# AMENDMENT NO. 1

# TO CONTRACT REF. No. 281095/2024-ČRA

## BETWEEN

CONTRACT OWNER:

CZECH REPUBLIC - CZECH DEVELOPMENT AGENCY

Represented by:

Mr. Michal Minčev, Director

Residence:

Nerudova 3, 118 50 Prague 1

Contract owner's contact person: Phone:

Mr. Michal Gelbič +420 251 108 109

E-mail:

+420 251 108 109 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:

BONCOM LTD

Represented by:

Mr. Valeriu Conea, Director

Residence:

Chisinau, Republic of Moldova, N. Dimo 4/1 Street, of7

Supplier's contact person:

Mr. Valeriu Conea

Phone:

+ 37 69 12 76 79

E-mail:

valeriu@boncom.md

Registration number:

MD0073806

Tax identification number:

1003600118095

(hereafter "Supplier")

### 1. INTRODUCTORY PROVISIONS

The Supplier and the CzDA have entered into the contract for work done on the 9<sup>th</sup> of April 2024, contract no. 281095/2024-ČRA (hereafter "Contract"). In the Contract, the Supplier has undertaken to carrying out a measurement campaign to determine the hydraulic and wastewater pollution of the wastewater treatment plant in Briceni (hereafter "WWTP").

Based on the inspection of the project on May 28, 2024, the Czech Development Agency requested an extension of the measurement campaign for another month (July 2024), namely another 4-day measurement at two access points to the WWTP and the western pumping station, ideally on rainy days. In connection with the extension of the measure cap, work must be finished no later than 10 August 2024.

At the same time, this amendment corrects the initial price of the quantity of transport services, by reducing it by EUR 1,440. Therefore, modified Annex No. 2 with a total value of not EUR 21,000, but EUR 19,560 including VAT, is attached.

After taking into account the costs of extending the target campaign for another 4th month (EUR 3,022 with VAT), the total price of this contract is EUR 22,582 with VAT (EUR 18,813.3 without VAT).

#### 2. SUBJECT MATTER OF THE AMENDMENT

- 1. Parties have agreed on changing the provisions 1.5., 2.1. and 2.2. of the Contract.
- 2. Provision 1.5., 2.1. and 2.2. of the Contract changes as follows:
  - 1.5. The contracting parties have expressly agreed, that the performance of **the work** must be finished no later than 10 August 2024.
  - 2.1. The CzechAid shall reimburse the Supplier for performance of the work in the amount of, 22.582 EUR (in words: Twenty-two thousand five hundred and eighty-two euros) including VAT (hereafter "price"). The amount excluding VAT is equal to 18.813 EUR. 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 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 modified Technical offer no 240207/24 (see the Annex no. 2 to this Amendment) and price offer no. 20/24 of 1 July 2024 (see the Annex no. 3 to this Amendment). 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 Technical offer, will be specified as an open market value related to the place and time by an agreement of the CzechAid and Supplier.
- 3. Other parts of the Contract remain unchanged.

#### 3. FINAL PROVISIONS

- 1. This Amendment shall come into force and take effect on the day of its publishing in the contracts register.
- 2. This Amendment is signed in three counterparts in English language. The CzDA receives two counterparts, the Supplier receives one counterpart.



3. This Amendment includes an updated Annex No. 2 - BONCOM - Technical offer no. 240207/24., which in full extent replaces Annex No. 2 - BONCOM - Technical offer no. 240207/24. of the Contract, and new Annex No. 3 - BONCOM - Price offer no. 20/24.

For and on behalf of the CzechAid

Mr. Michal Mincey, Director

For and on behalf of the Supplier

Mr. Valeriu Conea, Director