

Contract no. 8451-C1.10

between

Moldova Energy Projects Implementation Unit
(MEPIU)

and

JV Techno Test SRL & Promintergaz SRL

for

***Procurement of Plant Design, Supply and
Installation of 120 Individual Heating
Substations and associated pipes in Chisinau
District Heating System***

Chisinau, 2019

Integral Parts of the Contract:

Part A. Contract Agreement and the Appendices hereto

Part B. Letter of Bid and Price Schedules submitted by the Contractor

Part C. Particular Conditions

Part D. General Conditions

Part E. Specification and Drawings

Part F. Other completed bidding forms submitted with the Bid – Not applicable

Part G. Any other documents forming part of the Employer's Requirements – Not applicable

Part H. Other documents:

- Employer's Notification of Award
- Minutes at the Contract signing

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Part A. Contract Agreement and the Appendices hereto

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Contract Agreement no. 8451-C1.10

THIS AGREEMENT is made the 8th day of *February, 2019*,

BETWEEN

(1) **Moldova Energy Projects Implementation Unit** (for the **Beneficiary** – “**TERMOELECTRICA**” SA), a corporation incorporated under the laws of Republic of Moldova and having its principal place of business at 1, Alecu Russo Street, block A1, office 163, Chisinau, MD-2068, Republic of Moldova (hereinafter called “the Employer”),

and

(2) **Joint Venture Techno Test SRL and Promintergaz SRL**, a corporation incorporated under the laws of Republic of Moldova and having its principal place of business at 66, Mihai Eminescu Street, Chisinau, MD-2012, Republic of Moldova (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. ***Procurement of Plant Design, Supply and Installation of 120 Individual Heating Substations and associated pipes in Chisinau District Heating System*** (“the Facilities”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents 1.1 Contract Documents (Reference GC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Bid and Price Schedules submitted by the Contractor
- (c) Particular Conditions
- (d) General Conditions
- (e) Specification and Drawings
- (f) Other completed bidding forms submitted with the Bid – Not applicable
- (g) Any other documents forming part of the Employer’s Requirements – Not applicable
- (h) Other documents:
 - Employer’s Notification of Award
 - Minutes at the Contract signing

1.2 Order of Precedence (Reference GC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order

in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: of **EUR 1,925,175.00** and **MDL 2,337,597.00** (*one million nine hundred twenty-five thousand one hundred seventy-five Euro and 00 eurocents and two million three hundred thirty-seven thousand five hundred ninety-seven Moldovan Lei, 00 bani*), as specified in Price Schedule No. 5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

Article 3. Effective Date

3.1 Effective Date (Reference GC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4. Communications

- 4.1 The address of the Employer for notice purposes, pursuant to GC 4.1 is: 1, Alecu Russo St., Block A1, sixteenth floor, office 163, Chisinau, MD-2068, Republic of Moldova.

- 4.2 The address of the Contractor for notice purposes, pursuant to GC 4.1 is: 66, Mihai Eminescu St., Chisinau, MD-2012, Republic of Moldova.

Article 5. Appendices

- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer



Aurelia SAMSON
Director, Moldova Energy Projects Implementation Unit (MEPIU)

in the presence of _____
State Secretary, Minister of Economy and Infrastructure

in the presence of _____
Director adjunct, JSC "TERMOELECTRICA"

Signed by, for and on behalf of the Contractor



Gheorghe BURDILĂ
Authorized Representative of JV Techno Test SRL & Promintergaz SRL,
Director, Techno Test SRL

in the presence of _____