

**Construction Contract
on Measurement Basis**

The

A2

**Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
D-65760 Eschborn
Federal Republic of Germany**

**73/1, Stefan cel Mare si Sfanta bvd.,
NBC – National Business Center, 9th floor,
MD-2001 Chisinau, Republic of Moldova**

- hereinafter referred to as the
- **"Employer"** -

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

- hereinafter referred to as the
- **"Contractor"** -

Chairman of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Tanja Gönner (Chair)
Ingrid-Gabriela Hoven
Thorsten Schäfer-Gümbel

herewith enter into the following Contract

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

for the Project: Strong Businesses and Communities for Moldova

Country: Republic of Moldova

83422519_Comrat Lot 1_A2-construction-contract-on-measurement-basis-

en

06.2021

1. PURPOSE OF THE CONTRACT - SCOPE OF WORKS

- 1.1 The Employer awards and the Contractor takes over the execution of the following construction works:

Construction and renovation works in public institutions of Comrat Lot №1

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

- 1.2 The Employer engages herewith the Contractor to conduct these Works, for which the Contractor will be paid directly by the Employer. However, the Final end-user / Beneficiary of the results of the executed Works, for which a building permit is to be issued (if applicable), will be the following person/entity

Kindergartens no. 4, 5 and 8 in Comrat, Comrat City Hall, Schools no. 1 and 5 in Comrat

(hereinafter referred to as the "**End-user / Beneficiary**"), the same End-user / Beneficiary is obliged to obtain all necessary building permits needed for the performing of the herewith agreed Works (if applicable).

2. CONTRACT DOCUMENTS

The priority of documents forming the Contract shall be as follows:

- 2.1 This Construction Contract
with Supplementary terms and conditions for constructions works

Annex PAGoda (if applicable)

- 2.2 The Specification of Works / technical specifications

- 2.3 The Drawings enclosed to the Invitation to Tender for Contractors, i.e.

Unpriced BoQ and Drawings Kindergarten no. 4 dated 15.08.2022

Unpriced BoQ and Drawings Kindergarten no. 5 dated 15.08.2022

Unpriced BoQ and Drawings Kindergarten no. 8 dated 15.08.2022

Unpriced BoQ and Drawings City Hall dated 15.08.2022

Unpriced BoQ and Drawings School no. 1 dated 15.08.2022

Unpriced BoQ and Drawings School no. 5 dated 15.08.2022

and such drawings and details as may be issued by the Employer or his Authorized Representative for the clarification of the Works during execution.

- 2.4 The priced Bill of Quantities (including Daywork Rates), dated 08.09.2022

3. TERMS OF EXECUTION - COMMENCEMENT OF WORKS

4. REMUNERATION - ADDITIONAL WORKS

4.1 The Employer shall pay the Contractor a Contract Price of up to

2 493 950,93 (MDL Currency)

(in words Two million four hundred ninety-three thousand nine hundred fifty,93)

in accordance with the prices stated in the Bill of Quantities and the Works actually executed and measured. The Contract Price shall be subject to such additions and deductions as may be made under the provisions of this Contract.

4.2 The rates and prices of the Bill of Quantities shall cover all services and works of the Contractor described in the Specifications and the Drawings. Additional works shall be remunerated only if they were ordered in writing by the Employer or his Authorized Representative and shall be valued at the prices set out in the Bill of Quantities.

4.3 If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Employer and the Contractor in advance. In the event of disagreement, the Employer shall fix such rates or prices as shall, in his opinion, be reasonable and proper, taking into account all prevailing circumstances.

4.4 The Contractor shall invoice Value Added Tax (VAT) if and as prescribed by law; the Employer will refund the amount in addition to the remuneration.

Amount of VAT (*if applicable*):

5. TIME FOR COMPLETION - PENALTY FOR DELAY

5.1 The Contractor shall complete the Works as listed under Clause 1 and 2 within 60 working-days after the handing-over of site and shall request the issue of the Taking-Over Certificate at least 3 weeks prior to the date of completion.

5.2 If the Contractor should fail to achieve the completion of the Works within the period prescribed in Clause 5.1, the Contractor shall pay to the Employer a penalty of one per mille (1/1000) of the Contract Price stated under Clause 4.1 for every working-day of delay up to a limit of 5 % of the Contract Price.

5.3 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other obligation or liability under this Contract, nor to be liable for any and/or further damages towards the Employer beyond the hereinabove set penalty, if such would incur.

6. AUTHORIZED REPRESENTATIVE AND THE ENGINEER / EXPERT SUPERVISION OF THE WORKS

- 7.2.2 Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.
- 7.2.3 Each invoice shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.
- 7.2.4 An amount of 5 % of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.
- 7.2.5 After the issue of the Taking-Over Certificate in compliance with the format enclosed (Annex A 9) and presentation of the final bill, i.e. of the final payment certificate, the remuneration due shall be paid reduced by 3 % of the total Contract Price, which shall be released after the defects liability period has expired, provided the results of the Works are free of defects. This amount may be released against the provision of a Defects Liability Guarantee, which is to be provided at the order and at the expenses of the Contractor, and that by a bank accepted by the Employer in compliance with the format enclosed (see Annex A 7).
- 7.2.6 The Retention of 3 % for the defects liability period will not be withheld, if the final contract amount is not exceeding the equivalent of Euro 250.000, --.

8. TAKING-OVER CERTIFICATE - DEFECTS LIABILITY PERIOD

- 8.1 The Employer or his Authorized Representative shall issue the Taking-Over Certificate, always co-signed by the Engineer, in compliance with the format enclosed (see Annex A 9) within 3 weeks of the date of delivery of the Contractor's request for its issue, provided that the whole of the Works have been completed in accordance with the Contract and to the satisfaction of the Employer or his Authorized Representative.

If the results of the Works have been completed except for minor faults or missing items, the Employer or his Authorized Representative shall include a statement in the Taking-Over Certificate, listing all faults and defects, missing items or outstanding works to be completed, including the date when all rectification and finishing works shall be completed.

- 8.2 The Defects Liability Period shall be twelve (12) months, starting with the date of issue of the Taking-Over Certificate.
- 8.3 Defects, faults or shrinkage due to the use of materials or workmanship not in accordance with the Contract and which arise during the defects liability period shall be made good by the Contractor immediately after notification. For these rectifications a new defects liability period shall start on their day of completion.
- 8.4 If the Contractor should fail to comply with his obligations under this Contract, the Employer shall be entitled to either make a deduction, claim damages or, giving four (4) weeks' notice to the Contractor, employ another contractor to execute the works required for rectification and to deduct all expenses arising thereon or incidental thereto from the moneys retained according to Clause 7.2.4 or 7.2.5, or to recover these from the Contractor.

12. COMPLIANCE WITH LEGAL PROVISIONS

When performing the work and services, the contractor must comply with all applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

13. COPIES AND THE LANGUAGE OF THE CONTRACT

13.1 The contract is drawn up in duplicate. The contractor shall receive one copy thereof

13.2 Either party may translate - at its own expenses - this Contract into its own language, however if there should be any discrepancies between such translations and the Contract's original English wording, the latter shall prevail.

14. FINAL PROVISION

This Contract shall be modified or supplemented only by written agreement.

Chisinau, date:

Chisinau, date:

The Employer
Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH

Zagolar SRL
(seal, if available)



Thomas Foerch

Head of project



Claudia Hermes

Country Director



Nicolai Dimitroglu

Annexes:

- Annex 1. Self-declaration to determine the origin or source of the goods offered
- Annex 2. Taking-Over Certificate

- those goods are covered by the current EU sanctions against Belarus (in particular, if they are covered by Annex VII, VIII, X, XI, XII and/or XIII of Council Regulation (EU) No 765/2006.



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Place

Date

Nicolai Dimitroglu

1.3 Avoiding unintended adverse impacts when implementing the contract

When performing the construction works, the Contractor must seek to avoid or mitigate any unintended adverse impacts on the environment, the climate, climate change adaptation, human rights, gender equality and fragile contexts involving conflict and violence by implementing attributable mitigation measures. The Contractor also undertakes to fully harness all opportunities to promote gender equality.

1.4 Legal consequences of breach of these obligations

If the Contractor breaches any of the obligations set out in section 1 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor.

2. Integrity

2.1 Conflicts of interest

The Contractor must avoid all conflicts of interests in relation to the contract. Conflicts of interest can arise in particular as a result of commercial interests, political allegiances or national ties, links to family members or friends and other ties or interests. In particular, the Contractor undertakes:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) during the term of the contract with GIZ, not to accept any other contract where a conflict of interest is to be anticipated due to the nature of that contract or due to the Contractor's personal or financial connections with a third party, unless prior consent has been given by GIZ in text form;
- (c) in relation to the contract with GIZ, not to enter into any contracts with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in writing.

The Contractor undertakes to inform GIZ without delay of any circumstances that constitute or could lead to a conflict of interest. It must discuss and agree with GIZ any further steps to be taken. If the parties are unable to reach agreement and GIZ then terminates the contract, responsibility for termination lies with the Contractor.

2.2 Integrity principles

Whether directly or via a third party, the Contractor must not offer or grant any gifts or benefits and must not accept or demand gifts or benefits for itself or others in connection with the award and/or implementation of the contract; this also applies to facilitating payments.

Furthermore, when implementing the contract, the Contractor must comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor itself or a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This also applies if the Contractor learns of any occurrence that leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this section 4.

5. Assessment confirming compliance with embargoes and other trade restrictions currently in place

Before entering into any contract, GIZ reserves the right to ascertain the origin of the goods offered. This assessment will be conducted to ensure compliance with embargoes and other trade restrictions in place within the scope of GIZ's due diligence. This is particularly true of the EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine⁴ currently in place (primarily the EU Council Regulations No.: 833/2014 and 765/2006).

By submitting their bid, the bidder undertakes towards GIZ the responsibility that in the event of a probable award, the bidder will provide all necessary support to enable GIZ to ensure compliance with the sanctions regime – this assurance is thus given prior to the award of any contract. This includes in particular the obligation, if so requested by GIZ, to complete a self-declaration to determine the origin of the goods offered and/or to provide GIZ with the required evidence of the origin of such goods. Should the bidder fail to meet these obligations or fail to do so within a reasonable period of time, this can result in their bid being excluded.

A contract can only be awarded on completion of this assessment of the origin of the goods offered. Should this check give grounds for concern or reveal facts that constitute a contractual impediment, GIZ shall inform the bidder without delay. GIZ shall also reserve the right in such cases to award the contract to the next-ranked bidder in the competitive tender procedure.

6. Prevention of the financing of terrorism and compliance with embargoes

TAKING - OVER CERTIFICATE (In case of partial take-over precede title by "PARTIAL")

Project No: 21.2228.1-006.00
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422519 dated:
 incl. Supplement dated dated:
Contractor: Zagolar SRL

This is to certify that the Works of the subject contract incl. its supplement(s) have been completed to the satisfaction of the representatives named below and are being taken over as of

..... 20....

Following a joint inspection of the building(s)/installation(s) by the persons named below it has been ascertained that they have been carried out according to the Contract. Faults and defects and / or outstanding works have / have not been determined as listed on the attached sheet.

The following persons participated in the joint inspection as representative for

the Employer
the Engineer
the Contractor

(insert names in printed letters)

The faults and defects found and listed shall be eliminated and the outstanding Works/missing items (if any) shall be completed/installed without delay, definitely not later than

..... 20....

All rights on the part of the Employer concerning liability and maintenance shall remain unaffected. The Employer reserves the right to avail himself of the contract penalty clause insofar as this has been agreed.

The execution of the Works has been completed as of
 With the building(s)/installation(s) completed and taken-over at the date stated above the **Defects Liability Period** commences at that same date and ends at

This Certificate shall be drawn up in three identical copies with one copy each for the three representatives signing below

.....
 Employer's Representative

.....
 Supervising Engineer

.....
 Contractor's
 Representative

ENCLOSURE TO TAKING-OVER CERTIFICATE

Project No: 21.2228.1-006.00
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422519 dated:
incl. Supplement dated dated :

Contractor: Zagolar SRL

LIST OF DEFECTS AND/OR OUTSTANDING WORKS

1. The following faults and defects have been found and established during the joint inspection at the date of taking-over stated on the front page:

2. The following outstanding Works / missing items have been found and established during the joint inspection at the date of taking-over as above:

3. This **Partial Taking-Over Certificate** does not apply to the whole of the Contract stated above, but to the following parts/portions of work only:

.....
Employer's Representative

.....
Supervising Engineer

.....
Contractor's
Representative

TAKING - OVER CERTIFICATE (In case of partial take-over precede title by "PARTIAL")

Project No: 21.2228.1-006.00
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422519 dated:
 incl. Supplement dated dated:
Contractor: Zagolar SRL

This is to certify that the Works of the subject contract incl. its supplement(s) have been completed to the satisfaction of the representatives named below and are being taken over as of

..... 20....

Following a joint inspection of the building(s)/installation(s) by the persons named below it has been ascertained that they have been carried out according to the Contract. Faults and defects and / or outstanding works have / have not been determined as listed on the attached sheet.

The following persons participated in the joint inspection as representative for

the Employer
 the Engineer
 the Contractor

(insert names in printed letters)

The faults and defects found and listed shall be eliminated and the outstanding Works/missing items (if any) shall be completed/installed without delay, definitely not later than

..... 20....

All rights on the part of the Employer concerning liability and maintenance shall remain unaffected. The Employer reserves the right to avail himself of the contract penalty clause insofar as this has been agreed.

The execution of the Works has been completed as of
 With the building(s)/installation(s) completed and taken-over at the date stated above the **Defects Liability Period** commences at that same date and ends at

This Certificate shall be drawn up in three identical copies with one copy each for the three representatives signing below

.....
 Employer's Representative

.....
 Supervising Engineer

.....
 Contractor's
 Representative

ENCLOSURE TO TAKING-OVER CERTIFICATE

Project No: 21.2228.1-006.00

Project Title: Strong Businesses and Communities for Moldova

Contract No. : 83422519 dated:

incl. Supplement dated dated :

Contractor: Zagolar SRL

LIST OF DEFECTS AND/OR OUTSTANDING WORKS

1. The following faults and defects have been found and established during the joint inspection at the date of taking-over stated on the front page:

2. The following outstanding Works / missing items have been found and established during the joint inspection at the date of taking-over as above:

3. This **Partial Taking-Over Certificate** does not apply to the whole of the Contract stated above, but to the following parts/portions of work only:

.....
Employer's Representative

.....
Supervising Engineer

.....
Contractor's Representative

TAKING - OVER CERTIFICATE
(In case of partial take-over precede title by "PARTIAL")

Project No: 21.2228.1 006

Project Title: Strong Businesses and Communities for Moldova

Contract No. : 83422519 dated: 21.11.2022

Contractor: Zagorlar SRL

This is to certify that the Works of the subject contract incl. its supplement(s) have been completed to the satisfaction of the representatives named below and are being taken over as of

03.05.2023

Following a joint inspection of the building(s)/installation(s) by the persons named below it has been ascertained that they have been carried out according to the Contract. Faults and defects and / or outstanding works have / have not been determined as listed on the attached sheet.

The following persons participated in the joint inspection as representative for

the Employer	Adrian Stranzenbach (GIZ – G230)
the Engineer	Mihail Zumbrean (Site Supervisor)
the Contractor	Natalia Protiuc (Contractor)
	<i>(insert names in printed letters)</i>

The faults and defects found and listed shall be eliminated and the outstanding Works/missing items (if any) shall be completed/installed without delay, definitely not later than

03.06.2023

All rights on the part of the Employer concerning liability and maintenance shall remain unaffected. The Employer reserves the right to avail himself of the contract penalty clause insofar as this has been agreed.

The execution of the Works has been completed as of **13.04.2023**
With the building(s)/installation(s) completed and taken-over at the date stated above the **Defects Liability Period** commences at that same date and ends at **13.04.2024**

This Certificate shall be drawn up in three identical copies with one copy each for the three representatives signing below

A. Stranzenbach
Employer's Representative

Mihail Zumbrean
Supervising Engineer

Natalia Protiuc
Contractor's Representative

Encl.: List of defects and/or outstanding works

ENCLOSURE TO TAKING OVER CERTIFICATE

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422519 dated: 21.11.2022
Contractor: Zagorlar SRL

LIST OF DEFECTS AND/OR OUTSTANDING WORKS

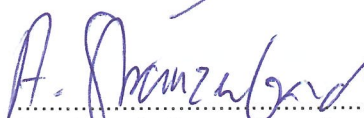
1. The following faults and defects have been found and established during the joint inspection at the date of taking-over stated on the front page:

No defects

2. The following outstanding Works / missing items have been found and established during the joint inspection at the date of taking-over as above:

No defects

3. This **Partial Taking-Over Certificate** does not apply to the whole of the Contract stated above, but to the following parts/portions of work only:


Employer's Representative




Supervising Engineer




Contractor's Representative

Handing-Over Certificate

This is to certify that the following works for the project named below have been completed to the full satisfaction of the representatives listed in the Minutes of the Handing-Over and are being handed over to and accepted by the authorized representative of the counterpart authority in the recipient country as of 03.05.2023.

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Works: Small Scale Renovation in Comrat – Lot 1

Remaining defects and outstanding works affecting the warranty of the contractor(s) ~~have~~/have not been determined as stated in the **Minutes of Handing-Over** enclosed.

Upon this handing-over of the works all rights and obligations concerning the works are transferred to the counterpart authority in the recipient country.

The Project Agreement between the Government of the Federal Republic of Germany and the Government of Moldova, dated 21.12.2021, shall remain unaffected and the works shall be at the unlimited disposition of the experts delegated by the GIZ to the promoted project for the implementation and completion of their duties and tasks.

Comrat
Place

03.05.2023
Date

Handed over by

Accepted by

Adrian Stranzenbach (GIZ - G230)

Serghei Anastasov (Major of Comrat)

**Signature and full first and last name,
Function, OU of the authorized representative
of the GIZ**

**Signature and full first and last name
in printed letters of the authorized
representative of the counterpart authority**

Encl.: Minutes of the Handing-Over

ENCLOSURE TO CERTIFICATE OF HANDING-OVER

MINUTES OF THE HANDING-OVER

The handing-over of the

Works: Small Scale Renovation in Comrat – Lot 1
 Project No: 21.2228.1-006
 Project Title: Strong Businesses and Communities for Moldova

as of 03.05.2023 has been accomplished by the following team of representatives present and authorized to sign for the :

	<i>name in printed letters</i>	<i>initial :</i>
GIZ	Adrian Stranzenbach	AS
Counterpart Authority	Serghei Anastasov	SA
Usufructuary / User		

Following a joint inspection of the works it has been ascertained that they have been completed as approved and are ready for use. Defects, deficiencies and outstanding works, all covered by contractors liability, were established as follows :

- 1. Faults and Defects at**
 - 1.1 Building / Installation
 - 1.2. Exterior Facilities (if applicable)
- 2. Outstanding Works / Missing Items**
 - 2.1 Building / Installation
 - 2.2 Exterior Facilities (if applicable)
- 3. Remarks:**

With this certificate the following documents are handed-over to the authorized representative of the counterpart authority :

- one (1) set of as-built drawings,
- one(1) copy of the Taking-Over Certificate as of 03.05.2023,
- one (1) copy of the Acceptance Certificate of the electrical installations and equipment, incl. the record of inspection, for electrical/mechanical equipment (if applicable)

For the GIZ
 Adrian Stranzenbach (GIZ – G230)

For the counterpart authority
 Serghei Anastasov (Major of Comrat)

A se prezenta la cerere

Scrisoare de recomandare

Prin prezenta avem plăcerea să vă informăm cu privire la colaborarea dintre Agenția de Cooperare Internațională a Germaniei (GIZ) și compania SRL Zagorlar.

Pe parcursul anului 2022-2023 proiectul GIZ "Întreprinderi și comunități puternice pentru Moldova" a realizat un șir de măsuri destinate consolidării capacităților comunităților gazdă în vederea integrării refugiaților ucraineni. Astfel, ca urmare a licitației publice petrecute, compania SRL Zagorlar a fost contractată cu scopul executării lucrărilor de reconstrucție și renovare în cadrul instituțiilor publice din mun. Comrat (grădinița nr. 4, grădinița nr. 5, grădinița nr. 8, LT Dumitru Caraciobanu, LT Nicolae Tretiakov, Primăria Comrat). Valoarea totală a livrărilor contractate a constituit 2,827,369.74 MDL. În cadrul contractului încheiat s-au realizat lucrări de îmbunătățire a condițiilor procesului educațional și lucrativ, și anume:

- Lucrări de reparație a sălilor/cabinetelor, nodurilor sanitare, lucrări electrice, semnalizări de incendiu, lucrări de amenajare a terenurilor cu instalarea echipamentelor de joacă, pavilioanelor pentru copii.
-

Pe parcursul desfășurării lucrărilor nu au fost înregistrate cazuri de accidente la locul de muncă și nici nu au fost depistate non-conformități cu proiectul de execuție și cu normele în vigoare.

Echipa companiei SRL Zagorlar s-a remarcat prin profesionalism la toate etapele. A executat lucrările cu grijă și atenție la detaliu, pentru a asigura siguranța la exploatarea obiectelor.

Reieșind din cele expuse, recomandăm compania SRL Zagorlar pentru proiectele de renovări și reconstrucție. Vă dorim să aveți parte de o colaborare satisfăcătoare.

Cu respect,

Tatiana Dumbrava
Responsabil Administrativ
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394

Chairperson of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven