time for Completion; ☒ Proceeding to Determination under Sub-Clause 3.5; ☒ Issuing Interim Payment Certificate under Sub-Clause 14.6; ☒ Issuance of a Taking Over Certificate under Clause 10; ☒ Instructing a Variation under Sub-Clause 13.1, and/or approving a proposal for Variation under Sub-Clause 13.3 submitted by the Contractor in accordance with Sub-Clause 13.1 or 13.2; ☒ Specifying the amount payable in each of the applicable currencies under Sub-Clause 13.4; ☒ Instruction for use of Provisional Sums under Sub-Clause 13.5; ☒ Change of Contractor's Personnel under Sub-Clause 6.9; ☒ Determining or agreeing new rates and prices;
Performance Security:	4.2	The Performance Security will be in the form of a demand guarantee in the amount(s) of 10 percent of the Accepted Contract Amount for the Construction and in the same currency(ies) of the Accepted Contract Amount. The performance Security shall be issued either: (a) by a commercial bank located in the country of the Employer, or (b) by a foreign bank through a correspondent commercial bank located in the country of the Employer. The foreign bank shall not issue the performance security directly to the Employer.
Subcontractors:	4.4	Direct payment of Subcontractors is allowed: o yes / x no
Nominated Subcontractors:	4.5	The Employer intends to have certain specific parts of the Works executed by the following nominated Subcontractors:

Conditions	Sub-Clause	Data
		<i>Not applicable</i>
Period for notification of errors, faults and other defects in the Employer's Requirements:	5.1	Within 28 calendar days after the Commencement Date.
Normal working hours on the Site:	6.5	8 hours / working day
Locally recognized days of rest:	6.5	1 day / week
Extension of Time for Completion / Exceptionally adverse climatic conditions	8.4	The following climate conditions are considered as exceptionally adverse for the purpose of an extension of the Time for Completion: • Rainfall • Wind speed • Temperature • Flooding Within the following limits: a) Adverse conditions of a return period (in years) corresponding to $5 \times (TfC + \Sigma EoT)$ where TfC = Contractual time for completion including period of defects notification (in years); ΣEoT = Sum of all extensions of time covered in the respective addenda to the contract. b) Adverse conditions at Site prevail for more than 7 consecutive days within one contract year. c) Weather records of the official meteorological station closest to the site shall be used for establishing the applicable criteria.
Delay damages for the Works:	8.7 & 14.15(b)	0.17 % of the Accepted Contract Amount per day, in the currencies and proportions in which the Contract Price is payable.
Maximum amount of delay damages:	8.7	17 % of the Accepted Contract Amount.
Percentage rate to be applied to Provisional Sums:	13.5(b)(ii)	5 % if applicable
Contract Price to be adjusted for changes in cost as further detailed in the Schedule of Payments:	13.8	o yes / x no
The Contract Price:	14.1	<i>The following taxes, duties and fees exemptions apply to the Contract:</i> The Contractor is aware of VAT payable in Moldova, according to the government decision of the Republic of Moldova no.246 of 8 April 2010 zero VAT is applied for the requested works as they are delivered on the territory of the Republic of Moldova and are aimed for a technical assistance project. Nevertheless, any taxes arising out of the contract shall be born by the contractor.
Amount of advance payment (percent of Accepted Contract Amount):	14.2	Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount for the Design-Build is payable: 20 % The advance payment guarantee shall be issued either: (a) by a commercial bank located in the country of the Employer (Republic of Moldova) or member states of the European Union

Conditions	Sub-Clause	Data
		(b) by a foreign bank through a correspondent commercial bank located in the country of the Employer (Republic of Moldova) or member states of the European Union. The foreign bank shall not issue the advance payment guarantee directly to the Employer. If requested by the Engineer, the Contractor shall demonstrate that advance payment has been used for its proper purpose, including paying for Materials, Plant, and Contractor's Equipment, and the Contractor shall submit to the Engineer documentary evidence of (i) payments made (details of payment and acknowledgement of receipt of payment) to any manufacturers, suppliers, subcontractors and providers of services, and (ii) any other mobilization expenses.
Number and timing of instalments	14.2	1
Start of repayment of Advance Payment	14.2 (a)	When payments are 15 % of the Accepted Contract Amount less Provisional Sums
Percentage deductions for the repayment of the advance payment:	14.2	25 %
Requirements for submission of Statements:	14.3	5 hard copies + 1 digital copy
Percentage of Retention:	14.3 (c)	10 %
Limit of Retention Money:	14.3 (c)	10 % of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificate:	14.6	5 % of the Accepted Contract Amount
Currencies, proportions and rates of exchange of Contract Price:	14.15	The Contract price shall be paid in EURO
Currencies of Payment of damages shall be:	14.15	Delay damages and performance damages shall be paid in EURO.
Maximum total liability of the Contractor shall not exceed:	17.6	1.15 times the Accepted Contract Amount
The Insuring Party	18.1	The Contractor
Period for submission of Insurance:	18.1	
a) Evidence of insurance		15 days
b) Relevant policies		28 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	EURO 200,000
Minimum amount of third party insurance	18.2	EURO 2,5 Million
Minimum amount of insurance for personnel	18.3	
a) In case of death		a) EURO 400,000
b) In case of injuries		b) EURO 200,000
Minimum amount of professional liability insurance	18.4	EURO 2,5 Million
Minimum period during which the Contractor shall maintain the professional liability insurance	18.4	5 years from Commencement Date



PART B – SPECIFIC PROVISIONS

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

Applies to all Clauses of the GCC	All bank guarantees to be provided by the Contractor under the present Contract must be issued by a bank with its seat in a member state of the European Union or Moldova and a Long Term Issuer Credit Rating in the “investment grade” range (this is equivalent to a Moody’s rating of Baa3 or better or a Standard and Poor’s or Fitch rating of BBB- or better), whereas the respective Moldovan bank should have an average liquidity ratio (as reported by the National Bank of Moldova https://www.bnm.md/bdi/pages/reports/drsb/DRSB1.xhtml under Principle I for long term-liquidity ratio) for the last 3 financial years or minimum or equal to 0.69 and maximum or equal to 0.85).
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1. GENERAL PROVISIONS

Sub-Clause 1.1.4.1	<i>Amend the sub-clause 1.1.4.1 to be read as follows:</i>
“Accepted Contract Amount”	„Accepted Contract Amount” means the amount indicated by the Bidder in the offer letter as „GRAND TOTAL BID PRICE” .
Sub-Clause 1.1.4.2	<i>Add as sub-paragraph 1.1.4.2 a defined term to read as follows:</i>
“Contract Price”	“Agency Funding” means the maximum amount of EUR 1.820.061,11 (One million eight hundred twenty thousand sixty-one euro and eleven cents) .
Sub-clause 1.1.2.2 “Employer”	<i>Amend the sub-clause 1.1.2.2 to be read as follows:</i> “Employer” means the Municipality of Scoreni (village), Moldova, represented by the Mayor, Svetlana Tabacari, acting based on the decision of the Law No. 436/2006 on Local Public Administration, “Employer” means the Municipality of Galesti (village), Moldova, represented by the Mayor, Nicolae Budu, acting based on the decision of the Law No. 436/2006 on Local Public Administration, “Employer” means the Municipality of Capriana (village), Moldova, represented by the Mayor, Ion Scutaru, acting based on the decision of the Law No. 436/2006 on Local Public Administration, who will jointly execute the rights and are jointly and severally liable for all obligations of the Employer under this Contract and will be responsible toward the Agency.
Sub-Clause 1.1.1.4 “Letter of Tender”	<i>Amend the sub-clause 1.1.1.4 as follows:</i> “Letter of Tender” means the Last and Final Offer submitted by the Contractor during the procurement procedure.
Sub-clause 1.1.2.1 „Party”	<i>Amend the sub-clause 1.1.2.1 to be read as follows:</i> „Party” means the Employer, or the Contractor, or the Agency, as the context requires.

	„Parties” means all the Employer, the Contractor, and the Agency. Any reference in the Contract to “both Parties” shall be construed as a reference to all four Parties of the Contract. <i>Add as sub-paragraph 1.1.2.1 a defined term to read as follows:</i> „Agency” means the Austrian Development Agency, a company with limited liability, registered in the Companies Register at the Commercial Court of Vienna under FN 243529 g, having its registered office in Vienna and its business address at Zelinkagasse 2, 1010 Vienna, Austria responsible for providing funds under the EU Delegation Agreement. Taking into account the specific requirements under the Delegation Agreement, the Employer and Agency have rights to perform all activities relating to the management of the Works, which includes the control over the activities of the Contractor during the execution of the Works, the right to give binding instructions and directions to the Contractor, the right to verify of the Payment Certificates in accordance with the Contract, as well as other rights that are explicitly stated in the Contract or indirectly from it can be derived. <i>Add as sub-paragraph 1.1.2.1 defined term to read as follows:</i> „Multi-Partner Contribution Agreement (MPCA)” means a Multi Partner Contribution Agreement, signed by the Agency and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) and the European Union, undertaking the Action “EU4Moldova – Local communities” (hereinafter “the Action”) and the implementation of its component 2 and component 3 / VET.
Clause 1.3. “Notices and other Communications”	<i>Amend the clause 1.3 as follows:</i> To add after the wording “or the authorised representative of the Employer” the wording “or of the Agency”. <i>Amend the paragraph following clause 1.3 (“Wherever these conditions...”)</i> <i>by changing the last sentence of the paragraph to read as follows:</i> An electronically transmitted Notice or other communication is deemed to have been received on the day after transmission, provided the sender can either provide a confirmation of receipt (e.g. a “Read Receipt”) or can prove that it has been delivered to the recipient system (e.g. using log files of the mail system used or a “Notification of Delivery” generated by the e-mail-system) and that no non-delivery notification was received by the sender. <i>The following paragraph shall be added:</i> All Notices or certificates issued by the Contractor to the Employer shall be issued simultaneously to the Agency and communicated to the Agency according to this Contract.
Clause 1.5 “Priority of Documents”	<i>Amend the first two paragraphs of clause 1.5 as follows (the last paragraph of clause 1.5 remains unchanged):</i>

	The documents forming the Contract are to be taken as mutually explanatory of one another. If there is any conflict, ambiguity or discrepancy, the documents shall be in accordance with the following sequence: (a) the Contract Agreement (b) the Particular Conditions Part A – Contract Data (c) the Particular Conditions Part B – Specific Provisions (d) these General Conditions (e) the Works (Design) (f) Tender Documents incl Question and Answers Document in its final version (g) the Offer submitted by the successful bidder on 06 June 2024 4:25 pm, incl price schedules and subsequently submitted documents and information.
Clause 1.6 “Contract Agreement”	<i>Amend the clause 1.6 as follows:</i> The obligations of the Contractor under this Contract become effective as on the date of the receipt of the Letter of Acceptance by the Contractor. The Parties shall sign a Contract Agreement within 35 days after the Contractor receives the Letter of Acceptance. The Contract Agreement shall be based on the form annexed to the Particular Conditions. The signing of the Contract Agreement represents a formal requirement which serves for purposes of documentation only. The costs of stamp duties and similar charges (if any) in connection with entry into the Contract Agreement shall be borne by the Contractor. If the Contractor comprises a JV, the authorised representative of each member of the JV shall sign the Contract Agreement.
Clause 1.7. „Assignment”	<i>The following paragraph shall be added:</i> In derogation to the paragraph (b) above of this clause 1.7, the Contractor may, as security in favour of a bank or financial institution, assign the Contractor’s right to any moneys due, or to become due, under the Contract with the prior agreement of the Agency and the Employer. Notwithstanding the above, the Agency is entitled to assign or transfer all rights and obligations under the Contract, in particular all warranty and damage claims, to the Employer parties without prior consent of any Party. If the Agency should proceed to such an assignment or transfer of its rights under the Contract, it shall send to the Contractor and the Employer a written notice informing them of such fact. Following such notice, the Employer having been assigned or transferred the Agency’s rights and obligations under the Contract shall take the Agency’s contractual position, while the Agency shall be released from the Contract and free from all and any obligations from the Contract.
Clause 1.10 “Employer’s Use of Contractual Documents”	<i>Amend the clause 1.10 paragraph two as follows:</i>

	After the wording "to give to the Employer" to add "and the Agency and the European Commission".
Clause 1.11 "Contractor's Use of Employer's Documents"	<i>The following paragraph shall be added:</i> The provisions of this clause shall also apply to documents made by (or on behalf of) the Agency.
Clause 1.12 "Confidential Details"	<i>Amend the first paragraph of clause 1.12 as follows:</i> The Contractor shall disclose all such confidential and other information as the Employer, the Agency or the European Commission may reasonably require in order to verify the Contractor's compliance with the Contract. In addition, the Contractor shall disclose all such confidential and other information as the Agency may reasonably require in order to comply with requests for information from the European Commission, audit institutions or other institutions to which the Agency is obliged to provide information under contracts or by law. <i>The following paragraph shall be added:</i> Considering that the Works under this Contract are financed by the European Union and the Agency within the implementation of assistance under the Framework Agreement, neither the European Commission nor the Agency shall not have third party status in the sense defined in this Sub-Clause, and shall have access to all documents, information or any other material upon request. The same applies to any auditors appointed by the European Commission or by the Agency or authorised by statute of by contract to audit work financed by the European Commission or the Agency. The provisions of this Sub-Clause shall remain valid also for an unlimited period after the expiration or termination of this Contract. In addition to the above the Parties hereunder shall ensure an appropriate protection of personal data in accordance with the Applicable Laws.
Clause 1.13 "Compliance with laws"	<i>The paragraph a) of the Sub-Clause 1.13 is amended and shall read as follows:</i> a) the Contractor shall be responsible for: - obtaining and maintaining all permits, permissions, licences and/or approvals as required by the Laws that are necessary for the performance of the Contract and as specified within the Contract and the Tender Documents, as well as any authorizations and certifications necessary to be obtained and maintained for staff of the Contractor for the performance of the Contract as required by Laws; - obtaining and maintaining any and all necessary environment related permits, permissions, licenses, certifications and/or approvals required for the specific work to be performed, and to comply with any and all



	rules and regulations under the Law. Documentation demonstrating compliance for verification purposes is necessary and is to be provided to the Agency; <i>The following paragraph shall be added:</i> The costs for the permits, permissions, licences and/or approvals obtained by the Contractor in the name of the Employer as required by this Contract are covered by the Contract Price.
Clause 1.15 „Limitation of Liability”	<i>The following paragraph shall be added:</i> Employer shall be solely responsible towards the Contractor and competent authorities to comply with its obligations as Employer under this Contract and/or according to the respective mandatory provisions of the Applicable Laws of the Republic of Moldova. For the avoidance of any doubt the Agency shall have no responsibility as Employer under this Contract or under any Applicable Laws, and shall be responsible for the provision and administration of the Agency’s Funding as set out in this Contract.
Clause 1.15 „Agency’s Role”	<i>Add as clause 1.15 a new clause to read as follows:</i> Agency’s Role The Agency shall have the rights, under this Contract to perform all activities relating to the management of the Works, which includes the control over the activities of the Contractor during the execution of the Works, the right to give binding instructions and directions to the Contractor, the right to verify the Payment Certificates in accordance with the Contract, as well as other rights that are directly or indirectly stated in the Contract. This includes all rights of the Employer. The Employer hereby commits to give instructions to the Contractor only jointly with the Agency. The Agency may give instructions and orders to the Contractor which may have an impact on the Contract Price or which may lead to an extension of the Completion Day or interim deadlines set in the Works Performance Schedule and this Contract, without the Employer’s consent. Furthermore, wherever in the Contract the Employer is entitled to take a specific action it shall be deemed that such a right is conditioned by prior explicit approval of the Agency. Employer and Agency are independently responsible for their respective obligations under this Agreement. The Agency is not responsible for the Employer’s failure to perform its obligations under this Contract. The Employer is not responsible for the Agency’s failure to perform its obligations under this Contract.
Clause 1.16.	<i>Add as clause 1.16 new clause to read as follows:</i>

Inspections by the Employer and financiers	Inspections by the Employer and financiers
	(1) Employer, the Agency, and the European Commission may supervise the execution of the Works, through their authorized representatives, in compliance with the contractual provisions. For such purpose, the Contractor shall facilitate in any reasonably required manner access of the Employer's, Agency's or European Commission's representative(s) or any other third party indicated in writing by the Employer, the Agency or the European Commission or accompanied by the same, to the Site and/or the plant or other place of the Contractor or his subcontractor(s). (2) In addition to the above, the Contractor shall permit the Agency and/or persons appointed by the Agency to inspect the Site and/or the accounts and records of the Contractor and its subcontractors relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Agency if required by the Agency. The Contractor's attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Agency's inspection and audit rights provided for under Sub-Clause 1.16 constitute a prohibited practice subject to contract termination. (3) For a period of five years from the End Date of the Contribution Agreement and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to any of the Parties in connection to this Contract, has been disposed of, the Parties hereunder shall keep and make available according to the paragraph (4) of this Sub-Clause all relevant financial information (original or copies) related to the Contract. (4) The Parties hereby undertake to: (a) allow the European Commission, or any authorized representatives to conduct desk reviews and on-the spot checks on the use made of the EU contribution on the basis of supporting accounting documents and any other document related to the financing of the Action; (b) agree that OLAF may carry out investigations, including on-the-spot checks, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity; (c) agree that the execution of this Contract may be subject to scrutiny by the European Court of Auditors when the European Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Parties shall provide to the European Court of Auditors access to the information that is required for the Court to perform its duties;

	(d) to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Contribution Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Parties shall take all necessary measures to facilitate these checks. The documents and computerised data may include information which the Parties considers confidential in accordance with their own rules or as governed by contractual agreements. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation. Documents must be accessible and filed in a manner permitting checks, the respective Party being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review. (5) Any Party will inform the Employer of the planned on-the-spot missions by agents appointed by them in due time in order to ensure adequate procedural matters are agreed upon in advance. (6) All the rights and powers that are contained in this Sub-Clause 1.16 in the benefit of the Employer, the Agency or the European Commission shall also be applicable to the Austrian Court of Auditors or other institutions with controlling powers under the Austrian law named by the Agency. (7) Failure by the Contractor and/or the Employer to comply with the obligations set forth in this Sub-Clause 1.16 constitutes a case of breach of a substantial obligation under this Contract.
Clause 1.17 Communication and visibility	<i>Add as clause 1.17 a new clause to read as follows:</i> The Employer and the Contractor shall, at their own cost and according to the Agency's instructions, in all publicity material, official notices, reports and publications related to this Contract, acknowledge that the Works under this Contract were carried out with the funding of the European Union and shall display the EU logo (twelve yellow stars on blue background) and ADC "with funding from" logo, as instructed by the Agency. In addition to the above, the Contractor shall, at its own cost, upon Agency instruction, display on Site in an appropriate way appropriate acknowledgement that the Works are carried out with funding by the European Union with the European logo (twelve yellow stars on a blue background) and ADC "with funding from" logo.

	Furthermore, the Employer and the Contractor authorizes the Agency to publish any information related to the implementation of this Contract to the extent to which the Agency is obliged to publish such information according to conditions imposed on the Agency through the Contribution Agreement. The Agency may provide the Employer and the Contractor with more detailed guidance on the application of this Sub-Clause, which shall be binding upon the Employer and the Contractor. Such guidance may include an obligation of the Contractor to itself publish information it would otherwise have to provide to the Agency under the present Sub-Clause.
Sub-Clause 1.18 Conflict of Interests	<i>Add as clause 1.18 a new clause 1.18 to read as follows:</i> Conflict of interests The Parties hereunder shall refrain from any action which may give rise to a conflict of interest. There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing this Contract is compromised. The Employer and the Contractor are required to disclose to the Agency: (a) any material personal interest that any of their officers, employees or agents may have in a matter relating to this Contract; and (b) any other interest in a matter relating to the Contract, which may give rise to, or be perceived to give rise to, a real or substantial possibility of conflict. The Employer and/or the Contractor is required to disclose such conflict of interest in writing immediately on becoming aware of the interest to the Agency.

3. THE CONTRACTOR

Sub clause 4.1. Contractor's General Obligations	<i>The following paragraph shall be added:</i> All equipment, material and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Agency and/or the European Union. In every case, equipment, material and services sourced from Moldova, the European Union, the European Economic Area, EFTA and Switzerland shall be eligible. In addition to the above, the Contractor has the obligation to examine and verify all the documents provided under this Contract before starting the Works or ordering any materials, plant or supplies in order to ensure: a) such documents are fit for the purposes of the Works as set out in this Contract;
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	b) co-ordination between the various elements comprising the Works, as well as the contractors responsible for the realization of the other construction projects (if any) for the purpose of Contract implementation; c) conformity with statutory requirements, regulations, government authority requirements, and other applicable laws and standards under the laws of the Republic of Moldova.
Sub-clause 4.2 Performance Security	<i>Amend the first paragraph of clause 4.2 as follows:</i> Contractor's obligations The Contractor shall deliver the Performance Security to the Agency, with a copy to the Employer, within 28 days after receiving the Letter of Acceptance. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) to which the Agency gives consent and shall be in the form annexed to the Particular Conditions, or in another form agreed by the Agency (but such consent and/or agreement shall not relieve the Contractor from any obligation under this Sub-Clause). The Contractor shall ensure that the Performance Security remains valid and enforceable until the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site]. If the terms of the Performance Security specify an expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days before the expiry date, the Contractor shall extend the validity of the Performance Security until the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site]. Whenever Variations and/or adjustments under Clause 13 [Variations and Adjustments] result in an accumulative increase or decrease of the Contract Price by more than twenty percent (20%) of the Accepted Contract Amount: (a) in the case of such an increase, at the Agency's request the Contractor shall promptly increase the amount of the Performance Security in that currency by a percentage equal to the accumulative increase. If the Contractor incurs Cost as a result of this Agency's request; or (b) in the case of such a decrease, subject to the Agency's prior consent the Contractor may decrease the amount of the Performance Security in that currency by a percentage equal to the accumulative decrease. Claims under the Performance Security The Agency shall not make a claim under the Performance Security, except for amounts to which the Agency and/or the Employer is entitled under the Contract in the event of: (a) failure by the Contractor to extend the validity of the Performance Security, as described in this Sub-Clause, in which event the Agency

may claim the full amount (or, in the case of previous reduction(s), the full remaining amount) of the Performance Security;

- (b) failure by the Contractor to pay the Agency an amount due, as agreed or determined under Sub-Clause 3.5 [Agreement or Determination] or agreed or decided under Clause 20 [Disputes and Arbitration], within 42 days after the date of the agreement or determination or decision or arbitral award (as the case may be);
- (c) failure by the Contractor to remedy a default stated in a Notice given under Sub-Clause 15.1 [Notice to Correct] within 42 days or other time (if any) stated in the Notice;
- (d) circumstances which entitle the Agency to terminate the Contract under Sub-Clause 15.2 [Termination for Contractor's Default], irrespective of whether a Notice of termination has been given; or
- (e) if under Sub-Clause 11.5 [Remedying of Defective Work off Site] the Contractor removes any defective or damaged Plant from the Site, failure by the Contractor to repair such Plant, return it to the Site, reinstall it and retest it by the date of expiry of the relevant duration stated in the Contractor's Notice (or other date agreed by the Agency).

Any amount which is received by the Agency under the Performance Security shall be taken into account:

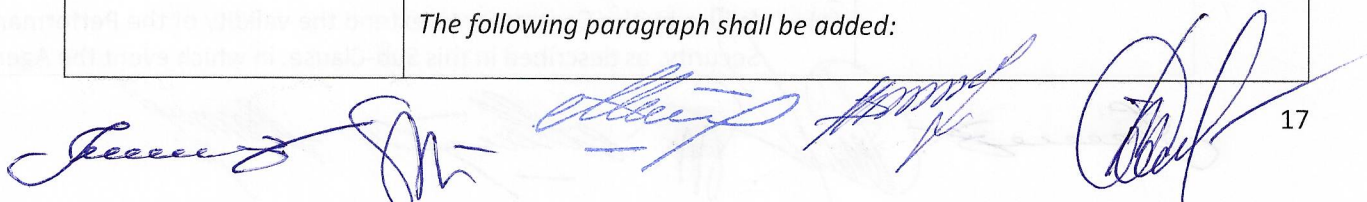
- (i) in the Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC]; or
- (ii) if the Contract is terminated, in payment due to the Contractor under Sub-Clause 15.2 [Payment after Termination for Contractor's Default], Sub-Clause 15.4 [Payment after Termination for Employer's Convenience], Sub-Clause 16.4 [Payment after Termination by Contractor], Sub-Clause 19.6 [Optional Termination], or Sub-Clause 19.7 [Release from Performance under the Law] (as the case may be).

4.2.3 Return of the Performance Security

The Agency shall return the Performance Security to the Contractor:

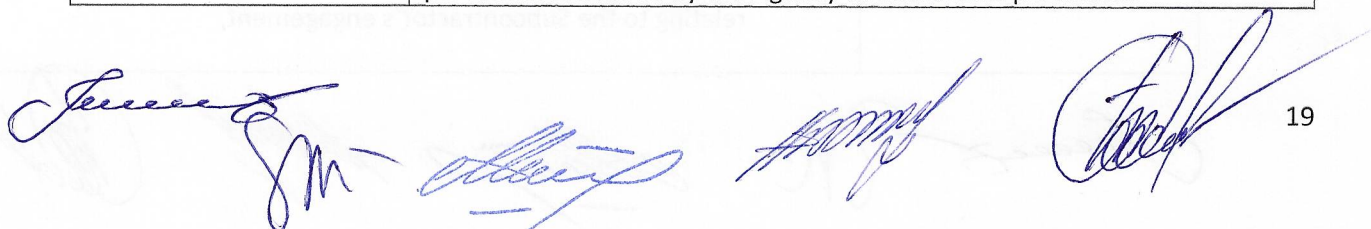
- (a) within 21 days after the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site]; or
- (b) promptly after the date of termination if the Contract is terminated in accordance with Sub-Clause 15.2 [Termination for Employer's Convenience], Sub-Clause 16.2 [Termination by Contractor], Sub-Clause 19.6 [Optional Termination] or Sub-Clause 19.7 [Release from Performance under the Law].

The following paragraph shall be added:



	The performance security shall be based on the sample form included in the Annex "FORM OF PERFORMANCE SECURITY - DEMAND GUARANTEE" of these Particular Conditions. The performance security shall be in the form of a Demand Guarantee in the amount of ten percent (10%) of the Accepted Contract Amount and in the same currency as the Accepted Contract Amount.
Sub-clause 4.4. Subcontractors	<i>The following paragraph shall be added at the end of the Sub-clause 4.4.:</i> In addition to the above, the Contractor is not allowed to subcontract whole or any part of its contractual obligations under this Contract without the written consent of the Employer and the Agency. Subcontracting shall be subject to the following conditions: a) The prior written consent of the Agency and Employer shall be required for subcontracting any part of the Works. In order to obtain the requisite consent, the Contractor shall provide to the Employer and the Agency the full name of the proposed subcontractor and up to date satisfactory references and financial checks for that entity. Contractor should also receive prior written consent of the Agency, if the Contractor intends to change a sub-contractor (including a supplier) that was nominated during procurement procedure. Agency will only agree, if the subcontractor fulfils all minimum requirements (including but not limited to suitability to pursue the professional activity in question technical (or professional) and economic ability to perform the Works under this Agreement in particular according to Part A1 – Tender Document. b) the Contractor shall give the Employer not less than 7 days notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such works on the Site, c) the Contractor is liable to ensure that all Subcontractors are suitable for the execution of the Works which they are undertaking, have the pertinent experience in handling construction projects of this type, size and complexity and are authorised to execute the contracted Works, e) the Agency has the sole discretion to request the replacement of Subcontractors where their performance or conduct is in its reasonable opinion unsatisfactory. If the Contractor fails to remove the Subcontractor within an adequate period from the Employer's written request to the Contractor, the Agency shall not be obliged to pay the Contractor for these elements of Work relating to the Subcontractor's engagement,

	The Contractor undertakes to include in each subcontract shall provisions which would entitle the Employer and/or the Agency to require the subcontract to be assigned to the Employer and/or Agency. At the request of the Employer and Agency, the Contractor shall assign to the Employer and Agency all claims the Contractor has against its Subcontractors and suppliers under or in connection with its contracts with the Subcontractors and suppliers to the Employer and Agency. Notwithstanding any such subcontracting, the Contractor shall remain wholly responsible for carrying out and completing the Works and its obligations in accordance with this Contract in all respects.
Sub-clause 4.11 Sufficiency of the Accepted Contract Amount	<i>The following paragraph shall be added at the end of the sub-clause 4.11:</i> The Contractor hereby unconditionally acknowledges and accepts that certain costs shall not be considered as eligible to be financed by the Agency and/or the Employer, so that the same cannot be included in the Contract Price and charged to the Agency and/or the Employer. For the avoidance of any doubt, the following costs shall not be considered as eligible to be financed by the Agency and/or by the Employer, so that the same cannot be charged by the Contractor to the Agency and/or the Employer: (a) duties, taxes and charges, including VAT, that are recoverable or from which the Contractor is entitled to be exempted; (b) debts and debt service charges; (c) provision for losses, debts or potential future liabilities; (d) banking charges for the transfer from the Agency; (e) costs of purchase of land and buildings; In addition to the above, the Contractor clearly acknowledges that Agency's payment responsibility under this Contract is capped up to the maximum amount of total Agency Funding specified in Sub-Clause 1.1.4.2 of this Contract, and it cannot be increased above the mentioned amount under any circumstances, unless otherwise explicitly determined in this Contract. In addition, the Agency's payment responsibility under no circumstances covers any works carried out by the Contractor after the end of the Implementation Period agreed by the Agency with the European Union under the Delegation Agreement EU Contract Number 2021/427-494 without written consent of the Agency.
Sub-clause 4.22 Security on the Site	<i>The following paragraph shall be added at the end of the sub-clause 4.22.:</i> In addition to the above shall be considered as authorised person any personnel identified by the Agency as authorized personnel.



6. STAFF AND LABOUR

Sub-clause 6.1	<i>The following paragraph shall be added:</i>
Engagement and Staff and Labour	The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity / paternity or holiday).
Sub-clause 6.2.	<i>The following paragraph shall be added:</i>
Rates of Wages and Conditions of Labour	Where the Contractor is party to a collective agreement or is otherwise bound by it, the Contractor shall comply with its terms and conditions. Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. Deductions must never lead to an employee receiving less than the applicable minimum wage. All workers shall be provided with clearly understandable verbal and written information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid in legal tender in full, on time and directly to the workers concerned. The Contractor shall maintain records of all payments and deductions made.
Sub-clause 6.4.	<i>The following paragraph shall be added:</i>
Labour Laws	The Contractor shall ensure that obligations to staff and labour under labour, employment, health and safety and social security laws and regulations arising from the employment relationship shall not be avoided through the use of labour-only contracting arrangements.
Sub-clause 6.5.	<i>The following paragraph shall be added:</i>
Working Hours	Hours of work shall comply with applicable laws, collective agreements and industry standards. Overtime shall be voluntary wherever possible, shall not be demanded on a regular basis and shall always be compensated at a premium rate.
Sub-clause 6.6.	<i>The following paragraph shall be added:</i>
Facilities for Staff and Labour	Where the Contractor provides living accommodation for workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. The accommodation shall comply with national legislation. The Contractor shall ensure that workers' freedom of movement to and from the accommodation is not unduly restricted.

Sub-clause 6.12	<i>Add as clause 6.12 a new clause 6.12 to read as follows:</i>
Key Personnel	If the Employer does not respond within 14 days after receiving any such submission, by giving a Notice stating his/her objection to the appointment of such person (or replacement) with reasons, the Employer shall be deemed to have given his/her consent.

7. PLANT, MATERIALS AND WORKMANSHIP

Sub-clause 7.1.	<i>The following paragraph shall be added:</i>
Manner of Execution	The Agency may require that any works forming the part of the Works be omitted at any time before the Works are completed. The Agency shall not order the omission of the part of the Works under this Sub-Clause in order to arrange for the Works to be executed by another contractor. For the avoidance of doubt, if the Agency uses its right and order the omission of any works which form the part of the Works, the Contract Price shall be decreased by the value of omitted Works and the Contractor shall not be entitled to (and the Agency and Employer shall not have any liability towards the Contractor for) any loss of profit, loss of Agreement or any indirect or consequential loss or damage pursuant to this Sub-Clause in connection with the Agency' right to order the omission of the any works form the part of the Works. Moreover, the Contractor shall be entitled to claim compensation only for direct damages incurred as a result of such omission.
Sub-Clause 7.3	<i>The following paragraph shall be added:</i>
Inspection	Pouring of reinforced concrete is only permitted after the examination of the reinforcement and the formwork by the Employer and signed approval thereof. The backfilling of pits and trenches is only permitted after successful testing and visual inspection of any hidden works by the Employer and signed approval thereof.
Sub-clause 7.4	<i>The following paragraph shall be added:</i>
Testing	If factory tests are required under the Employer's Requirements, the Contractor shall bear all costs and expenses incurred in connection with such attendance for the maximum number of persons as mentioned in the specifications.

8. COMMENCEMENT; DELAYS AND SUSPENSION

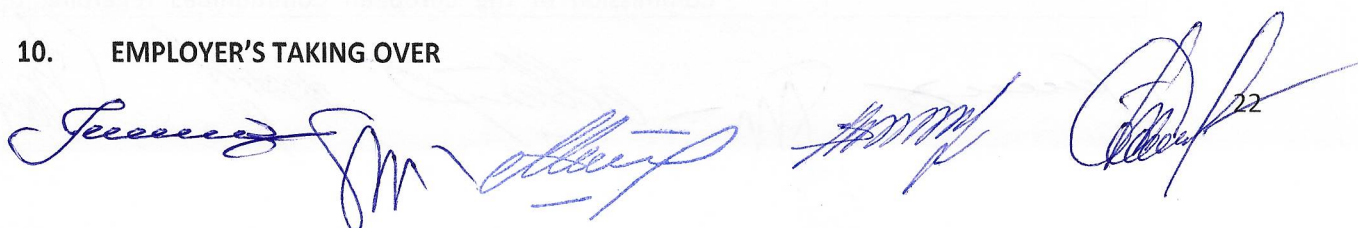
Sub Clause 8.2	<i>The following paragraph shall be added:</i>
Time for Completion	The Time for Completion is stated in the binding commitment of time of completion of works according to paragraph 1.1.3.3. Part D2 Particular Conditions of the Contract Lot 2 of the tender document.

Sub-Clause 8.3 Programme	<i>The following wording shall be deleted from the Sub-clause 8.3:</i> If the Employer gives no such Notice - within 21 days after receiving the initial programme; or - within 14 days after receiving a revised programme, the Employer shall be deemed to have given a Notice of No-objection and the initial programme or revised programme (as the case may be) shall be the Programme.
Sub-Clause 8.5 Delays Caused by Authorities	<i>The following paragraph shall be added:</i> An Extension of Time for Completion will be accepted if delays are caused by legally constituted public authorities or private utility entities if any permit, permission, license and/or approval for which the Contractor is responsible, is not awarded within 45 days following the submission of all necessary documents by the Contractor and the delay is not due to the Contractor. The Contractor has to prove that all necessary effort was taken to obtain these permits, permission, license and/or approval within the first three months after the award of the contract. The Contractor shall notify the Employer on any such event.
Sub-Clause 8.7 Delay Damages	<i>The following wording shall be deleted from Sub-Clause 8.7:</i> These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works, or any other duties, obligations or responsibilities which he may have under the contract.
Sub Clause 8.7 Delay Damages	<i>The following paragraph shall be added:</i> The Contractor is obliged to complete his works as stated within the binding commitment of time of completion within the tender documents. In case the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion] the Contractor has to pay delay damages: 0.17 % per calendar day The total amount of delay damages is limited with 17 percent of the bid price. Further, the Employer and the Agency remain their right to claim for further damages arising out of the delay of the Employer.

9. TESTS ON COMPLETION

Sub-clauses 9 Tests on Completion	<i>The following paragraph shall be added:</i> For the purposes of clarification, the assistance provided by the Employer in the context of tests on completion and tests after completion are enumerated in Annex "ASSISTANCE TO BE PROVIDED IN THE CONTEXT OF TESTS ON COMPLETION AND TESTS AFTER COMPLETION" to these Particular Conditions.
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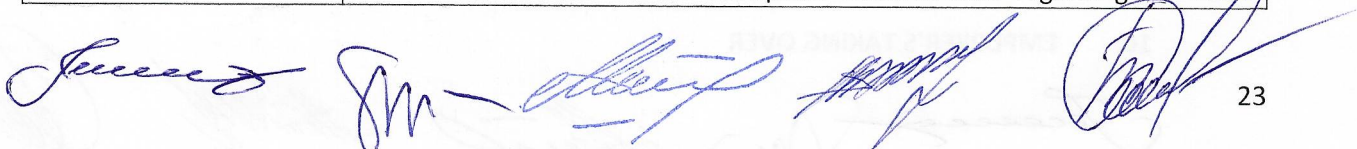
10. EMPLOYER'S TAKING OVER



Sub-Clause 10.2	<i>Amend the first paragraph of clause 10.2 as follows:</i>
Taking Over Parts of the Works	<i>The Employer may, at the sole discretion of the Employer and the Agency, issue a Taking-Over Certificate for any part of the Permanent Works.</i> <i>The following paragraph shall be added:</i> Temporary use of parts of the Works necessary to maintain operations during the Works does not constitute Employer's use of the Works. This includes when the new Plant is operated in the pumping station so that the old Plant can be replaced, or when new Sewers are put into operation step by step during construction. Works will only be taken over when the entire Works are completed for each Section and all Tests on Completion are passed for the respective Section, as also stipulated in Sub-Clause 9.1.

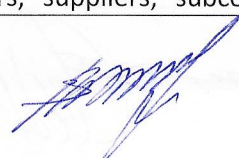
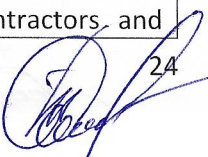
14. CONTRACT PRICE AND PAYMENT

Sub-Clause 14.1	<i>The Sub-Clause 14.1 is amended and shall read as follows:</i>
The Contract Price	The Contract Price under this Contract shall be paid according to the Schedules of Rates and Prices and the „PAYMENTS RULES AND CONDITIONS” annexed to these Particular Conditions as well as to the following conditions: (a) each item in the Schedules of Prices, for which payment is to be made in a lump sum, and for which no payment schedule is provided, shall be paid based on the percentage of the Works for that item which has been completed to date to the full satisfaction of the Employer and the Agency. (b) any quantities which may be set out in a Schedule are estimated quantities and are not to be taken as the actual and correct quantities of the Works which the Contractor is required to execute; (c) any quantities of price data which may be set out in a Schedule shall be used for the purpose stated in the Schedule and may be inapplicable for other purposes; (d) regarding a possible exemption from taxes or other charges imposed under the Applicable Laws currently or hereafter in effect in the Republic of Moldova (separately „tax” and collectively „taxes”) during the implementation of the present Contract, bidders shall – in particular - take full account of the following documents: • The letter of the Delegation of the European Union to the Republic of Moldova of 15 March 2022 regarding the application of VAT exemption and granting of fiscal and customs facilities • the Framework Agreement between Republic of Moldova and the Commission of the European Communities regarding technical



	assistance, signed in Brussels on 11 May 2006, ratified in Moldova through Law nr. 426-XVI of 27 December 2006 and - the Government Decision of the Republic of Moldova Nr. 246 of 08 April 2010 which regulates the application of zero rate of VAT for the delivery on the territory of the Republic of Moldova of goods and services aimed for technical assistance projects (Annex 3 of the Government Decision) and the application of the income tax on resident private individuals and legal entities involved in implementation of the technical assistance projects (Annex 4 of the Government Decision) and - the Agreement between the Republic of Austria and the Republic of Moldavia on development Cooperation (Austrian Federal Legal Gazette III, 2009/29). Compliance with all applicable tax, customs, exchange control or other legal provisions related to the handling of foreign currency is an exclusive responsibility of the bidder. (e) the Contractor shall pay all taxes, duties and fees (if any) from which he is not entitled to be exempted and required to be paid by the Contractor under the Contract, and the Contract Price shall not be adjusted for any of these costs, except as stated in Sub-Cause 13.7 [Adjustments for Changes in Legislation] or otherwise explicitly stipulated in this Contract;
Sub-Clause 14.2. <u>Advance Payment</u> <u>Guarantee</u>	<i>The Sub-Clause 14.2. is amended and shall read as follows:</i> 14.2.1. The Employer shall make an advance payment, as an interest-free loan for mobilisation, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Appendix to Tender. Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Appendix to Tender, this Sub-Clause shall not apply. 14.2.2. The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Agency with a copy to the Employer. The advance payment guarantee shall be issued either - by a commercial bank located in the country of the Employer (Republic of Moldova) or member states of the European Union - by a foreign bank through a correspondent commercial bank located in the country of the Employer (Republic of Moldova) or member states of the European Union. The foreign bank shall not issue the advance payment guarantee directly to the Employer. If requested by the Engineer, the Contractor shall demonstrate that advance payment has been used for its proper purpose, including paying for Materials, Plant, and Contractor's Equipment, and the Contractor shall submit to the Engineer documentary evidence of - payments made (details of payment and acknowledgement of receipt of payment) to any manufacturers, suppliers, subcontractors and



providers of services, and
(ii) any other mobilization expenses.

to which the Agency gives consent and shall be based on the sample form included in the tender documents or on another form agreed by the Agency (but such consent and/or agreement shall not relieve the Contractor from any obligation under this Sub-Clause).

14.2.3. The Contractor shall ensure that the Advance Payment Guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as stated in the Payment Certificates.

If the terms of the Advance Payment Guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days before the expiry date:

- (a) the Contractor shall extend the validity of this guarantee until the advance payment has been repaid;
- (b) the Contractor shall immediately submit evidence of this extension to the Agency, with a copy to the Employer;
- (c) if the Employer does not receive this evidence 7 days before the expiry date of this guarantee, the Agency shall be entitled to claim under the guarantee the amount of advance payment which has not been repaid.

14.2.4. When submitting the Advance Payment Guarantee, the Contractor shall include an application (in the form of a Statement) for the advance payment.

Advance Payment Certificate

The Contractor shall issue an Advance Payment Certificate for the advance payment within 14 days after the Agency has received both the Performance Security and the Advance Payment Guarantee, in the form and issued by an entity in accordance with Sub-Clause 4.2 [Contractor's Obligations] and Sub-Clause 14.2 [Advance Payment Guarantee] respectively;

14.2.5. Repayment of Advance Payment

The advance payment shall be repaid through percentage deductions in Payment Certificates. Unless other percentages are stated in the Contract Data:

- (a) deductions shall commence in the IPC in which the total of all certified interim payments in the same currency as the advance payment (excluding the advance payment and deductions and release of retention moneys) exceeds fifteen percent (15%) of the portion of the Accepted Contract Amount payable in the currency less Provisional Sums; and
- (b) deductions shall be made at the amortisation rate of twenty-five percent (25%) of the amount of each IPC (excluding the advance payment and deductions and release of retention moneys) in the currencies and proportions of the advance payment, until such time as the advance payment has been repaid.

	If the advance payment has not been repaid before the issue of the Taking-Over Certificate for the Works, or before termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Agency. <i>The following paragraphs shall be added:</i> The Advance Payment Guarantee shall be based on the sample form included in the Annex "FORM OF ADVANCE PAYMENT GUARANTEE" of these Particular Conditions. The Parties acknowledge that the Agency shall be authorised to apply the conditions on Advance Payment Guarantees <i>per analogiam</i> in cases where works need to be carried out after the end of the Implementation Period. The Agency may condition such payments to the provision of a bank guarantee in the full amount of any such payment by the Contractor.
Sub-Clause 14.7 Payment	<i>The following paragraph shall be added:</i> The Employer and the Contractor hereby clearly acknowledges that Agency's payment responsibility under this Contract is capped to EUR 1.820.061,11 representing the Agency Funding and cannot be increased above the mentioned amount under any circumstances (including circumstances in which the Agency may incur liability) unless otherwise explicitly determined in this Contract. In addition, the Agency's payment responsibility under no circumstances covers any works carried out by the Contractor after the end of the Implementation Period agreed by the Agency with the European Union under the Delegation Agreement under the Delegation Agreement EU Contract Number 2021/427-494 without the written agreement of the Agency. The Employer shall bear any and all costs exceeding the amount of the Contract Price, except if (i) the Agency instructed the Contractor to perform additional works, which are not included in the Works and not covered by the Contract Price, and (ii) if the Agency and the Employer explicitly agreed in writing that the payment of additional works shall be Agency's responsibility. <i>The following sub-clause 14.7.1 shall be added:</i> 14.7.1 Agency's payment obligations The Agency has the obligation of paying the Contract Price to the Contractor in the amount not exceeding the Agency Funding on time and as it was agreed by the Parties in the Contract and, in that respect, to participate in the mechanism of approving of Payment Certificates, as stipulated in Clause 14 [Contract Price and Payment]. However, the Parties clearly acknowledge that Agency's payment responsibility is capped up to the maximum amount

	of the Agency Funding determined in this Contract, and it cannot be increased above the mentioned amount under any circumstances. In addition, the Agency's payment responsibility under no circumstances covers any Works carried out by the Contractor after the end of the Implementation Period agreed by the Agency with the European Union under the Delegation Agreement EU Contract Number 2021/427-494, without the written agreement of the Agency. By the way of exception, the Agency may accept and agree (at its sole discretion) that the payments exceeding the amount of the Agency Funding (if any and if they relate to works carried out during the Implementation Period) will be financed by the Agency but only if: (i) the Agency explicitly agrees in writing that additional scope of works, which are not included in the Works and not covered by the Agency's Funding, should be performed, and (ii) the Agency explicitly agree in writing that the payment of additional scope of works shall be financed by the Agency.
Sub-Clause 14.8 Delayed Payment	<i>The second paragraph of Sub-Clause 14.8 ("Unless otherwise stated [...] by the law of the country of the currency of payment") shall be replaced by the following clause:</i> The Contractor shall be entitled to financing charges in the amount of 4% per annum of the amount unpaid.
Sub-Clause 14.15 Currencies of Payment	<i>The following paragraph shall be added:</i> The Agency will pay the invoices issued by the Contractor in accordance with this Contract in EUR currency, by bank transfer to the Contractor's account. The Contractor confirms and accepts that any bank charges and conversion costs, if any, are not eligible to be financed and will not be borne by the Agency under this Contract.

15. TERMINATION BY THE EMPLOYER

Sub-Clause 15.6 Prohibited Practices	<i>Add new clause 15.6 to read as follows:</i> If the Employer or the Agency determines, based on reasonable evidence, that the Contractor has engaged in prohibited practices, in competing for or in executing the Contract, the Employer or the Agency may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provision of Clause 15 shall apply as if such termination has been made under Sub-Clause 15.2. Should any employee or subcontractor of the Contractor be determined, based on reasonable evidence, to have engaged in a prohibited practice during the execution of the work, then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].
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	For the purpose of this Sub-Clause, the terms set forth below are defined as prohibited practices: (a) „corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or another party in the selection process or in Contract execution¹; and (b) „fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²; (c) „coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party³; and (d) „collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party⁴; (e) „obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation of the Agency or EU competent authorities into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or 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 (ii) acts intended to materially impede the exercise of the Agency’s inspection and audit rights provided for under Sub-clause 1.12 and 1.16 above. In addition: (f) „Money laundering”⁵ is:
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¹ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Agency’s staff and employees of other organizations taking or reviewing selection decisions.

² A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, noncompetitive levels.

⁴ “Party” refers to a participant in the selection process or contract execution.

⁵ Other EC legislation relating to aspects of fraud and other illegal acts include, among others:

- DIRECTIVE 2014/24/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 26 February 2014 on public procurement and repealing Directive 2004/18/EC; and DIRECTIVE 2014/25/EU OF THE EUROPEAN

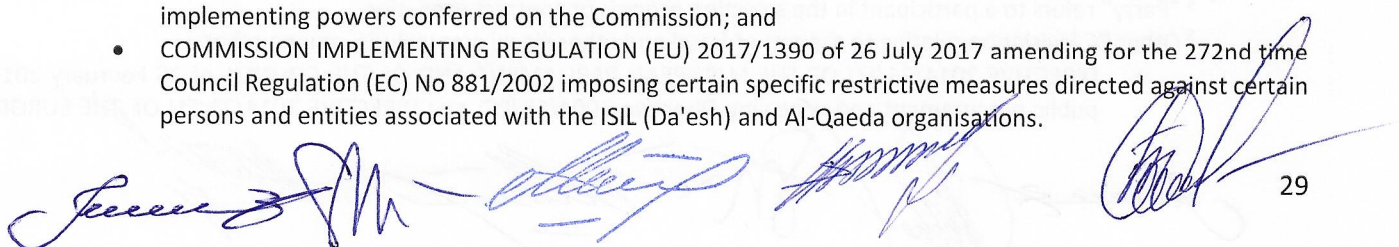
	(i) the conversion or transfer of property, knowing that such property is derived from criminal activity or from act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his actions; (ii) the concealment or disguise of true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from any act of participation in such activity; (iii) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity; (iv) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points. (g) <u>Financing of terrorism</u> is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 and 4 of the Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.
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17. RISK AND RESPONSIBILITY

Sub-clause 17.5	<i>The following paragraph shall be added:</i>
Intellectual and Industrial Property Rights	The Contractor hereby undertakes to grant to the Agency (and the Agency shall be authorized grant this right to the European Commission) the right to use free of charge and as it sees fit all results of the Project and Works provided under this Contract, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

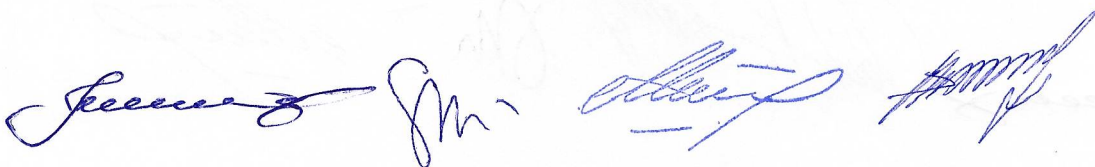
PARLIAMENT AND OF THE COUNCIL of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC;

- DIRECTIVE 2008/26/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 March 2008 amending Directive 2003/6/EC on insider dealing and market manipulation (market abuse), as regards the implementing powers conferred on the Commission; and
- COMMISSION IMPLEMENTING REGULATION (EU) 2017/1390 of 26 July 2017 amending for the 272nd time Council Regulation (EC) No 881/2002 imposing certain specific restrictive measures directed against certain persons and entities associated with the ISIL (Da'esh) and Al-Qaeda organisations.



20. CLAIM, DISPUTES AND ARBITRATION

Sub-clauses 20.1 – 20.5	<i>The Sub-clauses 20.1 – 20.5 are excluded and shall not be applicable to this Contract.</i>
Sub-Clause 20.6 Arbitration	<i>The Sub-Clause 20.6 is amended and shall read as follows:</i> Austrian law shall apply with the exclusion of the referral rules. The provisions laid down in the UN Convention on the International Sale of Goods (CISG) shall be excluded. Unless settled amicably, the sole place of jurisdiction with regard to all disputes arising out of or in connection with this agreement is Vienna.



ANNEX "FORM OF PERFORMANCE SECURITY - DEMAND GUARANTEE"
To the Particular Conditions Part B

FORM OF PERFORMANCE SECURITY
DEMAND GUARANTEE

Guarantee No. *[insert guarantee reference number]*

The Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

Name of Contract/Contract No.: *[insert reference number or other information identifying the contract between the Applicant and the Beneficiary on which the guarantee is based]*

The Beneficiary (the "**Employer**"): *[insert name and address of the Beneficiary]*

We have been informed that *[insert name and address of the Contractor]* (hereinafter called the "**Applicant**") is your Contractor under such Contract, which requires him/her to obtain a Performance Security.

At the request of the Applicant, we *[insert name of the Guarantor]* hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of *[insert figures and words the maximum amount payable and the currency in which it is payable]* (the "**Guaranteed Amount**") upon receipt by us of your demand in writing and your written statement indicating in what respect the Applicant is in breach of its obligations under the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at the following office *[insert address of office]* on or before *(insert the date 70 days after the expected expiry of the Defects Notification Period for the Works)* (the "**Expiry Date**"), when this guarantee shall expire.

The party liable for the payment of any charges: the Contractor.

This guarantee shall be governed solely by the laws of Austria with the exclusion to references to foreign legal orders; the sole competent court shall be the materially competent court at the seat of the Agency and shall be subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758.



ANNEX “ASSISTANCE TO BE PROVIDED IN THE CONTEXT OF TESTS ON COMPLETION AND TESTS AFTER COMPLETION”

To the Particular Conditions Part B

ASSISTANCE TO BE PROVIDED IN THE CONTEXT OF TESTS ON COMPLETION AND TESTS AFTER COMPLETION

Unless expressly stated otherwise, the Contractor is responsible for the provision of all necessary personnel, works and supplies for completion of the contract, and the respective costs thereof.

As per GC Clause 9, the following personnel, facilities, works and supplies will be provided/supplied by the Contractor/Employer for Tests on Completion of the facilities:

Contractor Responsible	Employer Responsible
Costs for electricity and water during tests on completion covered by Contractor Organisation and payment of independent laboratory to verify the effluent values.	Nominate staff to attend Tests on Completion and training by Contractor
All raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for the Tests on Completion of the Facilities shall be provided by the Contractor as part of the spare parts and consumables to be provided. Gas for heating	
Payment for disposal of screenings, sand, sludge and other solids resulting from plant tests	
Site security	

Defect Notification Period and Tests after Completion

The following personnel, facilities, works and supplies will be provided/supplied by the Contractor/Employer during the Defect Notification Period and the Tests after Completion:

Contractor Responsible	Employer Responsible
Organisation of Performance Tests during the Defect Notification Period (Tests after Completion). Organisation and payment of independent laboratory to verify the effluent values.	Previously trained staff will be available for the Defect Notification Period and Tests after Completion working on a shift regime as agreed with the Employer and as recommended for optimum operation of the plant. The operators will work under the management Employer and at the Contractor's risk.
All raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required the operation and maintenance of the Facilities shall be provided by the Contractor as	Costs for electricity, chemicals for chlorination and water during the Defect Notification Period and the Tests after completion covered by Employer (only for what is used for operation, if used for any

part of the spare parts and consumables for the laboratory to be provided.	works implementation then this is at the cost of the Contractor). Gas for heating
	Payment for disposal of screenings, sand, sludge and other solids resulting from plant operation (not from construction activities!)
	Site security

**ANNEX “PAYMENTS RULES AND CONDITIONS”
to the Particular Conditions part B**

**ANNEX “EXERCISE OF OPTIONS AND OF DROP-OFF PACKAGES BY THE AGENCY”
To the Particular Conditions Part B**

EXERCISE OF OPTIONS AND OF DROP-OFF PACKAGES BY THE AGENCY

In addition to any other provisions in this Contract, the following rules and conditions shall apply when the Agency exercises options for different components of the Works as specified in Price Schedule:

The Agency has the right to exercise the following options and drop-off packages by instructing the Contractor in writing to proceed according to GCC 13. The Agency shall issue such an instruction at the latest at the date set out in the table below:

Designation of option	Relevant Schedules / Relevant sections of Employer's Requirements	Latest date for the Agency to issue the instruction to the Contractor
Option: Lot 2 L2.1.2 Straseni rayon – Galesti 2	Lot 2 L2.1.2 Straseni rayon – Galesti 2	To be exercised upon award/conclusion of the contract
Option: Lot 2 L2.2.2 Straseni rayon – Capriana 2	Lot 2 L2.2.2 Straseni rayon – Capriana 2	To be exercised upon award/conclusion of the contract

The provisions in this Annex in no way limit the Agency's right to instruct the Contractor to proceed according to GCC 13. In particular, the Agency remains authorized to exercise the option and the drop off package described in this annex after the expiry of the period described in the present annex; in this case, however, prices must not be determined according to the respective schedules, but in line with GCC 13.

ANNEX "FORM OF ADVANCE PAYMENT GUARANTEE"

To the Particular Conditions Part B

FORM OF ADVANCE PAYMENT GUARANTEE

Guarantee No. *[insert guarantee reference number]*

The Guarantor: *name and address of place of issue, unless indicated in the letterhead*

Name of Contract/Contract No.: *[insert reference number or other information identifying the contract between the Applicant and the Beneficiary on which the guarantee is based]*

The Beneficiary (the "**Employer**"): *insert name and address of the Beneficiary*

We have been informed that *[insert name of the Contractor and address]* (hereinafter called the "**Applicant**") is your Contractor under such Contract and wishes to receive an early payment, for which the Contract requires him/her to obtain a guarantee.

At the request of the Applicant, we *[insert name of Guarantor]* hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of *[insert figures and words the maximum amount payable and the currency in which it is payable]* (the "**Guaranteed Amount**") upon receipt by us of your demand in writing and your written that:

- a) the Applicant has failed to repay the advance payment in accordance with the Conditions of Contract, and
- b) the amount of the advance payment which the Applicant has failed to repay.

This guarantee shall become effective upon receipt [of the first instalment] of the advance payment by the Applicant. The Guaranteed Amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by interim payment certificates issued under Sub-Clause 14.6 of the Conditions of Contract. Following receipt of a copy of each interim payment certificate, we shall promptly notify you of the revised Guaranteed Amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at the following office *[insert address of office]* on or before *[insert the date 70 days after the expected expiry of the Time for Completion]*, (the "**Expiry Date**"), when this guarantee shall expire.

The party liable for the payment of any charges: the Contractor.

This guarantee shall be governed solely by the laws of Austria with the exclusion to references to foreign legal orders; the sole competent court shall be the materially competent court at the seat of the Agency and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

Signed by: _____ (signature)	Signed by ⁶ : _____ (signature)
_____ (name)	_____ (name)
Date: _____	

⁶ Whether one or more signatories for the bank are required will depend on the bank and/or applicable law.

General Conditions of Contract (GCC)

For the 1999 Red Book:

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The Conditions of Contract are the "*General Conditions*" which form part of the "*Conditions of Contract for Construction for building and engineering works designed by the Employer, first edition 1999*" published by the Fédération Internationale Des Ingénieurs – Conseils (FIDIC) and the following "*Particular Conditions of Contract*" which comprise of ADA's amendments and additions to such General Conditions.

An original copy of the above FIDIC publication must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

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FIDIC code: ISBN2: 88432 – 022 – 9

20.05.2024

Dispoziții generale.

Prezentul contract este guvernat de dispozițiile Codului civil al R.M.

Asocierea creată prin prezentul contract este o asociere fără personalitate juridică, nu dispune de o denumire specială.

Asocierea este constituită pe baza libertății de voință a părților exprimată în prezentul contract.

1. Părțile contractante

„AM-SISTEME” S.R.L., cu sediul în mun. Strasenii, str. Stefan cel Mare, nr. 1 a, reprezentată prin directorul Mereacre Andrei- partenerul principal Liderul consorțiului,

„DARNIC-GAZ” S.A., cu sediul în mun. Strasenii, str. Stefan cel Mare, nr. 1 a, reprezentată prin directorul Filaret Mereacre- numit în continuare partener 1,

„MONTEX-GAZ” S.R.L. cu sediul în mun. Chisinau, str. Mircesti, nr. 60 reprezentată de către directorul Mereacre Dan,- numit în continuare partener 2, au convenit să încheie prezentul acord despre următoarele:

2. Obiectul contractului.

(1) Obiectul contractului îl constituie asocierea privind construcția: EU4Moldova: Local communities programe (LOCOMO) Improved public infrastructure and public utilities performance local communities Small scale Sanitation Projects in Moldova ”.

Construction of small-scale wastewater and water systems

LOT 1: Leova- Hanasenii Noi village Sanitation improvement in Hanasenii Noi village - construction of external and internal water supply and sewerage networks, as well as repair of the sanitary rooms (gymnasium and library), and a wastewater treatment plant.

Leova -Sirma village Sanitation improvement in Sirma village - construction of external and internal water supply and sewerage networks, as well as repair of the sanitary rooms (gymnasium and kindergarten), and a wastewater treatment plant.

Leova - Leova town (VET school) Water and sanitation improvement in the VET School from Leova town - construction of the internal and external water supply and sewerage networks as well as the internal repair of restroom/shower rooms.

LOT 2 : Strasenii - Scoreni village Sanitation improvement in Scoreni village - construction of external sewerage networks and a wastewater treatment plant.

Strasenii - Galesti village Sanitation improvement in Galesti village - construction of external sewerage networks (between manholes C1-1 – C1-6, C1-57 – C1-145.) and a wastewater treatment plant. Construction of the external sewerage networks (between manholes C1-7 - C1-56) in Galesti village.

Strasenii - Capriana village Sanitation improvement in Capriana village - construction of external sewerage networks (between manholes C1-1 – C1-4, C1-20 – C1-29, C1-51 – C1-85.) and a wastewater treatment plant. Construction of the external sewerage networks (between manholes C1-5 – C1-19, C1-30 – C1-50.) in Capriana village.

LOT 3 Edinet Cupcini town Construction of water transmission main and drinking water distribution networks including water main and house connections in Cupcini town

(1) Scopul acestei asocieri îl reprezintă stabilirea responsabilităților în vederea implementării proiectului menționat.

(2) Partenerul principal este liderul consorțiului, iar sediul Consorțiului este adresa juridică a acestuia.

(3) La sediul Consorțiului se păstrează toată documentația legată de crearea și activitatea acestuia.

3. Cota de participare

La data încheierii contractului, asociații au stabilit cota parte pentru realizarea obiectului și anume:

"AM-SISTEME" S.R.L. – 74 %

"DARNIC-GAZ" S.A. – 19 %

"MONTEX-GAZ" S.R.L. – 7 %

4. Drepturile și obligațiile părților

(1) Intru realizarea rapida a scopului propus părțile se obliga:

Sa contribuie cu bunuri patrimoniale si cu munca proprie intru realizarea obiectului prezentului contract;

- Sa colaboreze intru asigurarea condițiilor tehnice favorabile. Bunurile cu care vor contribui părțile la acest contract nu vor deveni proprietate comuna a părților.
- Sa contribuie la realizarea obiectului prin schimb de experiența si practici si sa-si asume rolul lor in cadrul proiectului.
- Intru realizarea scopului propus părțile trebuie sa se consulte la necesitate si sa informeze asupra tuturor aspectelor privind evaluarea proiectului.
- La efectuarea lucrărilor legate de obiectul contractului părțile vor activa separat si au dreptul de a activa in numele ambilor participanti numai avind acordul scris a acestuia.
- participanților conform prezentului contract le revine obligația de confidențialitate.
- Partenerii contractului sunt obligati de a ramine in consorțiu pe întreaga perioada de executare a lucrărilor.

(2) Drepturi si obligații ale partenerului principal (Liderul consorțiului)

- Partenerul principal contractează lucrările spre executarea in valoarea stabilita de proiect. Este numit in calitate de responsabil, autorizat sa ia angajamente si sa primească instrucțiuni pentru si in numele oricărui si tuturor partenerilor conform prezentului contract;

Sa se comporte cu buna - credința si diligenta pe toata perioada derulării contract;

Sa obțină si sa semneze toate actele necesare pentru participare la concurs precum si viitorul contract;

Sa asigure contabilizarea surselor financiare transferate in cadrul proiectului conform legislației in vigoare;

Sa monitorizeze atit respectarea termenului de îndeplinirea a lucrărilor cit si calitatea îndeplinirii acestora;

(3) Drepturi si obligații ale partenerului 1

- Sa execute lucrările ce ii revin in stricta conformitate cu proiectul:

Sa respecte termenele de executare a lucrărilor, incluzind toate capacitatile tehnice si materiale precum si resursele umane privind îndeplinirea obiectivelor proiectului.

(4) Drepturi si obligații ale partenerului 2

Sa execute lucrările ce ii revin in stricta conformitate cu proiectul:

Sa respecte termenele de executare a lucrărilor, incluzind toate capacitatile tehnice si materiale precum si resursele umane privind îndeplinirea obiectivelor proiectului.

- (5) Pentru executarea integrala a activitatilor contractate in cadrul proiectului, partenerii sunt in drept sa cedeze unul fata de altul volume de lucrări .In acest caz partenerii de consorțiu vor putea fi inlocuiti pe durata implimentarii contractului cu aprobarea autoritatii contractante si a finanțatorului, respectind condițiile de calificare

5. Repartizarea rezultatelor activitatii asocierii.

- (1) Venitul obtinut de către părțile contractante care reprezintă in sine rezultatul activitatii in comun se vor repartiza proportional obligațiunilor revenite in cadrul contractului.
- (2) Venitul obtinut pe parcursul realizării contractului se vor folosi in primul rind la stingerea cheltuielilor materiale proportional cotelor asumate.
- (3) Impozitarea venitului obtinut din activitatea in comun in cadrul proiectului se v-a efectua de către parti după repartizarea venitului.

6. Răspunderea părților.

- (1) Față de terți va răspunde asociatul care contractează singur drepturi și obligații prin actele încheiate cu aceștia.
- (2) Nerespectarea obligațiilor prevăzute mai sus, de către una din părți, determină rezoluțiunea contractului de către cealaltă parte, cu un preaviz de 15 zile.

- (3) Pentru nerespectarea clauzelor contractuale în tot sau în parte, sau pentru executarea defectuoasă a acestora, partea în culpă se obligă să plătească daune interese.

7. Încetarea contractului.

- (1) Prezentul contract încetează la expirarea termenului stabilit, respectiv la data semnării Procesului Verbal de recepție finală, în conformitate cu prevederile contractului de antrepriză.

8. Impediment justificator

- (1) Impedimentul justificator exonerează de răspundere părțile, în cazul neexecutării parțiale sau totale a obligațiilor asumate prin prezentul contract. Prin forță majoră se înțelege un eveniment independent de voința părților, imprevizibil apărut după încheierea contractului și care împiedică părțile să execute total sau parțial obligațiile asumate.
- (2) Partea care invocă impedimentul justificator are obligația să o aducă la cunoștința celeilalte părți, în scris, în maximum 5 (cinci) zile de la apariție, iar dovada forței majore, împreună cu avertizare asupra efectelor și întinderii posibile a forței majore, se va comunica în maximum 15 (cincisprezece) zile de la apariție. Data de referință este data ștampilei poștei de expediere. Dovada va fi certificată de Camera de Comerț și Industrie sau alt organism abilitat de legea statului care o invocă.
- (3) Partea care invocă impedimentul justificator are obligația să aducă la cunoștința celeilalte părți încetarea cauzei acesteia în maximum 15 (cincisprezece) zile de la încetare.
- (4) Dacă aceste împrejurări și consecințele lor durează mai mult de 6 (șase) luni, fiecare partener poate renunța la executarea contractului. În nici un caz, nici, una din părți nu are dreptul de a cere despăgubiri de la cealaltă parte, dar ele au îndatorirea de a-și onora toate obligațiile până la această dată.

9. Litigii.

- (1) Litigiile care se vor naște din prezentul contract sau în legătură cu prezentul contract, inclusiv cele referitoare la validitatea, interpretarea, executarea sau desființarea lui vor fi soluționate pe cale amiabilă.
- (2) Dacă părțile nu vor ajunge la o înțelegere amiabilă, atunci litigiile vor fi înaintate spre soluționare în instanțele naționale competente a R.M.

10. Dispoziții finale.

- (1) Orice comunicare între Parteneri în legătură cu prezentul contract se va face în scris.
- (2) Orice document scris trebuie înregistrat atât la transmitere cât și la primire.
- (3) Partenerul principal (Liderul consorțiului) în termen de 5 zile de la data parvenirii pe contul de decontare a sumelor bănești în legătură cu executarea contractului este obligat de a informa partenerii despre încasările efectuate în partea lucrărilor revenite partenerilor, conform prezentului contract.
- (4) La acordul convenit între parti toate Comunicările se vor face prin telefon, fax, email, cu condiția ca primirea comunicării să fie confirmată în scris.
- (5) Prezentul contract este întocmit în 2 exemplare identice, în limba română, cu aceeași forță juridică, cite unul pentru fiecare parte.

11. Adresele juridice și rechizitele bancare ale partilor.

Partenerul principal (liderul consorțiului)	Partener 1	Partener 2
S.R.L. AM SISTEME mun. Strășeni, str. St. cel Mare 1a c/f 1010600043517 IBAN: MD73ML000000002251724422 cod bancar: MOLDMD2X324 TVA: 8600840 tel. 069365252 e-mail: andreimereacre@gmail.com	S.A DARNIC GAZ mun. Strășeni, str. Ștefan cel Mare 1a BC "Moldova-Agroindbank" S.A. fil. Strășeni IBAN: MD91AG0000000225162701325 c/b: AGRNMD2X772 c/f: 1003601006407 TVA 8600089 Tel/fax : 0(237) 2-57-26 / 2-57-27	S.R.L. "Montex-gaz" mun. Chisinau, str. Mircesti, nr. 60 BC "Moldindconbank" fil Alba Iulia IBAN: MD94ML000000000225140389 c/b MOLDMD2X303 c/f: 1004600020810 TVA 8604996
Semnatura L.S. 	Semnatura L.S. 	Semnatura L.S. 

ACORD ADITIONAL Nr. 1

La contractul de consortium nr 68 din 20.05.2024

Din 21 octombrie 2024

„AM-SISTEME” S.R.L., cu sediul în mun. Strasenî, str. Stefan cel Mare, nr. 1 a, reprezentată prin directorul Mereacre Andrei- partenerul principal Liderul consorțiului,
„DARNIC-GAZ” S.A., cu sediul în mun. Strasenî, str. Stefan cel Mare, nr. 1 a, reprezentată prin directorul Filaret Mereacre- numit în continuare partener 1,
„MONTEX-GAZ” S.R.L. cu sediul în mun. Chisinau, str. Mircesti, nr. 60 reprezentata de catre directorul Mereacre Dan,- numit în continuare partener 2, au convenit la următoarele:

1.1. În temeiul Contractului de consorțiu nr. 38 din 20.05.2024 și al Acordului contractual din 18.10.2024, părților asociate le-a fost atribuit spre executare **Lotul nr. 2**, având ca obiect:

Strasenî - Scoreni village Sanitation improvement in Scoreni village - construction of external sewerage networks and a wastewater treatment plant.

Strasenî - Galesti village Sanitation improvement in Galesti village - construction of external sewerage networks (between manholes C1-1 – C1-6, C1-57 – C1-145.) and a wastewater treatment plant. Construction of the external sewerage networks (between manholes C1-7 - C1-56) in Galesti village.

Strasenî - Capriana village Sanitation improvement in Capriana village - construction of external sewerage networks (between manholes C1-1 – C1-4, C1-20 – C1-29, C1-51 – C1-85.) and a wastewater treatment plant. Construction of the external sewerage networks (between manholes C1-5 – C1-19, C1-30 – C1-50.) in Capriana village.

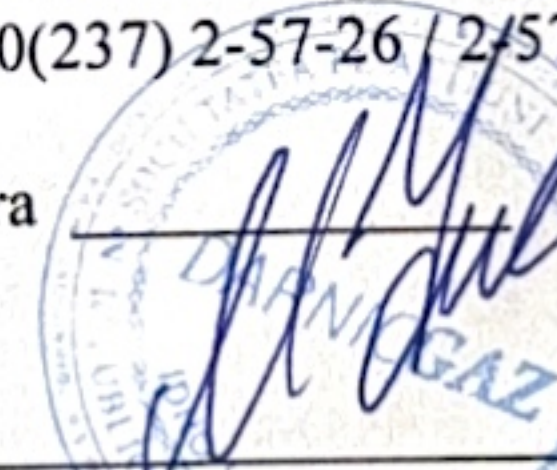
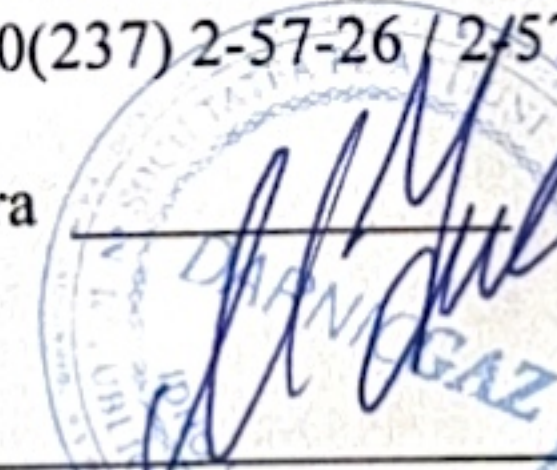
1.2 Prin semnarea prezentului acord Partenerii 1 și 2, transmit confirmă și recunosc, **executarea integrală a lucrărilor aferente Lotului nr. 2 Liderul consorțiului – „AM-SISTEME” S.R.L., în proporție de 100%**, acesta asigurând integral resursele umane, tehnice, materiale și financiare necesare executării contractului.

1.3. Liderul consorțiului își asumă întreaga responsabilitate pentru organizarea, executarea, calitatea lucrărilor, respectarea termenelor contractuale și îndeplinirea obligațiilor de garanție aferente lucrărilor executate.

1.4 Prezentul acord reprezintă voința liber exprimată a tuturor părților și are ca obiect constatarea și confirmarea modului de executare a obligațiilor asumate prin Contractul de consorțiu și Acordul contractual, precum și reglementarea raporturilor juridice dintre membrii consorțiului rezultate din executarea Lotului nr. 2.

1.5 Pentru cazurile care vor putea apărea pe parcursul executării prezentului contract și neprevăzute în contract sau acord aditional partile se vor conduce de prevederile legislației în vigoare ce reglementează domeniul societății civile.

Adresele juridice și rechizitele bancare ale partilor.

Partenerul principal (liderul consorțiului)	Partener 1	Partener 2
S.R.L. AM SISTEME mun. Strasenî, str. St. cel Mare 1a c/f 1010600043517 IBAN: MD73ML000000002251724422 cod bancar: MOLDMD2X324 TVA: 8600840 tel. 069365252 e-mail: andreimereacre@gmail.com	S.A DARNIC GAZ mun. Strășeni, str. Ștefan cel Mare 1a BC “Moldova-Agroindbank” S.A. fil. Strășeni IBAN: MD91AG0000000225162701325 c/b: AGRNMD2X772 c/f: 1003601006407 TVA 8600089 Tel/fax : 0(237) 2-57-26 / 2-57-27	S.R.L. “Montex-gaz” mun. Chisinau, str. Mircesti, nr. 60 BC”Moldindconbank” fil Alba Iulia IBAN: MD94ML000000000225140389 c/b MOLDMD2X303 c/f: 1004600020810 TVA 0604996
Semnatura L.S.  	Semnatura L.S.  	Semnatura L.S.  

Contractor: SRL "AM-SISTEME",
SA "DARNIC-GAZ" AND SC MONTEX GAZ SRL
Stefan cel Mare 1a, str. Strasenii

Contractors Representative: Mr. Mereacre Andrei

CC.:

Employer - Scoreni village, Găleşti village, Vocational school from
Căpriană village

Agency – Austrian Development Agency

Innsbruck, 18 December 2025

*Our Ref: 016 032 SSSSLOT2 20251218 TAKING OVER CERTIFICATE.DOCX Contractor's request for EOT
Page 1/2*

Your Ref: 022-EN-SSSPML2

IMPROVED PUBLIC INFRASTRUCTURE AND PUBLIC UTILITIES PERFORMANCE IN SELECTED LOCAL COMMUNITIES

ADA Project Number: 6550-00/2022; EU Contract Number 2021/427-494

Contract ID: 6550-00/2022 / 032- Small Scale Sanitation Systems LOT 2

RE: TAKING OVER CERTIFICATE

Dear Mr. Mereacre,

Reference is made to your Notice of Completion as per G.C.C Clause 10.1 received with your letter 022-EN-SSSPML2 on 10th December 2025 and our subsequent assessment on site.

This Taking Over Certificate is issued in accordance with Sub-Clause 10.1 of the General Conditions of Contract, certifying substantial completion of the works in accordance with the Contract.

The works completion date is therefore set to be **10th December 2025**. Accordingly, the contract is now in the **Defect Notification Period**, which is scheduled to conclude on **10th December 2026**.

The contractor shall in line with sub-clause 14.10 submit its **Statement at Completion**. The contractor should be aware that he is still obliged to complete the Snag List works within the specified deadlines and to remedy any defects which will be notified during the DNP as well as to complete all required procedures according to Moldovan regulations to ensure the Employer receives the permit to use the completed works under the contract.

For the Engineer

	Signatory	Stefan Preinstorfer
	Date/Time-UTC	2025-12-18T09:29:30+01:00
	Verification	Information about the verification of the electronic signature can be found at: https://www.signaturpruefung.gv.at

Stefan Preinstorfer

Enclosed: Snag List of outstanding works

The Snag List of the Taking Over Certificate

General

- a) Completion of all required entries in the Technical Book.
- b) Finalization of all AS-BUILT drawings.
- c) Completion of the administrative procedures for connection to the electricity supply (Beneficiary + Contractor).

1. Găleşti – Site

- 1.1 Completion of the gravel access road up to the entrance of the WTP site.
- 1.2 Completion of the WWTP landscaping works with provision and installation of topsoil.
- 1.3 Completion of finishing works at the sludge bag platform and the screenings storage platform.
- 1.4 Completion of the asphalt reinstatement works in the area adjacent to the Mayor's Office.
- 1.5 Installation of access ladders in chambers C1-1, C1-2 and C1-3.
- 1.6 Completion of backfilling with compacted finishing works on sections C1-4 and C1-70.
- 1.7 Provision and installation of fine sand for the pavement joints filling.
- 1.8 Connection of the washbasin to the water supply pipe.
- 1.9 Installation of plastic cover in the building for evacuation of floating materials.
- 1.10 Execution of strengthening works to the protective fence.
- 1.11 Execution of drainage ditches around the wastewater treatment plant in accordance with the design documentation.

2. Căpriana – Site

- 2.1 Completion of the access road up to the entrance of the WWTP site.
- 2.2 Completion of site landscaping works using topsoil.
- 2.3 Installation of 28 linear meters of perimeter fencing.
- 2.4 Implementation of slope protection measures to prevent landslides.
- 2.5 Completion of finishing works for road and sidewalk rehabilitation.
- 2.6 Completion of finishing works at the sewer manholes.
- 2.7 Installation of toilet sit in the operator's room.
- 2.8 Connection of the washbasin to the water supply pipe.
- 2.9 Completion of ladder installation in the manholes.
- 2.10 Finishing of pavement joints with sand.

3. Scoreni – Site

- 3.1 Completion of all required entries in the Technical Book.
- 3.2 Finalization of AS-BUILT drawings.
- 3.3 Completion of the gravel access road up to the entrance of the WTP site.
- 3.4 Completion of site landscaping finishing works.
- 3.5 Execution of earthworks to protect the perimeter fence against landslides.
- 3.6 Installation of a minimum natural ventilation system within the station building.
- 3.7 Completion of finishing works at the sludge and sand platforms.
- 3.8 Completion of works for connecting the sewerage network to the wastewater treatment plant.

Anexa nr. 12
la COD Nr. 434
din 28-12-2023

INVESTITOR

Agentia Austriacă pentru Dezvoltare (ADA)
Delegatia Uniunii Europene în Republica Moldova

PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR
Nr. 05 din 18.06.2026

cu privire la lucrările de construcții: **”Îmbunătățirea sanitației în s. Galești r-nul Strășeni prin soluții descentralizate”** executate la obiectivul **Rețele de canalizare și Stația de Epurare** având categoria de importanță **C (CC2)**, fiind finanțate din contul mijloacelor **Agentiei Austriacă pentru Dezvoltare (ADA) și Delegatia Uniunii Europene în Republica Moldova**, executată în cadrul contractului **nr. Aussch/14-RE/2023 (032 - Lot 2 – Strășeni)** din **18.10.2024**, încheiat între **Agentia Austriacă pentru Dezvoltare, Primaria Scoreni, Galești și Capriana și consorțiu AM Sisteme SRL, Darnic Gaz S.A. și SC Montex-Gaz SRL** pentru **lucrările generale de construcție pentru obiectul descris mai sus.**

1. Lucrările au fost executate în baza autorizației **nr. 04**, eliberată de **Primaria com. Galești** la data de **03.12.2024**.

2. Comisia de recepție și-a desfășurat activitatea în perioada **18.06.2026**, fiind formată din:

Presedinte:

BUDU Nicolae – primarul com. Galești, r-nul Strășeni;

Membrii comisiei:

- **PROFIRE Artur - Lider de echipă EU4Moldova: Programul comunităților locale;**
- **PREINSTORFER Stefan – Manager de proiect Posch & Partner GmbH Austria;**
- **SCHIVU Dumitru - Specialist atestat în domeniu (Certificat no. 0428 Seria 2023-RTLS);**
- **VIRLAN Vasile - Proiectant Apcan Proiect SRL (Certificat no. 0031 Seria 2025-P);**
- **DELEJANU Tudor – Specialist atestat în domeniu (Certificat no. 0427 Seria 2023-RTLS);**
- **BAGHICI Vladimir – Diriginte de șantier (Certificat no. 1408 Seria 2024-RT);**
- **SCOBICI Sergiu – Responsabil Tehnic (Certificat no. 1921 Seria 2023-DS).**

3. La recepție au mai participat:

MEREACRE Andrei - Reprezentant AM Sisteme SRL, Darnic Gaz S.A. și SC Montex -Gaz SRL
(numele, prenumele) (calitatea)

Au fost invitați:

CHIHAI Maria – Inspectorat pentru Protecția Mediului Strășeni;
(numele, prenumele) (calitatea)

STAVENSCHI Victoria – Centru de Sănătate Publică Chișinău;
(numele, prenumele) (calitatea)

Inspectoratul Național pentru Supraveghere Tehnică;
(numele, prenumele) (calitatea)

4. Descrierea obiectului recomandat spre recepție:

4.1 Obiectivul cu numărul cadastral 8016212.504.01, cu adresa r-nul Straseneni, com. Galești, extravilan, cu destinația Cladiri ale gospodăriei comunale, format din următoarele construcții Litera A, având suprafața la sol 56,7, suprafața totală 42,6 și numărul de nivele 1, conform certificatului despre rezultatul inspecției construcției nr. 543/25 din 03.12.2025, eliberat de Tera Plus Proiect SRL.
(se indică executantul lucrării cadastrale)

și anexat la prezentul proces-verbal.

5. Comisia de recepție, în urma examinării și analizei lucrărilor executate și a documentelor din Cartea tehnică a construcției, precum și a constatărilor organelor de control, a constatat următoarele:

- lucrările de construcții au fost executate și recepționate conform listei-anexă nr. 1;
- lucrările de construcții au fost complet terminate la data de 11.06.2026;
- observațiile Comisiei de recepție sunt prezentate în lista-anexă nr. 2;
- documentația de execuție care lipsește sau este incompletă, conform listei-anexă nr. 3;
- instrucțiunile de exploatare și urmărire a comportării în exploatare a obiectivului au fost sau nu transmise proprietarului;
- valoarea obiectivului este de 877,047.32 euro, conform listei-anexă nr. 4.

6. Cartea tehnică a construcției a fost prezentată după cum urmează:

- Capitolul A – Documentația de proiect a construcției;
- Capitolul B – Documentația privind execuția construcției;
- Capitolul C – Documentația privind recepția construcției;
- Capitolul D – Documentația privind exploatarea, întreținerea, repararea și urmărirea comportării în exploatare a construcției.

7. Comisia de recepție, în urma constatărilor făcute, propune:

Recepționarea lucrărilor de construcție a obiectului

8. Comisia de recepție motivează propunerea prin:

La momentul respective lucrările de constructive-montaj sunt terminate

9. Comisia de recepție recomandă următoarele:

După expirarea termenului de garanție de propus spre recepția finală.

10. Concluzia Inspectoratului Național pentru Supraveghere Tehnică (INST) se anexează la prezentul proces-verbal de recepție la terminarea lucrărilor și este parte indispensabilă a acestuia.⁽¹⁾

⁽¹⁾ Se aplică doar pentru obiectivele prevăzute la art. 197 alin. (9) din Codul urbanismului și construcțiilor nr. 434/2023. Semnătura șefului/șefului adjunct și a reprezentantului INST se aplică atât pe prezentul proces-verbal, cât și pe concluzia anexată.

11. Prezentul proces-verbal, conținând 3 file și 4 anexe numerotate, cu un număr total de 7 file, a fost încheiat la data de 18.06.2026 în 1 exemplar semnat electronic.

Comisia de recepție:

Președinte: BUDU Nicolae
(nume, prenume)

Digitally signed by Budu Nicolae
Date: 2026.06.18 15:05:01 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ

(semnătură)



Digitally signed by Profire Artur

Date: 2026.06.18 16:12:04 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ



Specialiștii atestați și membrii comisiei:

PROFIRE Artur

Digitally signed by Schivu Dumitru

Date: 2026.06.18 16:07:45 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ

PREINSTORFER Stefan



Signatory	Stefan Preinstorfer
Date/Time-UTC	2026-06-18T13:47:49+02:00
Verification	Information about the verification of the electronic signature can be found at: https://www.signaturpruefung.gv.at

SCHIVU Dumitru

Digitally signed by Virlan Vasile

Date: 2026.06.18 15:58:39 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ

VIRLAN Vasile



Digitally signed by Delejanu Tudor

Date: 2026.06.18 16:32:17 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ

DELEJANU Tudor

Digitally signed by Baghici Vladimir

Date: 2026.06.18 14:52:41 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ

BAGHICI Vladimir



Digitally signed by Scobici Sergiu

Date: 2026.06.18 16:19:39 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ

SCOBICI Sergiu



Reprezentantul INST⁽²⁾

(nume, prenume)

(semnătură)

Șef/șef adjunct al INST⁽²⁾

(nume, prenume)

(semnătură)

⁽²⁾ Se aplică doar pentru obiectivele prevăzute la art. 197 alin. (9) din Codul urbanismului și construcțiilor nr. 434/2023.

12. Construcția Îmbunătățirea sanitației în s. Galești r-nul Strășeni prin soluții descentralizate este:

TRANSMISA:
EXECUTANTUL/ANTREPRENOR

MEREACRE Andrei
Reprezentant Consortiu
AM Sisteme SRL, Darnic Gaz S.A. și
SC Montex-Gaz SRL

18 iunie 2026

Digitally signed by Mereacre Andrei

Date: 2026.06.18 16:18:27 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ



(semnătură)

PRIMITA:
INVESTITORUL/BENEFICIAR

BUDU Nicolae
primarul com. Galești r-nul Strășeni

18 iunie 2026

Digitally signed by Budu Nicolae

Date: 2026.06.18 15:06:14 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ



(semnătură)

**Anexa nr. 2 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 05 din 18.06.2026**

Lista lucrărilor cuprinse în Documentația Tehnică ce n-au fost executate calitativ:

1. De reabilitat unele porțiuni de asfalt care a suferit tasare de la eroziunea solului în urma condițiilor meteo nefavorabile;
2. De curățat santierul de surplusul de pământ și rămășițe de materiale de construcție (Grădina de copii);
3. De revizuit toate căminele de vizitare de pe rețeaua de canalizare inclusiv pereurile;
4. Pavajul de pe perimetrul stației de epurare necesită reînaltare conform soluțiilor tehnice în vigoare;
5. De revopsit elementele metalice împotriva coroziunii la Stația de epurare;
6. De prelungit țiglele de direcționare a gratarului în interiorul stației de pompare la canalizare;
7. De efectuat protejare suplimentară a fundațiilor pentru generator, transformator și betoanele la stația de pompare.

Comisia de recepție:

Președinte: **BUDU Nicolae** _____
(nume, prenume) (semnătură)

Specialiștii atestați și membrii comisiei:

PROFIRE Artur

PREINSTORFER Stefan

SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu

Nu sunt

SCOBICI Sergiu

**Anexa nr. 4 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 05 din 18.06.2026**

Valoarea obiectivului este următoarea:

Lot 2.1.1 - Compartimente	Valoare, EUR
2-1-1-1 Rețele exterioare de canalizare	260,590.80
2-1-1-2 Rețele exterioare de canalizare sub presiune	1,830.31
2-1-1-3 Conectari individuale la rețelele exterioare de canalizare	47,466.28
2-1-1-4 Stație de epurare a apelor uzate. Tehnologia	202,410.55
2-1-1-5-1 Stație de epurare a apelor uzate. Lucrări civile	114,112.79
2-1-1-5-2 Camera paznicului.	4,580.88
2-1-1-6 Stație de epurare a apelor uzate. Încălzire, ventilație și aer condiționat	7,877.24
2-1-1-4-1 Stație de epurare a apelor uzate. Alimentare energie electrică	47,533.50
2-1-1-4-2 Stație de epurare a apelor uzate. Generator 55 kVA	7,236.48
2-1-1-7 Stație de epurare a apelor uzate. Plan general	38,323.09
Total Lot 2.1.1 , EUR cu TVA 0%	731,961.92
Lot 2.1.2 - Compartimente	Valoare, EUR
2-1-2-1 Rețele exterioare de canalizare	110,339.23
2-1-1-2 Conectari individuale la rețele exterioare de canalizare	34,746.17
Total Lot 2.1.2 , EUR cu TVA 0%	145,085.40
TOTAL Lot 2.1.1 + Lot 2.1.2	877,047.32

Comisia de recepție:

Președinte: **BUDU Nicolae**
(nume, prenume)

(semnătură)

Specialiștii atestați și membrii comisiei:

PROFIRE Artur

PREINSTORFER Stefan

SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu

Anexa nr. 12
la COD Nr. 434
din 28-12-2023

INVESTITOR

Agentia Austriacă pentru Dezvoltare (ADA)
Delegatia Uniunii Europene în Republica Moldova

PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR
Nr. 06 din 18.06.2026

cu privire la lucrările de construcții: **”Îmbunătățirea sanitației în s. Capriana r-nul Straseneni prin soluții descentralizate”** executate la obiectivul **Rețele de canalizare și Stația de Epurare** având categoria de importanță **C (CC2)**, fiind finanțate din contul mijloacelor **Agentiei Austriacă pentru Dezvoltare (ADA) și Delegatia Uniunii Europene în Republica Moldova**, executată în cadrul contractului **nr. Aussch/14-RE/2023 (032 - Lot 2 – Straseneni)** din **18.10.2024**, încheiat între **Agentia Austriacă pentru Dezvoltare, Primaria Scoreni, Galești și Capriana și consorțiu AM Sisteme SRL, Darnic Gaz S.A. și SC Montex-Gaz SRL** pentru **lucrările generale de construcție pentru obiectul descris mai sus.**

1. Lucrările au fost executate în baza autorizației **nr. 06**, eliberată de **Primaria com. Capriana** la data de **27.11.2024**.

2. Comisia de recepție și-a desfășurat activitatea în perioada **18.06.2026**, fiind formată din:
Presedinte:

SCUTARU Ion – primarul com. Capriana, r-nul Straseneni;

Membrii comisiei:

- **AXENTI Mihail – Secretar al consiliul satesc Capriana;**
- **PROFIRE Artur - Lider de echipă EU4Moldova: Programul comunităților locale;**
- **PREINSTORFER Stefan – Manager de proiect Posch & Partner GmbH Austria;**
- **SCHIVU Dumitru - specialist atestat în domeniu (Certificat no. 0428 Seria 2023-RTLS);**
- **VIRLAN Vasile - proiectant Apcan Proiect SRL (Certificat no. 0031 Seria 2025-P);**
- **DELEJANU Tudor – specialist atestat în domeniu (Certificat no. 0427 Seria 2023-RTLS);**
- **BAGHICI Vladimir - Diriginte de santier (Certificat no. 1408 Seria 2024-RT);**
- **SCOBICI Sergiu – Responsabil Tehnic (Certificat no. 1921 Seria 2023-DS).**
- **ROGUT Andrei - Diriginte de santier AND (Certificat no. 0292 Seria 2026-DS);**

3. La recepție au mai participat:

MEREACRE Andrei - Reprezentant AM Sisteme SRL, Darnic Gaz S.A. și SC Montex -Gaz SRL
(numele, prenumele) (calitatea)

Au fost invitați:

CHIHAI Maria – Inspectia pentru Protectia Mediului Straseneni;

(numele, prenumele) (calitatea)

STAVENSCHI Victoria – Centru de Sanatate Publica Chisinau;

(numele, prenumele) (calitatea)

Inspectoratul Național pentru Supraveghere Tehnică;

(numele, prenumele) (calitatea)

4. Descrierea obiectului recomandat spre recepție:

4.1 Obiectivul cu numărul cadastral 8011202.155.01, cu adresa r-nul Strasen, com. Capriana, extravilan, cu destinația Cladiri ale gospodăriei comunale, format din următoarele construcții Litera A, având suprafața la sol 58,6, suprafața totală 47,0 și numărul de nivele 1, conform certificatului despre rezultatul inspecției construcției nr. 1064/25 din 17.12.2025, eliberat de TN TRADING PRIM SRL.
(se indică executantul lucrării cadastrale)

și anexat la prezentul proces-verbal.

5. Comisia de recepție, în urma examinării și analizei lucrărilor executate și a documentelor din Cartea tehnică a construcției, precum și a constatărilor organelor de control, a constatat următoarele:

- lucrările de construcții au fost executate și recepționate conform listei-anexă nr. 1;
- lucrările de construcții au fost complet terminate la data de 11.06.2026;
- observațiile Comisiei de recepție sunt prezentate în lista-anexă nr. 2;
- documentația de execuție care lipsește sau este incompletă, conform listei-anexă nr. 3;
- instrucțiunile de exploatare și urmărire a comportării în exploatare a obiectivului au fost sau nu transmise proprietarului;
- valoarea obiectivului este de 632,622.06 euro, conform listei-anexă nr. 4.

6. Cartea tehnică a construcției a fost prezentată după cum urmează:

- Capitolul A – Documentația de proiect a construcției;
- Capitolul B – Documentația privind execuția construcției;
- Capitolul C – Documentația privind recepția construcției;
- Capitolul D – Documentația privind exploatarea, întreținerea, repararea și urmărirea comportării în exploatare a construcției.

7. Comisia de recepție, în urma constatărilor făcute, propune:

Recepționarea lucrărilor de construcție a obiectului

8. Comisia de recepție motivează propunerea prin:

La momentul respective lucrările de constructive-montaj sunt terminate

9. Comisia de recepție recomandă următoarele:

După expirarea termenului de garanție de propus spre recepția finală.

10. Concluzia Inspectoratului Național pentru Supraveghere Tehnică (INST) se anexează la prezentul proces-verbal de recepție la terminarea lucrărilor și este parte indispensabilă a acestuia.⁽¹⁾

⁽¹⁾ Se aplică doar pentru obiectivele prevăzute la art. 197 alin. (9) din Codul urbanismului și construcțiilor nr. 434/2023. Semnătura șefului/șefului adjunct și a reprezentantului INST se aplică atât pe prezentul proces-verbal, cât și pe concluzia anexată.

11. Prezentul proces-verbal, conținând 3 file și 4 anexe numerotate, cu un număr total de 7 file, a fost încheiat la data de 18.06.2026 în 1 exemplar semnat electronic.

Comisia de recepție:

Președinte: SCUTARU Ion
(nume, prenume)

Digitally signed by Scutaru Ion
Date: 2026.06.18 15:43:15 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



(semnătură)

Specialiștii atestați și membrii comisiei:

Digitally signed by Profire Artur
Date: 2026.06.18 16:11:44 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



Digitally signed by Axenti Mihail
Date: 2026.06.18 15:46:09 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



PROFIRE Artur

Digitally signed by Schivu Dumitru
Date: 2026.06.18 16:09:08 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



Signatory	Stefan Preinstorfer
Date/Time-UTC	2026-06-18T13:47:20+02:00
Verification	Information about the verification of the electronic signature can be found at: https://www.signaturpruefung.gv.at

SCHIVU Dumitru

Digitally signed by Virlan Vasile
Date: 2026.06.18 15:58:31 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



VIRLAN Vasile

Digitally signed by Delejanu Tudor
Date: 2026.06.18 16:31:30 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



DELEJANU Tudor

Digitally signed by Baghici Vladimir
Date: 2026.06.18 14:52:04 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



BAGHICI Vladimir

Digitally signed by Scobici Sergiu
Date: 2026.06.18 16:19:49 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



SCOBICI Sergiu

Digitally signed by Rogut Andrei
Date: 2026.06.18 16:06:38 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



ROGUT Andrei

Reprezentantul INST⁽²⁾

(nume, prenume)

(semnătură)

Șef/șef adjunct al INST⁽²⁾

(nume, prenume)

(semnătură)

⁽²⁾ Se aplică doar pentru obiectivele prevăzute la art. 197 alin. (9) din Codul urbanismului și construcțiilor nr. 434/2023.

12. Construcția **Îmbunătățirea sanitației în s. Capriana r-nul Straseni prin soluții descentralizate** este:

TRANSMISA:
EXECUTANTUL/ANTREPRENOR

MEREACRE Andrei
Reprezentant Consorțiu
AM Sisteme SRL, Darnic Gaz S.A. și
SC Montex-Gaz SRL

Digitally signed by Mereacre Andrei
Date: 2026.06.18 16:18:17 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ

18 iunie 2026



(semnătură)

PRIMITA:
INVESTITORUL/BENEFICIAR

SCUTARU Ion
primarul com. Capriana r-nul Straseni

Digitally signed by Scutaru Ion
Date: 2026.06.18 15:44:51 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ

18 iunie 2026



(semnătură)

**Anexa nr. 1 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 06 din 18.06.2026**

Lista pieselor din documentația scrisă și desenată a obiectului care sunt lipsă sau incomplete:

Nu sunt

Comisia de recepție:

Președinte: SCUTARU Ion _____
(nume, prenume) (semnătură)

Specialiștii atestați și membrii comisiei:

AXENTI Mihail

PROFIRE Artur

PREINSTORFER Stefan

SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu

ROGUT Andrei

**Anexa nr. 2 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 06 din 18.06.2026**

Lista lucrărilor cuprinse în Documentația Tehnică ce n-au fost executate calitativ:

1. De corectat taluzul pe perimetrul gardului la statia de epurare in urmatoarele conditii agreate: de la hotarul gardului pe orizontala 1ml si partea de jos a taluzui la distanta de 5ml de la gard;
 2. De reabilitat unele portiuni de asfalt care a suferit tasare de la eroziunea solului in urma conditiilor meteo nefavorabile;
 3. De adus la cota partii carosabile caminele de vizitare de pe traseul asfaltat;
 4. De curatat santierul de surplusul de pamint si ramasite de materiale de constructie;
 5. De revizuit toate caminele de vizitare de pe reseaua de canalizare inclusiv pereurile;
 6. Pavajul de pe perimetrul statiei de epurare necesita reinstalare conform solutiilor tehnice in vigoare;
 7. De revopsit elementele metalie impotriva coroziei la Statia de epurare;
 8. De prelungit tijele de directionare a gratarului in interiorul statiei de pompare la canalizare;
- Termen de executie agreat este de maxim 90 zile

Comisia de recepție:

Președinte: SCUTARU Ion
(nume, prenume)

(semnătură)

Specialiștii atestați si membrii comisiei:

AXENTI Mihail

PROFIRE Artur

PREINSTORFER Stefan

SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu

ROGUT Andrei

**Anexa nr. 3 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 06 din 18.06.2026**

Lista lucrărilor cuprinse în Documentația Tehnică la care nu s-au respectat prevederile proiectului:

Nu sunt

Comisia de recepție:

Președinte: SCUTARU Ion _____
(nume, prenume) (semnătură)

Specialiștii atestați și membrii comisiei:

AXENTI Mihail _____

PROFIRE Artur _____

PREINSTORFER Stefan _____

SCHIVU Dumitru _____

VIRLAN Vasile _____

DELEJANU Tudor _____

BAGHICI Vladimir _____

SCOBICI Sergiu _____

ROGUT Andrei _____

**Anexa nr. 4 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 06 din 18.06.2026**

Valoarea obiectivului este următoarea:

Lot 2.2.1 - Compartimente	Valoare, EUR
2-2-1-1 Rețele exterioare de canalizare	134,318.52
2-2-1-2 Rețele exterioare de canalizare sub presiune	2,952.24
2-2-1-3 Conectari individuale la rețelele exterioare de canalizare	29,571.05
2-2-1-4 Stație de epurare a apelor uzate. Tehnologia	204,459.15
2-2-1-5-1 Stație de epurare a apelor uzate. Lucrări civile	101,017.36
2-2-1-5-2 Camera paznicului.	4,580.88
2-2-1-4-1 Stație de epurare a apelor uzate. Alimentare energie electrică.	16,595.47
2-2-1-4-2 Stație de epurare a apelor uzate. Generator 55 kVA.	7,236.48
2-2-1-6 Stație de epurare a apelor uzate. Încălzire, ventilație și aer condiționat	6,299.28
2-2-1-7 Stație de epurare a apelor uzate. Plan general	30,729.92
Total Lot 2.2.1, EUR cu TVA 0%	537,760.35
Lot 2.2.2 - Compartimente	Valoare, EUR
2-2-2-1 Rețele exterioare de canalizare	75,135.19
2-2-1-2 Conectari individuale la rețelele exterioare de canalizare	19,726.52
Total Lot 2.2.2, EUR cu TVA 0%	94,861.71
TOTAL Lot 2.2.1 + Lot 2.2.2	632,622.06

Comisia de recepție:

Președinte: SCUTARU Ion
(nume, prenume)

(semnătură)

Specialiștii atestați și membrii comisiei:

PROFIRE Artur

PREINSTORFER Stefan

SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu

Anexa nr. 12
la COD Nr. 434
din 28-12-2023

INVESTITOR

Agentia Austriacă pentru Dezvoltare (ADA)
Delegatia Uniunii Europene în Republica Moldova

PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRIILOR
Nr. 07 din 18.06.2026

cu privire la lucrările de construcții: **”Îmbunătățirea sanitației în s. Scoreni r-nul Straseni prin soluții descentralizate”** executate la obiectivul **Rețele de canalizare și Statia de Epurare** având categoria de importanță **C (CC2)**, fiind finanțate din contul mijloacelor **Agentiei Austriacă pentru Dezvoltare (ADA) și Delegatia Uniunii Europene în Republica Moldova**, executată în cadrul contractului **nr. Aussch/14-RE/2023 (032 – Lot 2 – Straseni)** din **18.10.2024**, încheiat între **Agentia Austriacă pentru Dezvoltare, Primaria Scoreni, Galesti și Capriana și consorțiu AM Sisteme SRL, Darnic Gaz S.A. și SC Montex-Gaz SRL** pentru **lucrările generale de construcție pentru obiectul descris mai sus.**

1. Lucrările au fost executate în baza autorizației **nr. 4**, eliberată de **Primaria com. Scoreni** la data de **03.12.2024**.

2. Comisia de recepție și-a desfășurat activitatea în perioada **18.06.2026**, fiind formată din:

Presedinte:

TĂBĂCARI Svetlana – primarul com. Scoreni, r-nul Straseni;

Membrii comisiei:

- **PROFIRE Artur - Lider de echipă EU4Moldova: Programul comunităților locale;**
- **PREINSTORFER Stefan – Manager de proiect Posch & Partner GmbH Austria;**
- **SCHIVU Dumitru - Specialist atestat în domeniu (Certificat no. 0428 Seria 2023-RTLS);**
- **VIRLAN Vasile - Proiectant Apcan Proiect SRL (Certificat no. 0031 Seria 2025-P);**
- **DELEJANU Tudor – specialist atestat în domeniu (Certificat no. 0427 Seria 2023-RTLS);**
- **BAGHICI Vladimir – Diriginte de santier (Certificat no. 1408 Seria 2024-RT);**
- **SCOBICI Sergiu – Responsabil Tehnic (Certificat no. 1921 Seria 2023-DS).**

3. La recepție au mai participat:

MEREACRE Andrei - Reprezentant AM Sisteme SRL, Darnic Gaz S.A. și SC Montex -Gaz SRL
(numele, prenumele) (calitatea)

Au fost invitați:

CHIHAI Maria – Inspectia pentru Protectia Mediului Straseni;
(numele, prenumele) (calitatea)

STAVENSCHI Victoria – Centru de Sanatate Publica Chisinau;
(numele, prenumele) (calitatea)

Inspectoratul Național pentru Supraveghere Tehnică;
(numele, prenumele) (calitatea)

4. Descrierea obiectului recomandat spre recepție:

4.1 Obiectivul cu numărul cadastral 8036203.715.01, cu adresa r-nul Straseneni, com. Capriana, extravilan, cu destinația Cladiri ale gospodăriei comunale, format din următoarele construcții Litera 2A, având suprafața la sol 22,2, suprafața totală 16,8 și numărul de nivele 2, conform certificatului despre rezultatul inspecției construcției nr. 296/25 din 17.12.2025, eliberat de Geoid Cad SRL.
(se indică executantul lucrării cadastrale)

și anexat la prezentul proces-verbal.

5. Comisia de recepție, în urma examinării și analizei lucrărilor executate și a documentelor din Cartea tehnică a construcției, precum și a constatărilor organelor de control, a constatat următoarele:

- lucrările de construcții au fost executate și recepționate conform listei-anexă nr. 1;
- lucrările de construcții au fost complet terminate la data de 11.06.2026;
- observațiile Comisiei de recepție sunt prezentate în lista-anexă nr. 2;
- documentația de execuție care lipsește sau este incompletă, conform listei-anexă nr. 3;
- instrucțiunile de exploatare și urmărire a comportării în exploatare a obiectivului au fost sau nu transmise proprietarului;
- valoarea obiectivului este de 309,284.72 euro, conform listei-anexă nr. 4.

6. Cartea tehnică a construcției a fost prezentată după cum urmează:

- Capitolul A – Documentația de proiect a construcției;
- Capitolul B – Documentația privind execuția construcției;
- Capitolul C – Documentația privind recepția construcției;
- Capitolul D – Documentația privind exploatarea, întreținerea, repararea și urmărirea comportării în exploatare a construcției.

7. Comisia de recepție, în urma constatărilor făcute, propune:

Recepționarea lucrărilor de construcție a obiectului

8. Comisia de recepție motivează propunerea prin:

La momentul respective lucrările de constructive-montaj sunt terminate

9. Comisia de recepție recomandă următoarele:

După expirarea termenului de garanție de propus spre recepția finală.

10. Concluzia Inspectoratului Național pentru Supraveghere Tehnică (INST) se anexează la prezentul proces-verbal de recepție la terminarea lucrărilor și este parte indispensabilă a acestuia.⁽¹⁾

⁽¹⁾ Se aplică doar pentru obiectivele prevăzute la art. 197 alin. (9) din Codul urbanismului și construcțiilor nr. 434/2023. Semnătura șefului/șefului adjunct și a reprezentantului INST se aplică atât pe prezentul proces-verbal, cât și pe concluzia anexată.

11. Prezentul proces-verbal, conținând 3 file și 4 anexe numerotate, cu un număr total de 7 file, a fost încheiat la data de 11.06.2026 în 1 exemplar semnat electronic.

Specialiștii atestați și membrii comisiei:

Președinte: TĂBĂCARI Svetlana

(nume, prenume)

Digitally signed by Tabacari Svetlana

Date: 2026.06.18 14:57:12 EEST

Reason: MoldSign Signature

Location: Moldova

MOLDOVA EUROPEANĂ



(semnătură)

Digitally signed by Profire Artur
Date: 2026.06.18 16:12:12 EEST
Reason: MoldSign Signature
Location: Moldova



Membrii comisiei:

MOLDOVA EUROPEANĂ

PROFIRE Artur

Digitally signed by Schivu Dumitru
Date: 2026.06.18 16:08:02 EEST
Reason: MoldSign Signature
Location: Moldova

PREINSTORFER Stefan

MOLDOVA EUROPEANĂ



Signatory	Stefan Preinstorfer
Date/Time-UTC	2026-06-18T13:48:13+02:00
Verification	Information about the verification of the electronic signature can be found at: https://www.signaturpruefung.gv.at

SCHIVU Dumitru

Digitally signed by Virilan Vasile
Date: 2026.06.18 15:58:48 EEST
Reason: MoldSign Signature
Location: Moldova

VIRLAN Vasile

MOLDOVA EUROPEANĂ



Digitally signed by Delejanu Tudor
Date: 2026.06.18 16:32:58 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



DELEJANU Tudor

Digitally signed by Baghici Vladimir
Date: 2026.06.18 14:52:53 EEST
Reason: MoldSign Signature
Location: Moldova

BAGHICI Vladimir

MOLDOVA EUROPEANĂ



SCOBICI Sergiu

Digitally signed by Scobici Sergiu
Date: 2026.06.18 16:19:29 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



Reprezentantul INST⁽²⁾

(nume, prenume)

(semnătură)

Șef/șef adjunct al INST⁽²⁾

(nume, prenume)

(semnătură)

⁽²⁾ Se aplică doar pentru obiectivele prevăzute la art. 197 alin. (9) din Codul urbanismului și construcțiilor nr. 434/2023.

12. Construcția **Îmbunătățirea sanitației în s. Scoreni r-nul Strasenii prin soluții descentralizate** este:

TRANSMISA:
EXECUTANTUL/ANTREPRENOR

MEREACRE Andrei
Reprezentant Consortiu
AM Sisteme SRL, Darnic Gaz S.A. si
SC Montex-Gaz SRL

18 iunie 2026

Digitally signed by Mereacre Andrei
Date: 2026.06.18 16:18:00 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ

(semnătura)



PRIMITA:
INVESTITORUL/BENEFICIAR

TĂBĂCARI Svetlana
primarul com. Scoreni r-nul Strasenii

18 iunie 2026

Digitally signed by Tabacari Svetlana
Date: 2026.06.18 14:58:14 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ

(semnătura)



Nu sunt

[illegible]

Președinte: **TĂBĂCARI Svetlana**
(nume, prenume)

(semnătură)

PROFIRE Artur

PREINSTORFER Stefan

SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu

**Anexa nr. 2 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 07 din 18.06.2026**

Lista lucrărilor cuprinse în Documentația Tehnică ce n-au fost executate calitativ:

1. De curatat santierul de surplusul de pamint si ramasite de materiale de constructie;
2. De asigurat repetat functionalitatea generatorului electric si interconectarea cu SE;
3. De controlat functionalitatea la hidroforul instalat;
4. De controlat sistemul de pornire si programare la iluminatul exterior.

Comisia de recepție:

Președinte: **TĂBĂCARI Svetlana**
(nume, prenume)

(semnătură)

Specialiștii atestați si membrii comisiei:

PROFIRE Artur

PREINSTORFER Stefan

SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu

**Anexa nr. 4 la procesul-verbal de recepție la terminarea lucrărilor
Nr. 07 din 18.06.2026**

Valoarea obiectivului este următoarea:

Lot 2.3 - Compartimente	Valoare, EUR
2-3-1 Rețele exterioare de canalizare	29,226.74
2-3-2 Rețele exterioare de canalizare sub presiune	8,016.61
2-3-3 Stație de epurare a apelor uzate. Tehnologia	121,872.79
2-3-4-1 Stație de epurare a apelor uzate. Lucrări civile	69,302.11
2-3-4-2 Camera paznicului.	4,580.88
2-3-4-1-1 Stație de epurare a apelor uzate. Alimentare energie electrică	16,332.50
2-3-4-1-2 Stație de epurare a apelor uzate. Generator 55 kVA	13,828.21
2-3-5 Stație de epurare a apelor uzate. Plan general	46,124.88
Total Lot 2.3, EUR cu TVA 0%	309,284.72

Comisia de recepție:

Președinte: **TĂBĂCARI Svetlana**
(nume, prenume)

(semnătură)

Specialiștii atestați și membrii comisiei:

PROFIRE Artur

PREINSTORFER Stefan

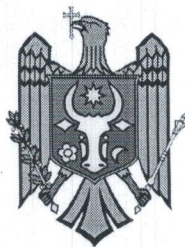
SCHIVU Dumitru

VIRLAN Vasile

DELEJANU Tudor

BAGHICI Vladimir

SCOBICI Sergiu



REPUBLICA MOLDOVA
PRIMĂRIA COMUNEI GĂLEȘTI
RAIONUL STRĂȘENI

MD-3717, s. Gălești r-nul Strășeni, tel: 023753236
email: adm.galesti@gmail.com www.satul-galesti.md



SCRISOARE DE RECOMANDARE

Prin prezenta, Primăria comunei Gălești, raionul Strășeni, confirmă buna colaborare cu compania SRL AM Sisteme, în calitate de Antreprenor, pentru executarea lucrărilor în cadrul proiectului „*Îmbunătățirea sanitației în s. Gălești, r-nul Strășeni prin soluții descentralizate*”, realizate în baza Contractului Nr. 6550-00/2022 / 032/AussEn/14-RE/2023 032 – Lot 2 – Strășeni din 18.10.2024.

Pe durata implementării contractului, SRL AM Sisteme a dat dovadă de profesionalism, competență tehnică și responsabilitate în executarea lucrărilor asumate. Activitățile au fost desfășurate în conformitate cu documentația tehnică, prevederile contractuale și normele în vigoare, fiind respectate cerințele de calitate și exigențele specifice proiectului.

Totodată, echipa antreprenorului a manifestat o bună capacitate de organizare, promptitudine în soluționarea situațiilor apărute în procesul de execuție și disponibilitate pentru o colaborare eficientă cu reprezentanții beneficiarului și cu ceilalți participanți implicați în implementarea proiectului.

Pe parcursul executării lucrărilor, compania a utilizat resurse tehnice și umane corespunzătoare, respectând cerințele privind calitatea, securitatea muncii și disciplina tehnologică. Lucrările executate au fost apreciate pentru nivelul lor calitativ și pentru respectarea cerințelor stabilite prin contract.

În baza experienței de colaborare, Primăria comunei Gălești recomandă SRL AM Sisteme ca un antreprenor de încredere, capabil să execute lucrări de construcții și infrastructură inginerească la un nivel profesional înalt, respectând termenele asumate și standardele de calitate.

Cu respect,

Primarul comunei



Nicolae BUDU

SCRISOARE DE RECOMANDARE

Prin prezenta, Primăria satului Scoreni, raionul Strășeni își exprimă aprecierea față de compania **SRL AM Sisteme**, în calitate de Antreprenor pentru executarea lucrărilor în cadrul proiectului **"Îmbunătățirea sanitației în s. Scoreni r-nul Straseneni prin soluții descentralizate"**, executat în baza **Contractului Nr. 6550-00/2022 / 032/ Aussch/14-RE/2023 (032 – Lot 2 – Straseneni) din 18.10.2024.**

Compania **SRL AM Sisteme** a demonstrat pe întreaga perioadă de implementare a proiectului un nivel înalt de profesionalism, responsabilitate și capacitate organizatorică. Lucrările contractate au fost executate în conformitate cu documentația de proiect, cerințele tehnice aplicabile și prevederile contractuale, respectând standardele de calitate și normele în vigoare.

Pe parcursul executării lucrărilor, reprezentanții companiei au manifestat deschidere, operativitate și flexibilitate în soluționarea aspectelor tehnice apărute, contribuind la buna desfășurare a proiectului și la atingerea obiectivelor stabilite. Profesionalismul echipei, experiența acumulată și seriozitatea în îndeplinirea obligațiilor asumate au constituit factori importanți pentru realizarea cu succes a lucrărilor.

Serviciile prestate de SRL AM Sisteme s-au remarcat prin calitate, eficiență și conformitate cu cerințele beneficiarului, iar colaborarea cu această companie s-a desfășurat în condiții de corectitudine și respect reciproc.

Având în vedere cele expuse mai sus, recomandăm cu încredere compania **SRL AM Sisteme** pentru executarea lucrărilor de construcție și infrastructură inginerescă de complexitate similară.

Cu respect,

Primăria satului Scoreni

Primar, Svetlana Tabacari

