

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No 6 of October 28, 2022

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Between

IP "TECHNICAL UNIVERSITY OF MOLDOVA" (TUM)

Official registration number: 1007600001506

168, Stefan cel Mare Avenue

Chisinau Municipality, MD 2004,

Republic of Moldova,

represented by Rector – **Viorel Bostan**

(*'The contracting authority'*),

of the one part,

and

SC "RAPID LINK" SRL

Official registration number: 1007600035161

71/7, Gh. Asachi Street

Chisinau Municipality, MD 2028,

Republic of Moldova,

represented by Administrator – **Victor Baci**

(*'The contractor'*)

of the other part,

have agreed as follows:

PROJECT: 1HARD/3.1/75 "JOINT CROSS-BORDER NETWORKING INFRASTRUCTURE OF TECHNICAL UNIVERSITIES OF IASI AND MOLDOVA"

CONTRACT TITLE: EXECUTION OF THE STRUCTURED CABLING (Budget Line 3.2.1.) within the project 1HARD/3.1/75 "JOINT CROSS-BORDER NETWORKING INFRASTRUCTURE OF TECHNICAL UNIVERSITIES OF IASI AND MOLDOVA"

Identification number: 1HARD/3.1/75

Whereas the contracting authority would like the contractor to carry out the following works:

Construction of EXECUTION OF THE STRUCTURED CABLING 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:
- the contract,
 - the special conditions,
 - the general conditions,
 - the technical and/or performance specifications,
 - the design documentation (drawings),
 - the breakdown of lump-sum price,
 - the tender,
 - 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) **4.742.581,49 Lei MD.**

(For the present Contract, the VAT constitutes zero Lei MD according to the Government Decision no. 149 of 09.03.2022 point 293³¹⁴ (8721194917017), by which amendments were made to the Government Decision no. 246 of April 8, 2010 on the application of fiscal and customs facilities related to the implementation of ongoing technical and investment assistance projects, which fall under the scope of international treaties to which the Republic of Moldova is a party.)


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

			Contract -article:
1	Price	Lump sum contract	49
		Prices cannot be revised	48
2	Duration	4 months implementation of works	34
		Provisional acceptance, after completion of works	60
		Defects liability period of 365 days, after provisional acceptance	61
		Final acceptance, after expiry of defects liability period	62
3	Delay	0.1% of the contract price for every day of delay	36
4	Supervisor	Vasile Chetroi	5
5	Bank guarantees	no performance, prefinancing and retention guarantees	15, 46, 47
6	Insurances	For damage to 3 rd parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
7	Payments	lump sum advance for 20% of the original contract price, after conclusion of the contract	46
		Interim payment for 60% of the contract price, after completion of 80% percentage of quantities, cf. 49 SC	49, 50
		Interim payment for 10% of the contract price, after completion of 10%/percentage of quantities, cf. 49 SC	49, 50
		Retention money for 10% of the contract price, after signed final statement of account	47, 49

(6) Other specific conditions applying to the contract

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

For the contractor	For the contracting authority
SC "RAPID LINK" SRL 71/7, Gh. Asachi Street Chisinau Municipality, MD 2028, Republic of Moldova,	IP "TECHNICAL UNIVERSITY OF MOLDOVA" 168, Stefan cel Mare Avenue Chisinau Municipality, MD 2004, Republic of Moldova,
IDNO: 1007600035161	IDNO: 1007600001506
IBAN: MD78MO2224ASV23214197100 (MDL)	IBAN: MD47AG000000022512015331 (LEI) MD36AG000000022513382841 (EUR)
Bank name: BC "OTP BANK" S.A, Chisinau Municipality	Bank name: BC "MAIB" S.A, sucursala "Petru Movila", Chisinau Municipality, 182 Stefan cel Mare Avenue
SWIFT/BIC code: MOBBMD22	SWIFT/BIC code: AGRNMD2X723
Name: Victor Baciu	Name: Viorel Bostan
Title: Administrator	Title: Rector
Signature:  Circular stamp of SC "RAPID LINK" SRL, IDNO 1007600035161, Chisinau Municipality, Republic of Moldova.	Signature:  Circular stamp of IP "TECHNICAL UNIVERSITY OF MOLDOVA", IDNO 1007600001506, Chisinau Municipality, Republic of Moldova.
Date: 28.10.2022	Date: 28.10.2022