

**CONTRACT FOR CONSULTING FIRMS
AND OTHER SERVICE PROVIDERS**

giz Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

Contract no.: 83380818 / 5208 din 02.07.2021.
Project: Wirtschaftspolitische Beratung der
moldauischen Regierung II
Processing no.: 17.2182.8-001.00
Processed by: Nicoleta Lesco
Telephone: 0683-13-331

Based on the General Terms of Contract (local) the present Contract is
concluded between the
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH,
represented by

**German Development Cooperation
GIZ Office Chisinau
73/1 Stefan cel Mare si Sfânt St. 9th/fl
Chisinau, MD-2001
Republic of Moldova**

(referred to hereinafter as "GIZ")

and

SRL Industrialproiect

**5, Gheorghe Tudor St.
MD-2028 Chisinau
Moldova
+373 22735951**

(referred to hereinafter as "Contractor").

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36
53113 Bonn, Germany
T +49 228 44 60-0
F +49 228 44 60-17 66

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 61 96 79-0
F +49 61 96 79-11 15

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

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18394
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113991176
Tax no. 040 250 56973

Chairman of the Supervisory Board
Martin Jäger, State Secretary

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

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADE33XXX
IBAN: DE45 5004 0000 0598 9555 00



1. Purpose of the Contract

Development of Technical Documentation for the Regional IT HUB in ATU Gagauzia.

2. Terms of Reference

The Contractor undertakes to perform the services listed in the Special Agreement (Annex 1).

3. Assignment of Personnel

In order to perform the services, it is anticipated that during the period from 02.07.2021 to 30.04.2022, appropriate experts shall be assigned by the Contractor.

4. Reports/Appraisals

Reporting/Submission of the study/The handover of work is governed by the Special Agreement (see Annex 1).

5. Remuneration

For the performance of services, the Contractor shall be remunerated as follows:

Other costs

53,000.00	MDL	x up to	1.0	without quantity	
		against provision of evidence		up to	53,000.00 MDL
		1st stage - technical expertise;			

Other costs

145,250.00	MDL	x up to	1.0	without quantity	
		against provision of evidence		up to	145,250.00 MDL
		2nd stage - approval of technological solutions.			

Other costs

491,750.00	MDL	x up to	1.0	without quantity	
		against provision of evidence		up to	491,750.00 MDL
		3rd stage - design documentation.			

Total remuneration

			up to		690,000.00 MDL
--	--	--	--------------	--	-----------------------

(in words: Six hundred ninety thousand, 00 MDL)

All costs incurred in connection with the performance of the services are deemed settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other Provisions".

6. Payments

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

Interim payment after settlement of services provided:

	<u>Anticipated date</u>	<u>Payment up to (MDL)</u>
1.	30.08.2021	138,000.00
2.	29.10.2021	448,500.00
3.	16.12.2021	34,500.00

Final payment after final invoice anticipated by 30.04.2022 up to 69,000.00 MDL.

The invoice must be submitted as 1 original with 1 copy(ies).

7. Other provisions

- 7.1 The original vouchers must be submitted for all items of the Contract for which documentary proof is required.
- 7.2 The Contractor shall carry out project accounting in keeping with the principles of proper bookkeeping.
- 7.3 GIZ shall have an unrestricted right to examine the project accounts at any time. This shall not affect the obligation of the Contractor to submit original vouchers.

8. General Terms of Contract


- 8.1 The Special Agreement shall constitute an integral component of the Contract.
- 8.2 The General Terms of Contract (local) shall constitute an integral component of this Contract. The Contractor hereby declares that it is familiar with the General Terms of Contract (local).
- 8.3 The Contract shall be drawn up in 2 originals. The Contractor shall receive one original.

8.4 All modifications to this Contract shall be made only in writing.

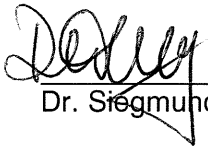
MD,

_____ place, date


For the GIZ


8/7/2021


Thomas Foerch

 14.07.2021

Dr. Siegmund Mueller

 V. Vorobiov

SRL Industrialproiect
Tax number
1003600037444


Annexes

1. Special Agreement
2. General Terms of Contract (local) enclosed/known

Special Agreement

Contract no: 83380818
Project: Wirtschaftspolitische Beratung der
moldauischen Regierung II
Project no: 17.2182.8-001.00
Contractor: SRL Industrialproiect

1. Terms of Reference

Based on the detailed Terms of References the Contractor shall perform the following tasks:

The planned infrastructure design should include the following facilities, but is not limited to:

- 1 large conference room with HVAC installation for up to 300 attendees,
- 1 small conference room with HVAC installation for up to 100 attendees,
- 2 medium meeting rooms of 200 sq. m,
- 4 small meeting rooms of 20-50 sq. m,
- 4-6 meeting rooms of approximately 50 sq. m each,
- Co-working environment of 300 sq. m (30-50 desks),
- 5-10 open space offices up to 50 sq. m each,
- 3 open space offices up to 200 sq. m.,
- Cafeteria (room for eating) – capacity up to 100 persons,
- Sport premises: Squash room and ping – pong room.

The Contractor should take into consideration the following points:

- Primary examination and technical expertise of the building (ca. 7000 sq. m.) and the adjacent area,
- Server and network facilities for state-of-the-art connectivity and HVAC system,
- Premises for Mini Cafe or cafeteria,
- Indoor (squash and ping pong) and outdoor sport premises (e.g. mixed mini stadium volleyball, football, and basketball),
- Mini accommodation facilities to be able to host start-up programmers and conference attendees,
- Possibility to install 1 or 2 elevators (lifts) for each building upon the valid norms,
- Landscaping of green areas and parking lot (up to 100 units), including parking and charging stations for Electric Vehicles,
- AEF Power supply,
- Security and fire alarm system,
- Low Voltage system: telephone communications, network lines, etc.,
- Control access system for the parking and territory of IT HUB.

Prior the design works, the Contractor, on behalf of the beneficiary, is expected to obtain the urban certificate for design from local public authorities.

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36
53113 Bonn, Germany
T +49 228 44 60-0
F +49 228 44 60-17 66

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 61 96 79-0
F +49 61 96 79-11 15

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
Martin Jäger, 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

The Contractor shall consider the “author supervision” contract as part of the assignment to cover the technical supervision.

The GIZ Project will retain 10% from the overall contract amount as “good execution warranty” of the assignment. The Contractor will adjust/ make amendments of the deliverables during the execution phase (within the contract period – until 30th of April 2022) for the justified changes or discovered mistakes, non-conformities. After the delivery of all the services, according to the contract, the retained amount of 10% will be paid to the Contractor, upon confirmation of the Beneficiary (Executive Committee of ATU Gagauzia).

The Contractor shall consider the access of people with disabilities into the building, as well as within the building on different floors. If necessary, to add elevator(s) or suggest technical possibilities to ensure the access to different floors.

The interior design will be conducted by a different entity awarded by GIZ's partners and/or other stakeholders. Latest after the preliminary design, the Contractor must coordinate and ensure the exchange between the interior designer and his engineering/architectural team.

Phase 1: Preliminary Design

Existing State and Concept Design

- Provide surveys of cadastral maps, surveyors' plans, soil investigations, topography and/or other documents of the building site.
- Assessment and measurements of the relevant components of the building must be executed.
- Prepare drawings of the existing site and building according to the survey (existing foundation, floor and roof plans; elevations, sections; existing electrical, water supply and discharge installations plans).
- Drawing up of a preliminary structural analysis. Review of the building construction done by a structural engineer (part of the contract).
- Fees required for core and load tests and beyond are borne by the Contractor.
- Preparation of preliminary design plans for the building(s) and outdoor facilities on a scale of 1:200 or 1:100.
- Developing preliminary drawings of the technical installations, such as for sanitary, electrical, and possibly telecommunication and/or mechanical purposes.
- Review of functionality and safety measures (e.g. railings in entrance areas, fall protections, unprotected electrical installations, etc.).
- Concept for escape ways (emergency exits, fire protection).
- Concept for standards of measures designed to ensure better accessibility for persons with disabilities (social inclusion) in accordance to the guidelines on the international accessibility standard “ISO 21542”.
- Concepts for environment-friendly and resource-efficient designs (“green building”) in terms of water and electricity

consumption (e.g. harvesting of rainwater, LED technology) as well as thermal insulation systems (roof, walls, window-glazing etc.).

- Preparation of a cost estimate for the rehabilitation of the building and outdoor facilities and calculation of areas.
- Obtaining of building permits required for the execution of works.
- Explanatory written report in Romanian language about the existing structure (incl. evaluation of the structural calculation and site investigation report), as an integral part of the preliminary design report concerning the concept design for buildings and outdoor facilities, for GIZ and Partners.

Phase 2: Final Design

The Contractor shall focus on smart design solutions to ensure durability and resistance against acts of vandalism and allow for easy maintenance (e.g. doors and windows incl. all accessories, sanitary facilities and installations, wall- and floor-coverings etc.).

The Contractor is requested to submit the final tender documents (e.g. technical drawings, BoQ, specifications, etc.), split based on different lots. Outdoor or sport facilities etc. should be possible to be tendered separately, the total number of lots will be elaborated during the preliminary phase with the GIZ and partners.

The results of this phase shall be the *Package of Technical Documentation* ready to be tendered, as follows:

- Priced and unpriced Bill of Quantities
- Technical drawings (ready to build drawings)
- Working schedule
- Specification

To achieve the mentioned results, following points must be taken into consideration and prepared:

Architectural design planning:

- Preparation of the final design plans for construction: layout plan on a scale of 1:500 or 1:200, floor-plans, sections and elevations for all buildings/structures on a scale of 1:100, plans for the outdoor facilities on a suitable scale.
- Preparation of the working drawings on a scale of 1:50, important details on a scale of 1:10, 1:5 or 1:1 and all outdoor facilities on a suitable scale.

Structural planning:

- Elaboration of the structural analysis suitable for review and approval.
- Preparation of positional drawings for the structure.
- Preparation of formwork drawings as supplement to the working drawings.



- Drawings of construction elements with instructions for installing the same (e.g. reinforcement plans, plans for structural steel works and woodwork).
- Compilation of detailed steel and/or other lists of structural materials.

Planning of mechanical, electrical, and sanitary and/or other installations:

- Determination of technical requirements and output values.
- Dimensioning of all equipment and parts of installations.
- Pertaining drawings on a scale of 1:100.
- Determination of pipe channels and openings in walls, ceilings and floors.
- Working drawings and details.

Services for the preparation of construction tender:

- Compilation of the specifications with technical preface.
- Calculation of quantities and preparation of the bill of quantities.
- Calculation of costs of the buildings and outdoor facilities based on the bill of quantities.
- Support in the technical evaluation of the tenders received.
- Work plans for the different milestones for design and supervision phases.

The final design reports concerning all above mentioned documents and criteria shall be approved by the GIZ and Partners. The approved documentation shall be submitted to relevant authorities for verification and approval.

Phase 3: Site Supervision

The Contractor shall conduct the construction site supervision during the refurbishing/construction works executed until April 30, 2022.

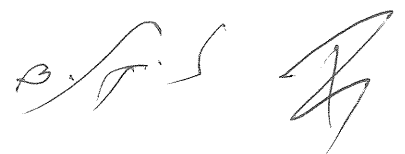
Technical and commercial functions and duties of the Contractor shall be the following:

- The Contractor shall assume all engineering functions and duties.
- Due and proper supervision of the execution of the construction work and mechanical, electrical and all other installation works to ensure that they are conform with the specifications and drawings, the recognized engineering principles, and all applicable regulations.
- Provide technical advice and necessary support to all personnel assigned to the project.
- Regular site visits in accordance to the scope of work, at least twice a week.
- Conducting weekly site meetings together with the construction company and other relevant parties involved, as well as preparation and distribution of minutes of meeting.

- Monthly reports with description of progress and main challenges/changes (quality, time, costs etc.) attached with pictures (before and after).
- Examination and approval or rejection of materials for construction works supplied by the construction company.
- Amending of the working drawings in accordance with the actual execution of the work.
- Technical inspection of the execution of the structure to ensure that it conforms to the approved structural documents.
- Technical inspection of auxiliary construction requirements; e.g. scaffolding, crane ways, excavation supports, etc.
- Inspection of concrete production and processing at the building site and evaluation of quality controls.
- Follow-up of the working progress schedule provided by the construction company.
- Keeping of a construction diary.
- Joint measurements of the work in place with the construction company. This includes the preparation of special measurement records for work that cannot be measured after the construction work has been completed. They shall be confirmed in written by the construction company and the supervisor (Contractor).
- Preparation of and participation in taking-over procedures by GIZ Project; independent taking-over, if instructed to do so by GIZ Project.
- Participation in the handing-over of the completed project to the Beneficiary, compilation and handing over of the necessary documents; independent handing over and drawing up of the handing-over certificate to the project executing agency/beneficiary, if instructed to do so by GIZ Project.
- Checking and, if necessary, correction of invoices, reports, lists, etc. submitted by the construction company within the periods stipulated in the contract between GIZ Project and the Contractor. Calculations of quantities, accounting files and cost calculations shall be checked for technical and arithmetical accuracy and certified by date and signature. In order to show that this has been done, the Contractor shall tick all correct values and amounts reported.
- Examination of new prices for additional or amended services to ensure that they are in line with the cost estimate of the original tender on which the construction contract will be based, as well as the current local situation.
- Inspections during the contract period and supervision of rectification of any faults and defects that may occur.

2. Place(s) of Assignment

Republic of Moldova

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

3. Reporting

The Contractor shall provide the Act of performance, original invoice and fiscal document.

In order to accomplish the assignment, the service provider shall submit the following deliverables:

Deliverable	Deadline	Technical requirements	
		Hard Copies**	Electronic Copies***
Phase 1+2: Design Phase			
1. Preliminary design report, including an Explanatory report (with preliminary design draft)****	2 months after signing the contract	3	1
2. Final Design Report and tender documentation (with final design approval)****	4 months after signing the contract	3	1
Phase 3: Supervision Phase			
3. Monthly Reports	until 10 th of each month		1
4. Final Report	one week before contract end	3	1

** The hard copies of all technical drawings must be delivered in DIN format e.g. A4, A3, A2, etc.

*** The electronic copies must be delivered in formats compatible with MS Word, Excel, AutoCAD, Adobe Portable Document-PDF, etc.

**** The mentioned reports must be approved by the GIZ project and partners.

The project documentation shall be coordinated and approved by the competent authorities. The deliverables in the form of approved technical project documentation will serve as proof of service provision and commencement of payment.

Important to mention that the Technical Documentation will include the Organization of Construction Works in several Lots. The Contractor should come with solutions and proposal for dividing the reconstruction work process in Lots.

e.g.

Lot 1 – will include all 3 (three) floors of main building (building A), gallery (that connects building A to building B) and 1st floor of building B.

Lot 2 – will include the 2nd, 3rd, 4th floors of building B and underground.

Lot 3 – will include the landscaping and green areas (including the parking area, electric vehicle charging, parking for bicycles).

Payments will be made per deliverables, upon approval by the project manager, based on the following payment schedule:

- 1st payment (Phase 1): 20% of the contract,
- 2nd payment (Phase 2): 65% of the contract,
- 3rd payment (Phase 3): 5 % of the contract,
- 4th payment (Good execution warranty): 10% of the contract.

4. Procurement of Equipment and Materials

Not applicable.

5. Other provisions

The Contractor is responsible for paying taxes, levies or fees to the Government of Moldova according to the local legislation in force.

This assignment is subject to strict confidentiality. Information on the assignment is only to be passed on to third parties with the explicit approval of GIZ.

The political requirements and interests of the Moldovan government are the basis for the commission. Should these requirements change, the contract should be adapted appropriately, while considering the interests of both parties.

The contractor must generally refrain from incitement to violence or hatred, and from discrimination on the grounds of race, ethnic origin or religion. Such obligation applies to all activities undertaken by the contractor including those falling outside the framework of the present contract. Any breach of the above-mentioned obligation justifies the immediate termination of the present contract by GIZ and entitles GIZ to demand the full reimbursement of its effective contribution.

The above-mentioned obligation shall be contractually imposed on any subcontractor working towards the execution of the present contract.