Anexa 1 la Ordinul Ministerului Finanțelor al Republici nr.118 din 28 a
Приложение 1 к приказу Министерства Финансов Республик № 118 от 28 авг

FACTURĂ FISCALĂ
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr. / Серия, № EUK000229727

Data eliberării /data livrării 21.12.2018 / 21.12.2018
Дата выписки /дата поставки

8. Foaia de parcurs / Путевой лист — **seria:** / серия ______ **numar:** / номер ______ **data:** / дата ______

9. Transportator / Перевозчик — **c.f./ nr.TVA** / ф.к./ код НДС /

Furnizor: / Поставщик — S.C. INSTEL-PRIM S.R.L., S.BARDAR Cont MD73VI022242400000097MDL, B.C.`VICTORIABANK`S.A. fil. N24 Ialoveni, VICBMD2X479
c.f./ nr.TVA / ф.к./ код НДС 1004600066986 / 6701147

Cumpărător/beneficiar: / Покупатель/получатель — ALIANTA PENTRU EFICIENTA ENERGETICA SI REGENERABIL, SEC.BOTANICA Cuza Voda, 49, ap. 15 Cont MD77VI222400011336051MDL, BC'VICTORIABANK'S.A. fil.nr.11 Chisinau, VICBMD2X883
c.f./ nr.TVA / ф.к./ код НДС 1018620004585 /

Delegație / Доверенность — seria / серия ____ număr / номер ____ data / дата ____ delegatul / делегированный

4. Documente anexate / Прилагаемые документы — Act de receptie lucrarilor nr.1-GLM/03/18/Ocni 18.12.2018

Punct încărcare / Пункт погрузки — Ialoveni s.Bardar

6. Punct descărcare / Пункт разгрузки — or.Ocnita

7. Redirijări / Переадресовки

10.1 ...numirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului / Наименование товаров/активов, услуг и код товарной позиции товара/актива.	10.2 Unitate de măsură / Единица измерения	10.3 Cantitatea mărfurilor/activelor, volumul serviciilor / Количество товаров/активов, объем услуг	10.4 Preț unitar fără TVA, lei / Цена единицы без НДС, леев	10.5 Valoarea totală fără TVA, lei / Общая сумма без НДС, леев	10.6 Cota TVA,% / Ставка НДС, %	10.7 Suma totală a TVA, lei / Общая сумма НДС, леев	10.8 Valoarea mărfurilor/activelor, serviciilor, lei / Стоимость товаров/активов, услуг, леев	10.9 Altă informație / Другая информация	10.10 Tip ambalaj / Тип упаковки	10.11 Număr locuri / Количество мест	br...
...Modernizarea si instalarea iluminatului stradal ...Ocnita conf.contr. nr.GLM 03/18/Ocnita din ...05.2018	lei	1	1672179,83	1672179,83	0	0,00	1672179,83				
. TOTAL (pe factura fiscală) / Всего (по налоговой накладной)				1672179,83	X	0,00	1672179,83	X	X	X	

.. Permis eliberarea: / Отпуск ...зрешил: director Nicolae Oprea
Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя, подпись

.. Predat mărfurile/activele (serviciile): / Сдал товары/активы (услуги) contabil Nicolae Oprea
Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

L.Ș.
М. П.

.. Primit mărfurile/activele intermediarul (transportatorul):
Принял товары/активы посредник (перевозчик)

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

.. Predat mărfurile/activele intermediarul ...ransportatorul)::
Сдал товары/активы посредник (перевозчик)

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

...imit mărfurile/activele (serviciile) ...mpărătorul/beneficiarul:
Принял товары/активы (услуги) ...окупатель/получатель
contabil Tatiana Talmatchi
Aplicată semnătura digitală de către Cumpărător\Применена цифровая подпись Покупателя

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

INSTEL-PRIM S.R.L. r-nul IALOVENI, s.BARDAR 1004600066986 SOCIETATEA CU RĂSPUNDERE LIMITATĂ MOLDOVA

Digitally signed by Oprea Nicolae
Date: 2018.12.29 16:42:48 EET
Reason: MoldSign Signature
Location: Moldova

Anexa 1 la Ordinul Ministerului Finanțelor al Republ
nr.118 din 28
Приложение 1 к приказу Министерства Финансов Республ
№ 118 от 28

URĂ FISCALĂ
ГОВАЯ НАКЛАДНАЯ

Seria, Nr. / Серия, № **EUK000229726**

a eliberării /data livrării / та выписки /дата поставки **21.12.2018 / 21.12.2018**	**8. Foaia de parcurs** Путевой лист **seria:** серия ____ **numar:** номер ____ **data:** дата ____
	9. Transportator Перевозчик — **c.f./ nr.TVA** ф.к./ код НДС /
Furnizor: Поставщик — **S.C. INSTEL-PRIM S.R.L., S.BARDAR Cont MD73VI022242400000097MDL, B.C.`VICTORIABANK`S.A. fil. N24 Ialoveni, VICBMD2X479**	**c.f./ nr.TVA** ф.к./ код НДС 1004600066986 / 6701147
Cumpărător/beneficiar: Покупатель/получатель — **ALIANTA PENTRU EFICIENTA ENERGETICA SI REGENERABIL, SEC.BOTANICA Cuza Voda, 49, ap. 15 Cont MD77VI222400011336051MDL, BC'VICTORIABANK'S.A. fil.nr.11 Chisinau, VICBMD2X883**	**c.f./ nr.TVA** ф.к./ код НДС 1018620004585 /
Delegație Доверенность **seria** серия ____ **număr** номер ____ **data** дата ____ **delegatul** делегированный	**4. Documente anexate** Прилагаемые документы — **Act de receptie lucrarilor nr.1-GLM/03/18/Can din 18.12.2018**
Punct încărcare Пункт погрузки **Ialoveni,s.Bardar**	**6. Punct descărcare or.Cantemir** Пункт разгрузки — **7. Redirijări** Переадресовки

10.1 enumirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului / Наименование товаров/активов, услуг и код товарной позиции товара/актива.	10.2 Unitate de măsură / Единица измерения	10.3 Cantitatea mărfurilor/activelor, volumul serviciilor / Количество товаров/активов, объем услуг	10.4 Preț unitar fără TVA, lei / Цена единицы без НДС, леев	10.5 Valoarea totală fără TVA, lei / Общая сумма без НДС, леев	10.6 Cota TVA,% / Ставка НДС, %	10.7 Suma totală a TVA, lei / Общая сумма НДС, леев	10.8 Valoarea mărfurilor/activelor, serviciilor, lei / Стоимость товаров/активов, услуг, леев	10.9 Altă informație / Другая информация	10.10 Tip ambalaj / Тип упаковки	10.11 Număr locuri / Количество мест	br
Modernizarea si instalarea iluminatului stradal .Cantemir conf.contr.nr.GLM03/18/Cantemir din .05.2018	lei	1	598875,77	598875,77	0	0,00	598875,77				
. TOTAL (pe factura fiscală) / Всего (по налоговой накладной)				598875,77	X	0,00	598875,77	X	X	X	

. Permis eliberarea: / Отпуск азрешил: director Nicolae Oprea — Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя, подпись

. Predat mărfurile/activele (serviciile): / Сдал товары/активы (услуги) contabil Nicolae Oprea — Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

L.Ș.

M.П.

. Primit mărfurile/activele intermediarul (transportatorul):

Принял товары/активы посредник (перевозчик) ____

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

. Predat mărfurile/activele intermediarul ransportatorul)::

Сдал товары/активы посредник (перевозчик) ____

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

imit mărfurile/activele (serviciile) · mpărătorul/beneficiarul:
Принял товары/активы (услуги) окупатель/получатель — contabil Tatiana Talmatchi — Aplicată semnătura digitală de către Cumpărător\Применена цифровая подпись Покупателя

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

INSTEL-PRIM S.R.L. IALOVENI, S.BARDAR 1004600066986 REPUBLICA MOLDOVA SOCIETATEA CU RĂSPUNDERE LIMITATĂ PENTRU FACTURI

Formular t
Anexa 1 la Ordinul Ministerului Finanțelor al Republicii M
nr.118 din 28 augu
Типовая
Приложение 1 к приказу Министерства Финансов Республики М
№ 118 от 28 августа

FACTURA FISCALA Seria, Nr. **EUK000224724**
НАЛОГОВАЯ НАКЛАДНАЯ Серия, №

Data eliberării /data livrării **21.12.2018 / 21.12.2018** Дата выписки /дата поставки	**8. Foaia de parcurs** Путевой лист **seria:** серия ____ **număr:** номер ____ **data:** дата ____
	9. Transportator Перевозчик — **c.f./ nr.TVA** / ф.к./ код НДС
Furnizor: Поставщик **S.C. INSTEL-PRIM S.R.L., S.BARDAR Cont MD73VI022242400000097MDL, BC VICTORIABANK SA fil. nr 24 Ialoveni, VICBMD2X479**	**c.f./ nr.TVA** 1004600066986 / ф.к./ код НДС 6701147
Cumpărător/beneficiar: Покупатель/получатель **OCNITA OR.PRIMARIA, OR.OCNITA Cont MD78TRPDAY313120D10829AC, Ministerul Finantelor Trezoreria de Stat, TREZMD2X**	**c.f./ nr.TVA** 1007601006922 / ф.к./ код НДС
Delegație Доверенность **seria** серия ____ **număr** номер ____ **data** дата ____ **delegatul** делегированный	**4. Documente anexate** Прилагаемые документы — **Act de receptie a lucrarilor nr.1-GLM03/18/Ocnit din 18.12.2018**
Punct încărcare Пункт погрузки **Ialoveni, s.Bardar**	**6. Punct descărcare** Пункт разгрузки **or.Ocnita** — **7. Redirijări** Переадресовки

10.1 Denumirea mărfurilor/activelor, serviciilor şi codul poziţiei tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной позиции товара/актива.	10.2 Unitate de măsură Единица измерения	10.3 Cantitatea mărfurilor/activelor, volumul serviciilor Количество товаров/активов, объем услуг	10.4 Preț unitar fără TVA, lei Цена единицы без НДС, леев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, леев	10.6 Cota TVA,% Ставка НДС, %	10.7 Suma totală a TVA, lei Общая сумма НДС, леев	10.8 Valoarea mărfurilor/activelor, serviciilor, lei Стоимость товаров/активов, услуг, леев	10.9 Altă informație Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Количество мест	10. Ma brută Ма брутто
Modernizarea si instalarea iluminatului stradal .Ocnita,conf.contr.GLM03/2018/Ocnita din .05.2018	lei	1	485009,78	485009,78	0	0,00	485009,78				
. TOTAL (pe factura fiscală) / Всего (по налоговой накладной)				485009,78	X	0,00	485009,78	X	X	X	

. Permis eliberarea: Отпуск разрешил: director Nicolae Oprea — Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя, подпись

. Predat mărfurile/activele (serviciile): Сдал товары/активы (услуги) contabil Nicolae Oprea — Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

L.Ș.

М.П.

. Primit mărfurile/activele intermediarul (transportatorul):

Принял товары/активы посредник (перевозчик) ____

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

. Predat mărfurile/activele intermediarul transportatorul)::
Сдал товары/активы посредник (перевозчик) ____

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

. Primit mărfurile/activele (serviciile) umpărătorul/beneficiarul:
Принял товары/активы (услуги) окупатель/получатель contabil Dina Scutelnic — Aplicată semnătura digitală de către Cumpărător\Применена цифровая подпись Покупателя

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

REPUBLICA MOLDOVA, r-nul IALOVENI, s.BARDAR, SOCIETATEA CU RĂSPUNDERE LIMITATĂ
PENTRU FACTURI
S.C. "INSTEL-PRIM" S.R.L.
IDNO 1004600066986

For
Anexa 1 la Ordinul Ministerului Finanțelor al Repul
nr.118 din 2
Ти
Приложение 1 к приказу Министерства Финансов Республ
№ 118 от 28 г

FACTURĂ FISCALA Seria, Nr. **EUK000225075**
НАЛОГОВАЯ НАКЛАДНАЯ Серия, №

Data eliberării /data livrării 21.12.2018 / 21.12.2018 Дата выписки /дата поставки	**8. Foaia de parcurs** Путевой лист **seria:** серия ____ **număr:** номер ____ **data:** дата ____	
	9. Transportator Перевозчик	**c.f./ nr.TVA** / ф.к./ код НДС
Furnizor: Поставщик **S.C. INSTEL-PRIM S.R.L., S.BARDAR Cont MD73VI022242400000097MDL, BC VICTORIABANK SA fil. nr 24 Ialoveni**		**c.f./ nr.TVA** 1004600066986 / ф.к./ код НДС 6701147
Cumpărător/beneficiar: Покупатель/получатель **PRIMARIA CANTEMIR, OR.CANTEMIR TRANDAFIRILOR, 2 Cont MD88TRPDAP319230C10668AD, Trezoreria Regionala Cahul -Cantemir, TREZMD2X**		**c.f./ nr.TVA** 1007601007125 / ф.к./ код НДС
Delegaţie Доверенность **seria** серия ____ **număr** номер ____ **data** дата ____ **delegatul** делегированный	**4. Documente anexate** Прилагаемые документы	**Act de receptie a lucrarilor nr.1-GLM03/18/Cantemir din 18.12.2018**
Punct încărcare Пункт погрузки **Ialoveni,s.Bardar**	**6. Punct descărcare or.Cantemir** Пункт разгрузки	**7. Redirijări** Переадресовки

10.1 ...enumirea mărfurilor/activelor, serviciilor şi codul poziţiei tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной позиции товара/актива.	10.2 Unitate de măsură Единица измерения	10.3 Cantitatea mărfurilor/activelor, volumul serviciilor Количество товаров/активов, объем услуг	10.4 Preţ unitar fără TVA, lei Цена единицы без НДС, леев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, леев	10.6 Cota TVA,% Ставка НДС, %	10.7 Suma totală a TVA, lei Общая сумма НДС, леев	10.8 Valoarea mărfurilor/activelor, serviciilor, lei Стоимость товаров/активов, услуг, леев	10.9 Altă informaţie Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Количество мест	br...
Modernizarea si instalarea iluminatului stradal ...temir,conform contr.nr.GLM03/18/Cantemir ...05.2018	lei	1	174299,92	174299,92	0	0,00	174299,92				
. TOTAL (pe factura fiscală) / Всего (по налоговой накладной)				174299,92	X	0,00	174299,92	X	X	X	

.. Permis eliberarea: Отпуск разрешил: director Nicolae Oprea — Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcţia, numele, prenumele , semnătura \ Должность, фамилия, имя, подпись

.. Predat mărfurile/activele (serviciile): Сдал товары/активы (услуги) contabil Nicolae Oprea — Aplicată semnătura digitală de către Furnizor\Применена цифровая подпись Поставщика

Funcţia, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

L.Ş.
М.П.

.. Primit mărfurile/activele intermediarul (transportatorul):
Принял товары/активы посредник (перевозчик)

Funcţia, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

.. Predat mărfurile/activele intermediarul transportatorul)::
Сдал товары/активы посредник (перевозчик)

Funcţia, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

.. Primit mărfurile/activele (serviciile) ...rătorul/beneficiarul: ...ринял товары/активы (услуги) ...купатель/получатель director Roman Ciubaciuc — Aplicată semnătura digitală de către Cumpărător\Применена цифровая подпись Покупателя

Funcţia, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

PENTRU FACTURI S.C. "INSTEL-PRIM" S.R.L. IDNO 1004600066986

CONTRACT
On Supply and Installation of Street Lighting Systems in Cantemir Republic of Moldova

FOR EUROPEAN UNION EXTERNAL ACTIONS

NO GLM 03/18
FINANCED FROM THE EU GRANT PROJECT
« Green Light Moldova – Modernization and Saving Energy in Street Lighting in Ocnita and Cantemir »

CONTENT:

Minutes of the Contract Negotiations
Contract GLM03/18/Cantemir

Date: 23-28 May 2018
Place: Chisinau, AEER Office, Puskin Street 5A, of. 13

List of participants:

Mr. Alexandre Darras, Project Manager, EU Delegation to RM
Mr. Emil Oprea authorized representative by SC Instel Prim SRL
Mr. Seremet Igor, lawer, SC Instel Prim SRL
Mr. Octavian Sanca, Electromagnetica SA
Mr. Bogdan Hangu, Electromagnetica SA
Ms. Irina Plis, GLM Project Manager represented by AEER
Ms. Tatiana Talmatchi, GLM Project Financial Manager represented by AEER
Mr. Alexandr Matrohin, GLM Project Technical Expert represented by AEER
Mr. Piotr Comarov, Technical Expert, Energy Efficiency Fund
Mr. Roman Ciubaciuc, Mayor of Cantemir

In her welcoming speech, Irina Plis congratulated SC Instel Prim SRL representatives on being determined as the winning bidder following the results of the tender. After the welcoming words, the parties went on to discuss the contract on Supply and Installation of Street Lighting Systems in Cantemir following the **Tender GLM03/18.**

As a result of the discussions, the parties agreed on the following:

1. The present minutes are an integral part of the contract:

2. The Contractor shall supply all the necessary equipment and materials, and shall perform all the works in full and strict accordance with the requirements of the Contract, technical specifications and best engineering practices for the installation of the new street lighting systems in the city of Cantemir, and as necessary for their operation according to the above-mentioned requirements, particularly the following:

2.1 The installed luminaries shall fulfill the requirements of the standards acting on the territory of RM and shall ensure at least the minimum level prescribed by the standards during their life time (at least 50000 h), so that the luminance level on the surfaces (cd/m^2) degradation will not decrease the quality and quantity of street lighting below levels required by the norms acting on the territory of RM during the whole life cycle (at least 50000 h).

2.2 The dimming function shall correspond to the technical requirements: LED drivers shall support the dimming function from 10% to 100% load.

2.3 The control, operation and monitoring system shall correspond to the technical requirements of the Technical Specifications and particularly:

a) All data regarding power consumption (see p.3 Scanning frequency data from the electronic electricity meter of the Technical Specifications) shall be collected by local certified electronic electricity meters for commercial metering and transferred to centralized monitoring point located in the office indicated by the Beneficiary. Please see the copy of your offer, p. 21 (attached).

b) In the local cabinet shall be backup power (required 48 h of operation without external power) to ensure at least the possibility to do monitoring of the voltage presence of power supply and door open/close state in case of no power.

c) All data shall be Reading data via Internet, download, possibility of data archiving and stored in local server and also can be duplicated in cloud server as well.
d) Local manual setting (HMI) shall be ensured. Contractor shall supply one portable electronic device with necessary application to ensure access and operation of local data concentrator and its settings.

2.4 Features of the operational and control systems:
a) Real-time monitoring of Power Supply and Current status;
b) Store and forward when communication is down (no IP connection);
c) Historical data for equipment performance evaluation (e.g. types of failure, frequency of failure and downtime);
d) Visual alarm verification;
e) Data for management, planning and evaluation;
f) Shall provide for future expansion to allow remote access to the system via wireless LAN or other available types of wireless communication compatible with another systems;
g) Shall be easily expandable in the future to cover more remote stations.

3. The Contractor confirms that the price of its offer includes all necessary works, materials, equipment, sim cards etc., to perform all the works under the contract fully and in accordance with the requirements and engineering practices;

4. The Contracting Authority will appoint the person responsible for technical supervision within 15 calendar days after signing this contract;

5. The effective date of this Contract is 15 calendar days from signing this contract. The term for implementation of works for Cantemir is 14 working days from the effective date.

6. Within 10 days after the signing of the contract, the Contractor shall provide a detailed weekly plan for the performance of works under this contract;

7. Payments for work under the contract (interim payment) will be made after the completion of all works according to the Article 5 of the Contract;

8. The Contracting Authority reserves the right to test supplied luminaries for compliance of their characteristics with the ones declared and required in the Contract in an accredited laboratory; the luminaries for testing will be selected by the Contracting Authority. In case of positive results (if the compliance of the luminaries is confirmed by the tests) - the costs associated with testing will be borne by the Contracting Authority. In the event that the test results do not correspond to the declared parameters, the payment for the luminaries will not be made until they are completely replaced with ones that correspond to the requirements of the contract. In this case, all costs for laboratory tests and analysis shall be covered by the Contractor; (Article 30 of GC - Verification operations).

9. The advance payment will be made by the Customer in accordance with paragraph 46.3. General Conditions of the Contract.

10. Payment for work under the contract (interim payment) will be carried out in accordance with paragraph 49 of the Special Conditions of the Contract. The supplies shall be at the risk of the Contractor until their final acceptance (Art.29 of GC).

11. The Contractor is responsible for all equipment, materials, etc. dismantled and installed under the contract, until the commissioning is accepted.

12. The Contractor gives a warrantee of 5 years for all equipment supplied (at least for the following: luminaires, cables, brackets, elements of the control operation and monitoring system).

13. The Contractor gives a warrantee of 5 years for all works supplied.

14. The Contractor provides training to personnel on the use, operation, management and monitoring of the system. At the end of the training, the trainees will have to pass a test conducted by the Contractor.

15. The contractor shall transport all dismantled equipment to the place indicated by the Contracted Authority and pass to the Contracting Authority based on the Commissioning Act.

The minutes are signed by:

For the Contractor	**For the Contracting Authority**	**Contracting Authority's representative**
Nicolae OPREA	**Roman CIUBACIUC**	**Irina PLIS**
Name: *Director of* *SC "SC Instel-Prim SRL*	*Name:* *Mayor of Cantemir*	*Name:* *President of AEER*
Title:	*Title:*	*Title:*
Signature and stamp: *28 May, 2018*	*Signature and stamp:* *28 May, 2018*	*Signature and stamp:* *28 May, 2018*
Date:	*Date:*	*Date:*

VOLUME 2

SECTION 1
CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No. Contract GLM03/18/Cantemir
FINANCED FROM THE EU GRANT PROJECT:

« Green Light Moldova – Modernization and Saving Energy in Street Lighting in Ocnita and Cantemir»

Between

NGO "Alliance for Energy Efficiency and Renewables" (further "AEER"), Republic of Moldova as the Lead Partner of the GLM Project.

5A Puskin Street, Office 13
Chisinau, MD-2012
Republic of Moldova
(the Contracting Authority's representative)

and

Cantemir City Hall (further Cantemir), Republic of Moldova as the Partner to GLM Project
str. Trandafirilor nr. 2
Cantemir, MD-7300
Republic of Moldova

("the Contracting Authority")

of the one part,

and

SC Instel-Prim SRL
LLC
MD0092998
Str.Nucarilor, Bardar, Ialoveni 6801
VAT number: MD6701147 [1]

('the Contractor')

of the other part,

have agreed as follows:

[1] Except where the contracting party is not VAT registered.

CONTRACT TITLE: SUPPLY AND INSTALLATION OF STREET LIGHTING SYSTEMS IN CANTEMIR, REPUBLIC OF MOLDOVA

Identification number: GLM03/18/Cantemir

Whereas the Contracting Authority would like the Contractor to carry out at least the following services required for the normal operation of the street lighting system:

- Supply and replace existing luminaries (mainly sodium-vapor/mercury-vapor bulbs, etc.) with new LED luminaries according to the requirements specified below: Cantemir: 75 lighting points.
- Supply, install and put into operation required control & management and monitoring systems;
- Replace brackets, cables etc. necessary for the normal operation of the street lighting system.
- It is contractor's tasks to execute all necessary demolition/dismantling and installation works under the contract conditions.
- Supply, install meters, controllers with communication equipment GSM/GPRS/RF/BT or other equivalent communicator and other necessary equipment to control lighting intensity of dimming of LED fixtures;
- Supply, install, test and put into operation of all equipment required by the present technical specifications;
- Ensure the availability of all equipment, machines, tools etc for works required by the present contract.
- Supply, handle, deposit and store necessary materials and equipment;
- Supply and install 1 computer with parameters suitable for normal monitoring, control and operation of the lighting systems. The computer shall be equipped with all required accessories including the following: mouse, keyboard, flat monitor (IPS or equivalent matrix) with min 24 inches diagonal size, UPS.
- Install necessary software for visualization of all necessary measures and transmitted parameters to the centralized monitoring point whereas the licensed installation CD (or another) shall be transmitted to the Beneficiary. The operational, control, monitoring and visualization systems shall be fully autonomous, installed on the Beneficiary's computer/server supplied in the framework of this contract and no additional payment shall be paid by the Beneficiary during the whole lifecycle of the installed equipment (luminaires, operational, control, monitoring and visualization systems, etc)
- Organize local hands-on training for lighting operation personnel.
- Replacement of existing luminaries (mainly sodium-vapor/mercury-vapor bulbs, etc.) with new LED luminaires according to the requirements specified below: Cantemir: 75 lighting points.
- Supply, installation and putting into operation required control & monitoring systems,
- Replacement of brackets, cables, etc. necessary for the normal operation of the street lighting system.
- It is contractor's tasks to execute all necessary demolition and installation works under the contract conditions.
- Supply, installation of meters, controllers with GPS modem and other necessary equipment to control lighting intensity of dimming of LED fixtures;
- Supply, installation, testing and putting into operation of all equipment required by the present technical specifications;
- Ensure the availability of all equipment, machines, tools etc for works required by the present contract.
- Supply, handle, deposit and store necessary materials and equipment;
- Organize hands-on training for lighting operation personnel.
- Other contract associated works.

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

(1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

(2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

(a) the Contract,

(b) the Special Conditions,
(c) the General Conditions,
(d) the Technical and /or Performance Specifications,
(e) the Design Documentation (drawings),
(f) the breakdown of lump-sum price,
(g) the tender,
(h) any other documents forming part of the Contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.

(4) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- **Contract price (excluding VAT/other taxes): 43 936, 78 EURO**
- **Contract price: forty three thousands nine hundred thirty six EURO, 78 cents**

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. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

(5) The Parties agree to the set of rights and obligations described in the attached contractual documents, with the following main characteristics, further detailed in the attachments:

			Contract-article:
1	Price	Lump sum contract	49
		Prices can not be revised	48
2	Duration	14 days for implementation of works	34
		Provisional acceptance, after completion of works	60
		Defects liability period is until 27 September, 2018 after provisional acceptance of works	61
		Final acceptance, after expiry of defects liability period	62
3	Delay	0.1% of the contract price for every day of delay	36
4	Supervisor		5
5	Sub-contracting	Allowed up to 50% of the contract price, with the main Contractor maintaining full responsibility	7
6	Bank guarantees	Performance guarantee 10% of the total contract price (see art. 11 of the General Conditions of the Contract).	15, 46, 47
7	Insurances	For damage to 3rd parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
8	Payments	Cantemir: lump sum advance for 10% of the original contract price, after conclusion of the contract (upon request). 80% payment of the contract price, after completion of all works and Operational Acceptance issued and approvals received from the accredited laboratories. 10% final payment of the contract price after remedying of any defects therein, September 27, 2018.	46, 49, 50

(6) Other specific conditions applying to the Contract

After luminaries are installed and tested, some of them will be randomly selected to be submitted to laboratories accredited by EU as to verify their correspondence with the technical parameters required by the present technical specifications. The payment for the luminaries will be done upon the receipt of the approval from the accredited laboratory before the contract is expired. The Contracting Authority shall be responsible for the costs of testing procedures.

In witness whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

Done in English in three originals: one original for the Contracting Authority, one original for the European Commission, and one original for the Contractor.

For the Contractor	For the Contracting Authority	Contracting Authority's representative
Nicolae OPREA	**Roman Ciubaciuc**	**Irina PLIS**
Name:	*Name:*	*Name:*
Director of SC Instel-Prim SRL	*Mayor of Cantemir*	*President of AEER*
Title:	*Title:*	*Title:*
"INSTEL-PRIM" S.R.L. IDNO 1004600066986	PRIMARIA ORASULUI CANTEMIR REPUBLICA MOLDOVA IDNO 1007601007126	ALIANTA PENTRU EFICIENTA ENERGETICA ASOCIATIA OBSTEASCA
Signature and stamp:	*Signature and stamp:*	*Signature and stamp:*
28 May, 2018	*28 May, 2018*	*28 May, 2018*
Date:	*Date:*	*Date:*

CONTRACT
On Supply and Installation of Street Lighting Systems in
Ocnita Republic of Moldova

FOR EUROPEAN UNION EXTERNAL ACTIONS

NO GLM 03/18
FINANCED FROM THE EU GRANT PROJECT
« Green Light Moldova – Modernization and Saving Energy in Street Lighting in Ocnita and Cantemir »

CONTENT:

1. Minutes of the Contract Negotiations GLM03/18/Ocnita
2. Contract Form ds4n/Ocnita
3. Form ds40 Contract Special Conditions /Ocnita
4. Financial Offer Lump Sum Contract/Ocnita
5. Form d4p General Conditions for Works
6. Annex ii + iii:Technical specifications/Tender Dossier GLM 03/18
7. Technical Specifications by streets / Instel Prim
8. Technical Specifications Offer / Instel Prim
9. Work Time Schedule / Instel Prim

Minutes of the Contract Negotiations
Contract GLM03/18/Ocnita

Date: 23-28 May 2018
Place: Chisinau, AEER Office, Puskin Street 5A, of. 13

List of participants:

Mr. Alexandre Darras, EU Delegation to RM
Mr. Emil Oprea authorized representative by SC Instel Prim SRL
Mr. Seremet Igor, lawer, SC Instel Prim SRL
Mr. Octavian Sanca, Electromagnetica SA
Mr. Bogdan Hangu, Electromagnetica SA
Ms. Irina Plis, GLM Project Manager represented by AEER
Ms. Tatiana Talmatchi, GLM Financial Manager, represented by AEER
Mr. Alexandr Matrohin, GLM Project Technical Expert represented by AEER
Mr. Piotr Comarov, Technical Expert, Energy Efficiency Fund
Mr. Ion Ciumac, Mayor of Ocnita

In her welcoming speech, Irina Plis congratulated SC Instel Prim SRL representatives on being determined as the winning bidder following the results of the tender. After the welcoming words, the parties went on to discuss the contract on Supply and Installation of Street Lighting Systems in Ocnita following the Tender GLM03/18.

As a result of the discussions, the parties agreed on the following:

1. The present minutes are an integral part of the contract:

2. The Contractor shall supply all the necessary equipment and materials, and shall perform all the works in full and strict accordance with the requirements of the Contract, technical specifications and best engineering practices for the installation of the new street lighting systems in the city of Ocnita, and as necessary for their operation according to the above-mentioned requirements, particularly the following:

2.1 The installed luminaries shall fulfill the requirements of the standards acting on the territory of RM and shall ensure at least the minimum level prescribed by the standards during their life time (at least 50000 h), so that the luminance level on the surfaces (cd/m^2) degradation will not decrease the quality and quantity of street lighting below levels required by the norms acting on the territory of RM during the whole life cycle (at least 50000 h).

2.2 The dimming function shall correspond to the technical requirements: LED drivers shall support the dimming function from 10% to 100% load.

2.3 The control, operation and monitoring system shall correspond to the technical requirements of the Technical Specifications and particularly:

a) All data regarding power consumption (see p.3 Scanning frequency data from the electronic electricity meter of the Technical Specifications) shall be collected by local certified electronic electricity meters for commercial metering and transferred to centralized monitoring point located in the office indicated by the Beneficiary. Please see the copy of your offer, p. 21 (attached).

b) A backup power device shall be installed in the local cabinet shall be (required 48 h of operation without external power) to ensure at least the possibility to do monitoring of voltage presence of power supply and door open/close state in case of no power.
c) All data shall have the possibility to be red via Internet, downloaded archived and stored in local server.
d) Local manual setting (HMI) shall be ensured. Contractor shall supply one portable electronic device with necessary application to ensure access and operation of local data concentrator and its settings.

2.4 Features of the operational and control systems:

a) Real-time monitoring of Power Supply and Current status;
b) Store and forward when communication is down (no IP connection);
c) Historical data for equipment performance evaluation (e.g. types of failure, frequency of failure and downtime);
d) Visual alarm verification;
e) Data for management and evaluation;
f) Shall provide for future expansion to allow remote access to the system via wireless LAN or other available types of wireless communication compatible with another systems;
g) Shall be easily expandable in the future to cover more remote stations.

3. The Contractor confirms that the price of its offer includes all necessary works, materials, equipment, sim cards etc., to perform all the works under the contract fully and in accordance with the requirements and engineering practices;

4. The Contracting Authority will appoint the person responsible for technical supervision within 15 calendar days after signing this contract;

5. The effective date of this Contract is 15 calendar days from signing this contract. The term for implementation of works for Ocnita is 25 working days from the effective date.

6. Within 10 days after the signing of the contract, the Contractor shall provide a detailed weekly plan for the performance of works under this contract;

7. Payments for work under the contract (interim payment) will be made after the completion of all works according to the Article 5 of the Contract;

8. The Contracting Authority reserves the right to test supplied luminaries for compliance of their characteristics with the ones declared and required in the Contract in an accredited laboratory; the luminaries for testing will be selected by the Contracting Authority. In case of positive results (if the compliance of the luminaries is confirmed by the tests) - the costs associated with testing will be borne by the Contracting Authority. In the event that the test results do not correspond to the declared parameters, the payment for the luminaries will not be made until they are completely replaced with ones that correspond to the requirements of the contract. In this case, all costs for laboratory tests and analysis shall be covered by the Contractor; (Article 30 of GC - Verification operations).

9. The advance payment will be made by the Customer in accordance with paragraph 46.3. General Conditions of the Contract.

10. Payment for work under the contract (interim payment) will be carried out in accordance with paragraph 49 of the Special Conditions of the Contract. The supplies shall be at the risk of the Contractor until their final acceptance (Art.29 of GC).

11. The Contractor is responsible for all equipment, materials, etc. dismantled and installed under the contract, until the commissioning is accepted.

12. The Contractor gives a warrantee of 5 years for all equipment supplied (at least for the following: luminaires, cables, brackets, elements of the control operation and monitoring system).

13. The contractor gives a warrantee of 5 years for all works supplied.

14. The contractor provides training to personnel on the use, operation, management and monitoring of the system. At the end of the training, the trainees will have to pass a test conducted by the Contractor.

15. The contractor shall transport all dismantled equipment to the place indicated by the Contracted Authority and pass to the Contracting Authority based on the Commissioning Act.

The minutes are signed by:

For the Contractor	**For the Contracting Authority**	**Contracting Authority's representative**
Nicolae OPREA	**Ion CIUMAC**	**Irina PLIS**
Name: *Director of SC Instel-Prim SRL*	*Name:* *Mayor of Ocnita*	*Name:* *President of AEER*
Title:	*Title:*	*Title:*
Signature and stamp: *28 May, 2018*	*Signature and stamp:* *28 May, 2018*	*Signature and stamp:* *28 May, 2018*
Date:	*Date:*	*Date:*

VOLUME 2

SECTION 1
CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No. Contract GLM03/18/Ocnita
FINANCED FROM THE EU GRANT PROJECT:

« Green Light Moldova – Modernization and Saving Energy in Street Lighting in Ocnita and Cantemir»

Between

NGO "Alliance for Energy Efficiency and Renewables" (further "AEER"), Republic of Moldova as the Lead Partner of the project.
5A Puskin Street, Office 13
Chisinau, MD-2012
Republic of Moldova

(the "Contracting Authority's representative")

and

Ocnita City Hall (further Ocnita), Republic of Moldova as the Partner to GLM Project
str.Mihai Viteazul,
Ocnita, MD-7103,
Republic of Moldova

("The Contracting Authority"),

of the one part,

and

SC Instel-Prim SRL
LLC
MD0092998
Str.Nucarilor, Bardar, Ialoveni 6801
VAT number: MD6701147 [1]

(**'the Contractor'**)

of the other part,

have agreed as follows:

[1] Except where the contracting party is not VAT registered.

CONTRACT TITLE: SUPPLY AND INSTALLATION OF STREET LIGHTING SYSTEMS IN OCNITA, REPUBLIC OF MOLDOVA

Identification number GLM03/18/Ocnita

Whereas the Contracting Authority would like the Contractor to carry out at least the following services required for the normal operation of the street lighting system:

- Supply and replace existing luminaries (mainly sodium-vapor/mercury-vapor bulbs, etc.) with new LED luminaries according to the requirements specified below: Ocnita: 235 lighting points .
- Supply, install and put into operation required control & management and monitoring systems;
- Replace brackets, cables etc. necessary for the normal operation of the street lighting system.
- It is contractor's tasks to execute all necessary demolition/dismantling and installation works under the contract conditions.
- Supply, install meters, controllers with communication equipment GSM/GPRS/RF/BT or other equivalent communicator and other necessary equipment to control lighting intensity of dimming of LED fixtures;
- Supply, install, test and put into operation of all equipment required by the present technical specifications;
- Ensure the availability of all equipment, machines, tools etc for works required by the present contract.
- Supply, handle, deposit and store necessary materials and equipment;
- Supply and install 1 computer with parameters suitable for normal monitoring, control and operation of the lighting systems. The computer shall be equipped with all required accessories including the following: mouse, keyboard, flat monitor (IPS or equivalent matrix) with min 24 inches diagonal size, UPS.
- Install necessary software for visualization of all necessary measures and transmitted parameters to the centralized monitoring point whereas the licensed installation CD (or another) shall be transmitted to the Beneficiary. The operational, control, monitoring and visualization systems shall be fully autonomous, installed on the Beneficiarie's computer/server supplied in the framework of this contract and no additional payment shall be paid by the Beneficiary during the whole lifecycle of the installed equipment (luminaires, operational, control, monitoring and visualization systems, etc)
- Organize local hands-on training for lighting operation personnel.
- Replacement of existing luminaries (mainly sodium-vapor/mercury-vapor bulbs, etc.) with new LED luminaires according to the requirements specified below: Ocnita: 235 lighting points;
- Supply, installation and putting into operation required control & monitoring systems,
- Replacement of brackets, cables, etc. necessary for the normal operation of the street lighting system.
- It is contractor's tasks to execute all necessary demolition and installation works under the contract conditions.
- Supply, installation of meters, controllers with GPS modem and other necessary equipment to control lighting intensity of dimming of LED fixtures;
- Supply, installation, testing and putting into operation of all equipment required by the present technical specifications;
- Ensure the availability of all equipment, machines, tools etc for works required by the present contract.
- Supply, handle, deposit and store necessary materials and equipment;
- Organize hands-on training for lighting operation personnel.
- Other contract associated works

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

(1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

(2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

(a) the Contract,

(b) the Special Conditions,
(c) the General Conditions,
(d) the Technical and /or Performance Specifications,
(e) the Design Documentation (drawings),
(f) the breakdown of lump-sum price,
(g) the tender,
(h) any other documents forming part of the Contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.

(4) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (excluding VAT/other taxes): **111 406,45 EURO**
- Contract price: **one hundred eleven thousands four hundred six Euro, 45cents**

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. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

(5) The Parties agree to the set of rights and obligations described in the attached contractual documents, with the following main characteristics, further detailed in the attachments:

			Contract-article:
1	Price	Lump sum contract	49
		Prices can not be revised	48
2	Duration	25 days implementation of works	34
		Provisional acceptance, after completion of works	60
		Defects liability period until 27 September, after provisional acceptance	61
		Final acceptance, after expiry of defects liability period	62
3	Delay	0.1% of the contract price for every day of delay	36
4	Supervisor		5
5	Sub-contracting	Allowed up to 50% of the contract price, with the main Contractor maintaining full responsibility	7
6	Bank guarantees	Performance guarantee 10% of the total contract price (see art. 11 of the General Conditions of the Contract).	15, 46, 47
7	Insurances	For damage to 3rd parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
8	Payments	Ocnita: lump sum advance for 10% of the original contract price, after conclusion of the contract (upon request). 80% payment of the contract price, after completion of all works and Operational Acceptance issued and approvals received from the accredited laboratories. 10% final payment of the contract price after remedying of any defects	46, 49, 50

		therein, September 27, 2018.	

(6) Other specific conditions applying to the Contract

After luminaries are installed and tested, some of them will be randomly selected to be submitted to laboratories accredited by EU as to verify their correspondence with the technical parameters required by the present technical specifications. The payment for the luminaries will be done upon the receipt of the approval from the accredited laboratory before the contract is expired. The Contracting Authority shall be responsible for the costs of testing procedures.

In witness whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

Done in English in three originals: one original for the Contracting Authority, one original for the European Commission, and one original for the Contractor.

For the Contractor	**For the Contracting Authority**	**Contracting Authority's representative**
Nicolae OPREA	**Ion CIUMAC**	**Irina PLIS**
Name:	*Name:*	*Name:*
Director of SC Instel-Prim SRL	*Mayor of Ocnita*	*President of AEER*
Title:	*Title:*	*Title:*
Signature and stamp:	*Signature and stamp:*	*Signature and stamp:*
28 May, 2018	*28 May, 2018*	*28 May, 2018*
Date:	*Date:*	*Date:*