

## CONTRACT

No. 281601/2023-ČRA

BETWEEN

CONTRACT OWNER:	<b>CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY</b>
Represented by:	Mr. Michal Minčev - director
Residence:	Nerudova 3, 118 50 Prague 1
Contract owner's contact person:	Mr. Michal Gelbič
Phone:	+420 251 108 109
E-mail:	gelbic@czechaid.cz
Identification number:	75123924
Bank connection:	Czech National Bank, Na Příkopě 28, Prague 1
Account Number:	0000 – 72929011/0710

(hereafter „CzechAid“ or “Contract Owner”)

and

SUPPLIER:	<b>BONCOM LTD</b>
Represented by:	General director – Valeriu Conea
Residence:	Chisinau, Republic of Moldova, N. Dimo 4/1 Street, of 7
Supplier's contact person:	Valeriu Conea
Phone:	+ 37 69 12 76 79
E-mail:	valeriu@boncom.md
Registration number:	MD0073806
Tax identification number:	1003600118095

Supplier's registration documents form Annex no. 7 to this Contract.

(hereafter „Supplier“)

### FOR WORK DONE

#### 1. SUBJECT OF THE CONTRACT

1.1. The Supplier hereby undertakes to perform reconstruction of the main wastewater pumping station in Hincești as described in technical specification (hereafter „work“).

1.2. The work is further specified in Annex no. 1 – Bill of Quantity, Annex No. 2 – Technical specification and Annex no. 3 – Project Documentation.

1.3. The Supplier undertakes to perform the work duly and in time. The Supplier undertakes to perform the work on its own risk and costs. The CzechAid undertakes to take over the work and pay the price for work according to this Contract.

1.4. The performance of the work is finished after the work has been taken over by the CzechAid or person authorized by the CzechAid and the recipient of the project. Taking over of the work shall be confirmed in writing in a handover protocol.

1.5. The contracting parties have expressly agreed, that the performance of the work must be finished no later than 31 October 2023.

## 2. TERMS OF PAYMENT

2.1. The CzechAid shall reimburse the Supplier for performance of the work in the amount of **269 076, 497 EUR (in words: two hundred sixty-nine thousand seventy-six euros forty-nine cents) including VAT** (hereafter „price“). The price is final. Any additional or cancelled work must be approved by the CzechAid in a written form before the commissioned work starts. The work will be exempt of duties, taxes as well as of other mandatory payments payable in the Republic of Moldova, in line with the Agreement between the Government of the Czech Republic and the Government of the Republic of Moldova on Development Cooperation (Annex no. 4).

The price will be paid in one instalment.

The payment will only be done in EUR.  
Figures in the Supplier's invoice will be in EUR.

The request for the payment shall be admissible only if accompanied by the relevant invoice issued by the Supplier and handover protocol after finishing of the work and in accordance with this Contract.

The CzechAid will reimburse the invoice within the maturity specified in Article 2.3. of this Contract.

2.2. Price for performance of the work is equal to the sum of the item prices in the Bill of Quantity (see the Annex no. 1 to this Contract). In case there will be any additional or canceled works, item price for such works, which shall be implemented in higher or lower quantity, will be specified based on the item prices, stated in the Bill of Quantity. Item price for additional works, which are not specified among the item prices in the Bill of Quantity, will be specified as an open market value related to the place and time – by an agreement of the CzechAid and Supplier. For conversion of prices from MDL to EUR, the fixed exchange rate specified in the Annex no. 1 to this Contract will be used.

2.3. The CzechAid shall reimburse invoice to the Supplier within 21 days of the date on which the request for payment was approved by the CzechAid. The approval will be subject to positive statement from independent technical supervisor about the finished activities. In case of misconduct findings, the invoice will be reimbursed after implementation of corrective measures recommended by the technical supervisor and subsequent control. Corrective measures will be implemented at the expense of the Supplier.