

EXPERIENȚĂ SIMILARĂ

1. Denumirea proiectului **”Întreprinderi și comunități puternice pentru Moldova” nr. 21.2228.1-006**
 2. Numărul și data contractelor Nr. 83422493/ 83422533/ 83422538 din 02.11.2022,
 3. Denumirea/numele beneficiarului Agencia pentru Colaborare Internațională a Germaniei in Moldova (GIZ)
 4. Adresa beneficiarului 73/1, Ștefan cel Mare si Sfant Blvd., NBC
 5. Țara Moldova
 6. Calitatea în care a participat la îndeplinirea contractului _____
(se notează opțiunea corespunzătoare)
 - antreprenorul sau antreprenorul general (lider de asociație)
 - antreprenor asociat
 - subantreprenor
 7. Valoarea contractului exprimată în moneda exprimată
 în care s-a în echivalent
 încheiat contractul dolari SUA
a) inițială
(la data semnării contractului) 11 145 619,91 _____
b) finală
(la data finalizării contractului) 12 130 926,88 _____
 8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: _____
 9. Perioada de executare a lucrării (luni)
a) contractată 5 luni
b) efectiv realizată 6.5 luni
c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul lucrari adaugate
 - d) 10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor f/Nr. din 03.05.2023, 17.05.2023
 11. Principalele remedieri și completări înscrise în procesul-verbal de recepție _____
 12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacități și categorii de lucrări prevăzute în contracte -lucrari de reparatie capiala a salilor de grupa, nodurilor sanitare, lucrarilor electrice, incalzire si de ventilare, apa si canalizare, semnalizari de incendiu, lucrari de amenajare terenurilor de joaca cu instalarea echipamentelor de joaca, pavilioanelor pentru copii, constrcutia gardurilor.-lucrari de termolizolare a acoperisului cu instalare, fundatiilor si peretilor exteriori cu finisare cu tencuieli decorative si gres, amenajarea intrarilor.
- Data completării: 02.06.2023
Semnat: _____
Nume: Constantin Gherghisan
Funcția în cadrul firmei: director
Denumirea firmei și sigiliu: SRL HIPERTEH

Construction Contract
on Measurement Basis

A2

The

Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
D-65760 Eschborn
Federal Republic of Germany

73/1, Stefan cel Mare si Sfânt bvd.,
NBC – National Business Center, 9th floor,
MD-2001 Chisinau, Republic of Moldova

- hereinafter referred to as the
- "Employer" -

and

Hiperteh SRL
44, Puskin Str., of. 18
Chisinau, Republic of Moldova
T: 069 270 422
E: hiperteh@mail.ru

- hereinafter referred to as the
- "Contractor" -

herewith enter into the following Contract

for the Project: Strong Businesses and Communities for Moldova

Country: Republic of Moldova

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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53113 Bonn, Germany
T +49 228 4460-0
F +49 228 4460-1766

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65760 Eschborn, Germany
T +49 6196 79-0
F +49 6196 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

Chairman of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Tanja Gönner (Chair)
Ingrid-Gabriela Hoven
Thorsten Schäfer-Gümbel

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

83422493_Comrat Lot 2_A2-construction-contract-on-measurement-basis-

en

06.2021

For correspondence (Please quote on all correspondence and invoices)

Contract No. (Cosoft No): 83422493

Project Processing No.: 21.2228.1-006.00

Date: 02.11.2022

83422493_Comrat Lot 2_A2-construction-contract-on-measurement-basis-

en

1. PURPOSE OF THE CONTRACT - SCOPE OF WORKS

- 1.1 The Employer awards and the Contractor takes over the execution of the following construction works:

Construction and renovation works in public institutions of Comrat Lot №2

(hereinafter referred to as the "**Works**")

- 1.2 The Employer engages herewith the Contractor to conduct these Works, for which the Contractor will be paid directly by the Employer. However, the Final end-user / Beneficiary of the results of the executed Works, for which a building permit is to be issued (if applicable), will be the following person/entity

Youth Center Axis

(hereinafter referred to as the "**End-user / Beneficiary**"), the same End-user / Beneficiary is obliged to obtain all necessary building permits needed for the performing of the herewith agreed Works (if applicable).

2. CONTRACT DOCUMENTS

The priority of documents forming the Contract shall be as follows:

- 2.1 This Construction Contract
with Supplementary terms and conditions for constructions works

Annex PAGoda (if applicable)

- 2.2 The Specification of Works / technical specifications

- 2.3 The Drawings enclosed to the Invitation to Tender for Contractors, i.e.

Unpriced BoQ and Drawings Youth Center Axis dated 15.08.2022

and such drawings and details as may be issued by the Employer or his Authorized Representative for the clarification of the Works during execution.

- 2.4 The priced Bill of Quantities (including Daywork Rates), dated 08.09.2022

3. TERMS OF EXECUTION - COMMENCEMENT OF WORKS

- 3.1 The Employer or his Authorized Representative shall give at least 7 working-days notice in writing, prior to the date of handing-over of the site to the Contractor. The Contractor shall commence the Works within 5 working-days of the date of the handing-over of site.

- 3.2 The Contractor agrees to execute and to complete the Works as described in the documents listed under Clause 2 with due care and diligence in accordance with generally accepted construction practices, especially the ones of the country in which the Works are to be carried out.
- 3.3 The Contractor shall submit a work programme not later than 5 working days after the signing of this Contract.
- 3.4 The Contractor shall supply all building materials, equipment, plant and tools necessary for the execution of the Works in due number and time.
- 3.5 The Contractor shall provide all qualified and experienced labour necessary in due number and time and shall supervise their activities with due care and diligence. The Employer or his Authorized Representative shall be entitled to object to and require the Contractor to remove from the Works any person employed by the Contractor who, in the opinion of the Employer or his Authorized Representative, is incompetent, negligent, or guilty of misconduct.
- 3.6 No work shall be covered up or otherwise put out of view without prior approval in writing by the Employer or his Authorized Representative.
- 3.7 The Employer or his Authorized Representative shall be entitled to make any variation of the form, quantity or quality of the Works or any part thereof that may, in his opinion, be necessary or desirable (cf. Clause 4.2). No such variation shall be made without an order in writing by the Employer or his Authorized Representative.
- 3.8 Building materials and Works may be subject to tests at any time at the request of the Employer or his Authorized Representative. These tests shall be carried out as directed by the Employer or his Authorized Representative at the place of manufacture or fabrication or on site or in a testing institute. The Contractor shall provide such assistance, materials, plant, instruments and labour as required for such test. The costs of carrying out such tests shall be borne by the Contractor.
- 3.9 The Contractor shall keep the site free from all unnecessary obstructions at all times and shall remove all materials and plant which are no longer required. Upon completion of the Works he shall leave the site clean and orderly to the satisfaction of the Employer or his Authorized Representative.
- 3.10 The Contractor shall treat the details of this Contract as well as any aspects of its implementation as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose any such information to third parties without the prior consent in writing of the Employer or his Authorized Representative. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.
- 3.11 The Employer or his Authorized Representative has the right for on-the-spot-checks at the site that may be carried out on request by representatives of the financing or co-financing parties (e.g. EU).

4. REMUNERATION - ADDITIONAL WORKS

4.1 The Employer shall pay the Contractor a Contract Price of up to

1,677,748.00 (MDL Currency)

00) (in words one milion six hundred seventy-seven thousand seven hundred fourty-eight,

in accordance with the prices stated in the Bill of Quantities and the Works actually executed and measured. The Contract Price shall be subject to such additions and deductions as may be made under the provisions of this Contract.

4.2 The rates and prices of the Bill of Quantities shall cover all services and works of the Contractor described in the Specifications and the Drawings. Additional works shall be remunerated only if they were ordered in writing by the Employer or his Authorized Representative and shall be valued at the prices set out in the Bill of Quantities.

4.3 If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Employer and the Contractor in advance. In the event of disagreement, the Employer shall fix such rates or prices as shall, in his opinion, be reasonable and proper, taking into account all prevailing circumstances.

4.4 The Contractor shall invoice Value Added Tax (VAT) if and as prescribed by law; the Employer will refund the amount in addition to the remuneration.

Amount of VAT (if applicable):

5. TIME FOR COMPLETION - PENALTY FOR DELAY

5.1 The Contractor shall complete the Works as listed under Clause 1 and 2 within 90 working-days after the handing-over of site and shall request the issue of the Taking-Over Certificate at least 3 weeks prior to the date of completion.

5.2 If the Contractor should fail to achieve the completion of the Works within the period prescribed in Clause 5.1, the Contractor shall pay to the Employer a penalty of one per mille (1/1000) of the Contract Price stated under Clause 4.1 for every working-day of delay up to a limit of 5 % of the Contract Price.

5.3 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other obligation or liability under this Contract, nor to be liable for any and/or further damages towards the Employer beyond the hereinabove set penalty, if such would incur.

6. AUTHORIZED REPRESENTATIVE AND THE ENGINEER / EXPERT SUPERVISION OF THE WORKS

6.1 The site supervision shall be carried out by an authorized firm or person assigned to act on behalf of the Employer and shall exercise the rights of the Employer under this Contract. The Employer herewith appoints as Authorized Representative for the execution of the Works:

Andrian Stranzenbach, Abteilung G200 Krisen- und Konfliktmanagement, Migration,
Bauen
(herein referred to as the "Authorized Representative")

- 6.2 The Employer shall provide expert supervision during construction of the facility, i.e. execution of the Works, for which a building permit is to be issued. Such expert supervision entails: control whether the Works are / construction is carried out in accordance with the building permit, i.e. according to the technical documentation based on which the building permit for the Works has been issued; control and verification of the quality of execution of all types of Works and application of regulations, standards and technical norms, including standards of accessibility; control and certification of the quantities of executed Works; verification whether there are proofs about the quality of the building products, equipment and plants which are installed; providing guidance to the contractor; cooperation with the designer in order to provide details of technological and organizational solutions for the performance of the Works and solving of other matters which arise during execution of Works. The Employer herewith appoints as the person/entity providing such expert supervision:

Zumbreanu Mihail, Site supervisor

(hereinafter referred to as the "**Engineer**", or "**Expert Supervision**")

7. PAYMENTS

- 7.1 All payments shall be made in MDL (*Currency*)
to the following bank and account number of the Contractor:

BC MAIB S.A.
b/code: AGRNMD2X885
IBAN: 225155102107

- 7.2 The parties of this Contract agree to the following payment schedule:

- 7.2.1 Against the presentation of a bank guarantee, which is to be provided at the order and at the expenses of the Contractor, in which the Employer will be the sole Beneficiary thereof, and by a bank accepted by the Employer in compliance with the format for the Advance Payment Guarantee enclosed (see Annex A 6) the Contractor shall receive an advance payment of 15 % of the Contract Price = 251,662.20

The advance payment shall be repaid by deduction of the corresponding percentage from each payment on account, i.e. from each interim payment certificate, as envisaged herein under Clauses 7.2.4, respectively 7.2.5.

- 7.2.2 Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.
- 7.2.3 Each invoice shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.

- 7.2.4 An amount of 5 % of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.
- 7.2.5 After the issue of the Taking-Over Certificate in compliance with the format enclosed (Annex A 9) and presentation of the final bill, i.e. of the final payment certificate, the remuneration due shall be paid reduced by 3 % of the total Contract Price, which shall be released after the defects liability period has expired, provided the results of the Works are free of defects. This amount may be released against the provision of a Defects Liability Guarantee, which is to be provided at the order and at the expenses of the Contractor, and that by a bank accepted by the Employer in compliance with the format enclosed (see Annex A 7).
- 7.2.6 The Retention of 3 % for the defects liability period will not be withheld, if the final contract amount is not exceeding the equivalent of Euro 250.000, --.

8. TAKING-OVER CERTIFICATE - DEFECTS LIABILITY PERIOD

- 8.1 The Employer or his Authorized Representative shall issue the Taking-Over Certificate, always co-signed by the Engineer, in compliance with the format enclosed (see Annex A 9) within 3 weeks of the date of delivery of the Contractor's request for its issue, provided that the whole of the Works have been completed in accordance with the Contract and to the satisfaction of the Employer or his Authorized Representative.
- If the results of the Works have been completed except for minor faults or missing items, the Employer or his Authorized Representative shall include a statement in the Taking-Over Certificate, listing all faults and defects, missing items or outstanding works to be completed, including the date when all rectification and finishing works shall be completed.
- 8.2 The Defects Liability Period shall be twelve (12) months, starting with the date of issue of the Taking-Over Certificate.
- 8.3 Defects, faults or shrinkage due to the use of materials or workmanship not in accordance with the Contract and which arise during the defects liability period shall be made good by the Contractor immediately after notification. For these rectifications a new defects liability period shall start on their day of completion.
- 8.4 If the Contractor should fail to comply with his obligations under this Contract, the Employer shall be entitled to either make a deduction, claim damages or, giving four (4) weeks' notice to the Contractor, employ another contractor to execute the works required for rectification and to deduct all expenses arising thereon or incidental thereto from the moneys retained according to Clause 7.2.4 or 7.2.5, or to recover these from the Contractor.

9. LIABILITY - INSURANCE

- 9.1 The Contractor shall be liable for all damages caused by himself, his agents or persons employed or in any way engaged by him for the execution of the Works.

- 9.2 Engaging any subcontractors by subletting of the Works under this Contract by the Contractor or of any part thereof shall require the express written and prior consent of the Employer. This approval may be revoked at any time in case serious complaints arise. The Contractor shall be liable for all services performed by his subcontractors in the same manner as for his own services.
- 9.3 Without limiting his obligations and responsibilities under this Contract, the Contractor shall insure himself at his own expense against his liability for any material or physical damage, loss or injury which may occur to any person or property arising out of or in consequence of the performance of this Contract.
- 9.4 The insurance sum shall be as customary in the country where the works are to be executed.

10. TERMINATION OF THE CONTRACT

- 10.1 The Employer may terminate this Contract at any time either wholly or in part for individual parts of the Works.
- 10.2 Should the Employer terminate the Contract for a reason for which the Contractor is answerable, the Employer shall be entitled to claim compensation for damages. In this case the Employer shall remunerate only the works already completed, provided the Employer can use them. The Employer may offset the claim for damages against the remuneration. Any other legal rights of the Employer shall remain unaffected.
- 10.3 Should the Employer terminate the Contract for a reason for which the Contractor is not answerable, for example at the Employer's convenience, the Contractor shall be entitled to payment only for such parts of the Works that are by then already completed and to reimbursement of just the unavoidable expenses incurred prior to the date of such termination.

11. ARBITRATION AND GOVERNING LAW

- 11.1 All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules.
- 11.2 The law governing the Contract will be the law of the country in which the Employer has its company's seat, save for such situations, in which the laws of the country - in which the Works are to be carried out - are to be respected, as the same are explicitly envisaged by the relevant clauses of this Contract.
- 11.3 The place of arbitration will be in the city, in which the Employer has its company's seat.
- 11.4 English will be the language of arbitration.

12. COMPLIANCE WITH LEGAL PROVISIONS

When performing the work and services, the contractor must comply with all

applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

13. COPIES AND THE LANGUAGE OF THE CONTRACT

- 13.1 The contract is drawn up in duplicate. The contractor shall receive one copy thereof
- 13.2 Either party may translate - at its own expenses - this Contract into its own language, however if there should be any discrepancies between such translations and the Contract's original English wording, the latter shall prevail.

14. FINAL PROVISION

This Contract shall be modified or supplemented only by written agreement.

Chisinau, date:

Chisinau, date:

The Employer

Hiperteh SRL

Deutsche Gesellschaft für

(seal, if available)

Internationale Zusammenarbeit

(GIZ) GmbH



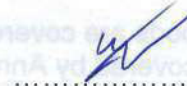
Thomas Foerch

Head of project



Claudia Hermes

Country Director



Constantin Gherghisan

Annexes:

Annex 1. Self-declaration to determine the origin or source of the goods offered

Annex 2. Taking-Over Certificate

Annex 1. Self-declaration to determine the origin or source of the goods offered

1. I am/we are aware that the current EU sanctions against Russia and Belarus prohibit, inter alia, to purchase and/or import certain goods connected to Russia, Belarus, the Crimea/Sevastopol and the areas of the Donetsk and Luhansk oblasts of Ukraine which are

not controlled by the government of Ukraine (together „Sanctioned Territories“), either directly or indirectly, which originate in or are located in or are exported from the Sanctioned Territories.

2.1 Sanctions regarding goods connected to (i) Crimea (incl. Sevastopol) and/or (ii) the areas of the Donetsk and Luhansk oblasts of Ukraine which are not controlled by the government of Ukraine ((i) and (ii) together, „Occupied Territories“)

Therefore, I/we hereby confirm that ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate nor are they located in the Occupied Territories.
- ☐ The goods sold do either originate in and/or are located in the Occupied Territories.

2.2 Sanctions regarding goods connected to Russia

Further, I/we hereby confirm that the ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate in Russia nor are they located in Russia nor are they exported from Russia.
- ☐ The goods sold
 - originate in Russia, are located in Russia or are exported from Russia, respectively;
 - **however**, those goods are not covered by the current EU sanctions against Russia, in particular (but without limitation) they are not covered by any of the Annexes XVII, XXI, XXII and XXV of Council Regulation (EU) No 833/2014.
- ☐ The goods sold
 - do either originate in Russia, are located in Russia and/or are exported from Russia and
 - those goods are covered by the current EU sanctions against Russia (in particular, if they are covered by Annex XVII, XXI, XXII and/or XXV of Council Regulation (EU) No 833/2014).

2.3 Sanctions regarding goods connected to Belarus

Further, I/we hereby confirm that the ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate in Belarus nor are they located in Belarus nor are they exported from Belarus.
- ☐ The goods sold
 - originate in Belarus, are located in Belarus or are exported from Belarus, respectively;
 - **however**, those goods are not covered by the current EU sanctions against Belarus, in particular (but without limitation) they are not covered by any of the Annexes VII, VIII, X, XI, XII and XIII of Council Regulation (EU) No 765/2006.
- ☐ The goods sold
 - do either originate in Belarus, are located in Belarus and/or are exported from Belarus and
 - those goods are covered by the current EU sanctions against Belarus (in particular, if they are covered by Annex VII, VIII, X, XI, XII and/or XIII of Council Regulation (EU) No 765/2006).

Place

Date

Constantin Gherghisan

1. Framework conditions and sustainability

1.1 Environmental and social standards, human rights

When performing the construction works, the Contractor must observe applicable national and international environmental law, minimise greenhouse gas emissions and avoid all activities that could increase the vulnerability of the population and/or ecosystems to the effects of climate change.

The Contractor must also ensure, with due regard for international standards and multilateral agreements (in particular international agreements on human rights), that measures are in place to respect human rights, protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.

The Contractor must implement appropriate measures to prevent sexual harassment at the workplace and must refrain from any incident to violence or harassment and from any objectively unjustified discrimination against individuals or groups of people.

1.2 Labour standards and minimum wages

In performing the contract, the Contractor is obliged to comply with the fundamental principles and rights set out in the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association, the right to collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour and the elimination of discrimination in respect of employment and occupation).

In particular, the Contractor is obliged in the performance of the contract to comply with the regulations enacting the ILO core labour standards (conventions nos. 29, 87, 98, 100, 102, 111, 138 and 182) in the legislation of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with such regulations in the country of assignment which pursue the same goal as the core labour standards.

Supplementary terms and conditions for construction works

Version: June 2021

1. Framework conditions and sustainability

1.1 Environmental and social standards, human rights

When performing the construction works, the Contractor must observe applicable national and international environmental law, minimise greenhouse gas emissions and avoid all activities that could increase the vulnerability of the population and/or ecosystems to the effects of climate change.

The Contractor must also ensure, with due regard for international standards and multilateral agreements (in particular international agreements on human rights), that measures are in place to respect human rights, protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.

The Contractor must implement appropriate measures to prevent sexual harassment at the workplace and must refrain from any incitement to violence or hatred and from any objectively unjustified discrimination against individuals or groups of people.

1.2 Labour standards and minimum wages

In performing the contract, the Contractor is obliged to comply with the fundamental principles and rights at work as stated in the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association, the right to collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour and the elimination of discrimination in respect of employment and occupation).

In particular, the Contractor is obliged in the performance of the contract to comply with the regulations enacting the ILO core labour standards (conventions nos. 29, 87, 98, 100, 105, 111, 138 and 182) in the legislation of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with such regulations in the country of assignment which pursue the same goal as the core labour standards.

1.3 Avoiding unintended adverse impacts when implementing the contract

When performing the construction works, the Contractor must seek to avoid or mitigate any unintended adverse impacts on the environment, the climate, climate change adaptation, human rights, gender equality and fragile contexts involving conflict and violence by implementing attributable mitigation measures. The Contractor also undertakes to fully harness all opportunities to promote gender equality.

1.4 Legal consequences of breach of these obligations

If the Contractor breaches any of the obligations set out in section 1 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor.

2. Integrity

2.1 Conflicts of interest

The Contractor must avoid all conflicts of interests in relation to the contract. Conflicts of interest can arise in particular as a result of commercial interests, political allegiances or national ties, links to family members or friends and other ties or interests. In particular, the Contractor undertakes:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) during the term of the contract with GIZ, not to accept any other contract where a conflict of interest is to be anticipated due to the nature of that contract or due to the Contractor's personal or financial connections with a third party, unless prior consent has been given by GIZ in text form;
- (c) in relation to the contract with GIZ, not to enter into any contracts with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in writing.

The Contractor undertakes to inform GIZ without delay of any circumstances that constitute or could lead to a conflict of interest. It must discuss and agree with GIZ any further steps to be taken. If the parties are unable to reach agreement and GIZ then terminates the contract, responsibility for termination lies with the Contractor.

2.2 Integrity principles

Whether directly or via a third party, the Contractor must not offer or grant any gifts or benefits and must not accept or demand gifts or benefits for itself or others in connection with the award and/or implementation of the contract; this also applies to facilitating payments.

The Contractor must not agree any restraints on competition with one or more other companies.

Any form of corruption is prohibited. The Contractor is obliged to take appropriate and reasonable measures to prevent and combat corruption. In connection with the implementation of the contract, it is also obliged to report confirmed cases and strong suspicions of corruption and/or property offences (e.g. fraud, misappropriation and breach of trust) without delay to GIZ's whistleblower system. The whistleblower system can be accessed through the whistleblower portal at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing), GIZ's Integrity Advisor by email (integrity-mailbox@giz.de) and the external ombudsperson via the website at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing) GIZ external ombudsperson.

2.3 Consequences of breach of the integrity rules

If the Contractor breaches any of the prohibitions or obligations set out in section 2.2 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor. In response to a breach of any of the obligations set out in section 2.2, GIZ is entitled, where appropriate, to exclude the Contractor from future tenders for a limited period.

3. Specific contractual penalties

Following any breach of the obligations set out in sections 1.1 (Environmental and social standards, human rights), 1.2 (Labour standards and minimum wages) and 2 (Integrity), the Contractor is obliged to pay a contractual penalty of EUR 25,000 in respect of each individual breach. If a benefit-in-kind given is greater than EUR 25,000, the Contractor is liable to pay a contractual penalty equal to the amount of the benefit-in-kind. This is without prejudice to any further claims for damages by GIZ. However, the contractual penalty will be deducted from any such claims for damages.

4. Prevention of the financing of terrorism and compliance with embargoes

The Contractor must ensure that the remuneration provided by GIZ is not used to make funds or other economic resources directly or indirectly available to third parties that are included on a sanctions list issued by the United Nations and/or the European Union (EU).

When implementing the contract, the Contractor may enter into and/or maintain business relations only with third parties that are reliable and that are not subject to any statutory ban on entering into a contract or business relations.

Furthermore, when implementing the contract, the Contractor must comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor itself or a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This also applies if the Contractor learns of any occurrence that leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this section 4.

5. Assessment confirming compliance with embargoes and other trade restrictions currently in place

Before entering into any contract, GIZ reserves the right to ascertain the origin of the goods offered. This assessment will be conducted to ensure compliance with embargoes and other trade restrictions in place within the scope of GIZ's due diligence. This is particularly true of the EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine⁴ currently in place (primarily the EU Council Regulations No.: 833/2014 and 765/2006).

By submitting their bid, the bidder undertakes towards GIZ the responsibility that in the event of a probable award, the bidder will provide all necessary support to enable GIZ to ensure compliance with the sanctions regime – this assurance is thus given prior to the award of any contract. This includes in particular the obligation, if so requested by GIZ, to complete a self-declaration to determine the origin of the goods offered and/or to provide GIZ with the required evidence of the origin of such goods. Should the bidder fail to meet these obligations or fail to do so within a reasonable period of time, this can result in their bid being excluded.

A contract can only be awarded on completion of this assessment of the origin of the goods offered. Should this check give grounds for concern or reveal facts that constitute a contractual impediment, GIZ shall inform the bidder without delay. GIZ shall also reserve the right in such cases to award the contract to the next-ranked bidder in the competitive tender procedure.

6. Prevention of the financing of terrorism and compliance with embargoes

The contractor shall not make any funds or other economic resources available, directly or indirectly, to third parties that are included on a sanctions list issued by the United Nations and/or the EU.

When implementing the contract, the contractor may enter into and maintain business relations only with third parties that are reliable and to whom no statutory ban on entering into business applies.

When implementing the contract, the contractor shall also comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

This applies in particular to the latest EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine¹. Accordingly, contractors are contractually required to supply only goods that are not covered by these sanctions. The contractor is also responsible for enabling GIZ to ensure compliance with the sanctions regime by providing the necessary support.

The contractor must notify GIZ without delay and on its own initiative if the contractor, a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This provision also applies if the contractor becomes aware of an event that leads to such a listing.

The contractor shall notify GIZ without delay and on its own initiative of any violation of the provisions set out in this Section 1.11. This does not affect GIZ's rights under Sections 5 and 6 of these Terms and Conditions.

- End of Supplementary terms and conditions-

giz Postfach 5180 • 65726 Eschborn, Germany

A 10

Hiperteh SRL
44, Puskin Str., of. 18
Chisinau, Republic of Moldova
T: 069 270 422
E: hiperteh@mail.ru

Your reference	Telephone	+49 61 96 79-	
Our reference	Fax	+49 61 96 79-	
Email	tenders-giz-moldova@giz.de	Date	28.03.2023

Project No.: 21.2228.1-006.00
Contract No. (Cosoft No.): 83422493
Project title: Strong Businesses and Communities for Moldova
Country: Moldova

2nd. Amendment to the construction contract

Dear Sir/Madam,

We refer to your letter/supplementary offer of 20.03.2023 and hereby amend /modify the above contract as follows:

Article 1 PURPOSE OF THE CONTRACT – SCOPE OF WORKS

The Employer awards the Contractor with additional works/supplies as specified in Annex 1 – Modified Bill of Quantity.

Article 2 CONTRACT DOCUMENTS

The following additional documents will become part of this contract.

- Annex 1 – Modified Bill of Quantity dated 20.03.2023.

Article 3 TERMS OF EXECUTION – COMMENCEMENT OF WORKS

The Contractor shall commence the additional Works immediately after signing of this amendment

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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53113 Bonn, Germany
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F +49 228 4460-1766

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T +49 6196 79-0
F +49 6196 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

Chairperson of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

Article 4 REMUNERATION

In accordance with the additional prices stated in the Bill of Quantity dated 20.03.2023 the Employer shall pay the contractor an additional remuneration of up to

138,421.50 MDL

(in words one hundred thirty eight thousand four hundred twenty one MDL, 50 bani)

The total Contract price will be increased from

up to 1,677,748.00 MDL

by up to 138,421.50 MDL

to a total of up to 1,816,169.50 MDL

Article 5 TIME OF COMPLETION

The Contractor shall complete the additional works until 14.04.2023.

Article 7 PAYMENTS

The schedule of payments shall be modified as follows:

Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.

All other provisions of the above contract - including the previous amendment(s) to the contract - shall remain valid without modification.

This amendment to the contract has been drawn up in duplicate; please return one copy bearing your signature.

Yours sincerely,

Agreed:

Chisinau,

Chisinau,

The Employer

Deutsche Gesellschaft für

Internationale Zusammenarbeit

(GIZ) GmbH

Contractor's name

Hiperteh SRL



Thomas Foerch,

Project Manager, 3900

Full first and last name,
function, OU



Claudia Hermes,

Country Director, 3900

Full first and last name,
function, OU




Constantin Gherghisan

Given and family name
Contractor

Annexes:

Annex 1. Modified Bill of Quantity dated 20.03.2023

TAKING - OVER CERTIFICATE
(In case of partial take-over precede title by "PARTIAL")

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422493 dated: 02.11.2022
Contractor: Hiperteh SRL

This is to certify that the Works of the subject contract incl. its supplement(s) have been completed to the satisfaction of the representatives named below and are being taken over as of

03.05.2023

Following a joint inspection of the building(s)/installation(s) by the persons named below it has been ascertained that they have been carried out according to the Contract. Faults and defects and / or outstanding works have / have not been determined as listed on the attached sheet.

The following persons participated in the joint inspection as representative for

the Employer	Adrian Stranzenbach (GIZ – G230)
the Engineer	Mihail Zumbrean (Site Supervisor)
the Contractor	Constantin Gherghisan (Contractor)
	<i>(insert names in printed letters)</i>

The faults and defects found and listed shall be eliminated and the outstanding Works/missing items (if any) shall be completed/installed without delay, definitely not later than

03.06.2023

All rights on the part of the Employer concerning liability and maintenance shall remain unaffected. The Employer reserves the right to avail himself of the contract penalty clause insofar as this has been agreed.

The execution of the Works has been completed as of **13.04.2023**
With the building(s)/installation(s) completed and taken-over at the date stated above the **Defects Liability Period** commences at that same date and ends at **13.04.2024**

This Certificate shall be drawn up in three identical copies with one copy each for the three representatives signing below



Employer's Representative



Supervising Engineer



Contractor's Representative



Encl.: List of defects and/or outstanding works

ENCLOSURE TO TAKING-OVER CERTIFICATE

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422493 dated: 02.11.2022
Contractor: Hiperteh SRL

LIST OF DEFECTS AND/OR OUTSTANDING WORKS

1. The following faults and defects have been found and established during the joint inspection at the date of taking-over stated on the front page:

No defects

2. The following outstanding Works / missing items have been found and established during the joint inspection at the date of taking-over as above:

No defects

3. This **Partial Taking-Over Certificate** does not apply to the whole of the Contract stated above, but to the following parts/portions of work only:


Employer's Representative


Supervising Engineer


Contractor's Representative

**Construction Contract
on Measurement Basis**

A2

The

**Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
D-65760 Eschborn
Federal Republic of Germany**

**73/1, Stefan cel Mare si Sfânt Blvd.,
NBC – National Business Center, 9th floor,
MD-2001 Chisinau, Republic of Moldova**

- hereinafter referred to as the
- **"Employer"** -

and

**Hiperteh SRL
44, Puskin Str., of. 18
Chisinau, Republic of Moldova
T: 069 270 422
E: hiperteh@mail.ru**

- hereinafter referred to as the
- **"Contractor"** -

herewith enter into the following Contract

for the Project: Strong Businesses and Communities for Moldova

Country: Republic of Moldova

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

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Thorsten Schäfer-Gümbel

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

83422533_Soroca_Lot_2_A2-construction-contract-on-measurement-

basis-en

06.2021

For correspondence (Please quote on all correspondence and invoices)

Contract No. (Cosoft No): 83422533

Project Processing No.: 21.2228.1-006.00

Date: 02.11.2022

83422533_Soroca_Lot_2_A2-construction-contract-on-measurement-

basis-en

1. PURPOSE OF THE CONTRACT - SCOPE OF WORKS

- 1.1 The Employer awards and the Contractor takes over the execution of the following construction works:

Construction and renovation works in public institutions of Soroca Lot II

(hereinafter referred to as the "**Works**")

- 1.2 The Employer engages herewith the Contractor to conduct these Works, for which the Contractor will be paid directly by the Employer. However, the Final end-user / Beneficiary of the results of the executed Works, for which a building permit is to be issued (if applicable), will be the following person/entity

Kindergartens no. 1, 5 and 6 in Soroca

(hereinafter referred to as the "**End-user / Beneficiary**"), the same End-user / Beneficiary is obliged to obtain all necessary building permits needed for the performing of the herewith agreed Works (if applicable).

2. CONTRACT DOCUMENTS

The priority of documents forming the Contract shall be as follows:

- 2.1 This Construction Contract
with Supplementary terms and conditions for constructions works

Annex PAGoda (if applicable)

- 2.2 The Specification of Works / technical specifications

- 2.3 The Drawings enclosed to the Invitation to Tender for Contractors, i.e.

Unpriced BoQ and Drawings Kindergarten no. 1 dated 15.08.2022

Unpriced BoQ and Drawings Kindergarten no. 5 dated 15.08.2022

Unpriced BoQ and Drawings Kindergarten no. 6 dated 15.08.2022

and such drawings and details as may be issued by the Employer or his Authorized Representative for the clarification of the Works during execution.

- 2.4 The priced Bill of Quantities (including Daywork Rates), dated 08.09.2022

3. TERMS OF EXECUTION - COMMENCEMENT OF WORKS

- 3.1 The Employer or his Authorized Representative shall give at least 7 working-days notice in writing, prior to the date of handing-over of the site to the Contractor. The Contractor shall commence the Works within 5 working-days of the date of the handing-over of site.

- 3.2 The Contractor agrees to execute and to complete the Works as described in the documents listed under Clause 2 with due care and diligence in accordance with generally accepted construction practices, especially the ones of the country in which the Works are to be carried out.
- 3.3 The Contractor shall submit a work programme not later than 5 working days after the signing of this Contract.
- 3.4 The Contractor shall supply all building materials, equipment, plant and tools necessary for the execution of the Works in due number and time.
- 3.5 The Contractor shall provide all qualified and experienced labour necessary in due number and time and shall supervise their activities with due care and diligence. The Employer or his Authorized Representative shall be entitled to object to and require the Contractor to remove from the Works any person employed by the Contractor who, in the opinion of the Employer or his Authorized Representative, is incompetent, negligent, or guilty of misconduct.
- 3.6 No work shall be covered up or otherwise put out of view without prior approval in writing by the Employer or his Authorized Representative.
- 3.7 The Employer or his Authorized Representative shall be entitled to make any variation of the form, quantity or quality of the Works or any part thereof that may, in his opinion, be necessary or desirable (cf. Clause 4.2). No such variation shall be made without an order in writing by the Employer or his Authorized Representative.
- 3.8 Building materials and Works may be subject to tests at any time at the request of the Employer or his Authorized Representative. These tests shall be carried out as directed by the Employer or his Authorized Representative at the place of manufacture or fabrication or on site or in a testing institute. The Contractor shall provide such assistance, materials, plant, instruments and labour as required for such test. The costs of carrying out such tests shall be borne by the Contractor.
- 3.9 The Contractor shall keep the site free from all unnecessary obstructions at all times and shall remove all materials and plant which are no longer required. Upon completion of the Works he shall leave the site clean and orderly to the satisfaction of the Employer or his Authorized Representative.
- 3.10 The Contractor shall treat the details of this Contract as well as any aspects of its implementation as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose any such information to third parties without the prior consent in writing of the Employer or his Authorized Representative. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.
- 3.11 The Employer or his Authorized Representative has the right for on-the-spot-checks at the site that may be carried out on request by representatives of the financing or co-financing parties (e.g. EU).

4. REMUNERATION - ADDITIONAL WORKS

4.1 The Employer shall pay the Contractor a Contract Price of up to

5,004,829.82 (MDL Currency)

(in words five million four thousand eight hundred twenty-nine, 82)

in accordance with the prices stated in the Bill of Quantities and the Works actually executed and measured. The Contract Price shall be subject to such additions and deductions as may be made under the provisions of this Contract.

4.2 The rates and prices of the Bill of Quantities shall cover all services and works of the Contractor described in the Specifications and the Drawings. Additional works shall be remunerated only if they were ordered in writing by the Employer or his Authorized Representative and shall be valued at the prices set out in the Bill of Quantities.

4.3 If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Employer and the Contractor in advance. In the event of disagreement, the Employer shall fix such rates or prices as shall, in his opinion, be reasonable and proper, taking into account all prevailing circumstances.

4.4 The Contractor shall invoice Value Added Tax (VAT) if and as prescribed by law; the Employer will refund the amount in addition to the remuneration.

Amount of VAT (*if applicable*):

5. TIME FOR COMPLETION - PENALTY FOR DELAY

5.1 The Contractor shall complete the Works as listed under Clause 1 and 2 within 150 working-days after the handing-over of site and shall request the issue of the Taking-Over Certificate at least 3 weeks prior to the date of completion.

5.2 If the Contractor should fail to achieve the completion of the Works within the period prescribed in Clause 5.1, the Contractor shall pay to the Employer a penalty of one per mille (1/1000) of the Contract Price stated under Clause 4.1 for every working-day of delay up to a limit of 5 % of the Contract Price.

5.3 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other obligation or liability under this Contract, nor to be liable for any and/or further damages towards the Employer beyond the hereinabove set penalty, if such would incur.

6. AUTHORIZED REPRESENTATIVE AND THE ENGINEER / EXPERT SUPERVISION OF THE WORKS

6.1 The site supervision shall be carried out by an authorized firm or person assigned to act on behalf of the Employer and shall exercise the rights of the Employer under this Contract. The Employer herewith appoints as Authorized Representative for the execution of the Works:

Andrian Stranzenbach, Abteilung G200 Krisen- und Konfliktmanagement, Migration,
Bauen

(herein referred to as the "Authorized Representative")

- 6.2 The Employer shall provide expert supervision during construction of the facility, i.e. execution of the Works, for which a building permit is to be issued. Such expert supervision entails: control whether the Works are / construction is carried out in accordance with the building permit, i.e. according to the technical documentation based on which the building permit for the Works has been issued; control and verification of the quality of execution of all types of Works and application of regulations, standards and technical norms, including standards of accessibility; control and certification of the quantities of executed Works; verification whether there are proofs about the quality of the building products, equipment and plants which are installed; providing guidance to the contractor; cooperation with the designer in order to provide details of technological and organizational solutions for the performance of the Works and solving of other matters which arise during execution of Works. The Employer herewith appoints as the person/entity providing such expert supervision:

Elisei Gheorghe, Site supervisor

(hereinafter referred to as the "**Engineer**", or "**Expert Supervision**")

7. PAYMENTS

- 7.1 All payments shall be made in MDL (*Currency*)
to the following bank and account number of the Contractor:

BC MAIB S.A.

b/code: AGRNMD2X885

IBAN: 225155102107

- 7.2 The parties of this Contract agree to the following payment schedule:

- 7.2.1 Against the presentation of a bank guarantee, which is to be provided at the order and at the expenses of the Contractor, in which the Employer will be the sole Beneficiary thereof, and by a bank accepted by the Employer in compliance with the format for the Advance Payment Guarantee enclosed (see Annex A 6) the Contractor shall receive an advance payment of 15 % of the Contract Price = 750,724.47

The advance payment shall be repaid by deduction of the corresponding percentage from each payment on account, i.e. from each interim payment certificate, as envisaged herein under Clauses 7.2.4, respectively 7.2.5.

- 7.2.2 Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.

- 7.2.3 Each invoice shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.

- 7.2.4 An amount of 5 % of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.
- 7.2.5 After the issue of the Taking-Over Certificate in compliance with the format enclosed (Annex A 9) and presentation of the final bill, i.e. of the final payment certificate, the remuneration due shall be paid reduced by 3 % of the total Contract Price, which shall be released after the defects liability period has expired, provided the results of the Works are free of defects. This amount may be released against the provision of a Defects Liability Guarantee, which is to be provided at the order and at the expenses of the Contractor, and that by a bank accepted by the Employer in compliance with the format enclosed (see Annex A 7).
- 7.2.6 The Retention of 3 % for the defects liability period will not be withheld, if the final contract amount is not exceeding the equivalent of Euro 250.000, --.

8. TAKING-OVER CERTIFICATE - DEFECTS LIABILITY PERIOD

- 8.1 The Employer or his Authorized Representative shall issue the Taking-Over Certificate, always co-signed by the Engineer, in compliance with the format enclosed (see Annex A 9) within 3 weeks of the date of delivery of the Contractor's request for its issue, provided that the whole of the Works have been completed in accordance with the Contract and to the satisfaction of the Employer or his Authorized Representative.
- If the results of the Works have been completed except for minor faults or missing items, the Employer or his Authorized Representative shall include a statement in the Taking-Over Certificate, listing all faults and defects, missing items or outstanding works to be completed, including the date when all rectification and finishing works shall be completed.
- 8.2 The Defects Liability Period shall be twelve (12) months, starting with the date of issue of the Taking-Over Certificate.
- 8.3 Defects, faults or shrinkage due to the use of materials or workmanship not in accordance with the Contract and which arise during the defects liability period shall be made good by the Contractor immediately after notification. For these rectifications a new defects liability period shall start on their day of completion.
- 8.4 If the Contractor should fail to comply with his obligations under this Contract, the Employer shall be entitled to either make a deduction, claim damages or, giving four (4) weeks' notice to the Contractor, employ another contractor to execute the works required for rectification and to deduct all expenses arising thereon or incidental thereto from the moneys retained according to Clause 7.2.4 or 7.2.5, or to recover these from the Contractor.

9. LIABILITY - INSURANCE

- 9.1 The Contractor shall be liable for all damages caused by himself, his agents or persons employed or in any way engaged by him for the execution of the Works.

- 9.2 Engaging any subcontractors by subletting of the Works under this Contract by the Contractor or of any part thereof shall require the express written and prior consent of the Employer. This approval may be revoked at any time in case serious complaints arise. The Contractor shall be liable for all services performed by his subcontractors in the same manner as for his own services.
- 9.3 Without limiting his obligations and responsibilities under this Contract, the Contractor shall insure himself at his own expense against his liability for any material or physical damage, loss or injury which may occur to any person or property arising out of or in consequence of the performance of this Contract.
- 9.4 The insurance sum shall be as customary in the country where the works are to be executed.

10. TERMINATION OF THE CONTRACT

- 10.1 The Employer may terminate this Contract at any time either wholly or in part for individual parts of the Works.
- 10.2 Should the Employer terminate the Contract for a reason for which the Contractor is answerable, the Employer shall be entitled to claim compensation for damages. In this case the Employer shall remunerate only the works already completed, provided the Employer can use them. The Employer may offset the claim for damages against the remuneration. Any other legal rights of the Employer shall remain unaffected.
- 10.3 Should the Employer terminate the Contract for a reason for which the Contractor is not answerable, for example at the Employer's convenience, the Contractor shall be entitled to payment only for such parts of the Works that are by then already completed and to reimbursement of just the unavoidable expenses incurred prior to the date of such termination.

11. ARBITRATION AND GOVERNING LAW

- 11.1 All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules
- 11.2 The law governing the Contract will be the law of the country in which the Employer has its company's seat, save for such situations, in which the laws of the country - in which the Works are to be carried out - are to be respected, as the same are explicitly envisaged by the relevant clauses of this Contract.
- 11.3 The place of arbitration will be in the city, in which the Employer has its company's seat.
- 11.4 English will be the language of arbitration.

12. COMPLIANCE WITH LEGAL PROVISIONS

When performing the work and services, the contractor must comply with all

applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

13. COPIES AND THE LANGUAGE OF THE CONTRACT

- 13.1 The contract is drawn up in duplicate. The contractor shall receive one copy thereof
- 13.2 Either party may translate - at its own expenses - this Contract into its own language, however if there should be any discrepancies between such translations and the Contract's original English wording, the latter shall prevail.

14. FINAL PROVISION

This Contract shall be modified or supplemented only by written agreement.

Chisinau, date:

Chisinau, date:

The Employer

Hiperteh SRL

Deutsche Gesellschaft für

(seal, if available)

Internationale Zusammenarbeit

(GIZ) GmbH



Thomas Foerch

Head of project



Claudia Hermes

Country Director



Constantin Gherghisan

Annexes:

Annex 1. Self-declaration to determine the origin or source of the goods offered

Annex 2. Taking-Over Certificate

Annex 1. Self-declaration to determine the origin or source of the goods offered

1. I am/we are aware that the current EU sanctions against Russia and Belarus prohibit, inter alia, to purchase and/or import certain goods connected to Russia, Belarus, the Crimea/Sevastopol and the areas of the Donetsk and Luhansk oblasts of Ukraine which are not controlled by the government of Ukraine (together „Sanctioned Territories“), either directly or indirectly, which originate in or are located in or are exported from the Sanctioned Territories.

2.1 Sanctions regarding goods connected to (i) Crimea (incl. Sevastopol) and/or (ii) the areas of the Donetsk and Luhansk oblasts of Ukraine which are not controlled by the government of Ukraine ((i) and (ii) together, „Occupied Territories“)

Therefore, I/we hereby confirm that ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate nor are they located in the Occupied Territories.
- ☐ The goods sold do either originate in and/or are located in the Occupied Territories.

2.2 Sanctions regarding goods connected to Russia

Further, I/we hereby confirm that the ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate in Russia nor are they located in Russia nor are they exported from Russia.
- ☐ The goods sold
 - originate in Russia, are located in Russia or are exported from Russia, respectively;
 - **however**, those goods are not covered by the current EU sanctions against Russia, in particular (but without limitation) they are not covered by any of the Annexes XVII, XXI, XXII and XXV of Council Regulation (EU) No 833/2014.
- ☐ The goods sold
 - do either originate in Russia, are located in Russia and/or are exported from Russia and
 - those goods are covered by the current EU sanctions against Russia (in particular, if they are covered by Annex XVII, XXI, XXII and/or XXV of Council Regulation (EU) No 833/2014).

2.3 Sanctions regarding goods connected to Belarus

Further, I/we hereby confirm that the ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate in Belarus nor are they located in Belarus nor are they exported from Belarus.
- ☐ The goods sold
 - originate in Belarus, are located in Belarus or are exported from Belarus, respectively;
 - **however**, those goods are not covered by the current EU sanctions against Belarus, in particular (but without limitation) they are not covered by any of the Annexes VII, VIII, X, XI, XII and XIII of Council Regulation (EU) No 765/2006.
- ☐ The goods sold
 - do either originate in Belarus, are located in Belarus and/or are exported from Belarus and

- those goods are covered by the current EU sanctions against Belarus (in particular, if they are covered by Annex VII, VIII, X, XI, XII and/or XIII of Council Regulation (EU) No 765/2006.

--	--	--

Place

Date

Constantin Gherghisan

11

Supplementary terms and conditions for construction works

Version: June 2021

1. Framework conditions and sustainability

1.1 Environmental and social standards, human rights

When performing the construction works, the Contractor must observe applicable national and international environmental law, minimise greenhouse gas emissions and avoid all activities that could increase the vulnerability of the population and/or ecosystems to the effects of climate change.

The Contractor must also ensure, with due regard for international standards and multilateral agreements (in particular international agreements on human rights), that measures are in place to respect human rights, protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.

The Contractor must implement appropriate measures to prevent sexual harassment at the workplace and must refrain from any incitement to violence or hatred and from any objectively unjustified discrimination against individuals or groups of people.

1.2 Labour standards and minimum wages

In performing the contract, the Contractor is obliged to comply with the fundamental principles and rights at work as stated in the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association, the right to collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour and the elimination of discrimination in respect of employment and occupation).

In particular, the Contractor is obliged in the performance of the contract to comply with the regulations enacting the ILO core labour standards (conventions nos. 29, 87, 98, 100, 105, 111, 138 and 182) in the legislation of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with such regulations in the country of assignment which pursue the same goal as the core labour standards.

1.3 Avoiding unintended adverse impacts when implementing the contract

When performing the construction works, the Contractor must seek to avoid or mitigate any unintended adverse impacts on the environment, the climate, climate change adaptation, human rights, gender equality and fragile contexts involving conflict and violence by implementing attributable mitigation measures. The Contractor also undertakes to fully harness all opportunities to promote gender equality.

1.4 Legal consequences of breach of these obligations

If the Contractor breaches any of the obligations set out in section 1 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor.

2. Integrity

2.1 Conflicts of interest

The Contractor must avoid all conflicts of interests in relation to the contract. Conflicts of interest can arise in particular as a result of commercial interests, political allegiances or national ties, links to family members or friends and other ties or interests. In particular, the Contractor undertakes:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) during the term of the contract with GIZ, not to accept any other contract where a conflict of interest is to be anticipated due to the nature of that contract or due to the Contractor's personal or financial connections with a third party, unless prior consent has been given by GIZ in text form;
- (c) in relation to the contract with GIZ, not to enter into any contracts with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in writing.

The Contractor undertakes to inform GIZ without delay of any circumstances that constitute or could lead to a conflict of interest. It must discuss and agree with GIZ any further steps to be taken. If the parties are unable to reach agreement and GIZ then terminates the contract, responsibility for termination lies with the Contractor.

2.2 Integrity principles

Whether directly or via a third party, the Contractor must not offer or grant any gifts or benefits and must not accept or demand gifts or benefits for itself or others in connection with the award and/or implementation of the contract; this also applies to facilitating payments.

The Contractor must not agree any restraints on competition with one or more other companies.

Any form of corruption is prohibited. The Contractor is obliged to take appropriate and reasonable measures to prevent and combat corruption. In connection with the implementation of the contract, it is also obliged to report confirmed cases and strong suspicions of corruption and/or property offences (e.g. fraud, misappropriation and breach of trust) without delay to GIZ's whistleblower system. The whistleblower system can be accessed through the whistleblower portal at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing), GIZ's Integrity Advisor by email (integrity-mailbox@giz.de) and the external ombudsperson via the website at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing) GIZ external ombudsperson.

2.3 Consequences of breach of the integrity rules

If the Contractor breaches any of the prohibitions or obligations set out in section 2.2 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor. In response to a breach of any of the obligations set out in section 2.2, GIZ is entitled, where appropriate, to exclude the Contractor from future tenders for a limited period.

3. Specific contractual penalties

Following any breach of the obligations set out in sections 1.1 (Environmental and social standards, human rights), 1.2 (Labour standards and minimum wages) and 2 (Integrity), the Contractor is obliged to pay a contractual penalty of EUR 25,000 in respect of each individual breach. If a benefit-in-kind given is greater than EUR 25,000, the Contractor is liable to pay a contractual penalty equal to the amount of the benefit-in-kind. This is without prejudice to any further claims for damages by GIZ. However, the contractual penalty will be deducted from any such claims for damages.

4. Prevention of the financing of terrorism and compliance with embargoes

The Contractor must ensure that the remuneration provided by GIZ is not used to make funds or other economic resources directly or indirectly available to third parties that are included on a sanctions list issued by the United Nations and/or the European Union (EU).

When implementing the contract, the Contractor may enter into and/or maintain business relations only with third parties that are reliable and that are not subject to any statutory ban on entering into a contract or business relations.

Furthermore, when implementing the contract, the Contractor must comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor itself or a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This also applies if the Contractor learns of any occurrence that leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this section 4.

5. Compliance assessment regarding Council Regulation (Art. 5k (EU) 833/2014) prohibiting the award or the continued execution of any public procurement contracts to companies and individuals with links to Russia

The EU's restrictive measures against Russia were expanded and tightened in particular by the fifth package of restrictive measures (EU Council Regulation 2022/576¹) adopted on 8 April 2022.

As a result, since that date GIZ has been legally prohibited from awarding or continuing to execute contracts as of 10 October 2022 with the persons, entities or bodies with links to Russia as specified in Article 5k of the EU Council Regulation 833/2014² (hereafter referred as the 'Regulation'). Furthermore, GIZ is prohibited from awarding or continuing to execute contracts with persons, entities or bodies if these persons, entities or bodies who intend to employ subcontractors, suppliers or companies with links to Russia, as specified in the Regulation, whose capacities are being relied on within the meaning of the public procurement Directives, and where these subcontractors, suppliers or companies with links to Russia account for more than 10% of the contract value.

The Regulation constitutes a statutory prohibition within the meaning of Section 134 of the German Civil Code (BGB), with the effect that – even in the case of a tender being accepted – no valid contract will be established if the conclusion of such a contract would contravene this Regulation.

GIZ must therefore ensure that the award of contract in relation to a tender is not associated with any violations of applicable legislation. The tenderers are obliged to make a truthful declaration using the self-declaration³ on the EU-Russia-Sanctions,

which is included in the tender documents. False statements may lead to an exclusion of the bidder or may render the contract void.

6. Assessment confirming compliance with embargoes and other trade restrictions currently in place

Before entering into any contract, GIZ reserves the right to ascertain the origin of the goods offered. This assessment will be conducted to ensure compliance with embargoes and other trade restrictions in place within the scope of GIZ's due diligence. This is particularly true of the EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine⁴ currently in place (primarily the EU Council Regulations No.: 833/2014 and 765/2006).

By submitting their bid, the bidder undertakes towards GIZ the responsibility that in the event of a probable award, the bidder will provide all necessary support to enable GIZ to ensure compliance with the sanctions regime – this assurance is thus given prior to the award of any contract. This includes in particular the obligation, if so requested by GIZ, to complete a self-declaration to determine the origin of the goods offered and/or to provide GIZ with the required evidence of the origin of such goods. Should the bidder fail to meet these obligations or fail to do so within a reasonable period of time, this can result in their bid being excluded.

A contract can only be awarded on completion of this assessment of the origin of the goods offered. Should this check give grounds for concern or reveal facts that constitute a contractual impediment, GIZ shall inform the bidder without delay. GIZ shall also reserve the right in such cases to award the contract to the next-ranked bidder in the competitive tender procedure.

7. Prevention of the financing of terrorism and compliance with embargoes

The contractor shall not make any funds or other economic resources available, directly or indirectly, to third parties that are included on a sanctions list issued by the United Nations and/or the EU.

When implementing the contract, the contractor may enter into and maintain business relations only with third parties that are reliable and to whom no statutory ban on entering into business applies.

When implementing the contract, the contractor shall also comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

This applies in particular to the latest EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine¹. Accordingly, contractors are contractually required to supply only goods that are not covered by these sanctions. The contractor is also responsible for enabling GIZ to ensure compliance with the sanctions regime by providing the necessary support.

The contractor must notify GIZ without delay and on its own initiative if the contractor, a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This provision also applies if the contractor becomes aware of an event that leads to such a listing.

The contractor shall notify GIZ without delay and on its own initiative of any violation of the provisions set out in this Section 1.11. This does not affect GIZ's rights under Sections 5 and 6 of these Terms and Conditions.

- End of Supplementary terms and conditions-

giz Postfach 5180 • 65726 Eschborn, Germany

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Hiperteh SRL
44, Puskin Str., of. 18
Chisinau, Republic of Moldova
T: 069 270 422
E: hiperteh@mail.ru

Your reference	Telephone	+49 61 96 79-
Our reference	Fax	+49 61 96 79-
Email	Date	12.12.2022

tenders-giz-moldova@giz.de

Project No.: 21.2228.1-003.00
Contract No. (Cosoft No.): 83422533
Project title: Strong Businesses and Communities for Moldova
Country: Moldova
1. Amendment to the construction contract

Dear Sir/Madam,

We refer to your letter/supplementary offer of 05.12.2022 and hereby amend /modify the above contract as follows:

Article 1 PURPOSE OF THE CONTRACT – SCOPE OF WORKS

The Employer awards the Contractor with the following additional works/supplies:

- Fire safety of kindergarten no. 1 in Soroca;
- Fire safety of kindergarten no. 5 in Soroca;
- Fire safety of kindergarten no. 6 in Soroca

Article 2 CONTRACT DOCUMENTS

The following additional documents will become part of this contract.

- Priced BoQ – fire safety works for kindergarten no. 1 dated 02.12.2022;
- Priced BoQ – fire safety works for kindergarten no. 5 dated 02.12.2022;
- Priced BoQ – fire safety works for kindergarten no. 6 dated 02.12.2022.

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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Chairperson of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADE33XXX
IBAN: DE45 5004 0000 0588 9555 00

Article 3 TERMS OF EXECUTION – COMMENCEMENT OF WORKS

The Contractor shall commence the additional Works immediately after signing of this amendment.

Article 4 REMUNERATION

In accordance with the additional prices stated in the Bill of Quantity or offer of the contractor dated 02.12.2022 the Employer shall pay the contractor an additional remuneration of up to

361,300.90 MDL

(in words Three hundred sixty one thousand three hundred MDL and 90 bani)

The total Contract price will be increased from

up to 5,004,829.82 MDL

by up to 361,300.90 MDL

to a total of up to 5,366,130.72 MDL.

Article 5 TIME OF COMPLETION

The Contractor shall complete the additional works up to 30.03.2023 starting from the date of amendment signing.

Article 7 PAYMENTS

The schedule of payments shall be modified as follows:

Against presentation of a bank guarantee, which is to be provided at the order and at the expenses of the Contractor, in which the Employer will be the sole Beneficiary thereof, and by a bank accepted by the Employer in compliance with the format for the Advance Payment Guarantee enclosed (see Annex A6) the Contractor shall receive an advance payment of up to 90% of the Contract Price = 4,829,517.65 MDL.

All other provisions of the above contract - including the previous amendment(s) to the contract - shall remain valid without modification.

This amendment to the contract has been drawn up in duplicate; please return one copy bearing your signature.

giz Postfach 5180 • 65726 Eschborn, Germany

A 10

Hiperteh SRL
44, Puskin Str., of. 18
Chisinau, Republic of Moldova
T: 069 270 422
E: hiperteh@mail.ru

Your reference

Our reference

Email

tenders-giz-moldova@giz.de

Telephone +49 61 96 79-

Fax +49 61 96 79-

Date 29.03.2023

Project No.: 21.2228.1-006.00
Contract No. (Cosoft No.): 83422533
Project title: Strong Businesses and Communities for Moldova
Country: Moldova

2nd. Amendment to the construction contract

Dear Sir/Madam,

We refer to your letter/supplementary offer of 22.03.2023 and hereby amend /modify the above contract as follows:

Article 1 PURPOSE OF THE CONTRACT – SCOPE OF WORKS

The Employer awards the Contractor with additional works/supplies as specified in Annex 1 – Modified Bill of Quantity.

Article 2 CONTRACT DOCUMENTS

The following additional documents will become part of this contract.

- Annex 1 – Modified Bill of Quantity dated 22.03.2023.

Article 3 TERMS OF EXECUTION – COMMENCEMENT OF WORKS

The Contractor shall commence the additional Works immediately after signing of this amendment.

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Internationale Zusammenarbeit (GIZ) GmbH

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Jochen Flasbarth, State Secretary

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Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

Article 4 REMUNERATION

In accordance with the additional prices stated in the Bill of Quantity dated 22.03.2023 the Employer shall pay the contractor an additional remuneration of up to

206,010.22 MDL

(in words two hundred six thousand ten MDL, 22 bani)

The total Contract price will be increased from

up to 5,366,130.72 MDL

by up to 206,010.22 MDL

to a total of up to 5,572,140.94 MDL

Article 5 TIME OF COMPLETION

The Contractor shall complete the additional works until 14.04.2023.

Article 7 PAYMENTS

The schedule of payments shall be modified as follows:

Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.

All other provisions of the above contract - including the previous amendment(s) to the contract - shall remain valid without modification.

This amendment to the contract has been drawn up in duplicate; please return one copy bearing your signature.

Yours sincerely,

Agreed:

Chisinau,

Chisinau,

The Employer

Contractor's name

Deutsche Gesellschaft für

Hiperteh SRL

Internationale Zusammenarbeit

(GIZ) GmbH



Thomas Foerch,

Project Manager, 3900

Full first and last name,
function, OU



Claudia Hermes,

Country Director, 3900

Full first and last name,
function, OU



Constantin Gherghisan

Given and family name

Contractor

Annexes:

Annex 1. Modified Bill of Quantity dated 22.03.2023

TAKING - OVER CERTIFICATE
(In case of partial take-over precede title by "PARTIAL")

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422533 dated: 02.11.2022
Contractor: Hiperteh SRL

This is to certify that the Works of the subject contract incl. its supplement(s) have been completed to the satisfaction of the representatives named below and are being taken over as of

17.05.2023

Following a joint inspection of the building(s)/installation(s) by the persons named below it has been ascertained that they have been carried out according to the Contract. Faults and defects and / or outstanding works have / have not been determined as listed on the attached sheet.

The following persons participated in the joint inspection as representative for

the Employer	Adrian Stranzenbach (GIZ – G230)
the Engineer	Gheorghe Elisei (Site Supervisor)
the Contractor	Constantin Gherghisan (Contractor)
	<i>(insert names in printed letters)</i>

The faults and defects found and listed shall be eliminated and the outstanding Works/missing items (if any) shall be completed/installed without delay, definitely not later than

17.06.2023

All rights on the part of the Employer concerning liability and maintenance shall remain unaffected. The Employer reserves the right to avail himself of the contract penalty clause insofar as this has been agreed.

The execution of the Works has been completed as of **13.04.2023**
 With the building(s)/installation(s) completed and taken-over at the date stated above the **Defects Liability Period** commences at that same date and ends at **13.04.2024**

This Certificate shall be drawn up in three identical copies with one copy each for the three representatives signing below



Employer's Representative



Supervising Engineer



Contractor's Representative

Encl.: List of defects and/or outstanding works

ENCLOSURE TO TAKING-OVER CERTIFICATE

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422533 dated: 02.11.2022
Contractor: Hiperteh SRL

LIST OF DEFECTS AND/OR OUTSTANDING WORKS

1. The following faults and defects have been found and established during the joint inspection at the date of taking-over stated on the front page:

NONE

2. The following ~~outstanding Works / missing items~~ have been found and established during the joint inspection at the date of taking-over as above:

COMMENT/REMARK
Fire alarm system installed according to local norms and functioning.
Final taking over will be coordinated between Contractor,
Beneficiary and necessary entities.

3. This **Partial Taking-Over Certificate** does not apply to the whole of the Contract stated above, but to the following parts/portions of work only:


Employer's Representative


Supervising Engineer


Contractor's Representative

**Construction Contract
on Measurement Basis**

A2

The

**Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
D-65760 Eschborn
Federal Republic of Germany**

**73/1, Stefan cel Mare si Sfânt Blvd.,
NBC – National Business Center, 9th floor,
MD-2001 Chisinau, Republic of Moldova**

- hereinafter referred to as the
- **"Employer"** -

and

**Hiperteh SRL
44, Puskin Str., of. 18
Chisinau, Republic of Moldova
T: 069 270 422
E: hiperteh@mail.ru**

- hereinafter referred to as the
- **"Contractor"** -

herewith enter into the following Contract

for the Project: Strong Businesses and Communities for Moldova

Country: Republic of Moldova

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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83422538_Soroca_Lot_3_A2-construction-contract-on-measurement-

basis-en

06.2021

For correspondence (Please quote on all correspondence and invoices)

Contract No. (Cosoft No): 83422538

Project Processing No.: 21.2228.1-006.00

Date: 02.11.2022

83422538_Soroca_Lot_3_A2-construction-contract-on-measurement-

basis-en

1. PURPOSE OF THE CONTRACT - SCOPE OF WORKS

- 1.1 The Employer awards and the Contractor takes over the execution of the following construction works:

Construction and renovation works in public institutions of Soroca Lot III

(hereinafter referred to as the "**Works**")

- 1.2 The Employer engages herewith the Contractor to conduct these Works, for which the Contractor will be paid directly by the Employer. However, the Final end-user / Beneficiary of the results of the executed Works, for which a building permit is to be issued (if applicable), will be the following person/entity

Kindergartens no. 7, 12 and 13 in Soroca

(hereinafter referred to as the "**End-user / Beneficiary**"), the same End-user / Beneficiary is obliged to obtain all necessary building permits needed for the performing of the herewith agreed Works (if applicable).

2. CONTRACT DOCUMENTS

The priority of documents forming the Contract shall be as follows:

- 2.1 This Construction Contract
with Supplementary terms and conditions for constructions works

Annex PAGoda (if applicable)

- 2.2 The Specification of Works / technical specifications

- 2.3 The Drawings enclosed to the Invitation to Tender for Contractors, i.e.

Unpriced BoQ and Drawings Kindergarten no. 7 dated 15.08.2022

Unpriced BoQ and Drawings Kindergarten no. 12 dated 15.08.2022

Unpriced BoQ and Drawings Kindergarten no. 13 dated 15.08.2022

and such drawings and details as may be issued by the Employer or his Authorized Representative for the clarification of the Works during execution.

- 2.4 The priced Bill of Quantities (including Daywork Rates), dated 08.09.2022

3. TERMS OF EXECUTION - COMMENCEMENT OF WORKS

- 3.1 The Employer or his Authorized Representative shall give at least 7 working-days notice in writing, prior to the date of handing-over of the site to the Contractor. The Contractor shall commence the Works within 5 working-days of the date of the handing-over of site.

- 3.2 The Contractor agrees to execute and to complete the Works as described in the documents listed under Clause 2 with due care and diligence in accordance with generally accepted construction practices, especially the ones of the country in which the Works are to be carried out.
- 3.3 The Contractor shall submit a work programme not later than 5 working days after the signing of this Contract.
- 3.4 The Contractor shall supply all building materials, equipment, plant and tools necessary for the execution of the Works in due number and time.
- 3.5 The Contractor shall provide all qualified and experienced labour necessary in due number and time and shall supervise their activities with due care and diligence. The Employer or his Authorized Representative shall be entitled to object to and require the Contractor to remove from the Works any person employed by the Contractor who, in the opinion of the Employer or his Authorized Representative, is incompetent, negligent, or guilty of misconduct.
- 3.6 No work shall be covered up or otherwise put out of view without prior approval in writing by the Employer or his Authorized Representative.
- 3.7 The Employer or his Authorized Representative shall be entitled to make any variation of the form, quantity or quality of the Works or any part thereof that may, in his opinion, be necessary or desirable (cf. Clause 4.2). No such variation shall be made without an order in writing by the Employer or his Authorized Representative.
- 3.8 Building materials and Works may be subject to tests at any time at the request of the Employer or his Authorized Representative. These tests shall be carried out as directed by the Employer or his Authorized Representative at the place of manufacture or fabrication or on site or in a testing institute. The Contractor shall provide such assistance, materials, plant, instruments and labour as required for such test. The costs of carrying out such tests shall be borne by the Contractor.
- 3.9 The Contractor shall keep the site free from all unnecessary obstructions at all times and shall remove all materials and plant which are no longer required. Upon completion of the Works he shall leave the site clean and orderly to the satisfaction of the Employer or his Authorized Representative.
- 3.10 The Contractor shall treat the details of this Contract as well as any aspects of its implementation as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose any such information to third parties without the prior consent in writing of the Employer or his Authorized Representative. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.
- 3.11 The Employer or his Authorized Representative has the right for on-the-spot-checks at the site that may be carried out on request by representatives of the financing or co-financing parties (e.g. EU).

4. REMUNERATION - ADDITIONAL WORKS

4.1 The Employer shall pay the Contractor a Contract Price of up to

4,463,042.09 (MDL Currency)

(in words four million four hundred sixty-three thousand forty-two, 09)

in accordance with the prices stated in the Bill of Quantities and the Works actually executed and measured. The Contract Price shall be subject to such additions and deductions as may be made under the provisions of this Contract.

4.2 The rates and prices of the Bill of Quantities shall cover all services and works of the Contractor described in the Specifications and the Drawings. Additional works shall be remunerated only if they were ordered in writing by the Employer or his Authorized Representative and shall be valued at the prices set out in the Bill of Quantities.

4.3 If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Employer and the Contractor in advance. In the event of disagreement, the Employer shall fix such rates or prices as shall, in his opinion, be reasonable and proper, taking into account all prevailing circumstances.

4.4 The Contractor shall invoice Value Added Tax (VAT) if and as prescribed by law; the Employer will refund the amount in addition to the remuneration.

Amount of VAT (if applicable):

5. TIME FOR COMPLETION - PENALTY FOR DELAY

5.1 The Contractor shall complete the Works as listed under Clause 1 and 2 within 150 working-days after the handing-over of site and shall request the issue of the Taking-Over Certificate at least 3 weeks prior to the date of completion.

5.2 If the Contractor should fail to achieve the completion of the Works within the period prescribed in Clause 5.1, the Contractor shall pay to the Employer a penalty of one per mille (1/1000) of the Contract Price stated under Clause 4.1 for every working-day of delay up to a limit of 5 % of the Contract Price.

5.3 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other obligation or liability under this Contract, nor to be liable for any and/or further damages towards the Employer beyond the hereinabove set penalty, if such would incur.

6. AUTHORIZED REPRESENTATIVE AND THE ENGINEER / EXPERT SUPERVISION OF THE WORKS

6.1 The site supervision shall be carried out by an authorized firm or person assigned to act on behalf of the Employer and shall exercise the rights of the Employer under this Contract. The Employer herewith appoints as Authorized Representative for the execution of the Works:

Andrian Stranzenbach, Abteilung G200 Krisen- und Konfliktmanagement, Migration,
Bauen

(herein referred to as the "Authorized Representative")

- 6.2 The Employer shall provide expert supervision during construction of the facility, i.e. execution of the Works, for which a building permit is to be issued. Such expert supervision entails: control whether the Works are / construction is carried out in accordance with the building permit, i.e. according to the technical documentation based on which the building permit for the Works has been issued; control and verification of the quality of execution of all types of Works and application of regulations, standards and technical norms, including standards of accessibility; control and certification of the quantities of executed Works; verification whether there are proofs about the quality of the building products, equipment and plants which are installed; providing guidance to the contractor; cooperation with the designer in order to provide details of technological and organizational solutions for the performance of the Works and solving of other matters which arise during execution of Works. The Employer herewith appoints as the person/entity providing such expert supervision:

Elisei Gheorghe, Site supervisor

(hereinafter referred to as the "**Engineer**", or "**Expert Supervision**")

7. PAYMENTS

- 7.1 All payments shall be made in MDL (Currency)
to the following bank and account number of the Contractor:

BC MAIB S.A.

b/code: AGRNMD2X885

IBAN: 225155102107

- 7.2 The parties of this Contract agree to the following payment schedule:

- 7.2.1 Against the presentation of a bank guarantee, which is to be provided at the order and at the expenses of the Contractor, in which the Employer will be the sole Beneficiary thereof, and by a bank accepted by the Employer in compliance with the format for the Advance Payment Guarantee enclosed (see Annex A 6) the Contractor shall receive an advance payment of 15 % of the Contract Price = 669,456.31

The advance payment shall be repaid by deduction of the corresponding percentage from each payment on account, i.e. from each interim payment certificate, as envisaged herein under Clauses 7.2.4, respectively 7.2.5.

- 7.2.2 Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.

- 7.2.3 Each invoice shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.

- 7.2.4 An amount of 5 % of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.
- 7.2.5 After the issue of the Taking-Over Certificate in compliance with the format enclosed (Annex A 9) and presentation of the final bill, i.e. of the final payment certificate, the remuneration due shall be paid reduced by 3 % of the total Contract Price, which shall be released after the defects liability period has expired, provided the results of the Works are free of defects. This amount may be released against the provision of a Defects Liability Guarantee, which is to be provided at the order and at the expenses of the Contractor, and that by a bank accepted by the Employer in compliance with the format enclosed (see Annex A 7).
- 7.2.6 The Retention of 3 % for the defects liability period will not be withheld, if the final contract amount is not exceeding the equivalent of Euro 250.000, --.

8. TAKING-OVER CERTIFICATE - DEFECTS LIABILITY PERIOD

- 8.1 The Employer or his Authorized Representative shall issue the Taking-Over Certificate, always co-signed by the Engineer, in compliance with the format enclosed (see Annex A 9) within 3 weeks of the date of delivery of the Contractor's request for its issue, provided that the whole of the Works have been completed in accordance with the Contract and to the satisfaction of the Employer or his Authorized Representative.

If the results of the Works have been completed except for minor faults or missing items, the Employer or his Authorized Representative shall include a statement in the Taking-Over Certificate, listing all faults and defects, missing items or outstanding works to be completed, including the date when all rectification and finishing works shall be completed.

- 8.2 The Defects Liability Period shall be twelve (12) months, starting with the date of issue of the Taking-Over Certificate.
- 8.3 Defects, faults or shrinkage due to the use of materials or workmanship not in accordance with the Contract and which arise during the defects liability period shall be made good by the Contractor immediately after notification. For these rectifications a new defects liability period shall start on their day of completion.
- 8.4 If the Contractor should fail to comply with his obligations under this Contract, the Employer shall be entitled to either make a deduction, claim damages or, giving four (4) weeks' notice to the Contractor, employ another contractor to execute the works required for rectification and to deduct all expenses arising thereon or incidental thereto from the moneys retained according to Clause 7.2.4 or 7.2.5, or to recover these from the Contractor.

9. LIABILITY - INSURANCE

- 9.1 The Contractor shall be liable for all damages caused by himself, his agents or persons employed or in any way engaged by him for the execution of the Works.

- 9.2 Engaging any subcontractors by subletting of the Works under this Contract by the Contractor or of any part thereof shall require the express written and prior consent of the Employer. This approval may be revoked at any time in case serious complaints arise. The Contractor shall be liable for all services performed by his subcontractors in the same manner as for his own services.
- 9.3 Without limiting his obligations and responsibilities under this Contract, the Contractor shall insure himself at his own expense against his liability for any material or physical damage, loss or injury which may occur to any person or property arising out of or in consequence of the performance of this Contract.
- 9.4 The insurance sum shall be as customary in the country where the works are to be executed.

10. TERMINATION OF THE CONTRACT

- 10.1 The Employer may terminate this Contract at any time either wholly or in part for individual parts of the Works.
- 10.2 Should the Employer terminate the Contract for a reason for which the Contractor is answerable, the Employer shall be entitled to claim compensation for damages. In this case the Employer shall remunerate only the works already completed, provided the Employer can use them. The Employer may offset the claim for damages against the remuneration. Any other legal rights of the Employer shall remain unaffected.
- 10.3 Should the Employer terminate the Contract for a reason for which the Contractor is not answerable, for example at the Employer's convenience, the Contractor shall be entitled to payment only for such parts of the Works that are by then already completed and to reimbursement of just the unavoidable expenses incurred prior to the date of such termination.

11. ARBITRATION AND GOVERNING LAW

- 11.1 All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules.
- 11.2 The law governing the Contract will be the law of the country in which the Employer has its company's seat, save for such situations, in which the laws of the country - in which the Works are to be carried out - are to be respected, as the same are explicitly envisaged by the relevant clauses of this Contract.
- 11.3 The place of arbitration will be in the city, in which the Employer has its company's seat.
- 11.4 English will be the language of arbitration.

12. COMPLIANCE WITH LEGAL PROVISIONS

When performing the work and services, the contractor must comply with all

applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

13. COPIES AND THE LANGUAGE OF THE CONTRACT

13.1 The contract is drawn up in duplicate. The contractor shall receive one copy thereof

13.2 Either party may translate - at its own expenses - this Contract into its own language, however if there should be any discrepancies between such translations and the Contract's original English wording, the latter shall prevail.

14. FINAL PROVISION

This Contract shall be modified or supplemented only by written agreement.

Chisinau, date:

Chisinau, date:

The Employer

Hiperteh SRL

Deutsche Gesellschaft für

(seal, if available)

Internationale Zusammenarbeit

(GIZ) GmbH



Thomas Foerch

Head of project



Clăudia Hermes

Country Director



Constantin Gherghisan

Annexes:

Annex 1. Self-declaration to determine the origin or source of the goods offered

Annex 2. Taking-Over Certificate

Annex 1. Self-declaration to determine the origin or source of the goods offered

1. I am/we are aware that the current EU sanctions against Russia and Belarus prohibit, inter alia, to purchase and/or import certain goods connected to Russia, Belarus, the Crimea/Sevastopol and the areas of the Donetsk and Luhansk oblasts of Ukraine which are not controlled by the government of Ukraine (together „Sanctioned Territories“), either directly or indirectly, which originate in or are located in or are exported from the Sanctioned Territories.

2.1 Sanctions regarding goods connected to (i) Crimea (incl. Sevastopol) and/or (ii) the areas of the Donetsk and Luhansk oblasts of Ukraine which are not controlled by the government of Ukraine ((i) and (ii) together, „Occupied Territories“)

Therefore, I/we hereby confirm that ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate nor are they located in the Occupied Territories.
- ☐ The goods sold do either originate in and/or are located in the Occupied Territories.

2.2 Sanctions regarding goods connected to Russia

Further, I/we hereby confirm that the ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate in Russia nor are they located in Russia nor are they exported from Russia.
- ☐ The goods sold
 - originate in Russia, are located in Russia or are exported from Russia, respectively;
 - **however**, those goods are not covered by the current EU sanctions against Russia, in particular (but without limitation) they are not covered by any of the Annexes XVII, XXI, XXII and XXV of Council Regulation (EU) No 833/2014.
- ☐ The goods sold
 - do either originate in Russia, are located in Russia and/or are exported from Russia and
 - those goods are covered by the current EU sanctions against Russia (in particular, if they are covered by Annex XVII, XXI, XXII and/or XXV of Council Regulation (EU) No 833/2014).

2.3 Sanctions regarding goods connected to Belarus

Further, I/we hereby confirm that the ticked statement below is true and accurate in all respects:

- ☐ The goods sold do neither originate in Belarus nor are they located in Belarus nor are they exported from Belarus.
- ☐ The goods sold
 - originate in Belarus, are located in Belarus or are exported from Belarus, respectively;
 - **however**, those goods are not covered by the current EU sanctions against Belarus, in particular (but without limitation) they are not covered by any of the Annexes VII, VIII, X, XI, XII and XIII of Council Regulation (EU) No 765/2006.
- ☐ The goods sold
 - do either originate in Belarus, are located in Belarus and/or are exported from Belarus and

- those goods are covered by the current EU sanctions against Belarus (in particular, if they are covered by Annex VII, VIII, X, XI, XII and/or XIII of Council Regulation (EU) No 765/2006.

--	--	--

Place

Date

Constantin Gherghisan

When performing the construction works, the Contractor must observe applicable national and international environmental law, minimise greenhouse gas emissions and avoid all activities that could increase the vulnerability of the population and/or ecosystems to the effects of climate change.

The Contractor must also ensure, with due regard for international standards and multilateral agreements (in particular international agreements on human rights), that measures are in place to respect human rights, protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.

The Contractor must implement appropriate measures to prevent sexual harassment at the workplace and must refrain from any incitement to violence or hatred and from any objectively unjustified discrimination against individuals or groups of people.

1.2 Labour standards and minimum wages

In performing the contract, the Contractor is obliged to comply with the fundamental principles and rights at work as stated in the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association, the right to collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour and the elimination of discrimination in respect of employment and occupation).

In particular, the Contractor is obliged in the performance of the contract to comply with the regulations enacting the ILO core labour standards (conventions nos. 29, 87, 98, 100, 105, 111, 135 and 152) in the legislation of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with such regulations in the country of assignment which pursue the same goal as the core labour standards.

Supplementary terms and conditions for construction works

Version: June 2021

1. Framework conditions and sustainability

1.1 Environmental and social standards, human rights

When performing the construction works, the Contractor must observe applicable national and international environmental law, minimise greenhouse gas emissions and avoid all activities that could increase the vulnerability of the population and/or ecosystems to the effects of climate change.

The Contractor must also ensure, with due regard for international standards and multilateral agreements (in particular international agreements on human rights), that measures are in place to respect human rights, protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.

The Contractor must implement appropriate measures to prevent sexual harassment at the workplace and must refrain from any incitement to violence or hatred and from any objectively unjustified discrimination against individuals or groups of people.

1.2 Labour standards and minimum wages

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In particular, the Contractor is obliged in the performance of the contract to comply with the regulations enacting the ILO core labour standards (conventions nos. 29, 87, 98, 100, 105, 111, 138 and 182) in the legislation of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with such regulations in the country of assignment which pursue the same goal as the core labour standards.

1.3 Avoiding unintended adverse impacts when implementing the contract

When performing the construction works, the Contractor must seek to avoid or mitigate any unintended adverse impacts on the environment, the climate, climate change adaptation, human rights, gender equality and fragile contexts involving conflict and violence by implementing attributable mitigation measures. The Contractor also undertakes to fully harness all opportunities to promote gender equality.

1.4 Legal consequences of breach of these obligations

If the Contractor breaches any of the obligations set out in section 1 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor.

2. Integrity

2.1 Conflicts of interest

The Contractor must avoid all conflicts of interests in relation to the contract. Conflicts of interest can arise in particular as a result of commercial interests, political allegiances or national ties, links to family members or friends and other ties or interests. In particular, the Contractor undertakes:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) during the term of the contract with GIZ, not to accept any other contract where a conflict of interest is to be anticipated due to the nature of that contract or due to the Contractor's personal or financial connections with a third party, unless prior consent has been given by GIZ in text form;
- (c) in relation to the contract with GIZ, not to enter into any contracts with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in writing.

The Contractor undertakes to inform GIZ without delay of any circumstances that constitute or could lead to a conflict of interest. It must discuss and agree with GIZ any further steps to be taken. If the parties are unable to reach agreement and GIZ then terminates the contract, responsibility for termination lies with the Contractor.

2.2 Integrity principles

Whether directly or via a third party, the Contractor must not offer or grant any gifts or benefits and must not accept or demand gifts or benefits for itself or others in connection with the award and/or implementation of the contract; this also applies to facilitating payments.

The Contractor must not agree any restraints on competition with one or more other companies.

Any form of corruption is prohibited. The Contractor is obliged to take appropriate and reasonable measures to prevent and combat corruption. In connection with the implementation of the contract, it is also obliged to report confirmed cases and strong suspicions of corruption and/or property offences (e.g. fraud, misappropriation and breach of trust) without delay to GIZ's whistleblower system. The whistleblower system can be accessed through the whistleblower portal at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing), GIZ's Integrity Advisor by email (integrity-mailbox@giz.de) and the external ombudsperson via the website at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing) GIZ external ombudsperson.

2.3 Consequences of breach of the integrity rules

If the Contractor breaches any of the prohibitions or obligations set out in section 2.2 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor. In response to a breach of any of the obligations set out in section 2.2, GIZ is entitled, where appropriate, to exclude the Contractor from future tenders for a limited period.

3. Specific contractual penalties

Following any breach of the obligations set out in sections 1.1 (Environmental and social standards, human rights), 1.2 (Labour standards and minimum wages) and 2 (Integrity), the Contractor is obliged to pay a contractual penalty of EUR 25,000 in respect of each individual breach. If a benefit-in-kind given is greater than EUR 25,000, the Contractor is liable to pay a contractual penalty equal to the amount of the benefit-in-kind. This is without prejudice to any further claims for damages by GIZ. However, the contractual penalty will be deducted from any such claims for damages.

4. Prevention of the financing of terrorism and compliance with embargoes

The Contractor must ensure that the remuneration provided by GIZ is not used to make funds or other economic resources directly or indirectly available to third parties that are included on a sanctions list issued by the United Nations and/or the European Union (EU).

When implementing the contract, the Contractor may enter into and/or maintain business relations only with third parties that are reliable and that are not subject to any statutory ban on entering into a contract or business relations.

Furthermore, when implementing the contract, the Contractor must comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor itself or a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This also applies if the Contractor learns of any occurrence that leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this section 4.

5. Compliance assessment regarding Council Regulation (Art. 5k (EU) 833/2014) prohibiting the award or the continued execution of any public procurement contracts to companies and individuals with links to Russia

The EU's restrictive measures against Russia were expanded and tightened in particular by the fifth package of restrictive measures (EU Council Regulation 2022/576¹) adopted on 8 April 2022.

As a result, since that date GIZ has been legally prohibited from awarding or continuing to execute contracts as of 10 October 2022 with the persons, entities or bodies with links to Russia as specified in Article 5k of the EU Council Regulation 833/2014² (hereafter referred as the 'Regulation'). Furthermore, GIZ is prohibited from awarding or continuing to execute contracts with persons, entities or bodies if these persons, entities or bodies who intend to employ subcontractors, suppliers or companies with links to Russia, as specified in the Regulation, whose capacities are being relied on within the meaning of the public procurement Directives, and where these subcontractors, suppliers or companies with links to Russia account for more than 10% of the contract value.

The Regulation constitutes a statutory prohibition within the meaning of Section 134 of the German Civil Code (BGB), with the effect that – even in the case of a tender being accepted – no valid contract will be established if the conclusion of such a contract would contravene this Regulation.

GIZ must therefore ensure that the award of contract in relation to a tender is not associated with any violations of applicable legislation. The tenderers are obliged to make a truthful declaration using the self-declaration³ on the EU-Russia-Sanctions,

which is included in the tender documents. False statements may lead to an exclusion of the bidder or may render the contract void.

6. Assessment confirming compliance with embargoes and other trade restrictions currently in place

Before entering into any contract, GIZ reserves the right to ascertain the origin of the goods offered. This assessment will be conducted to ensure compliance with embargoes and other trade restrictions in place within the scope of GIZ's due diligence. This is particularly true of the EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine⁴ currently in place (primarily the EU Council Regulations No.: 833/2014 and 765/2006).

By submitting their bid, the bidder undertakes towards GIZ the responsibility that in the event of a probable award, the bidder will provide all necessary support to enable GIZ to ensure compliance with the sanctions regime – this assurance is thus given prior to the award of any contract. This includes in particular the obligation, if so requested by GIZ, to complete a self-declaration to determine the origin of the goods offered and/or to provide GIZ with the required evidence of the origin of such goods. Should the bidder fail to meet these obligations or fail to do so within a reasonable period of time, this can result in their bid being excluded.

A contract can only be awarded on completion of this assessment of the origin of the goods offered. Should this check give grounds for concern or reveal facts that constitute a contractual impediment, GIZ shall inform the bidder without delay. GIZ shall also reserve the right in such cases to award the contract to the next-ranked bidder in the competitive tender procedure.

7. Prevention of the financing of terrorism and compliance with embargoes

The contractor shall not make any funds or other economic resources available, directly or indirectly, to third parties that are included on a sanctions list issued by the United Nations and/or the EU.

When implementing the contract, the contractor may enter into and maintain business relations only with third parties that are reliable and to whom no statutory ban on entering into business applies.

When implementing the contract, the contractor shall also comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

This applies in particular to the latest EU sanctions against Russia, Belarus, Crimea and the affected parts of Eastern Ukraine¹. Accordingly, contractors are contractually required to supply only goods that are not covered by these sanctions. The contractor is also responsible for enabling GIZ to ensure compliance with the sanctions regime by providing the necessary support.

The contractor must notify GIZ without delay and on its own initiative if the contractor, a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This provision also applies if the contractor becomes aware of an event that leads to such a listing.

The contractor shall notify GIZ without delay and on its own initiative of any violation of the provisions set out in this Section 1.11. This does not affect GIZ's rights under Sections 5 and 6 of these Terms and Conditions.

- End of Supplementary terms and conditions-

giz Postfach 5180 • 65726 Eschborn, Germany

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Hiperteh SRL
44, Puskin Str., of. 18
Chisinau, Republic of Moldova
T: 069 270 422
E: hiperteh@mail.ru

Your reference	Telephone	+49 61 96 79-
Our reference	Fax	+49 61 96 79-
Email	Date	12.12.2022

Project No.: 21.2228.1-003.00
Contract No. (Cosoft No.): 83422538
Project title: Strong Businesses and Communities for Moldova
Country: Moldova
1. Amendment to the construction contract

Dear Sir/Madam,

We refer to your letter/supplementary offer of 05.12.2022 and hereby amend /modify the above contract as follows:

Article 1 PURPOSE OF THE CONTRACT – SCOPE OF WORKS

The Employer awards the Contractor with the following additional works/supplies:

- Fire safety of kindergarten no. 7 in Soroca;
- Fire safety of kindergarten no. 12 in Soroca;
- Fire safety of kindergarten no. 13 in Soroca

Article 2 CONTRACT DOCUMENTS

The following additional documents will become part of this contract.

- Priced BoQ – fire safety works for kindergarten no. 7 dated 02.12.2022;
- Priced BoQ – fire safety works for kindergarten no. 12 dated 02.12.2022;
- Priced BoQ – fire safety works for kindergarten no. 13 dated 02.12.2022.

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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Tax no. 040 250 56973

Chairperson of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXX
IBAN: DE45 5004 0000 0588 9555 00

Article 3 TERMS OF EXECUTION – COMMENCEMENT OF WORKS

The Contractor shall commence the additional Works immediately after signing of this amendment.

Article 4 REMUNERATION

In accordance with the additional prices stated in the Bill of Quantity or offer of the contractor dated 02.12.2022 the Employer shall pay the contractor an additional remuneration of up to

484,743.60 MDL

(in words Four hundred eighty four thousand seven hundred forty three MDL and 60 bani)

The total Contract price will be increased from	
up to	4,463,042.09 MDL
by up to	484,743.60 MDL
to a total of	up to 4,947,785.69 MDL.

Article 5 TIME OF COMPLETION

The Contractor shall complete the additional works up to 30.03.2023 starting from the date of amendment signing.

Article 7 PAYMENTS

The schedule of payments shall be modified as follows:

Against presentation of a bank guarantee, which is to be provided at the order and at the expenses of the Contractor, in which the Employer will be the sole Beneficiary thereof, and by a bank accepted by the Employer in compliance with the format for the Advance Payment Guarantee enclosed (see Annex A6) the Contractor shall receive an advance payment of up to 90% of the Contract Price = 4,453,007.12 MDL.

All other provisions of the above contract - including the previous amendment(s) to the contract - shall remain valid without modification.

This amendment to the contract has been drawn up in duplicate; please return one copy bearing your signature.

Yours sincerely,

Agreed:

Chisinau, date :

The Employer
Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH

Hiperteh SRL

 
Thomas Foerch, AV, Claudia Hermes,
OE3900 Country Director,
OE3900


Constantin Gherghisan

Full first and last name,
function, OU

Full first and last name,
function, OU

Given and family name
Contractor

Annexes:

- Annex 6. Advance Payment Guarantee

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A 10

Hiperteh SRL
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Your reference

Our reference

Email

tenders-giz-moldova@giz.de

Telephone +49 61 96 79-

Fax +49 61 96 79-

Date 29.03.2023

Project No.: 21.2228.1-006.00
Contract No. (Cosoft No.): 83422538
Project title: Strong Businesses and Communities for Moldova
Country: Moldova

2nd. Amendment to the construction contract

Dear Sir/Madam,

We refer to your letter/supplementary offer of 22.03.2023 and hereby amend /modify the above contract as follows:

Article 1 PURPOSE OF THE CONTRACT – SCOPE OF WORKS

The Employer awards the Contractor with additional works/supplies as specified in Annex 1 – Modified Bill of Quantity.

Article 2 CONTRACT DOCUMENTS

The following additional documents will become part of this contract.

- Annex 1 – Modified Bill of Quantity dated 22.03.2023.

Article 3 TERMS OF EXECUTION – COMMENCEMENT OF WORKS

The Contractor shall commence the additional Works immediately after signing of this amendment.

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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Ingrid-Gabriela Hoven

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

Article 4 REMUNERATION

The total Contract price remains unchanged.

Article 5 TIME OF COMPLETION

The Contractor shall complete the additional works until 14.04.2023.

Article 7 PAYMENTS

The schedule of payments shall be modified as follows:

Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.

All other provisions of the above contract - including the previous amendment(s) to the contract - shall remain valid without modification.

This amendment to the contract has been drawn up in duplicate; please return one copy bearing your signature.

Yours sincerely,


Agreed:


Chisinau,


Chisinau,

The Employer
Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH

Contractor's name
Hiperteh SRL


Thomas Foerch,
Project Manager, 3900
Full first and last name,
function, OU


Claudia Hermes,
Country Director, 3900
Full first and last name,
function, OU


Constantin Gherghisan
Given and family name
Contractor



Annexes:
Annex 1. Modified Bill of Quantity dated 22.03.2023

TAKING - OVER CERTIFICATE
(In case of partial take-over precede title by "PARTIAL")

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422538 dated: 02.11.2022
Contractor: Hiperteh SRL

This is to certify that the Works of the subject contract incl. its supplement(s) have been completed to the satisfaction of the representatives named below and are being taken over as of

17.05.2023

Following a joint inspection of the building(s)/installation(s) by the persons named below it has been ascertained that they have been carried out according to the Contract. Faults and defects and / or outstanding works have / have not been determined as listed on the attached sheet.

The following persons participated in the joint inspection as representative for

the Employer	Adrian Stranzenbach (GIZ – G230)
the Engineer	Gheorghe Elisei (Site Supervisor)
the Contractor	Constantin Gherghisan (Contractor)
	<i>(insert names in printed letters)</i>

The faults and defects found and listed shall be eliminated and the outstanding Works/missing items (if any) shall be completed/installed without delay, definitely not later than

17.06.2023


All rights on the part of the Employer concerning liability and maintenance shall remain unaffected. The Employer reserves the right to avail himself of the contract penalty clause insofar as this has been agreed.

The execution of the Works has been completed as of **13.04.2023**
With the building(s)/installation(s) completed and taken-over at the date stated above the **Defects Liability Period** commences at that same date and ends at **13.04.2024**

This Certificate shall be drawn up in three identical copies with one copy each for the three representatives signing below


Employer's Representative


Supervising Engineer


Contractor's Representative

Encl.: List of defects and/or outstanding works

ENCLOSURE TO TAKING-OVER CERTIFICATE

Project No: 21.2228.1-006
Project Title: Strong Businesses and Communities for Moldova
Contract No. : 83422538 dated: 02.11.2022
Contractor: Hiperteh SRL

LIST OF DEFECTS AND/OR OUTSTANDING WORKS

1. The following faults and defects have been found and established during the joint inspection at the date of taking-over stated on the front page.

NONE

COMMENT/REMARK


2. The following ~~outstanding Works / missing items~~ have been found and established during the joint inspection at the date of taking-over as above:

Fire alarm system installed according to local norms and functional.
Final taking over will be coordinated between Contractor, Beneficiary and necessary entities.

3. This **Partial Taking-Over Certificate** does not apply to the whole of the Contract stated above, but to the following parts/portions of work only:


Employer's Representative


Supervising Engineer


Contractor's Representative

giz 73/1 Stefan cel Mare bvd, Chisinau, Moldova

A se prezenta la cerere

Întreprinderi și Comune puternice pentru
Republica Moldova

Thomas Foerch
73/1 Stefan cel Mare bvd
MD-2001, Chisinau, Republic of Moldova
sbc@giz.de

Your reference
Our reference F/N

05/06/2023

Scrisoare de recomandare

Prin prezenta avem plăcerea să vă informăm cu privire la colaborarea dintre Agenția de Cooperare Internațională a Germaniei (GIZ) și compania SRL "Hiperteh"

Pe parcursul anului 2022-2023 proiectul GIZ "Întreprinderi și comunități puternice pentru Moldova" a realizat un șir de măsuri destinate consolidării capacităților comunităților gazdă în vederea integrării refugiaților ucraineni. Astfel, ca urmare a licitației publice petrecute, compania SRL "Hiperteh" a fost contractată cu scopul executării lucrărilor de reconstrucție și renovare a instituțiilor publice din mun. Soroca (grădinițele nr. 1, 5, 6, 7, 12, 13) și mun. Comrat (Centrul de Tineret Axis). Valoarea totală a livrărilor contractate a constituit 12,130,926.88 lei. În cadrul contractelor încheiate s-au realizat lucrări de îmbunătățire a condițiilor procesului educațional, și anume:

- lucrări de reparație a sălilor de grupă, nodurilor sanitare, lucrări electrice, de încălzire și ventilare, semnalizări de incendiu, lucrări de amenajare a terenurilor cu instalarea echipamentelor de joacă, pavilioanelor pentru copii, construcția gardurilor.
- lucrări de termoizolare a acoperișului cu instalare, a fundațiilor și pereților exteriori cu finisare cu tencuieli decorative și gres, lucrări de amenajare a intrărilor.

Pe parcursul desfășurării lucrărilor nu au fost înregistrate cazuri de accidente la locul de muncă și nici nu au fost depistate non-conformități cu proiectul de execuție și cu normele în vigoare.

Echipa companiei SRL "Hiperteh" s-a remarcat prin profesionalism înalt la toate etapele. A executat lucrările cu grijă și atenție la detaliu, pentru a asigura confortul și siguranța copiilor la exploatarea obiectelor.

Reieșind din cele expuse, recomandăm cu încredere compania SRL "Hiperteh" pentru orice proiect de reconstrucție și renovări. Avem încredere că și dumneavoastră vă veți bucura de aceeași colaborare plăcută și satisfăcătoare.

Cu respect,



Tatiana Dumbrava
Manager financiar și administrativ

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Internationale Zusammenarbeit (GIZ) GmbH

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Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven