

# CONTRACT FOR WORK SIMPLE

Between

**People in Need** (Člověk v tísni, o.p.s.)

Local office address: 56 A. Mateevici str., Chisinau, Republic of Moldova

registered office at Šafaříkova 24, Prague 2, 120 00, Czech Republic

identification number (IC): 25 75 52 77

represented by **Rafał Chibowski, Country Director**

(hereinafter referred to as "**PIN**")

and

**Name: Influent Group Construct SRL**

Identification No: 1019600000353

registered office: str.Calea Iesilor, 16/6, ap.29, MD-2069, mun.Chisinau

represented by: **Radu Gavgas**

(hereinafter referred to as the "**Contractor**")

## **Banking details**

Account Name and address: **Influent Group Construct SRL**

Account Number: MD12ML000000002251104138

Bank name and address: BC "Moldindconbank" SA, Sucursala "Calea Iesilor"

SWIFT code: MOLDMD2X

IBAN: MD12ML000000002251104138

Country: Republica Moldova

## **I. SUBJECT OF THE CONTRACT**

**1. Type of Work:** Under this Contract, the Contractor undertakes to perform for PIN the following type of Work: **Repair work for kitchen and canteen of Gymnasium Taras Shevchenko, Chisinau**, further details in **Annex A** (hereinafter referred to as the "**Work**")

**2. Remuneration:** The parties have agreed on the Remuneration for the Work in the following amount and currency:

PIN undertakes to pay the price for the work in the total amount of **354.464,07 MDL (Including VAT)**.

The Remuneration is calculated on the basis of the binding budget which is attached together with the description of the Work in **Annex A**.

**3. Payment:** The parties have agreed on the following method of payment of the Remuneration.

The price shall be paid to the Contractor in two instalments based on invoices:

- the first instalment in the amount of **30%** of the total amount specified in paragraph 2 of this Article, i.e. **106.339,22 MDL (Including VAT)**, shall be paid to the Contractor within 7 days after the conclusion of this Contract;
- the second final instalment in the amount of **248.124,85 MDL (Including VAT)** shall be paid to the Contractor within 10 days after the handing over of the work to PIN according to Article VI. of this Contract.

**4. Time Schedule:** The Contractor shall complete the whole Work not later than **80 calendar days from the date of Contract signing**.

**5. Guarantee period:** The Contractor shall guarantee the quality of the Work for the period of **60 months** from the handing over of the Work to PIN. During this Guarantee Period the Contractor shall be liable

for defects which occurs on the Work or its part and shall fix any defects within 10 days after getting notification from PIN.

- 6. Subcontracting:** The Contractor is authorized to sub-contract or transfer its obligations under this Contract to third parties, however the Contractor shall be responsible to PIN for execution of the Work and performance of this Contract. If the Contractor performs the Work through one or more designated sub-contractor(s), the Contractor is responsible for ensuring that the sub-contractor(s) comply with all provisions of this Contract and its Annexes.
- 7. Costs:** Reimbursement of all costs incurred by the Contractor in connection with the Contract is included in the agreed Remuneration.
- 8. Reduced Remuneration:** PIN has the right to reasonable proportionate reduction from the agreed remuneration in case the Contractor does not perform the Work duly, properly and/or in time and/or does not remedy any insufficiencies.
- 9. Taxation:** The Contractor is responsible for the taxation of the amount paid.
- 10. Contractual Penalty:** In case the Contractor fails to handover the ordered Work in the agreed quality and/or amount and/or on the agreed delivery date, the Contractor shall be obliged to PIN a contractual penalty in the maximum amount of **0,5%** of the agreed remuneration for each day of delay with the complete handover of the Work. In the event the failure relates solely to a part of the Work, the contractual penalty shall be calculated from the amount of the agreed remuneration corresponding to the price of the unfinished Work.
- 11. Jurisdiction:** This Work Contract and all legal relations arising out of it, including disputes, shall be governed exclusively by the Czech law. Any dispute arising from the performance of this contract shall be decided by the courts of the Czech Republic; the local court authorized to decide on such dispute shall be the court in the territory of which PIN has its registered seat.
- 12. Contact Persons:** Unless the parties agree otherwise the contact persons shall be:  
For PIN:  
**Octavian Olaru** Phone **+(373) 60393617** E-mail: **octavian.olaru@peopleinneed.net**  
For the Contractor:  
**Radu Gavgas** Phone **+(373) 69276881, 069838332** E-mail: **influentgroup@mail.ru**

## **II. FURTHER CONDITIONS**

The Contractor is obliged to pursue the Work with due professional diligence and in accordance with local law, to ensure the quality and quantity of the Work in accordance with the requirements set out herein. The Contractor is obliged to ensure that all works provided and materials used are in accordance with local law and technical, civil engineering, industry and other applicable standards.

The Contractor shall carry out the Work at its own expense and at its own risk. The Contractor undertakes to carry out the Work in its own name. Contractor shall bear all the risk of loss to the work, or materials or equipment for the work especially but not exclusively due to the fire, theft, vandalism, flooding or other casualty or cause, until the work is fully completed and accepted by PIN. All the damage or loss to any property caused in whole or in part by the Contractor, any Sub Contractor or anyone directly or indirectly employed by any of them, or by whose acts any of them may be liable, shall be remedied by the Contractor.

If PIN requires the Contractor to carry out additional works not agreed in this Contract, the Contractor is obliged to carry out such works. If the price for such works is not agreed between the contractual parties, PIN shall increase the price for the Work reasonably and shall pay the price usual for similar works in the local environment.

If PIN requires the Contractor to restrict the extent or the scope of the Work agreed in this Contract, the Contractor is obliged to restrict it, then PIN shall reasonably decrease the price.

The Contractor shall follow orders of PIN however the Contractor shall be obliged to notify PIN if the given orders are unsuitable.

PIN has the right request information on the progress of the works and the Contractor's compliance with the deadlines. The Contractor must consult regularly with PIN and notify PIN promptly and in writing of any significant problems or changes that could affect the successful execution of the Work.

### III. HANDOVER

The Contractor is responsible for the Work until its handover to PIN and shall cover damages that may occur to the Work in this period.

The Contractor shall notify PIN about the completion of the Work not later than the execution deadline specified in Anex B. PIN shall designate a day for handing over the Work without unnecessary delay.

The handover record shall be made and signed by both contractual parties. If the Work has a major defect or more than one minor defect, PIN is not bound to take it over until the defect or defects are remedied by the Contractor at its own expense as soon as possible according to the PIN's requirements.

The Contractor shall be liable for any defects of the Work which the Work has at the time of its handover to PIN (regardless if defects are described in the handover record or not) and for any defects of the Work. The Contractor shall be liable for damages which may arise out of such defects.

### IV. TERMINATION

Each contractual party is authorized to terminate immediately this Contract if the other party substantially breaches this Contract.

PIN is further entitled to terminate immediately this Contract:

if the Contractor does not remedy deficiencies found out by the inspection and/or in the Work diary and/or other breaches of its obligations under the contract in reasonable time, or

in case of force majeure (such as civil disorder, military action, or any similar cause beyond the control of any contractual party) which makes impossible the performance of this Contract or would cause delay in performance of this Contract.

In the event of termination of this Contract by PIN under paragraphs 1. and 2. of this Article PIN shall pay to the Contractor only the amount for the satisfactorily completed part of the Work by the Contractor as confirmed by PIN or by another person designated by PIN for supervision. If the instalments of the price already paid by PIN exceed the amount to which the Contractor is entitled under this Article the Contractor is obliged to return to PIN the amount which was paid in excess.

Until the Work is completed PIN is entitled to terminate the Contract immediately without any reason. However, in such case PIN shall pay to the Contractor the amount for works satisfactorily completed by the Contractor as confirmed by PIN or by another person designated by PIN for supervision and further PIN shall pay other reasonably expended costs not included in such paid amount. If the instalments of the price already paid by PIN exceed the amount to which the Contractor is entitled under the previous sentence of this Article the Contractor is obliged to return to PIN the amount which was paid in excess.

The termination is effective upon delivery of the written termination notice to the other party.

### V. WARRANTY

**Forbidden Practices:** The Contractor hereby declares and warrants that the Contractor rejects corrupt, fraudulent, collusive and/or coercive practices and the Contractor has neither been engaged in such practices nor have been irrevocably convicted of an offence or a crime concerning its professional conduct.

**Employment and Subcontracting:** The Contractor shall respect social rights and provide its employees with proper working conditions based on international labor standards. The Contractor shall not engage in the employment of children. Where applicable, the Parties shall also consider environment and avoid Contractors and sub-Contractors of any connection with a party to a conflict, involvement in the supply of transport of illicit arms and/or land-mines, or involvement in the unethical exploitation of natural resources. PIN may conduct on-site visits or use equivalent methods to ensure compliance of the Contractor with these principles.

**Code of Conduct:** The Contractor hereby declares and warrants that the Contractor has read and understood the Essentials of PIN Code of Conduct and Key Policies, and agrees to uphold the standards of conduct required. Electronic copy of these principles is available at:

[https://www.peopleinneed.net/media/publications/1844/file/pin\\_code\\_of\\_conduct\\_and\\_key\\_policies\\_essential-principles\\_final\\_2022.pdf](https://www.peopleinneed.net/media/publications/1844/file/pin_code_of_conduct_and_key_policies_essential-principles_final_2022.pdf)

**Preventing Transactions with Sanctioned Groups and Individuals:** The Contractor bears responsibility for ensuring, during the entire Contract period, compliance with economic sanctions laws and regulations, including the laws enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), the United States Department of State, as well as any similar laws defined by the European Union ("EU"), the United Nations ("UN") or the Czech government. The Contractor may not have transactions with, or support, any organizations and/or individuals who commit, threaten, or support terrorism.

**Trafficking in Persons:** For the duration of this Contract the Contractor and his employees, consultants or volunteers may not engage in trafficking in persons as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime; procure commercial sex act during the period of this Contract; use of forced labour in the performance of this Contract.

**Conflict of Interest:** The Parties shall take all necessary precautions to avoid or end conflicts of interests and the Contractor shall inform PIN without delay of any situation constituting or likely to lead to any such conflict. It is obligation of PIN to notify the donor in writing and without delay. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

**Authorized Access:** The Parties shall give the donor, PIN or any other person or organization authorized by the donor or PIN (hereinafter jointly referred to as the "Authorized Persons"), full and on-the-spot access to any location where this Contract is or was performed, and to all documents and information in relation to the performance of this Contract. The Parties shall also allow access for on-site visits and field or headquarters audits, and any checks, inspections and verifications to be carried out by the Authorized Persons. Parties shall abstain from any obstructive practice, which could hamper such right of the Authorized Persons.

**Intellectual Property Rights:** Unless agreed by the Parties otherwise in writing, ownership of the results of the Contract performance, including but not limited to industrial and intellectual property rights of the reports and other documents relating to it, shall be vested in PIN. The Contractor undertakes to ensure that it has all the rights to use any pre-existing industrial and intellectual property rights for the Contract performance by the Contractor. To avoid any doubts, PIN hereby acquires without further charge the right to use the results and pre-existing rights in any manner unlimited by the amount, time and territory and may authorize third persons to do so.

**Misconduct Reporting:** Any known or suspected cases of unacceptable behavior which interfere or threat to materially interfere with the provisions of these Warranties must be reported without undue delay to PIN to one of the following addresses:

for suspicion of fraud, corruption, theft, embezzlement etc.: [fraud@peopleinneed.cz](mailto:fraud@peopleinneed.cz)

for safeguarding and PSEAH cases: [psea@peopleinneed.cz](mailto:psea@peopleinneed.cz)

for any other serious complaints (incl. terrorism financing or money laundering): [report@peopleinneed.cz](mailto:report@peopleinneed.cz).

All information will be treated with the utmost confidentiality.

**Investigation:** The Contractor undertakes to investigate and to fully cooperate with any investigation into the events described in the previous paragraph, whether led by the Contractor, PIN, the Donor or any of their authorized representatives. The investigation may include inspections, on-spot checks and any other methods necessary to investigate the events. PIN shall have the right to start its own investigation into the events at its own discretion if the Contractor's investigation processes are not adequate or investigation is not duly started.

**Consequences for Non-Compliance:** The misrepresentation of the Contractor in regard of any of the above-mentioned warranties or the involvement of the Contractor in any of these situations described shall constitute the right of PIN to terminate this Contract immediately as in case of a substantial breach of this Contract. In case of such termination PIN shall have the right for reimbursement of damages.

## **VI. FINAL PROVISIONS**

**Personal Data:** The Contractor is aware that his/her personal data or the personal data of its representatives provided in this contract will be stored in PIN internal systems for the purpose of the provision of the Contract and for the period of the Contract duration and further for the period required by the donor funding the project, or by the legislation binding for PIN. Other information relating to the processing of these data by PIN are provided on PIN website: <https://www.clovekvtisni.cz/en/personal-data-protection-policy-1s>.

**Confidentiality Clause:** Any information that is related to PIN, its activities, contracting partners or beneficiaries disclosed to the Contractor in connection with performance of the agreed activities under this contract shall be treated as confidential (hereinafter the "**Confidential Information**"). This provision shall not apply to any information having general character and no capacity to identify the objects of protection specified in the previous paragraph. The Contractor shall hold in confidence and not disclose any portion of the above-mentioned confidential information to any third party except for

persons authorized by PIN or by law. The Contractor may only use the confidential information for the purposes authorized by PIN and shall not use them for his/her own purposes. The obligation under this provision shall survive the expiration or termination of this Contract.

**Damage Exemption:** By entering this contract, the Parties acknowledge and understand that the donor of PIN cannot under any circumstances or for any reason whatsoever be held liable for damage or injury caused or sustained by the staff or property of the Parties or their subcontractors while the Contract is being performed or because of the Contract.

**Modifications:** The Contract contains the entire agreement of the parties related to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect. This contract may be supplemented, amended, or modified only by writing executed on behalf of both parties.

**Language Versions:** Should this contract be translated to a language other than English for signature, the English language version will prevail in the event of differences between the two versions.

**Signatures:** The Contract shall be produced in two counterparts and each party shall receive one copy. The parties declare that the Contract is an expression of their free and true will and that they have read the contract in full. In witness thereof, they attach their signatures.

In **Chisinau** on \_\_\_\_\_ **2025**

In **Chisinau** on \_\_\_\_\_ **2025**

\_\_\_\_\_  
On behalf of the Contractor  
Name: **Radu Gavgas**  
Position: **Director**

\_\_\_\_\_  
On behalf of PIN  
Name: **Rafał Chibowski**  
Position: **Country Director**