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

FOR EUROPEAN UNION EXTERNAL ACTIONS

NO GLM 03/18

FINANCED FROM THE EU GRANT PROJECT

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

CONTENT:

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



Contract GLM03/18/Cantemir, of 23rd May, 2018.

Minutes of the Contract Negotiations Contract GLM03/18/Cantemir

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

List of participants:

Mr. Alexandre Darras, Project Manager, EU Delegation to RM

Mr. Emil Oprea authorized representative by SC Instel Prim SRL

Mr. Seremet Igor, lawer, SC Instel Prim SRL

Mr. Octavian Sanca, Electromagnetica SA

Mr. Bogdan Hangu, Electromagnetica SA

Ms. Irina Plis, GLM Project Manager represented by AEER

Ms. Tatiana Talmatchi, GLM Project Financial Manager represented by AEER

Mr. Alexandr Matrohin, GLM Project Technical Expert represented by AEER

Mr. Piotr Comarov, Technical Expert, Energy Efficiency Fund

Mr. Roman Ciubaciuc, Mayor of Cantemir

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

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

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

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

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

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

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

a) All data regarding power consumption (see p.3 Scanning frequency data from the electronic electricity meter of the Technical Specifications) shall be collected by local certified electronic electricity meters for commercial metering and transferred to

centralized monitoring point located in the office indicated by the Beneficiary. Please see the copy of your offer, p. 21 (attached).

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

Page 1 of 3

Contract GLM03/18/Cantemir, of 23rd May, 2018

- c) All data shall be Reading data via Internet, download, possibility of data archiving and stored in local server and also can be duplicated in cloud server as well.
- d) Local manual setting (HMI) shall be ensured. Contractor shall supply one portable electronic device with necessary application to ensure access and operation of local data concentrator and its settings.
- 2.4 Features of the operational and control systems:
 - a) Real-time monitoring of Power Supply and Current status;
 - b) Store and forward when communication is down (no IP connection);
 - c) Historical data for equipment performance evaluation (e.g. types of failure, frequency of failure and downtime);
 - d) Visual alarm verification;
 - e) Data for management, planning and evaluation;
 - f) Shall provide for future expansion to allow remote access to the system via wireless LAN or other available types of wireless communication compatible with another systems;
 - g) Shall be easily expandable in the future to cover more remote stations.
- 3. The Contractor confirms that the price of its offer includes all necessary works, materials, equipment, sim cards etc., to perform all the works under the contract fully and in accordance with the requirements and engineering practices;
- 4. The Contracting Authority will appoint the person responsible for technical supervision within 15 calendar days after signing this contract;
- 5. The effective date of this Contract is 15 calendar days from signing this contract. The term for implementation of works for Cantemir is 14 working days from the effective date.
- 6. Within 10 days after the signing of the contract, the Contractor shall provide a detailed weekly plan for the performance of works under this contract;
- 7. Payments for work under the contract (interim payment) will be made after the completion of all works according to the Article 5 of the Contract;
- 8. The Contracting Authority reserves the right to test supplied luminaries for compliance of their characteristics with the ones declared and required in the Contract in an accredited laboratory; the luminaries for testing will be selected by the Contracting Authority. In case of positive results (if the compliance of the luminaries is confirmed by the tests) the costs associated with testing will be borne by the Contracting Authority. In the event that the test results do not correspond to the declared parameters, the payment for the luminaries will not be made until they are completely replaced with ones that correspond to the requirements of the contract. In this case, all costs for laboratory tests and analysis shall be covered by the Contractor; (Article 30 of GC Verification operations).
- 9. The advance payment will be made by the Customer in accordance with paragraph 46.3. General Conditions of the Contract.
- 10. Payment for work under the contract (interim payment) will be carried out in accordance with

paragraph 49 of the Special Conditions of the Contract. The supplies shall be at the risk of the Contractor until their final acceptance (Art.29 of GC).

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

Page 2 of 3

Contract GLM03/18/Cantemir, of 23rd May, 2018

- 12. The Contractor gives a warrantee of 5 years for all equipment supplied (at least for the following: luminaires, cables, brackets, elements of the control operation and monitoring system).
- 13. The Contractor gives a warrantee of 5 years for all works supplied.
- 14. The Contractor provides training to personnel on the use, operation, management and monitoring of the system. At the end of the training, the trainees will have to pass a test conducted by the Contractor.
- 15. The contractor shall transport all dismantled equipment to the place indicated by the Contracted Authority and pass to the Contracting Authority based on the Commissioning Act.

For the Contractor	For the Contracting Authority	Contracting Authority's representative
Nicolae OPREA	Roman CIUBACIUC	Irina PLIS
Name:	Name:	Name:
Director of SC "SC Instel-Prim SRL	Mayor of Cantemir	President of AEER
Title:	2 cue	Tille
Signature and stamp:	Signaiure and Signai	Signature and stamp:
28 May, 2018	28 May, 2018	28 May, 2018
Date:	Date:	Date:

The minutes are signed by:



VOLUME 2

SECTION 1 CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

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

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

Between

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

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

and

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

("the Contracting Authority")

of the one part,

and

SC Instel-Prim SRL LLC MD0092998 Str.Nucarilor, Bardar, Ialoveni 6801 VAT number: MD6701147¹

('the Contractor')

of the other part,

have agreed as follows:

¹ Except where the contracting party is not VAT registered.

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8 causer Page 1 of 4 MMA

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

Identification number: GLM03/18/Cantemir

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

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

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

It is hereby agreed as follows:

- (1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

peles un

(a) the Contract,

ds4n_CANTEMIR_contract_simpl_en_ok

- (b) the Special Conditions,
- (c) the General Conditions,
- (d) the Technical and /or Performance Specifications,
- (e) the Design Documentation (drawings),
- (f) the breakdown of lump-sum price,
- (g) the tender,

(h) any other documents forming part of the Contract.

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

- (3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.
- (4) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
 - Contract price (excluding VAT/other taxes): 43 936, 78 EURO
 - Contract price: forty three thousands nine hundred thirty six EURO, 78 cents

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

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

			Contract- article:
1	Price	Lump sum contract	49
		Prices can not be revised	48
2	Duration	14 days for implementation of works	34
		Provisional acceptance, after completion of works	60
		Defects liability period is until 27 September, 2018 after provisional acceptance of works	61
		Final acceptance, after expiry of defects liability period	62
3	Delay	0.1% of the contract price for every day of delay	36
4	Supervisor		5
5	Sub- contracting	Allowed up to 50% of the contract price, with the main Contractor maintaining full responsibility	7
6	Bank guarantees	Performance guarantee 10% of the total contract price (see art. 11 of the General Conditions of the Contract).	15, 46, 47
7	Insurances	For damage to 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
8	Payments	Cantemir: lump sum advance for 10% of the original contract price, after conclusion of the contract (upon request).	46, 49, 50

80% payment of the contract price, after completion of all works and Operational Acceptance issued and approvals received from the accredited laboratories.

10% final payment of the contract price after remedying of any defects therein, September 27, 2018.

ds4n_CANTEMIR_contract_simpl_en_ok

2 CIUS UN Page 3 of 4

(6) Other specific conditions applying to the Contract

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

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

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

For the Contractor	For the Contracting Authority	Contracting Authority's representative
Nicolae OPREA	Roman Ciubaciuc	Irina PLIS
Name:	Name:	Name:
Director of SC Instel-Prim SRL	Mayor of Cantemir	President of AEER
Title:		ALIANTA G. PEATRU BRICIEN C. M. STUDIO N. STUDIO N. STUDIO N. STUDIO N. STUDIO N. STUDIO N. STUDIO ST
Signature and stamp:	Signature and stamp:	Signature and stamp:
28 May, 2018 Date:	28 May, 2018 Date:	28 May, 2018

2 2 2 0000 Mar VUPage 4 of 4 ds4n_CANTEMIR_contract_simpl_en_ok /

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

FOR EUROPEAN UNION EXTERNAL ACTIONS

NO GLM 03/18

FINANCED FROM THE EU GRANT PROJECT

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

CONTENT:

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



Contract GLM03/18/Ocnita, of 23rd May, 2018.

Minutes of the Contract Negotiations Contract GLM03/18/Ocnita

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

List of participants:

Mr. Alexandre Darras, EU Delegation to RM

Mr. Emil Oprea authorized representative by SC Instel Prim SRL

Mr. Seremet Igor, lawer, SC Instel Prim SRL

Mr. Octavian Sanca, Electromagnetica SA

Mr. Bogdan Hangu, Electromagnetica SA

Ms. Irina Plis, GLM Project Manager represented by AEER

Ms. Tatiana Talmatchi, GLM Financial Manager, represented by AEER

Mr. Alexandr Matrohin, GLM Project Technical Expert represented by AEER

Mr. Piotr Comarov, Technical Expert, Energy Efficiency Fund

Mr. Ion Ciumac, Mayor of Ocnita

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

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

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

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

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

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

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

a) All data regarding power consumption (see p.3 Scanning frequency data from the electronic electricity meter of the Technical Specifications) shall be collected by local certified electronic electricity meters for commercial metering and transferred to

centralized monitoring point located in the office indicated by the Beneficiary. Please see the copy of your offer, p. 21 (attached).

Page 1 of 3 I. Circuito Math

Contract GLM03/18/Ocnita, of 23rd May, 2018

- b) A backup power device shall be installed in the local cabinet shall be (required 48 h of operation without external power) to ensure at least the possibility to do monitoring of voltage presence of power supply and door open/close state in case of no power.
- c) All data shall have the possibility to be red via Internet, downloaded archived and stored in local server.
- d) Local manual setting (HMI) shall be ensured. Contractor shall supply one portable electronic device with necessary application to ensure access and operation of local data concentrator and its settings.
- 2.4 Features of the operational and control systems:
 - a) Real-time monitoring of Power Supply and Current status;
 - b) Store and forward when communication is down (no IP connection);
 - c) Historical data for equipment performance evaluation (e.g. types of failure, frequency of failure and downtime);
 - d) Visual alarm verification;
 - e) Data for management and evaluation;
 - f) Shall provide for future expansion to allow remote access to the system via wireless LAN or other available types of wireless communication compatible with another systems;
 - g) Shall be easily expandable in the future to cover more remote stations.
- 3. The Contractor confirms that the price of its offer includes all necessary works, materials, equipment, sim cards etc., to perform all the works under the contract fully and in accordance with the requirements and engineering practices;
- 4. The Contracting Authority will appoint the person responsible for technical supervision within 15 calendar days after signing this contract;
- 5. The effective date of this Contract is 15 calendar days from signing this contract. The term for implementation of works for Ocnita is 25 working days from the effective date.
- 6. Within 10 days after the signing of the contract, the Contractor shall provide a detailed weekly plan for the performance of works under this contract;
- 7. Payments for work under the contract (interim payment) will be made after the completion of all works according to the Article 5 of the Contract;
- 8. The Contracting Authority reserves the right to test supplied luminaries for compliance of their characteristics with the ones declared and required in the Contract in an accredited laboratory; the luminaries for testing will be selected by the Contracting Authority. In case of positive results (if the compliance of the luminaries is confirmed by the tests) the costs associated with testing will be borne by the Contracting Authority. In the event that the test results do not correspond to the declared parameters, the payment for the luminaries will not be made until they are completely replaced with ones that correspond to the requirements of the contract. In this case, all costs for laboratory tests and analysis shall be covered by the Contractor; (Article 30 of GC Verification operations).
- 9. The advance payment will be made by the Customer in accordance with paragraph 46.3.

General Conditions of the Contract.

Page 2 of 3 Minune Mart

	Cor		
	-	e contract (interim payment) will Conditions of the Contract. The cceptance (Art.29 of GC).	
	11. The Contractor is responsibute the contract, until the comm	ble for all equipment, materials, e	tc. dismantled and installed und
		varrantee of 5 years for all equi les, brackets, elements of the c	
	13. The contractor gives a warr	antee of 5 years for all works sup	plied.
	monitoring of the system.	training to personnel on the u At the end of the training, the	
	-	ort all dismantled equipment to the	
Ú,	15. The contractor shall transpo		
	15. The contractor shall transpo Authority and pass to the Co	ort all dismantled equipment to the	
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	 15. The contractor shall transpo Authority and pass to the Co The minutes are signed by: For the Contractor Nicolae OPREA 	For the Contracting Authority based on the For the Contracting Authority Ion CIUMAC	Commissioning Act. Contracting Authority's representative Irina PLIS
	15. The contractor shall transpo Authority and pass to the Co The minutes are signed by: For the Contractor Nicolae OPREA Name: Director of	For the Contracting Authority based on the For the Contracting Authority Ion CIUMAC Name:	Commissioning Act. Contracting Authority's representative Irina PLIS Name:
	15. The contractor shall transpo Authority and pass to the Co The minutes are signed by: For the Contractor Nicolae OPREA Name: Director of: SC Instel-Prim SRL	For the Contracting Authority based on the For the Contracting Authority Ion CIUMAC Name: Mayor of Ocnita	Commissioning Act. Contracting Authority's representative Irina PLIS Name: President of AEER
	15. The contractor shall transpo Authority and pass to the Co The minutes are signed by: For the Contractor Nicolae OPREA Name: Director of SC Instel-Prim SRL	For the Contracting Authority based on the For the Contracting Authority Ion CIUMAC Name: Mayor of Socnita	Commissioning Act. Contracting Authority's representative Irina PLIS Name: President of AEER



VOLUME 2

SECTION 1 CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

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

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

Between

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

(the "Contracting Authority's representative")

and

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

("The Contracting Authority"),

and

SC Instel-Prim SRL LLC MD0092998 Str.Nucarilor, Bardar, Ialoveni 6801 VAT number: MD6701147¹

('the Contractor')

of the one part,

of the other part,

have agreed as follows:



¹ Except where the contracting party is not VAT registered.

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

Identification number GLM03/18/Ocnita

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

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

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

It is hereby agreed as follows:

(1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual

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

(a) the Contract,

Page 2 of 4

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

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

- (3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.
- (4) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
 - Contract price (excluding VAT/other taxes): 111 406,45 EURO
 - Contract price: one hundred eleven thousands four hundred six Euro, 45cents

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

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

uration elay	Lump sum contractPrices can not be revised25 days implementation of worksProvisional acceptance, after completion of worksDefects liability period until 27 September, after provisional acceptanceFinal acceptance, after expiry of defects liability period0.1% of the contract price for every day of delay	49 48 34 60 61 62 36
elay	25 days implementation of works Provisional acceptance, after completion of works Defects liability period until 27 September, after provisional acceptance Final acceptance, after expiry of defects liability period	34 60 61 62
elay	Provisional acceptance, after completion of works Defects liability period until 27 September, after provisional acceptance Final acceptance, after expiry of defects liability period	60 61 62
	Defects liability period until 27 September, after provisional acceptance Final acceptance, after expiry of defects liability period	61 62
	Final acceptance, after expiry of defects liability period	62
	0.1% of the contract price for every day of delay	36
moruigor		
ipervisor		5
ub- ontracting	Allowed up to 50% of the contract price, with the main Contractor maintaining full responsibility	7
ank 1arantees	Performance guarantee 10% of the total contract price (see art. 11 of the General Conditions of the Contract).	15, 46, 47
surances	For damage to 3 rd parties, unlimited for bodily injury	16
	Contractor all risk insurance	16
	Insurance against accidents at work	16
1.50	Insurance for soundness of works	16
ayments	Ocnita: lump sum advance for 10% of the original contract price, after	46, 49, 50
		Contractor all risk insurance Insurance against accidents at work Insurance for soundness of works

80% payment of the contract price, after completion of all works and Operational Acceptance issued and approvals received from the accredited laboratories.

10% final payment of the contract price after remedying of any defects

Manual Page 3 of 4

therein, September 27, 2018.

(6) Other specific conditions applying to the Contract

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

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

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

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



Scrisoarea de acceptare

Data <u>21.09.2018</u>

Către : <u>S.C. "INSTEL-PRIM" S.R.L., or. Ialoveni, s.Bardar</u> Numele și adresa Contractorului

Subiect: *Notificare de atribuire a Contractului nr*. **IFB-W-11502-KFW3** pentru executarea lucrărilor prevăzute de **sub-proiectul nr**. **4206** "Construcția unei porțiuni de iluminare stradală" din or. Sîngerei, r-nul Sîngerei

Prin aceasta sunteți informat că Oferta dumneavoastră din data de 04 septembrie 2018 pentru executarea contractului nr. IFB-W-11502-KFW3, la Prețul contractului de 1 507 143,20 (un milion cinci sute șapte mii una sută patruzeci și trei lei 20 bani) MDL, corectată și modificată în conformitate cu Instrucțiunile pentru Ofertanți, este prin prezenta acceptată.

Sunteți solicitat să furnizați Garanția de bună execuție în termen de 28 de zile, în conformitate cu Condițiile generale ale contractului, folosind în acest, scap Formularul de garanție de bună execuție inclus în Partea 5. Formulare standard ale Garanțiilor.

Semnătura autorizată:

Numele și funcția semnatarului: Gheorghe Brașovschi, primar

Numele Agenției:

Primăria or. Sîngerei, r-nul Sîngerei

Semnătura autorizată:

Numele și funcția semnatarului: Maria Condorachi,, președinte

Numele Agenției:

i: Agenția de Implementare a sub-proiectului din or. Sîngerei, r-nul Sîngerei



DENUMIREA SUB-PROIECTULUI:

AMPLASAREA SUB-PROIECTULUI:

"Construcția unei porțiuni de iluminare stradală"

or. Sîngerei, r-nul Sîngerei

NUMĂRUL DE ÎNREGISTRARE:

IFB-W-11502-KFW3

CONTRACT

Acest Contract, este încheiat în ziua de "______ septembrie? 2018, între:

Primăria or. Sîngerei, r-nul Sîngerei, reprezentată de Gheorghe Brașovschi, primarul și Agenția de Implementare a sub-proiectului (SP) din or. Sîngerei, r-nul Sîngerei, reprezentată de Maria Condorachi,, președinte (în continuare numit "Beneficiar"), pe de o parte, și

Fondul de Investiții Sociale din Moldova, reprezentat de Mircea Eșanu, în calitate de Director Executiv (în continuare numit "FISM"), pe de a doua parte, și

compania S.C. "INSTEL-PRIM" S.R.L., cu adresa: or. Ialoveni, s.Bardar, reprezentată de Nicolae Oprea, director (în continuare numit "Contractor"), pe de altă parte.

Intrucât, Beneficiarul dorește, iar FISM este de acord ca Contractorul să execute Contractul nr. IFB-W-11502-KFW3, "Construcția unei porțiuni de iluminare stradală" din or. Sîngerei, rnul Sîngerei (numite în continuare "Lucrările") și Beneficiarul a acceptat oferta Contractorului în valoare de 1 507 143,20 (un milion cinci sute sapte mii una sută patruzeci și trei lei 20 bani) MDL (Prețul contractului), care conține costuri pentru toate operațiunile legate de executarea lucrărilor, conform Devizului de cheltuieli, inclusiv și costul echipamentului și materialelor în prețuri curente, această sumă urmează a fi utilizată pentru executarea și finalizarea Lucrărilor contractate, precum și pentru remedierea oricăror defecte.

În cele ce urmează Părțile au căzut de acord privind următoarele:

- 1. In acest Contract cuvintele și expresiile vor avea același sens care le este atribuit în Condițiile Generale ale Contractului, la care se va face referință în continuare și care vor forma și vor fi citite ca o parte componentă a Contractului.
- 2. Următoarele documente formează, se citesc și se interpretează ca parte a acestui Contract. Acest Contract prevalează față de toate celelalte documente ale Contractului:
 - i. Contractul,
 - Scrisoarea de acceptare, ii.
 - iii. Oferta Contractorului,
 - Condițiile Speciale ale Contractului, iv.
 - Condițiile Generale ale Contractului, inclusiv Anexa, v.
 - Proiectul și/sau caietul de sarcini, vi.
 - Devizul de cheltuieli, vii.

17h. Bouvere

viii.	Fişa	Planului N	lanagementulu	i de medi	u, și			
ix.		e alt docum Contract.	nent menționat	t în Cond	lițiile Spec	iale ale	Contra	actului ca f
după FISN	cum s ⁄I să	e mențione execute și	plățile pe care ează în continu i să finalizeze lerile acestui Co	are, prin lucrările	aceasta Co și să rer	ontracto nedieze	orul conv e toate	vine cu Bei
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Semnat de:

here

Dl Mircea Eş**ānu**, director executiv, Fondul de Investiții Sociale din Moldova

	Coordonat:	Director, Departament Procurări	Director, Departament EMT	Director, Departament Finante

Investitor: Primăria or. Sîngerei Anexa nr.1 la Regulamentul de recepție a construcțiilor și instalațiilor aferente

REPUBLICA MOLDOVA FISM PROCES-VERBAL DE RECEPȚIE LA TERMINAREA LUCRĂRILOR Nr. 1 din 28 februarie 2019

Privind lucrarea "Construcția unei porțiuni de iluminat stradal" din or. Sîngerei, rnul Sîngerei, în cadrul contractului <u>IFB-W-11502-KFW3</u> din 21 SEPTEMBRIE <u>2018</u> încheiat între **Primărie și Agenția de Implementare a SP din or. Sîngerei, r-nul Sîngerei și** Societațea Comercială "INSTEL-PRIM" S.R.L. pentru efectuarea lucrărilor de construcție.

1. Lucrarile au fost executate în baza autorizației nr. ____ *din* ______eliberată de Primaria *or. Sîngerei, r-nul Sîngerei*, având valabilitatea 12 luni.

2. Comisia de recepție și-a desfășurat activitatea în intervalul 28 februarie 2019, fiind formată din:

Președintele comisiei: BRASOVSCHI GHEORGHE

Membrii comisiei : Condorachi Maria presedintele agentiei de Implementare Popescu Oleg, specialist in constructii.

Herta Nicolae, instector local Vasile Magnet – reprezentantul FISM Ion Damian, consultant FISM Andriuta Eleonora, contabil-sef

3. Au mai participat la recepție:

Reprezentantul firmei S. C. "INSTEL-PRIM" S.R.L.

- Emil Oprea director S. C. "INSTEL-PRIM" S.R.L.

- Nicolae Oprea Diriginte de şantier

4. Constatările comisiei de recepție:

- documentația scrisă și desenată, care trebuia prezentată este completa

- lucrările au fost executate în totalmente;

- abateri de la project sunt descrise în tabelul "REGISTRUL abaterilor de la project" Anexa nr. 2 la prezentul Proces verbal.

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

Admiterea recepției lucrărilor

6. Comisia de recepție motivează propunerea făcută prin:

- sunt îndeplinite condițiile tehnice din proiect și din Caietul de sarcini pe baza cărora sau executat lucrările;

- examinarea vizuală a lucrărilor executate;

- comportarea liniei electrice și a corpurilor de iluminat sub tensiune, în perioada de încercare, timp de 24 de ore.

7. Comisia de recepție recomandă următoarele:

Primaria or. Sîngerei va asigura completarea capitolul D din Cartea Tehnică a obiectului cu privire la exploatarea, întreținerea, repararea și urmărirea comportamentului în timp.

Se vor executa lucrările de exploatare, reparație, reconstrucție a rețelei electrice de iluminat stradal și va exploata linia electrică de iluminat la parametrii corespunzători stabiliți de proiect.

În perioada de garanție, executantul lucrărilor S. C. "INSTEL-PRIM" S.R.L., va remedia pe propria cheltuială a defectelor calitative și a obiecțiilor apărute din vina personalului lui.

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral <u>nu este</u>, adresa poștală or. Sîngerei, destinația iluminarea stradală din localitate, compus din următoarele:

- Conductor torsadat SIP5 2x35 - lungimea totală - 5890 m;

- Corpuri de iluminat 148 buc;
- Prize de pământ
 Stâlp de b/a SV-9,5
 16 buc.
- Stâlp din țeavă metalică 9 buc.

8. Prezentul proces-verbal, conținînd 5 file și 1 anexe numerotate, cu un total de___file, a fost 2019 în exemplare. încheiat astăzi « »

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9. Concluzia ISC nu este necesară.

Comisia de receptie:

Președintele comisiei:

Membrii comisiei:

Vasile Magnet Nicolae Herta

Reprezentanții executorului:

Emil Oprea - Director

Diriginte de santier

9. Lucrarea "Construcția unei porțiuni de iluminat stradal" din or. Sîngerei, r-l Sîngerei este:

TRANSMISĂ: //	PR	IMITA:
EXECUTANTUL: //		ESTITORUL:
S. C. "INSTEL-PRIM"\S	R.E. to Perma	<u>ria or. Sîngerei, r-l Sîngerei</u>
Director (semnătura)	^{/5} Primar	(semnătura)
" <u>\$\$</u> " <u>\$</u> 2019 L.Ş.	Pres	edinte AI

REPUBLICA MOLDOVA RAIONUL SÎNGEREI PRIMĂRIA ORAȘULUI SÎNGEREI

MD-6201, or.Sîngerei str.Independenţei, 124 tel.(262) 2-17-77, fax 2-24-80 e-mail: primaria.singerei@mail.ru



РЕСПУБЛИКА МОЛДОВА СЫНДЖЕРЕЙСКИЙ РАЙОН ПРИМЭРИЯ ГОРОДА СЫНДЖЕРЕЙ

МД-6201.гор.Сынджерей ул. Индепенденцей.124 тел.(262) 2-17-77, факс 2-24-80

Scrisoare de recomandare

Primăria or.Sîngerei, r-nul Sîngerei a colaborat cu SC "Instel-Prim" SRL la lucrări "Construcția unei porțiuni de iluminat stradal în or.Sîngerei, r-nul Sîngerei".

Încă de la începutul colaborării noastre, noi am fost pe deplin satisfăcuți de calitatea serviciilor prestate, de respectul personalului față de client și de respectarea termenilor contractuali, care s-au situat la cele mai înalte cote.

Primăria or.Sîngerei recomandă tuturor instituțiilor să colaboreze cu întreprinderea SC "Instel- Prim" SRL și anume pentru efectuarea calitativă a serviciilor și responsabilitatea acordată, modul operativ si promt de onorare a comenzilor ne-a determinat să alegem SC "Instel Prim" S.R.L. ca partener în favoarea altor societăți.

Primarul orașului Sîngerri

Gheorghe Braşovschi

breeser