

EXPERIENȚĂ SIMILARĂ

1. Denumirea și obiectul contractului: "Construcția parcului fotovoltaic de 312 Kw în s. Feștelita"
2. Numărul și data contractului: W-PV-UE-1 din 27.07.2021
3. Denumirea/numele beneficiarului: AO "Fondul de Inovații Sociale din Moldova", ONG, Primaria S. Feștelita r-nul Ștefan Vodă.
4. Adresa beneficiarului: bd. Decebal, nr. 19, of. 133, mun. Chișinău, str. Ștefan cel Mare, s. Feștelita r-nul Ștefan Vodă.
5. Țara Republica Moldova
6. Calitatea în care a participat la îndeplinirea contractului Lider în Consorțiu
(se notează opțiunea corespunzătoare)
7. Valoarea contractului exprimată în moneda exprimată
în care s-a încheiat contractul în echivalent
dolari SUA

a) inițială		
(la data semnării contractului)	<u>4 251 915,37 lei</u>	<u>240 631,78 USD</u>
b) finală		
(la data finalizării contractului)	<u>4 251 915,37 lei</u>	<u>240 631,78 USD</u>

8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: nu au fost
9. Perioada de executare a lucrării (luni)
 - a) contractată 3 luni
 - b) efectiv realizată 3 luni
 - c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul nu e cazul
10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor Nr. 01 din 14.05.2021
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: 07.03.2022

Semnat: _____

Nume/prenume: Mereacre Andrei

Funcția în cadrul firmei: Director

Denumirea firmei: AM-Sisteme SRL

VOLUME 2

SECTION 1
CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO: W-PV-UE-1

FINANCED FROM THE GRANT CONTRACT NR. ENI/2017/392-992

Between

PA "Fondul de Inovatii Sociale din Moldova", NGO

Official registration number: 1015620000184

Full official address: Bd. Decebal, nr. 19, off 133

MD-2002 mun. Chişinău, Moldova

E-mail : droscovan@gmail.com

Tel. 022 63-83-80; GSM. 0 692 41 847

Represented by **Dumitru Roşcovan, Chairman****Acting on behalf of:****Local Public Authority of Festelita village, Stefan Voda district**

Official registration number: 1007601005349

Full official address: MD3541, str. Ştefan cel Mare, Feştelita village, Ştefan Vodă district

E-mail: primariafestelita@gmail.com

Tel. 0 242 44 1 72; GSM. 067704688

Represented by **Nicolae Tudoreanu, Mayor**

('The Contracting Authority'),

of the one part,

and

"AM SISTEME" SRL (MD) - Lead member of the Consortium composed of:**"DARNIC-GAZ" SA (MD) / "EKOGEN" SP Z.O.O (PL)**

Official registration number: 1010600043517

Full official address: Stefan cel Mare str. nr. 1A, mun. Strasenii, MD-3701, Republic of Moldova

VAT number: 8600840

Represented by **Andrei Mereacre**, GSM 0 693 65 252, E-mail: andrei@darnicgaz.md

('the Contractor')

of the other part,

have agreed as follows:

PROJECT "Creation of excellence center through piloting demonstrative new energy efficiency technologies and renewable energy sources in Festelita community"**CONTRACT TITLE CONSTRUCTION OF a 300kW SOLAR PV POWER PLANT in Festelita v.****Identification number** < EuropeAid/155713/DH/ACT/Multi

Whereas the Contracting Authority would like the Contractor to carry out the following works:

Supply, manufacture, delivery, unloading, installation, connection to the grid, commissioning, testing the 300kW solar PV power plant, conduct trainings on site of the systems' operators and provision of 1 month Operation and Maintenance by the Contractor, Logistics consultancy services rendered to LPA Festelita to register and confirm the PV power plant to the National Agency for Energy Regulation (ANRE) as eligible energy producer.



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) **MDL 3 900 279,88 (Three millions nine hundred thousand two hundred seventy nine MDL, 88 bani)**

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
		Prices can not be revised
2	Duration	5 months implementation of works
		Provisional acceptance, after completion of works
		Defects liability period of 365 days, after provisional acceptance
		Final acceptance, after expiry of defects liability period
3	Delay	0.1% of the contract price for every day of delay
4	Supervisor	Supervisor and supervisor's representative
5	Sub-contracting	Allowed up to 50% of the contract price, with the main Contractor maintaining full responsibility
6	Bank guarantees	performance, pre-financing and retention guarantees
7	Insurances	For damage to 3 rd parties, unlimited for bodily injury
		Contractor all risk insurance



		Insurance against accidents at work	16
		Insurance for soundness of works	16
8	Payments	Pre-financing 20% of the original contract price, after conclusion of the contract, upon reception of the work plan, based on proofs of conclusion of purchase or order of: materials, plant, equipment, machines, tools, necessary for the execution of the contract.	46.1(b)
		Interim payment 30% of the contract price, after customs' clearance of the imported equipment with the total cost not less than 50% of the original contract price	50, 50.2 (b)
		Interim payment 40% of the contract price, after 100% construction completion of the 300kW solar PV power plant, subject to submission of signed Preliminary statement of account	50
		Retention money 10% of the contract price, within 60 days of the issuing of the signed Final statement of account	47

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, two originals for the contracting authority, and one original for the contractor.

For the contractor		For the contracting authority	
Name:	Andrei MEREACRE	Name:	Dumitru ROȘCOVAN
Title:	Administrator of "AM SISTEME: SRL (MD), REPUBLIC OF MOLDOVA	Title:	Chairman of PA "Fondul de Inovatii Sociale din Moldova" NGO REPUBLIC OF MOLDOVA
Signature:		Signature:	
		Name:	Nicolae TUDOREANU
		Title:	Mayor of Festelita village Stefan Voda district REPUBLIC OF MOLDOVA
Signature:		Signature:	
Date:	<i>27.07.2010</i>	Date:	<i>27.07.2010</i>



VOLUME 2
SECTION 2
SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Other Special Conditions should be indicated afterwards.

Article 2 Language of the Contract

- 2.1 The language used shall be English.

Article 4 Communication

- 4.1 Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent through e-mail, fax or by hand to:

For the Contractor

Andrei Mereacre – Administrator of
“AM SISTEME” SRL

Address: Stefan cel Mare str. nr. 1A, mun.
Straseni, MD-3701, Republic of Moldova
GSM 0 693 65 252,
E-mail: andrei@darnicgaz.md

For the Contracting Authority

Dumitru Roșcovan – Project Manager,
GSM: 0692 41 847

Liviu Andriuta – Team Leader, GSM: 0691
21 504

Address: Decebal str. 19, apt 133, MD-2002,
mun Chișinău, Moldova

Fax No: (022) 85 -50 - 77 / 85 - 50 - 80

E-mails: droscovan@gmail.com /

liviu_andriuta@yahoo.com

Article 5 Supervisor and Supervisor’s representative

- 5.2 Under this contract, the supervisor does not delegate his duties and authority to a supervisor's representative.

Article 9 Access to the site

- 9.1 The Contractor is reminded that there is a Head of Delegation of the European Commission in the state of the Contracting Authority. The Contractor is obliged to give the Head of Delegation free access to its sites, factories, workshops, etc., and generally assist the Head of Delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the Head of Delegation.

All correspondence between the Contractor and the Contracting Authority or project Supervisor must be copied, for information, to the Head of Delegation of the European Commission at the following official address:

Delegation of the European Union to Moldova, 12 Kogalniceanu street, MD-2001,
Chisinau, Moldova

Article 12 General Obligations

- 12.9 A project information passport shall be installed at the project site for visibility reasons. The details for the text and sizes shall be coordinated with the Contracting Authority.

GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

Prove, warn and advisory obligation of the Contractor during project implementation

The Contractor is obliged to inform the Contracting Authority in written form about circumstances that could lead to defects or damages. This obligation applies not only on the services and works implemented by the Contractor himself, but also on services and works implemented by other companies on the construction site he is aware of.

Information about the construction site during the tender preparation

The Contractor is obliged to inform himself about the situation on the site (e.g. access to the site, access to the installation areas, infrastructure, connections with electricity, fresh water, sewage, etc.)

Actual measurements

The Contractor is obliged to take on site measurements and comparing the measurements with provided plans and documents. In case of deviations, the Contractor must inform the Site Supervision and the Contracting Authority in written form before starting the implementation.

Access to the site, streets, damages, cleaning during project implementation

The Contractor has to organize and to coordinate the access to the construction site. Costs for damages should be borne by the Contractor. The construction site has to be cleaned periodically (once a week)

Power, fresh water, sewage, toilets

Access to electricity: The Contractor has to organize and prepare a central access (main distributor) to electricity in consultation with the Municipality or Project Team and to install an electricity meter. The costs for electricity should be borne by the Contractor.

Access to fresh water: The Contractor has to organize and prepare a central access to fresh water and to install a fresh water meter in consultation with the Municipality or Project Team. The costs for fresh water should be borne by the Contractor.

Access to sewage system: The Contractor is obliged to respect the relevant regulations and requirements on the site.

Toilets must be provided and maintained by the Contractor (if needed).

Survey of the existing situation (surfaces, etc.)

The Contractor must take evidence of the construction site prior to the construction works (i.e. foto documentation, description of the defects). The document should be signed (and a copy provided to) by the following parties: Contractor, Project Team or Municipality.

Safety regulations (incl. fire safety)

The Contractor has to respect all national safety regulations. He is responsible for providing all required safety equipment for workers to prevent accidents.

Project Manager of the Contractor

A responsible project manager must be available at the site during the entire construction period.

Job meetings

The Contractor is obliged to participate in all meetings arranged and coordinated by the Site supervision, Project Team or the Municipality. Job meetings will be scheduled weekly during the construction period. Representatives of the following parties shall participate in the meetings: Municipality, Contracting Authority, Site Supervision, Contractor's Project Manager, Facility/Institution, Project Design Company (on demand) and other interested parties.

The purpose of the job meeting is to assure proper coordination, determine construction progress, monitor progress and update the implementation schedule, review requisitions and change orders, expedite completion of the project in accordance with the contract documents and review other relevant items.

Construction weekly reports

The Contractor is obliged to note all relevant information in a weekly report which must be provided to the municipality, project team and the Support Team not later than Tuesday next to the reporting period.

The following information must be noted by the PM:

- Number of workers on the site
- Number of working hours
- Work done in accordance to the bill of quantity

- Weather condition on site (rain, temperature)
- Delivery of materials on the building site
- Visits to the site: name, function
- Meetings on site
- Incidents
- Others

The template for the weekly report is attached at the end of this document.

The Contracting Authority is entitled to suspend further payments if above mention reports are not submitted.

Changes of services and works during the construction – Change Order

The Contracting Authority is entitled to change the contracted services and works by a Change Order. The Contractor has to submit his Change Proposal prior to the implementation of the works and services. The Contractor shall include detailed breakdowns of labor and materials for all trades involved and the estimated impact on the implementation schedule. The offer must be approved by the Contracting Authority prior to the implementation.

Works and services implemented without written approval by the Contracting Authority cannot be invoiced.

In case of significant changes in the technical design, these changes must be approved by the Support Team.

Samples to be approved

The Contracting Authority is entitled to demand samples of equipment and materials which are planned to be installed by the Contractor. Those equipment and materials must be approved by the Contracting Authority prior to the installation. Costs should be borne by the Contractor.

List of products

The Contractor is obliged to provide a list of the products (product, type, manufacturer, place of installation) which will be installed latest 2 weeks after signing of the contract. The list must be approved by the Contracting Authority and Site Supervision.

Ancillary works and services to be included in the unit prices (without additional compensation)

All unit prices include all costs for personal and materials, which are required to deliver a turn key project. In particular the following must be included:

- Site overhead (if not otherwise stated)
- Effective safeguards of the entire construction site to avoid accidents (if not otherwise stated)
- Effective protection of materials against theft
- Define a geodesic fix point level (i.e height indicator for building construction)
- Prices are valid for works and services without any difference of levels, heights and depth for the entire construction site (if not otherwise stated)
- Effective preservation measures against wind, rain, snow, frost, etc. In case damages occur even if the Contractor had foreseen preservation measures, the Contractor is obliged to remove barriers that hinders the continuation of works and repair damages without any additional compensation
- All unit prices for the offered works and services must include all required materials, delivery, installation, fixing materials, testing, cutoffs and broken materials
- Participation of job meetings
- Maintaining the construction site logbook
- Difficulties due to weather conditions (snow, wind, rain, ice, etc.)
- Difficulties due to the delivery the works and services in sections (to maintain the facilities/institutions operation)
- Certificates for materials
- Requested samples of materials and installation procedures
- All required documents, calculations and measurements for invoicing
- All design services which are required for the construction and installation (if not otherwise stated)
- Documents which are required for the authorities (certificates, attests, documents, etc.) (if not otherwise stated)

Quality control visits by the Support Team

The quality of the construction works will be assessed by the Support Team for relevance to the technical design and best European practices in order to secure the sustainability of the implemented measures. The Contractor must address all defects mention in the Support Team's report in 10 days and duly inform the Contracting Authority and the Support Team.

Taking into operation parts of the works and services

The Contracting Authority is entitled to take in operation parts of the finalized work prior to the final acceptance. This does not affect the final acceptance procedure of the entire works and services described below.

Requirements of the provisional acceptance:

- Availability of a complete documentation of the system (technical datasheets, user manuals, maintenance plan, etc.)
- Completed trainings of the staff
- Successful completion of the test operation (duration of the test operation: 8 weeks); during the test operation all identified defects have to be corrected.
- Proof of the PV modules efficiency during operation (electricity output in 24h).

Final acceptance

The final acceptance has to be carried out in following manner:

- 1) The Contractor informs the Contracting Authority in written form about the completion of the project Installations which are not visible any more at the time of the final acceptance (i.e. covered water supply pipes, electric cables works) shall be approved by the Site Supervisor prior to the finalization of such works. The Contractor is obliged to inform the Site Supervision in due time for the approval of such works.
- 2) The Contracting Authority organizes a meeting at the construction site with the following participants: Contracting Authority, Municipality, Project Team, Site Supervision, Contractor, Facility/Institution, Support Team (or expert provided by Support Team) and other relevant parties. During this meeting the finalization of the services and works will be verified. Major construction defects or any other major deviation from the agreed services and works will be recorded (pictures, minutes, etc.). The list of construction defects will be signed by all parties at the end of the meeting.
- 3) A list of construction defects incl. deadlines for their correction will be handed over to the Contractor by the Contracting Authority.
- 4) After correction of the construction defects, the Contractor has to inform the Contracting Authority in written form about the completion.
- 5) The Contracting Authority organizes a meeting at the construction site to verify the corrections of the construction defects. In the event that all defects have been corrected the final acceptance protocol will be signed by all parties.

In the event of conflicts between the project documents, the following sequence shall be agreed:

- 1) Contract incl. general terms of condition
- 2) Technical drawings and schemes
- 3) Bill of Quantities, incl. Annex (detailed descriptions)

Article 15 Performance guarantee

- 15.1 The amount of the performance guarantee will be 5% of the amount of the Contract and any addenda thereto.

Article 16 Liabilities and Insurance

- 16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to the contract value.
- 16.1 b) By way of derogation from Article 16.1, b), paragraph 2, of the general conditions, compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to the contract value.

Article 17 Programme of implementation of tasks

17.1 The Contractor shall provide the Supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the Contractor proposes to carry out the works, and shall be based on the tranches foreseen in art. 49.1 of the special conditions.

17.2. The Supervisor shall return this document to the Contractor with any relevant remarks within 10 days of receipt, save where the Supervisor, within those 10 days, notifies the Contractor of its wish for a meeting in order to discuss the documents submitted.

Article 21 Exceptional risks

21.4 Only those provided in safety rules for corresponding types of works RM (weather conditions and other force majeure circumstances).

Article 34 Period of implementation of tasks

34.1 up to 5 (five) months from the Contract signing date.

Article 36 Delays in the implementation of tasks

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10% of the contract price or, if the contract is subdivided into phases, 10% of the price of the phase concerned.

Article 39 Work register

39.1 Work register is required, according to national standards in construction, and shall be completed by the Contractor.

39.2 Technical rules for drawing up statements are as follows:

During implementation, the supervision will be carried out by the local technical supervisor and the Contracting Authority's consultant in technical issues.

Statement of Accomplished Works (SAW) - As works progress the Contractors will submit a SAW to the Contracting Authority. The LPA of Festelita will sign off on the accomplished works after they are verified by the local supervisor, who has to sign the SAW. The SAW will include the following information:

- Quantity of Work and Accumulated Quantity since the last SAW, reflecting any amendment to the original amount of works (change orders);
- Kind of completed works, the total budgeted amount, accumulated disbursement, and the amount to be disbursed.

The signed SAW is verified by the consultant in technical issues and, if accepted, the payments are done to the contractors.

Subproject Hand Over and Certification - A Hand over Committee will be formed, consisting of the Contracting Authority, Local supervisor and Contractor's representatives. Upon completion of the civil works, a completion and hand over meeting will be held and the members of the Hand Over Committee will gather at the subproject site and verify the satisfactory completion of all works. The Hand Over Committee will examine the quantity and quality of works completed and will render a decision regarding the completion.

- If the Hand Over Committee determines that the works are fully completed and the quality is satisfactory to all concerned parties and corresponds to the terms of the original contract, then the Provisional Hand Over Agreement without comments will be signed.
- If the Hand Over Committee determines that some details need to be completed, a Provisional Hand Over will be signed with written recommendations, and the date of the Hand Over will be designated. On this day, the Hand Over Committee will gather

once again and verify that all concerns were met, and assure that the requirements are fulfilled. If the subproject is acceptable, then the Final Hand Over Agreement will be signed.

Article 40 Origin and quality of works and materials

40.1 All goods purchased under the Contract must originate in any eligible source country as defined in Regional Programme in the Eastern Neighbourhood in support of the Eastern Partnership Flagship Initiative on Sustainable Municipal Development, Covenant of Mayors programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Breakdown of the Lump-sum Price (Volume 4.2.3) is below 100.000 €. A category of similar goods to be purchased shall not be broken down over more than 1 item of the Breakdown of the Lump-sum Price (Volume 4.2.3)

For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

When importing goods, any change in the specified origin must be pointed out to the project Supervisor and approved by him.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with the following specifications:

- the requirements of ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER
- BREAKDOWN OF THE LUMP-SUM PRICE (RO)

Article 43 Ownership of plant and materials

43.2 The equipment, temporary structures, plant and materials on the site shall, for the duration of the execution of the works, be vested in the Contracting Authority.

Article 44: General principles for payments

44.1 Payments shall be made in national currency MDL, on the exchange rate of the Commercial Bank of the Contracting Authority on the day of payment.

Article 46 Pre-financing

46.1 The only pre-financing granted to the Contractor, as referred to in Article 46.1(b), is for the purchase or order of: materials, plant, equipment, machines, tools, necessary for the execution of the contract. A proof of the conclusion of such purchase or order shall be provided by the Contractor to obtain the pre-financing.

46.2 The amount of the pre-financing shall not exceed 20 % of the original contract price, as referred to in Article 46.1 (b).

46.3(c) By derogation from Article 46.3(c) of the General Conditions, no pre-financing guarantee is required.

46.8 The tranches laid down in Article 49.1 of these Special Conditions are determined so that the pre-financing is fully repaid before Provisional Acceptance.

Article 47 Retention monies

47.1 The sum retained to guarantee implementation of the Contractor's obligations during the defects liability period is 10% of the contract price. By derogation to Article 47.1 of the General Conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these Special Conditions are determined so that the retention sum amounts to 10% of the contract price at the moment of the Certificate of provisional acceptance.

- 47.2 Subject to the approval of the Contracting Authority, the Contractor may, if it so wishes, substitute, not later than the date fixed for the commencement of the works, these retention sums by a retention guarantee, respecting the provisions of Articles 15.3 and 15.6.
- 47.3. The sum retained or the retention guarantee shall be released within 60 days of the issuing of the signed final statement of account referred to in Article 51, for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Article 48 Price revision

- 48.1 Prices are fixed and shall not be revised.

Article 49 Measurement

- 49.1 This is a lump-sum contract.

The amounts due shall be calculated by measuring the percentage of works carried out in relation to the firm quantities of each item of the Breakdown of the Lump-sum Price and by applying that percentage to the lump-sum price of the related item, through the following tranches:

	Percentage	Nature	Timing
1.	20%	Pre-financing of Article 46.1(b)	After conclusion of the contract, upon reception of the work plan, based on proofs of conclusion of purchase or order of: materials, plant, equipment, machines, tools, necessary for the execution of the contract.
2.	30%	Interim payment of Article 50	After customs' clearance of the imported equipment with the total cost not less than 50% of the original contract price, subject to Article 50.2 (b) of GC
3.	40%	Interim payment of Article 50	After construction completion of the 300kW solar PV power plant, subject to submission of signed Preliminary statement of account
5.	10%	Retention money of Article 47	Within 60 days of the issuing of the signed Final statement of account

Article 50 Interim payments

- 50.7 The interim payments will be paid as determined in Article 49.1 of these Special Conditions.

Article 61 Defects liability

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the Contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notify by the Supervisor or the Contracting Authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the General Conditions.

Article 68 Dispute settlement

- 68.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the Republic of Moldova in accordance with the national legislation of the state of the Contracting Authority.

* * *

ANNEX II + III : TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title : Construction of a 300kW solar PV power plant in Feștețița village, Ștefan-Vodă district.

Publication reference : EuropeAid/155713/DH/ACT/Multi

Regional Programme in the Eastern Neighbourhood in support of the Eastern Partnership Flagship Initiative on Sustainable Municipal Development Covenant of Mayors

Action: “Creation of excellence center through piloting demonstrative new energy efficiency technologies and renewable energy sources in Feștețița community”

**Columns 1-2 should be completed by the Contracting Authority
Columns 3-4 should be completed by the tenderer
Column 5 is reserved for the evaluation committee**

Annex III - the Contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

Since the Tenderer is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

The Tenderer shall provide a minimum level quality: 5 years warranty for works done within the framework of the Contract (defect liability period). It shall be clearly stated that if more than 25% of the total equipment or one of its components failed within first year, the total equipment or the total of its dismantling component shall be replaced.



1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
	Max. Input Voltage ¹ – 1 100 V	1 100 V		
	Min. Start Voltage – 200 V	200 V		
	Rated AC Active Power – min. 60 000 W	60 000 W		
	Max. AC Apparent Power – 66 000 VA	66 000 VA		
	Operating Temperature Range -25°C ~ 60°C	-25°C ~ 60°C		



[Handwritten signature]

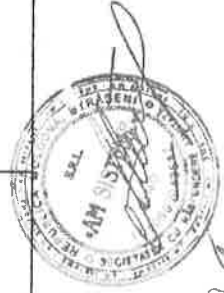
¹ The maximum input voltage is the upper limit of the DC voltage. Any higher input DC voltage would probably damage inverter


1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
	<p>Minimum Certifications: EN 62109-1/-2, IEC 62109-1/-2, EN 50530, IEC 62116, IEC 60068, IEC 61683, IEC 61727, ISO 9001, ISO 14001.</p> <p>Support structures for Module mounting system for 960 PV modules shall be securely attached to the ground at a fixed tilt angle, according to the technical design drawings. Mounting structures shall be spaced sufficiently between the arrays to allow cleaning and minimize shading areas. The mounting structure material should be corrosion free. For ground screws and their specifications, reference is made to the Technical Design documentation</p> <p>Panel dimension: 1960X992X35mm; Orientation: portrait; Array: 2X16, 2X32; Panels/Array: 32, 64; Tilt angle: 31°; Minimum ground clearance:0.5m; Resistant to: Wind speed: 30 m/s and Snow load: 25 cm.</p>	<p>Minimum Certifications: EN 62109-1/-2, IEC 62109-1/-2, EN 50530, IEC 62116, IEC 60068, IEC 61683, IEC 61727, ISO 9001, ISO 14001. Manufacturer: Huawei</p> <p>Support structures for Module mounting system for 960 PV modules will be securely attached to the ground at a fixed tilt angle, according to the technical design drawings. Mounting structures shall be spaced sufficiently between the arrays to allow cleaning and minimize shading areas. The mounting structure material should be corrosion free. For ground screws and their specifications, reference is made to the Technical Design documentation</p> <p>Panel dimension: 1960X992X35mm; Orientation: portrait; Array: 2X16, 2X32; Panels/Array: 32, 64; Tilt angle: 31°; Minimum ground clearance:0.5m; Resistant to: Wind speed: 30 m/s and Snow load: 25 cm.</p>	<p>Manufacturer's delegation Galnet Sp. z o.o</p>	



[Handwritten signature]

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
	<p>Equipment for video surveillance, monitoring and data transmission for full visual coverage of the plant in terms of security:</p> <p>Video control equipment - External 5Mpx camera (6 units), min. IP65;</p> <p>8Ch 5MP recorder;</p> <p>Surveillance 2TB HDD; POE switch MG1008PL type or equivalent;</p> <p>Smart Data Logger Inverter; UPS online;</p> <p>Wall Cabinet of LK-WM-B-6606 type;</p> <p>Monitor 22 "LED WIDE 16: 9, 1920x1080 Full HD;</p> <p>Intel Core I5 (or equivalent) Desktop PC 8GB RAM, 128GB SSD + 1TB HDD, 2GB DVI + HDMI Video Card, Mouse + Keyboard, Licensed Windows 10 + Laser Multifunctional Printer;</p> <p>Monitor LED 32" 2560x1440 HDMI, 26"-55" wall bracket with tilt and rotation adjustment;</p> <p>Router LTE / 3G / WiFi / WAN; Switch RB260GS type or equivalent;</p> <p>ABS IP65 plastic distribution box, 100x100x50mm; HDMI cable, RS485 communication cable and other accessories according to technical design documentation and bill of quantity.</p> <p>The information from PV power plant shall be collected on the server installed in the monitoring center within the LPA building.</p>	<p>Equipment for video surveillance, monitoring and data transmission for full visual coverage of the plant in terms of security:</p> <p>Video control equipment - External 5Mpx camera (6 units), min. IP65;</p> <p>8Ch 5MP recorder;</p> <p>Surveillance 2TB HDD; POE switch MG1008PL type or equivalent;</p> <p>Smart Data Logger Inverter; UPS online;</p> <p>Wall Cabinet of LK-WM-B-6606 type;</p> <p>Monitor 22 "LED WIDE 16: 9, 1920x1080 Full HD;</p> <p>Intel Core I5 (or equivalent) Desktop PC 8GB RAM, 128GB SSD + 1TB HDD, 2GB DVI + HDMI Video Card, Mouse + Keyboard, Licensed Windows 10 + Laser Multifunctional Printer;</p> <p>Monitor LED 32" 2560x1440 HDMI, 26"-55" wall bracket with tilt and rotation adjustment;</p> <p>Router LTE / 3G / WiFi / WAN; Switch RB260GS type or equivalent;</p> <p>ABS IP65 plastic distribution box, 100x100x50mm; HDMI cable, RS485 communication cable and other accessories according to technical design documentation and bill of quantity.</p> <p>The information from PV power plant will be collected on the server installed in the monitoring center within the LPA building.</p>	<p>Declaratie de conformitate SRL Exterior</p> <p>Certificat de conformitate MD OC TIP 024 C6277-18</p> <p>Certificat de conformitate MD OC TIP 024 C6596-19</p>	



1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
	<p>Equipment for the Evidence of electricity, incl. Two-way active / reactive electricity meter of ZMD 405-CT, Un=3x240/415V, In=5A type or equivalent and accessories, according to technical design documentation and bill of quantity.</p> <p>The electronic electricity meter will have the capacity of hourly measurement of the quantities of electricity and of the electrical power and the data storage during at least 1 year, with the possibility of connecting (built-in GPRS / GSM modem) to the automated system of measurement of the system's Operator and remote reading of the indications and with the possibility of detecting the meter failure time.</p>	<p>Equipment for the Evidence of electricity, incl. Two-way active / reactive electricity meter of ZMD 405-CT, Un=3x240/415V, In=5A type and accessories, according to technical design documentation and bill of quantity.</p> <p>The electronic electricity meter will have the capacity of hourly measurement of the quantities of electricity and of the electrical power and the data storage during at least 1 year, with the possibility of connecting (built-in GPRS / GSM modem) to the automated system of measurement of the electrical energy of the system's Operator and remote reading of the indications and with the possibility of detecting the meter failure time.</p>	<p>Technical data sheet</p>	
3	<p>Construction of the water supply system Construcția sistemului de alimentare cu apă</p> <p>Water supply from the existing Ø75mm aqueduct on M. Cogalniceanu street, built from pipes PE80 SDR 17.6 PN6 Ø25mm and accessories, acc. to technical design docs. and bill of quantity.</p> <p>Installation of the water flow measuring device of "Sisma" DBR Ø15mm type or equivalent (with filter and reverse valve) and accessories, according to technical design documentation and bill of quantity.</p> <p>Equipment for PV panels' cleaning – high pressure washer (Karcher K5 type or equivalent), with high-pressure gun, telescopic handle, rotary washing brush, hose with trolley and connectors/adapters.</p> <p>Land cleaning, vertical systematization and drainage of rainwater / Curățirea, sistematizarea pe vertical, rigola de scurgere a apelor pluviale</p> <p>Cleaning the leaves and branches from the land. Plowing the land at the depth of 25-30 cm. Mechanical digging and transportation of the land by dump truck</p>	<p>Water supply from the existing Ø75mm aqueduct on M. Cogalniceanu street, built from pipes PE80 SDR 17.6 PN6 Ø25mm and accessories, acc. to technical design docs. and bill of quantity.</p> <p>Installation of the water flow measuring device of GSD-8 D15 BIMETERS Italy (with filter and reverse valve) and accessories, according to technical design documentation and bill of quantity.</p> <p>Equipment for PV panels' cleaning – high pressure washer (Karcher K5 basic), with high-pressure gun, telescopic handle, rotary washing brush, hose with trolley and connectors/adapters.</p>	<p>Technical data sheet</p> <p>Technical data sheet</p>	
4	<p>Cleaning the leaves and branches from the land. Plowing the land at the depth of 25-30 cm. Mechanical digging and transportation of the land by dump truck</p>	<p>Cleaning the leaves and branches from the land. Plowing the land at the depth of 25-30 cm. Mechanical digging and transportation of the land by dump truck</p>		

VOLUME 4.2.3 — BREAKDOWN OF THE LUMP-SUM PRICE, itemised list according to TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Item	Description	Unit	Unit price, MDL	Firm Quantities	Lump-sum price MDL
1	Construction of a 300kW solar PV power plant Construcția centralei electrice fotovoltaice cu puterea instalată de 300kW	SET	3 489 424,41	1	3 489 424,41
2	Construction of external electricity supply network and Transformation Station Construcția Rețelei exterioare de alimentare cu energie electrică și a Postului de Transformare	SET	352 438,	1	352 438,31
3	Construction of the water supply system Construcția sistemului de alimentare cu apă	SET	42 554,51	1	42 554,51
4	Land cleaning, vertical systematization and drainage of rainwater Curățirea, sistematizarea pe vertical, rigola de scurgere a apelor pluvial	SET	15 859,75	1	15 859,75
5	Turn-key hand-over, Training & Logistics	SET	0	1	0*
4	Total lump-sum price, MDL				3 900 276,98

*INCLUDED IN THE PRICE OFFER



ADDENDUM N° 2 TO WORKS CONTRACT N° W-PV-UE-1

<p>PA “Fondul de Inovatii Sociale din Moldova” Non-governmental organisation Official registration number: 1015620000184 Full official address: Bd. Decebal, nr. 19, off 133 MD-2002 mun. Chişinău, Moldova E-mail : droscovan@gmail.com Tel. 022 63-83-80; GSM. 0 692 41 847 Represented by Dumitru Roşcovan, Chairman</p>	<p>Local Public Authority of Festelita village, Stefan Voda district Official registration number: 1007601005349 Full official address: MD3541, str. Ştefan cel Mare, Feştelita village, Ştefan Vodă district E-mail: primariafestelita@gmail.com Tel. 0 242 44 1 72; GSM. 067704688 Represented by Nicolae Tudoreanu, Mayor</p>
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("the Contracting Authority"),

of the one part, and

Full official name of the contractor

“**AM SISTEME**” SRL (MD) - Lead member of the Consortium composed of:

“DARNIC-GAZ” SA (MD) / “EKOGEN” SP Z.O.O (PL)

Official registration number – 1010600043517

Full official address: Stefan cel Mare str. nr. 1A, mun. Straseni, MD-3701, Republic of Moldova

VAT number: 8600840

Represented by **Andrei Mereacre**, GSM 0 693 65 252, E-mail: andrei@darnicgaz.md

("the Contractor")

of the other part,

have agreed as follows:

The following provisions of the Contract W-PV-UE-1 “**CONSTRUCTION OF a 300kW SOLAR PV POWER PLANT in Festelita v.**” concluded between the Contracting Authority and the Contractor on 27.07.2020 (the "Contract"), within the **PROJECT "Creation of excellence center through piloting demonstratiye new energy efficiency technologies and renewable energy sources in Festelita community"** are hereby replaced as follows:

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) **MDL 3 900 279,88 (Three millions nine hundred thousand two hundred seventy nine MDL, 88 bani)**

text of the new article as amended

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) **MDL 4 251 915,37 (Four millions two hundred fifty one thousand nine hundred fifteen MDL, 37 bani)**

The Annex DEVIZ LOCAL, from 25.07.2020 in the amount of MDL 3 900 279,88, is complemented with the Annex DEVIZ LOCAL Additional works № 1, from 25.02.2021 in the amount of **MDL 351 635,49** and is attached to this addendum.

All other terms and conditions of the Contract remain unchanged. This addendum shall form an integral part of the Contract and it shall enter into force on the later date of signature by the Parties.

Done in English in three originals: two originals being for the Contracting Authority and one original being for the Contractor.

For the contractor		For the contracting authority	
Name:	Andrei MEREACRE	Name:	Dumitru ROŞCOVAN
Title:	Administrator of “AM SISTEME: SRL (MD), MOLDOVA	Title:	Chairman of PA “Fondul de Inovatii Sociale din Moldova” NGO MOLDOVA
Signature:		Signature:	
		Name:	Nicolae TUDOREANU
		Title:	Mayor of Festelita village Stefan Voda district, MOLDOVA
Date:	25.02.2021	Date:	25.02.2021

ADDENDUM N° 3 TO WORKS CONTRACT N° W-PV-UE-1

<p>PA “Fondul de Inovatii Sociale din Moldova” Non-governmental organisation Official registration number: 1015620000184 Full official address: Bd. Decebal, nr. 19, off 133 MD-2002 mun. Chişinău, Moldova E-mail : droscovan@gmail.com Tel. 022 63-83-80; GSM. 0 692 41 847 Represented by Dumitru Roşcovan, Chairman ("the Contracting Authority"),</p>	<p>Local Public Authority of Festelita village, Stefan Voda district Official registration number: 1007601005349 Full official address: MD3541, str. Ştefan cel Mare, Feştelita village, Ştefan Vodă district E-mail: primariafestelita@gmail.com Tel. 0 242 44 1 72; GSM. 067704688 Represented by Nicolae Tudoreanu, Mayor</p>
---	--

of the one part, and

Full official name of the contractor

“AM SISTEME” SRL (MD) - Lead member of the Consortium composed of:

“DARNIC-GAZ” SA (MD) / “EKOGEN” SP Z.O.O (PL)

Official registration number – 1010600043517

Full official address: Stefan cel Mare str. nr. 1A, mun. Straseni, MD-3701, Republic of Moldova

VAT number: 8600840

Represented by **Andrei Mereacre**, GSM 0 693 65 252, E-mail: andrei@darnicgaz.md

("the Contractor")

of the other part,

have agreed as follows:

The following provisions of the Special Conditions to the Contract W-PV-UE-1 **“CONSTRUCTION OF a 300kW SOLAR PV POWER PLANT in Festelita v.”** concluded between the Contracting Authority and the Contractor on 27.07.2020 (the "Contract"), within the **PROJECT "Creation of excellence center through piloting demonstrative new energy efficiency technologies and renewable energy sources in Festelita community"** are hereby replaced as follows:

SECTION 2 SPECIAL CONDITIONS

Article 34 Period of implementation of tasks

34.1 up to 5 (five) months from the Contract signing date.

text of the new article as amended

SECTION 2 SPECIAL CONDITIONS

Article 34 Period of implementation of tasks

34.1 9 (nine) months from the Contract signing date. Hence, end date of the contract shall be 30.04.2021

All other terms and conditions of the Contract remain unchanged. This addendum shall form an integral part of the Contract and it shall enter into force on the later date of signature by the Parties.

Done in English in three originals: two originals being for the Contracting Authority and one original being for the Contractor.

For the contractor		For the contracting authority	
Name:	Andrei MEREACRE	Name:	Dumitru ROŞCOVAN
Title:	Administrator of “AM SISTEME: SRL (MD), REPUBLIC OF MOLDOVA	Title:	Chairman of PA “Fondul de Inovatii Sociale din Moldova” NGO, REPUBLIC OF MOLDOVA
Signature:		Signature:	
		Name:	Nicolae TUDOREANU
		Title:	Mayor of Festelita village Stefan Voda district, REPUBLIC OF MOLDOVA
Date:	24.03.2021	Signature:	
Date:	24.03.2021	Date:	24.03.2021

15 January 2016

Addendum 3 to Contract AM Sisteme SRL

ADDENDUM N° 4 TO WORKS CONTRACT N° W-PV-UE-1

PA "Fondul de Inovatii Sociale din Moldova" Non-governmental organisation Official registration number: 1015620000184 Full official address: Bd. Decebal, nr. 19, off 133 MD-2002 mun. Chişinău, Moldova E-mail : droscovan@gmail.com Tel. 022 63-83-80; GSM. 0 692 41 847 Represented by Dumitru Roşcovan, Chairman	Local Public Authority of Festelita village, Stefan Voda district Official registration number: 1007601005349 Full official address: MD3541, str. Ştefan cel Mare, Feştelita village, Ştefan Vodă district E-mail: primariafestelita@gmail.com Tel. 0 242 44 1 72; GSM. 067704688 Represented by Nicolae Tudoreanu, Mayor
---	--

("the Contracting Authority"),

of the one part, and

Full official name of the contractor

"AM SISTEME" SRL (MD) - Lead member of the Consortium composed of:

"DARNIC-GAZ" SA (MD) / "EKOGEN" SP Z.O.O (PL)

Official registration number – 1010600043517

Full official address: Ştefan cel Mare str. nr. 1A, mun. Strasenii, MD-3701, Republic of Moldova

VAT number: 8600840

Represented by **Andrei Mereacre**, GSM 0 693 65 252, E-mail: andrei@darnicgaz.md

("the Contractor")

of the other part,

have agreed as follows:

The following provisions of the Special Conditions to the Contract W-PV-UE-1 "**CONSTRUCTION OF a 300kW SOLAR PV POWER PLANT in Festelita v.**" concluded between the Contracting Authority and the Contractor on 27.07.2020 (the "Contract"), within the PROJECT "*Creation of excellence center through piloting demonstrative new energy efficiency technologies and renewable energy sources in Festelita community*" are hereby replaced as follows:

SECTION 2 SPECIAL CONDITIONS

Article 34 Period of implementation of tasks

34.1 up to 5 (five) months from the Contract signing date.

text of the new article as amended




SECTION 2 SPECIAL CONDITIONS

Article 34 Period of implementation of tasks

34.1 16 (sixteen) months from the Contract signing date. Hence, end date of the contract shall be 30.11.2021

All other terms and conditions of the Contract remain unchanged. This addendum shall form an integral part of the Contract and it shall enter into force on the later date of signature by the Parties.

Done in English in three originals: two originals being for the Contracting Authority and one original being for the Contractor.

For the contractor		For the contracting authority	
Name:	Andrei MEREACRE	Name:	Dumitru ROŞCOVAN
Title:	Administrator of "AM SISTEME: SRL (MD), REPUBLIC OF MOLDOVA	Title:	Chairman of PA "Fondul de Inovatii Sociale din Moldova" NGO REPUBLIC OF MOLDOVA
Signature:		Signature:	
		Name:	Nicolae TUDOREANU
		Title:	Mayor of Festelita village Stefan Voda district REPUBLIC OF MOLDOVA
Signature:		Signature:	
Date:	11.04.2021	Date:	11.04.2021

ADDENDUM N° 1 TO WORKS CONTRACT N° W-PV-UE-1

<p>PA “Fondul de Inovatii Sociale din Moldova” Non-governmental organisation Official registration number: 1015620000184 Full official address: Bd. Decebal, nr. 19, off 133 MD-2002 mun. Chişinău, Moldova E-mail : droscovan@gmail.com Tel. 022 63-83-80; GSM. 0 692 41 847 Represented by Dumitru Roşcovan, Chairman</p>	<p>Local Public Authority of Festelita village, Stefan Voda district Official registration number: 1007601005349 Full official address: MD3541, str. Ştefan cel Mare, Feştelita village, Ştefan Vodă district E-mail: primariafestelita@gmail.com Tel. 0 242 44 1 72; GSM. 067704688 Represented by Nicolae Tudoreanu, Mayor</p>
---	--

("the Contracting Authority"),

of the one part, and

Full official name of the contractor

“AM SISTEME” SRL (MD) - Lead member of the Consortium composed of:

“DARNIC-GAZ” SA (MD) / “EKOGEN” SP Z.O.O (PL)

Official registration number – 1010600043517

Full official address: Stefan cel Mare str. nr. 1A, mun. Straseni, MD-3701, Republic of Moldova

VAT number: 8600840

Represented by **Andrei Mereacre**, GSM 0 693 65 252, E-mail: andrei@darnicgaz.md

("the Contractor")

of the other part,

have agreed as follows:

The following provisions of the Special Conditions to the Contract W-PV-UE-1 **“CONSTRUCTION OF a 300kW SOLAR PV POWER PLANT in Festelita v.”** concluded between the Contracting Authority and the Contractor on 27.07.2020 (the "Contract"), within the **PROJECT "Creation of excellence center through piloting demonstrative new energy efficiency technologies and renewable energy sources in Festelita community"** are hereby replaced as follows:

SECTION 2 SPECIAL CONDITIONS

Article 34 Period of implementation of tasks

34.1 up to 5 (five) months from the Contract signing date.

text of the new article as amended

SECTION 2 SPECIAL CONDITIONS

Article 34 Period of implementation of tasks

34.1 8 (eight) months from the Contract signing date. Hence, end date of the contract shall be 31.03.2021

All other terms and conditions of the Contract remain unchanged. This addendum shall form an integral part of the Contract and it shall enter into force on the later date of signature by the Parties.

Done in English in three originals: two originals being for the Contracting Authority and one original being for the Contractor.

For the contractor		For the contracting authority	
Name:	Andrei MEREACRE	Name:	Dumitru ROŞCOVAN
Title:	Administrator of “AM SISTEME: SRL (MD), REPUBLIC OF MOLDOVA	Title:	Chairman of PA “Fondul de Inovatii Sociale din Moldova” NGO REPUBLIC OF MOLDOVA
Signature:		Signature:	
		Name:	Nicolae TUDOREANU
		Title:	Mayor of Festelita village Stefan Voda district REPUBLIC OF MOLDOVA
Date:	24.12.2020	Date:	24.12.2020

PROCES-VERBAL DE RECEPȚIE LA TERMINAREA LUCRĂRILOR

Nr. 1 din 14 mai 2021

Privind lucrarea “**Construcția parcului fotovoltaic de 312 kW în s. Feștelița**” executată la obiectul “**Crearea Centrului de Excelență prin pilotarea noilor tipologii de eficiență energetică și a surselor demonstrative de energie regenerabilă în s. Feștelița**” în cadrul contractului nr. **W-PV-UE-1** din 27 iulie 2020 încheiat între **AO “Fondul de Inovatii Sociale din Moldova”, ONG, Primaria s. Feștelița r-nul Ștefan Vodă și “AM SISTEME” SRL(MD)** – Liderul Consorțiului “**Darnic-Gaz SA + “EKOGEN” SP Z.O.O. (PL)** pentru efectuarea lucrărilor de “**Construcție a parcului fotovoltaic de 312 kW în s. Feștelița**”

1. Lucrările au fost executate în baza autorizației nr. _____, eliberată de _____ la _____, cu valabilitate pînă la _____.

2. Comisia de recepție și-a desfășurat activitatea în intervalul 30 aprilie 2021 – 14 mai 2021 fiind formată din:

Președintele comisiei:

Nicolae Tudoreanu - Primarul s. Feștelița

Membrii comisiei:

Radu Procopenco - Director ÎM “Servicii Comunale Feștelița Marianca de Jos”

Iurie Afanasiev - Șeful Direcției Construcții r-nul Ștefan Vodă

Serghei Volovodiuc - Responsabil Tehnic

Maria Muntean - Consilier Local

Aurica Gîrjău - Contabil Șef Primaria Feștelița

- Reprezentantul Agenției de mediu

- Reprezentantul Agenției Naționale pentru Sănătate Publică

- Reprezentantul Agenției pentru Eficiență Energetică

- Reprezentantul Inspectoratului energetic de Stat

3. Au mai participat la recepție:

Dumitru Roșcovan - Director AO “Fondul de Inovatii Sociale din Moldova”, ONG

Ion Damian - Consultant, probleme tehnice AO “Fondul de Inovatii Sociale din Moldova”, ONG

Andrei Mereacre - Director “AM SISTEME” SRL(MD)

4. Constatările comisiei de recepție:

1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete lucrările cuprinse în lista-anexă nr. 1

2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate:

3) lucrările, cuprinse în lista-anexă nr.3, pentru care nu s-au respectat prevederile proiectului.

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

Recepția obiectului la terminarea lucrărilor

6. Comisia de recepție motivează propunerea făcută prin:

Finalizarea lucrărilor de Construcție a parcului fotovoltaic de 312 kW în s. Feștelița

7. Comisia de recepție recomandă următoarele:

Exploatarea obiectului conform destinației

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral 8570222266, adresa poștală Feștelita, destinația _____, compus din următoarele construcții parc fotovoltaic, suprafața la sol _____, suprafața totală, _____, numărul de etaje _____, conform certificatului despre rezultatele inspecției bunului imobil, anexat la prezentul proces-verbal.

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 14 mai 2021 în 5 exemplare.

Comisia de recepție:

Președinte comisiei:

Membri comisiei



Nicolae Tudoreanu


Radu Procopenco


Iurie Afanasiev


Serghei Volovodiuc


Maria Muntean


Aurica Gîrjău



Dumitru Roșcovan


Ion Damian


Andrei Mereacre

9. Lucrarea **Construcția parcului fotovoltaic de 312 kW în s. Feștelita** executată la obiectul **“Crearea Centrului de Excelență prin pilotarea noilor tipologii de eficiență energetică și a surselor demonstrative de energie regenerabilă în s. Feștelita”** este.

TRANSMISĂ:
EXECUTANTUL:

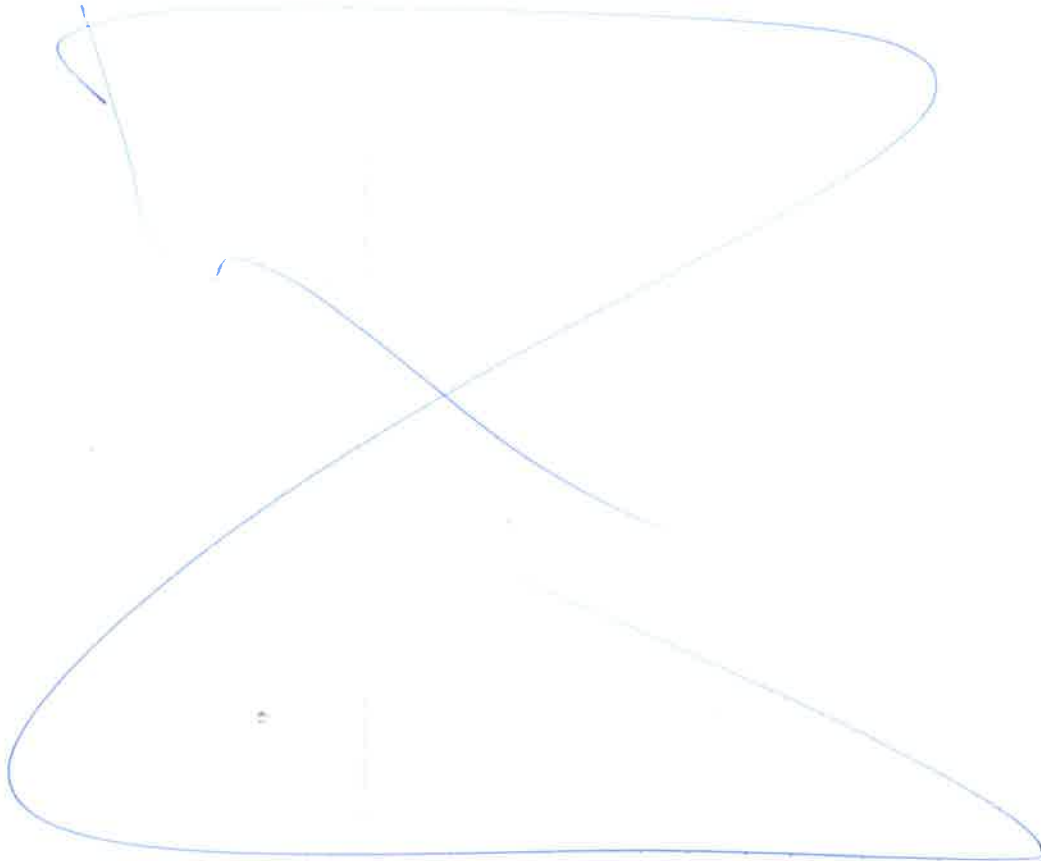
" " 2021
L.Ș. _____
(semnătura)

PRIMITĂ:
BENEFICIARUL

" " 2021
L.Ș. _____
(semnătura)

Anexa nr.1
la procesul – verbal de receptie
la terminarea lucrarilor
nr. 1, din 14 mai 2021

**Lista pieselor din documentatia scrisa si desenata a obiectului care sunt lipsa sau
incomplete.**



Primarul, Preşedintele Comisiei



Nicolae Tdoreanu

Director ÎM “Servicii Comunale Făstelița Marianca de Jos”



Radu Procopenco

Responsabil Tehnic



Serghei Volovodiuc

Anexa nr.2
la procesul-verbal de receptie
la terminarea lucrarilor
nr. 1 , din 14 mai 2021

Lista lucrarilor cuprinse in Documentatia Tehnica ce n-au fost executate.

[A large, illegible blue scribble or signature is present in the center of the page.]

Primarul, Preşedintele Comisiei



[Handwritten signature in blue ink.]

Nicolae Tdoreanu

Director ÎM "Servicii Comonale Festeştiţa Marianca de Jos"



Radu Procopenco

[Handwritten signature in blue ink.]

Responsabil Tehnic



Serghei Volovodiuc

**Lista lucrarilor cuprinse in Documentatia Tehnica la care nu s-a respectat prevederile
proiectului.**

1. De încercat și îndreptat pilonii de susținere a carcasei.
2. De efectuat legarea la pământ a jgheburilor metalice.
3. De tăiat surplusurile de coliere de plastic.
4. În post de transformare de făcut ordine conform instrucțiunilor date.
5. De așezat automatele în stâlpi de iluminat.
6. Sudurile la împământare de curățat și vopsit.
7. De conectat panourile pe rețea DC.
8. De strâns furtunurile aruncate pe șantier.
9. Transformator:
 - Cu fâșie de metal 25x4 (sau ca în proiect) de făcut legarea interioară la transformator.
 - De scos rugina și de vopsit la transformator.
 - De coordonat cu proiectantul amplasarea rețelei pentru sistemul supraveghere video și comunicare.
 - De terminat schema la pilonul separator de tensiune.
 - De soluționat problema privind întrerupătorul și diferența de amperaj.
10. Împământarea pilonilor la flagshtok-uri, la pilonii porții casuță și gard.
11. De siliconat la transformator toate posibilele orificii pentru a preveni pătrunderea insectelor.

Primarul, Președintele Comisiei



Nicolae Tdoreanu

Director ÎM "Servicii Comunale Feștelita Marianca de Jos"

Radu Procopenco



Responsabil Tehnic

Serghei Valovodiuc





Fondul de Inovații Sociale din Moldova

Asociație Obștească, c/f 1015620000184

Nr. Ref. 01-21 / 14

16 August 2021

Autorităților competente

SCRISOARE DE RECOMANDARE

Prin prezenta, AO "Fondul de Inovații Sociale din Moldova" NGO își exprimă aprecierea față de compania „AM Sisteme“ SRL în calitate de antreprenor la efectuarea lucrărilor pentru implementarea sub-proiectului "Construcția centralei electrice fotovoltaice cu puterea instalată de 312 kW" în perioada 2020-2021 în s. Feștelița, rn. Ștefan-Vodă.

Am ales să contractăm această companie în urma concursului național organizat, în baza ofertei financiare și tehnice echilibrate, dar și datorită disponibilității, flexibilității și calității deosebite a serviciilor prestate în termeni optimi, respectând legislația în vigoare.

Pe parcursul colaborării noastre, „AM Sisteme“ SRL, a manifestat o mare deschidere spre înțelegerea necesităților tehnice exprimate în caietul de sarcini și termenii de referință, fapt ce a dus la obținerea unor rezultate pozitive.

Având în vedere cele de mai sus, ne permitem să recomandăm compania „AM Sisteme SRL“ ca fiind un colaborator profesionist și de încredere.

De menționat că sub-proiectul "Construcția centralei electrice fotovoltaice cu puterea instalată de 312 kW" în s. Feștelița, rn. Ștefan-Vodă a fost co-finanțat din contul Contractul de Grant – Acțiuni Externe a Uniunii Europene – Nr. 2017/392-992 din 22.12.2017 semnat între Uniunea Europeană (reprezentată de Delegația Uniunii Europene în Moldova) pe de o parte și AO Fondul de Inovații Sociale din Moldova ONG în parteneriat cu APL s. Feștelița, rn Ștefan Vodă, pe de altă parte pentru implementarea proiectului "*Crearea centrului de excelență prin pilotarea tehnologiilor de eficiență energetică și a surselor demonstrative de energie regenerabilă în satul Feștelița, rn. Ștefan-Vodă*".

Cu respect,

Președinte

Dumitru Roșcovan



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mun. Chișinău, Republica Moldova,

Tel.: +373 0692 41 847; Fax: +373 022 22-30-10
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REPUBLICA MOLDOVA
Raionul Ștefan Vodă
PRIMĂRIA FEȘTELIȚA

Tel.0242-44-1-36;tel/fax 0242-44-1-72 email: primariafestelita@gmail.com

data 16 august 2021

Autorităților competente

SCRISOARE DE RECOMANDARE

Prin prezenta, Primăria s. Feștețița, rn Ștefan Vodă î-și exprimă aprecierea față de compania „AM Sisteme“ SRL în calitate de antreprenor la efectuarea lucrărilor pentru implementarea sub-proiectului ”**Construcția centralei electrice fotovoltaice cu puterea instalată de 312 kW**” în perioada 2020-2021 în s. Feștețița, rn. Ștefan-Vodă.

Am ales să contractăm această companie în urma concursului național organizat, în baza ofertei financiare și tehnice echilibrate, dar și datorită disponibilității, flexibilității și calității deosebite a serviciilor prestate în termeni optimi, respectând legislația în vigoare.

Pe parcursul colaborării noastre, „AM Sisteme“ SRL, a manifestat o mare deschidere spre înțelegerea necesităților tehnice exprimate în caietul de sarcini și termenii de referință, fapt ce a dus la obținerea unor rezultate pozitive.

Având în vedere cele de mai sus, ne permitem să recomandăm compania „AM Sisteme SRL“ ca fiind un colaborator profesionist și de încredere.

De menționat că sub-proiectul ”Construcția centralei electrice fotovoltaice cu puterea instalată de 312 kW” în s. Feștețița, rn. Ștefan-Vodă a fost co-finanțat din contul Contractul de Grant – Acțiuni Externe a Uniunii Europene – Nr. 2017/392-992 din 22.12.2017 semnat între Uniunea Europeană (reprezentată de Delegația Uniunii Europene în Moldova) pe de o parte și AO Fondul de Inovații Sociale din Moldova ONG în partenerait cu APL s. Feștețița, rn Ștefan Vodă, pe de altă parte pentru implementarea proiectului "*Crearea centrului de excelență prin pilotarea tehnologiilor de eficiență energetică și a surselor demonstrative de energie regenerabilă în satul Feștețița, rn. Ștefan-Vodă*".

Cu respect,

Nicolae Tudoreanu, primar, s. Feștețița, rn. Ștefan Vodă

