



Czech Development Agency

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Michal Minčev
director

In Prague on 23rd May 2023
Ref. No.: 281836/2023-ČRA

To whom it may concern

The Czech Development Agency hereby confirms that the project **"Reconstruction of the main sewage pumping station in Hîncești"** (project Ref. No. MD-2017-009-FO-14020/7 confirmed on the basis of contract Ref. No. 281601/2023-ČRA) was launched in May 2023 and will be finished in October 2023.

The project is implemented in the framework of the *"Czech Republic's Bilateral Development Co-operation Programme with Moldova (2018–2023)"*. **The partner of the project** is the Municipality of Hîncești.

The project will be implemented by the Moldavian company BONCOM LTD that has been contracted by the Czech Development Agency.

Contact persons for the project implementation are:

- Mr. Valeriu Conea, general director (phone: +37 69 127679, e-mail: valeriu@boncom.md).

The aim of the project is to improve wastewater management, public health, and the environment in the Municipality of Hîncești in Moldova.

I would kindly appreciate if the representatives of BONCOM LTD company could be given all support, which would contribute to successful implementation of this project.

Yours sincerely,



1.2. The work is further specified in Annex no. 1 – Bill of Quantity, Annex No. 2 – Technical specification and Annex no. 3 – Project Documentation.

1.3. The Supplier undertakes to perform the work duly and in time. The Supplier undertakes to perform the work on its own risk and costs. The CzechAid undertakes to take over the work and pay the price for work according to this Contract.

1.4. The performance of the work is finished after the work has been taken over by the CzechAid or person authorized by the CzechAid and the recipient of the project. Taking over of the work shall be confirmed in writing in a handover protocol.

1.5. The contracting parties have expressly agreed, that the performance of the work must be finished no later than 31 October 2023.

2. TERMS OF PAYMENT

2.1. The CzechAid shall reimburse the Supplier for performance of the work in the amount of **269 076, 497 EUR (in words: two hundred sixty-nine thousand seventy-six euros forty-nine cents) including VAT** (hereafter „price“). The price is final. Any additional or cancelled work must be approved by the CzechAid in a written form before the commissioned work starts. The work will be exempt of duties, taxes as well as of other mandatory payments payable in the Republic of Moldova, in line with the Agreement between the Government of the Czech Republic and the Government of the Republic of Moldova on Development Cooperation (Annex no. 4).

The price will be paid in one instalment.

The payment will only be done in EUR.

Figures in the Supplier's invoice will be in EUR.

The request for the payment shall be admissible only if accompanied by the relevant invoice issued by the Supplier and handover protocol after finishing of the work and in accordance with this Contract.

The CzechAid will reimburse the invoice within the maturity specified in Article 2.3. of this Contract.

2.2. Price for performance of the work is equal to the sum of the item prices in the Bill of Quantity (see the Annex no. 1 to this Contract). In case there will be any additional or canceled works, item price for such works, which shall be implemented in higher or lower quantity, will be specified based on the item prices, stated in the Bill of Quantity. Item price for additional works, which are not specified among the item prices in the Bill of Quantity, will be specified as an open market value related to the place and time – by an agreement of the CzechAid and Supplier. For conversion of prices from MDL to EUR, the fixed exchange rate specified in the Annex no. 1 to this Contract will be used.

2.3. The CzechAid shall reimburse invoice to the Supplier within 21 days of the date on which the request for payment was approved by the CzechAid. The approval will be subject to positive statement from independent technical supervisor about the finished activities. In case of misconduct findings, the invoice will be reimbursed after implementation of corrective measures recommended by the technical supervisor and subsequent control. Corrective measures will be implemented at the expense of the Supplier.

undue delay, if it is not possible for the Client to process personal data in accordance with GDPR without the consent of the data subject. Consent shall be given in the consent form which constitutes Annex 6 to this Contract.

14. FINAL PROVISIONS

14.1. The parties are aware of the fact that this Contract will be published in the Register of Contracts under Act no. 340/2015 Coll., on Register of Contracts because the CzechAid is a person obligated under this act, and the parties agree with the publication. The CzechAid undertakes to arrange the publication within 30 days from the signature of this Contract by both parties.

14.2. This Contract becomes valid on the day of its signature and effective upon its publication in the Register of Contracts. The CzechAid will inform the Supplier about effective date of the Contract by email sent to the Supplier's contact email address stated in this Contract.

14.3. The Contract is done in three original counterparts – two for the CzechAid and one for the Supplier.

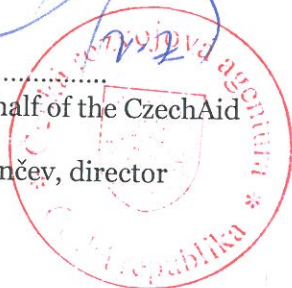
14.4. Done in Prague on 15.5......2023
and in Chisinau on 11.05.....2023

List of Annexes:

- Annex No. 1 – Bill of Quantity;
- Annex No. 2 – Technical Specification;
- Annex No. 3 – Project Documentation (el. form);
- Annex No. 4 – Agreement between the Government of the Czech Republic and the Government of the Republic of Moldova on Development Cooperation;
- Annex No. 5 – Personal data specification;
- Annex No. 6 – Consent to the processing of personal data;
- Annex No. 7 – Supplier's registration documents.


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For and on behalf of the CzechAid

Mr. Michal Minčev, director




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For and on behalf of the Supplier

Mr. Valeriu Conea, Director

