

LDK Consultants Engineers and Planners S.A.
Off 21 Thivaidos st.
GR-145 64 Kifissia
Athens, Greece

"CENTRUL DE EFICIENTA ENERGETICA" S.R.L.
27 Sfatul Tarii str., office 47
MD-2012, Chisinau,
Moldova

Contract number : LDK/CHI/CEE/1

Athens 17 September 2018

**AGREEMENT
FOR PROVISION OF SERVICES BETWEEN**

LDK Consultants Engineers and Planners SA with offices at Off 21, Thivaidos str. Kifissia, 14564 Kifissia, Greece (VAT no. EL094061957), (hereinafter referred to as "LDK" or "the Contractor"), hereby duly represented by Mr. Christos Zacharias, and –

"CENTRUL DE EFICIENTA ENERGETICA" S.R.L.

Tax code 1015600001961, with address: 27 Sfatul Tarii str., office 47, MD-2012, mun. Chisinau, Republic of Moldova, represented by the Administrator Grigore Retis (hereinafter called "CEE" or the "Subcontractor")

A. Scope of Agreement and General Conditions

Efficiency (EE) and Thermal Building Refurbishment Project in Chisinau", funded by EIB.

The services will be provided exclusively by the particular Sub-Contractor according to the conditions of the relevant notice as prepared by the contracting authority. The Sub-Contractor is in full knowledge of this relevant documentation and accepts to work under these terms.

Services will be considered completed upon approval from the project's Team Leader and the project's Beneficiary and/or Contracting Authority.

Specific services to be offered:

Task 1: Quality control of the energy audit methodologies and reports for Lots 1 and 2, prepared by the energy auditors for relevant tenders ran in 2018, including participation in meetings and site visits and development of relevant assessment reports according to predefined format.

Task 2: Participation in the prefeasibility study for Moldova Energy Efficiency project, including presence in meetings and site visits and preparation of some sections of calculations and the study.

The Sub-Contractor will supply for the purposes of this project Mr. Gregory Retish

B. Contract Duration

15 September 2018 – 31 January 2019

C. Sub-Contractor's Input:

Task 1: maximum 20 working days

Task2: maximum 40 working days

Total: maximum **60 working days**

D. Remuneration and Taxation

The remuneration of the **Sub-Contractor** will consist of a **daily fee** which is defined in Appendix 1. Remuneration of fees will be made after completion of services provision with the supporting invoice and timesheet as defined in Appendix 1. Remuneration

will be paid into the **Sub-Contractor's** designated account, as indicated in Appendix 2. The **Sub-Contractor** will bear all bank commission charges at his end.

E. International travel-Transportation in Project Country

All travel expenses for the purposes of the project, will be covered by the Contractor in accordance to the provisions of Appendix 1. All used and unused ticket coupons and boarding cards issued in connection with travel during the engagement shall be returned to LDK to ensure reimbursement for the tickets.

F. Remuneration for other expenses

In case that the **Sub-Contractor** is asked by LDK to incur costs other than those covered by the above provisions, a separate statement of expenses is to be submitted with the invoice for services provided. All original documentation, receipts and invoices concerning those costs are to be forwarded to LDK with the statement.

All claims for remuneration must be supported by original documentation and submitted to LDK within 30 days after the expense was incurred. Payment will be done in the same way as payment for services.

G. Insurance and Medical Treatment

The **Sub-Contractor**, by signing this document, declares that he is insured against direct claims relating to damages caused to him, which may arise in relation to the execution of the present contract.

H. Discretion

By accepting the terms and conditions outlined in this contract the **Sub-Contractor** agrees that he will act as the exclusive agent of LDK and to promote the company's business interests. However, the **Sub-Contractor** has no authority to anyhow bind contractually or release LDK from any obligations towards any third parties, except in cases LDK provides its prior specific direct consent in writing. The **Sub-Contractor** is under an obligation of discretion on all matters concerning the activities of LDK. Thus, the **Sub-contractor** shall not make any statements publicly or to the media in Europe or abroad regarding LDK or its activities unless LDK has provided written permission to do so. This obligation shall also apply after the termination of the engagement with LDK.

I. Force Majeure, Termination and Disagreement

1.- In cases of force majeure, indicatively such as war, major civil disturbances, cancellation of contracts with clients or similar conditions making it necessary for LDK to cease work on the project, or if the **Sub-Contractor** is repatriated because of incapacity due to any reason (illness for less than one month is not included) or upon request of the Contracting Authority or the Client or National or other competent Authorities, the present contract can be terminated by LDK within 10 days' notice.

2.- In the case of gross misconduct or failure to deliver the services as required under this contract on the part of the **Sub-Contractor**, LDK will be entitled to terminate this contract with 10 days' notice.

3.- In case of termination of the present contract, all amounts due regarding remuneration of rendered services and expenses sustained up to the date of termination, shall be paid no later than 45 days after termination date as per clauses D, E, and F herein, except in cases of provisions of paragraph I.) hereinabove apply. In such cases (paragraph I2, i.e. gross misconduct or failure) LDK reserves all rights to claim any damages it suffers due to **Sub-Contractor's** acts or omissions. LDK shall in no case be liable to the other party for any indirect damages such as, indicatively, loss of anticipated income or prospective profits, for expenditures or investments related to performance hereunder, or for any other damages or compensation whatsoever, in case of termination of this Agreement in conformity with the terms thereof.

4.- This Agreement may not be assigned or otherwise transferred by the **Sub-Contractor** without the prior written consent of LDK.

No addition or amendment to this Agreement shall be valid unless made in writing and executed by the parties hereto.

5.- Any expenses incurred by LDK in this respect, which means expenses that are directly related to the default or inability of provision of services, will be deducted from any final settlement due or shall be paid to LDK upon demand. Gross misconduct is defined as theft, fraud, drunken, violent or abusive behaviour at **Sub-Contractor's** place of work, as well as any activity considered illegal under the laws of the project country. Should the beneficiary, the Contracting Authority or the Client or National or other competent Authorities, request the Contractor to remove the **Sub-Contractor** on the grounds of gross misconduct or failure to deliver services, the contractor may suspend the contract with the **Sub-contractor** until the veracity of the complaint can be verified. In these cases however, the Contractor reserves the right to apply the provisions of clause K3 herein, and terminate the present agreement.

Any issue of the conditions presented in this contract, as well as any question arising between LDK and the **Sub-Contractor** which results from or is connected with the present contract and which cannot be settled amicably is to be settled by the competent courts of Athens under Greek law.

J. Personal Data and Information

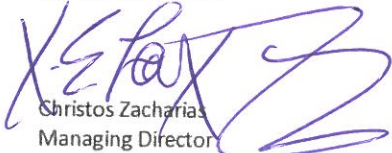
Throughout this term and for a period of 10 years thereafter, LDK will keep records of the counterparty's personal data in order to carry out its obligations under the tax authorities, community and other legislation. These records will be protected by physical and electronic means and will be available only to the specially appointed employees of the company, the authorities and other persons entitled. The Subcontractor has a right of access to the data concerning him / her and is entitled to know the purpose of their processing.

The contractor is required to comply with the Greek and/or European legislation regarding the Environment, and Health and Safety in the workplace.

This contract comes into force upon signature by both parties.

Date / Ημερομηνία:

For the Contractor


Christos Zacharias
Managing Director

For the Sub-Contractor


Retiş Grigore
Administrator



**APPENDIX 1
REMUNERATION**

Fees:

The fee payable will consist of a gross daily fee of **150 Euro (one hundred fifty €)** per working day for a maximum of sixty **(60)** working days. The maximum amount of fees foreseen under this contract is **9000 Euro (nine thousand €)**. The fee rate includes, overtime, all social charges and holiday payment, if relevant.

Payment will be effected within 10 working days after the submission of the relevant invoice and timesheet from the **Sub-Contractor**.

Remuneration will be paid into the **Sub-Contractor's** designated bank account. The **Sub-Contractor** will bear all bank commission charges at his end.

Other expenses


For subsistence expenses during travels the Subcontractor will be reimbursed separately after the submission of respective original receipts.

Accommodation at hotels will be arranged and paid by LDK.

All claims for remuneration of expenses must be supported by original documentation and submitted within 30 days from the day the expense was incurred.

Payment

Payment of fees will be effected upon presentation of monthly timesheets and approval of all deliverables produced in the relevant time period, by the Project Director and EBRD.



APPENDIX 2

Designated bank account of Sub-Contractor

"Centrul de Eficiență Energetică" S.R.L.

Republic of Moldova, MD 2012, mun. Chisinau

Tel./fax: +373 22 24 11 00

Sfatul Tarii str. 27, of. 47

Correspondent bank:

DZ Bank AG, Frankfurt/Main, Germany

SWIFT Code: GENODEFF

Beneficiary's Bank:

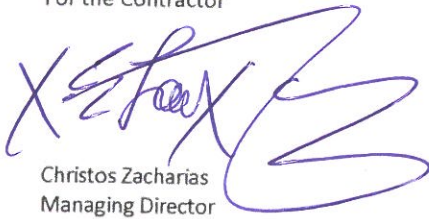
BC Victoriabank S.A., Chisinau, Moldova

SWIFT Code: VICBMD2X

IBAN: MD09VI022242900000037EUR

Beneficiary's name: CENTRUL DE EFICIENTA ENERGETICA SRL

For the Contractor



Christos Zacharias
Managing Director

For the Sub-Contractor



Retiş Grigoriu
Administrator

APPENDIX 3
Project ToR

