

Contract Agreement No. 47899/W/02/2 Lot 3

THIS CONTRACT AGREEMENT is made on the 16 day of March, 2021.

BETWEEN

- (1) The Municipality of Chisinau, having its principal place of business at 83 Stefan cel Mare blvd., Chisinau MD-2012, Republic of Moldova hereinafter called "the Employer"), and
- (2) The Joint Venture of
 - (i) Techno Test SRL, a corporation Incorporated under the laws of Republic of Moldova under reg. No. 1003600030906 and having its principal place of business at 66 M. Eminescu str., Chisinau MD-2012, Republic of Moldova (Lead Partner),
 - (ii) Foremcons SRL, a corporation Incorporated under the laws of Republic of Moldova, having its principal place of business at Padurii str. 8, office 308 Chisinau, Moldova, MD-2002 (Partner)

all together hereinafter called "the Contractor".

WHEREAS the Employer invited tenders for the execution of the Works, described as Energy Efficiency Rehabilitation of 17 Public Buildings, Re-tender (Lot 1: 3 Hospitals; Lot 2: 6 Lyceums and Lot 3: 8 Lyceums)) and has accepted a Tender by the Contractor for the execution and completion of these Works for the Lot 3 and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price 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.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Tender
 - (c) the Particular Conditions
 - (d) the General Conditions
 - (e) the Specification
 - (f) the completed Schedules and any other documents forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Payment of the amounts due to the Contractor under the Contract may only be made to the following bank account(s):

Payee's Account Name: Techno Test S.R.L

Payee's Account No. (IBAN): MD49PR00222418433S001978

Payee's Bank Name: BC ProCreditBank SA

Payee's Bank Address: bd. Stefan cel Mare si Sfânt, 65, Chisinau, Republic of Moldova

SWIFT CODE: PRCBMD22.

Payee's Bank's Correspondent details:



Correspondent Bank Name: ProCredit Bank AG

Address: Frankfurt am Main, Germany

SWIFT CODE: PRCBDEFF

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price 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.

Agreement to be executed in accordance with the laws of the Republic of Moldova on the day, month and year indicated above.

Signed by: Ion CEBAN

Name and Title of Signatory: Mayor-General

For and on behalf of the Employer



Date:

16/03/2024

Signed by: Gheorghe BURDILA

Name and Title of Signatory: Director Techno Test SRL

For and on behalf of the Contractor

Signed by: Dumitru Acsentii

Name and Title of Signatory: Director Foremcons SRL

Date:

