

I.P. "AGENȚIA SERVICII PUBLICE"

Departamentul înregistrare și licențiere a unităților de
drept

Extras
din Registrul de stat al persoanelor juridice
nr. 173351 din 02.04.2025



Denumirea completă: **Societatea cu Răspundere Limitată "DACOM CONSTRUCT".**

Denumirea prescurtată: **"DACOM CONSTRUCT" S.R.L.**

Forma juridică de organizare: **Societate cu răspundere limitată.**

Numărul de identificare de stat și codul fiscal: **1013600024797**

Data înregistrării de stat: **01.08.2013**

Sediu: **MD-2044, bulevardul Mircea cel Bătrân 8/1, ap. 127, mun. Chișinău, Republica Moldova.**

Genurile de activitate:

- 1. Construcțiile de clădiri și (sau) construcții ingineresti, instalații și rețele tehnico-edilitare, reconstrucțiile, consolidările, restaurările;**
- 2. Comerțul cu ridicata al materialelor lemnoase, al materialelor de construcție și echipamentului sanitar;**
- 3. Comerțul cu ridicata al articolelor de fierărie, utilajului de apeduct și de încălzire;**
- 4. Comerțul cu amănuntul al articolelor de fierărie, al vopselelor și sticlei;**
- 5. Comerțul cu amănuntul neefectuat prin magazine;**
- 6. Comerțul cu ridicata al mașinilor și echipamentelor pentru industria minieră și construcții;**
- 7. Activitatea de proiectare pentru toate categoriile de construcții, pentru urbanism, instalații și rețele tehnico-edilitare, reconstrucții, restaurări;**
- 8. Intermedieri în comerțul cu materii prime agricole, animale vii, materii prime textile și cu semifabricate;**
- 9. Intermedieri în comerțul cu produse diverse;**
- 10. Comerț cu ridicata al cerealelor, semințelor, furajelor și tutunului neprelucrat;**
- 11. Comerț cu ridicata al produselor lactate, ouălor, uleiurilor și grăsimilor comestibile;**
- 12. Comerț cu ridicata al calculatoarelor, echipamentelor periferice și software-lui;**
- 13. Comerț cu ridicata de componente și echipamente electronice și de telecomunicații;**
- 14. Comerț cu amănuntul al calculatoarelor, unităților periferice și software-lui în magazine specializate;**
- 15. Comerț cu amănuntul al echipamentului pentru telecomunicații în magazine specializate;**

Capitalul social: **5400 Lei**

Administrator(i): **PÎNZARU ION.**

Asociați:

- 1. PÎNZARU VASILE, partea socială 5130 Lei, ce constituie 95%**
- 2. "DATACOM CONSTRUCT" S.R.L., partea socială 270 Lei, ce constituie 5%**

Beneficiari efectivi: **PÎNZARU VASILE.**

Prezentul extras este eliberat în temeiul art. 34 al Legii nr.220/2007 privind înregistrarea de stat a persoanelor juridice și a întreprinzătorilor individuali și confirmă datele din Registrul de stat la data de 02.04.2025

Specialist coordonator

Aurelia Racu

tel. 022-207839

**DECLARAȚIE
privind experiența similară**

1. Denumirea și obiectul contractului _____
2. Numărul și data contractului:
 - Contract Cadru „Construcția Infrastructurii fixe” DIVS/14203/TD din 15.10.2019;
 - Contract Cadru „Construcția Infrastructurii fixe” CNS /16930/TD din 01.01.2023
 - Contract Cadru „Construcția Infrastructurii fixe și implementarea serviciilor de rețea” CNS/16653/SUN din 01.10.2022
3. Denumirea/numele beneficiarului: Orange Moldova SA
4. Adresa beneficiarului: mun Chisinau str Alba Iulia 75
5. Țara: Republica Moldova
6. Calitatea în care a participat la îndeplinirea contractului: **Antreprenor**

(se notează opțiunea corespunzătoare)

 - a) antreprenorul sau antreprenorul general (lider de asociație)
 - b) antreprenor asociat
 - c) subantreprenor
7. Valoarea contractului _____ exprimată în moneda _____
_____ în care s-a încheiat contractul _____
a) inițială (la data semnării contractului) 30569438.20
b) finală (la data finalizării contractului) 30569438.20
8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: _____
9. Perioada de executare a lucrării (luni)
 - a) contractată _____
 - b) efectiv realizată _____
 - c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul _____
10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor _____
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 _____

Data completării: 03.04.2024

Semnat: _____

Nume: Pinzaru Ion

Funcția în cadrul întreprinderii: Administrator

Denumirea întreprinderii: Dacom Construct

Digitally signed by Pinzaru Ion
Date: 2025.04.03 08:35:56 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



DECLARAȚIE
privind lista principalelor lucrări executate în ultimul an de activitate

Nr d/o	Obiectul contractului	Denumirea/ numele beneficiarului/Adresa	Calitatea antreprenorului (*)	Prețul contractului ui/ valoarea lucrărilor executate	Perioada de execuție a lucrării (luni)	Numărul și data procesului- verbal de recepție la terminarea lucrărilor
1	Construcția Infrastructurii fixe și implementarea serviciilor de rețea CNS/16930/SUN din 01.01.2023	Orange Moldova	Contractant unic	26571253.61		
2						
...						

* Se precizează calitatea în care a participat la îndeplinirea contractului, care poate fi de: contractant unic sau lider de asociație; contractant asociat; subcontractant.

Semnat: _____

Nume: Pinzaru Ion

Funcția în cadrul întreprinderii: Administrator

Denumirea întreprinderii: Dacom Construct

Digitally signed by Pinzaru Ion
Date: 2025.04.03 08:35:56 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



"Dacom Construct" S.R.L.

Adresa: Chișinău bul. Mircea Cel Batrin 8/1 ap. 127

CF: 1013600024797 / TVA : 0405230 IBAN: MD11AG000000022512186214 SA Moldova Agroindbank fil. n6
Tel: 022 815 187 Fax: 022 815 189 Mobil: 068655200, 068870030, 068655202 email: dacom.construct@gmail.com

CONTRACT
for build fixed infrastructure

No: CNS/16930/TD

Effective date: 01.01.2023

This Contract for build fixed infrastructure (further referred as "Contract") is made by and between:

Î.M. "ORANGE MOLDOVA" S.A., a Moldavian company, having its registered office in Chisinau, str. Alba Iulia 75, MD 2071, registered with IDNO 1003600106115, VAT account no. 7800044, IBAN: MD64AG000000225110801767 opened at BC "Moldova Agroindbank" S.A., fil. Chisinau-Centru, bank code: AGRNMD2X723 duly represented by Mrs. Olga SURUGIU, in his capacity of General Director, hereinafter referred to as "Orange" or "Beneficiary",

Represented by the signatory of this Contract, acting in the name and on behalf of said company,

and

„DACOM CONSTRUCT" S.R.L., a Moldovan company, having its registered office in Blvd. Mircea cel Batrin 8/1, ap. 127, MD-2044, Chisinau, Republic of Moldova, registered with IDNO 1013600024797, VAT number 0405230, IBAN: no. MD11AG000000022512186214 opened at BC „Moldova Agroindbank" S.A., bank code AGRNMD2X413, duly represented by Mr. Vasile PINZARU, in his capacity of General Manager, hereinafter referred to as the "Supplier",

Represented by the signatory of this Contract, acting in the name and on behalf of said company,

Beneficiary and Supplier also hereinafter referred to individually as a "Party" and jointly as the "Parties".

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1. DEFINITIONS AND INTERPRETATION

For purposes of this Contract, capitalized terms shall have the following meanings:

1.1 DEFINITIONS

1.1.2. ACCEPTANCE PROCEDURE, ACCEPTANCE DAY

means that the Services, the Documentation and the relevant Updates or Deliverable are accepted by ORANGE when they have successfully passed the Acceptance Procedure describe in the relevant Annex. **ACCEPTANCE DAY** means for any Deliverable the date on which the Acceptance has been pronounced by Purchaser according to the Acceptance Procedure set out in Annex

1.1.3. AUDIT

means all the process, services, reports that show and prove the correspondences or the differences between the real network and services implemented and the design agreed.

1.1.4. (ANY) PROCEDURE

Means the procedure as fully described in the relevant Annex of the present document

1.1.5. CONTRACT SUPERVISING OFFICER

Means the person appointed by the ORANGE to act as Contract Supervising Officer for the purposes of the Contract and designated as such in writing (or any other person as may be substituted to him/her by the ORANGE) by written notice (which will include also his/her contact details: phone number, fax number, Email address) to the Supplier.

1.1.6. DAY

means calendar day.

1.1.7. DEFECT

means a default or non-compliance with the corresponding Specifications, affecting the use of the Deliverables, making the use of the Deliverables impossible or, at least not according to normal procedure specified in the Documentation of the Deliverables.

1.1.8. DELIVERABLE

means any service or equipment or network delivered by Supplier to ORANGE defined in the contract

1.1.9. DESIGN

means all services of the project referring to network design as detailed in Annex 1 and Annex 2

1.1.10. DOCUMENTATION

means, individually and collectively, all written information, diagrams or flow charts which are necessary for the use, installation, or operation of the Deliverables. This definition shall include any modifications, revisions or new releases of the Documentation made by or on behalf of Supplier or which are made by a third party and are incorporated into the Documentation by Supplier.

"Software Documentation" includes information being technical information relating to the design, development, comprehension, use or maintenance of any version of Software.

1.1.11. FORCE MAJEURE EVENT

"Force Majeure" means and shall be limited in this contract to: acts of God, fire, explosion, flood, earthquake or other natural disaster and act of terrorism, war, embargo, strike, lockout or any similar event. Where either party is unable to perform its obligations under this Contract by an event of force majeure, the party so affected shall provide the other party with a certificate issued by Chamber of Commerce and Industry of Republic of Moldova, attesting the occurrence of the respective events. If the event of force majeure continues for a period of more than 30 calendar days, either party thereafter may terminate de jure this contract by giving prior written notice to the other party, without any formalities and without Court intervention.

Each party is responsible for its own costs, expenses, losses and damages in relation to the Force Majeure.

1.1.12. HARDWARE

means, individually and collectively, a physical, tangible equipment, the electronic, electrical and mechanical components of information systems and particularly set out in the Contract.

1.1.13. KNOW-HOW

means a body of technical information that is secret, substantial and identified.

1.1.14. SITE

means the actual place or places in Moldova provided or made available by the ORANGE, to which Products are to be delivered and installed or Services to be rendered by the Supplier, together with as much of the area surrounding same as the Supplier shall, with the consent of the ORANGE, actually use other than for mere purposes of access.

1.1.15. PRODUCT

means any equipment, materials, tool, installation kit/accessories, fixed electronic communication network or its segment, provided, constructed or installed by the Supplier.

1.1.16. SERVICE(S)

means, individually and collectively, any of the services set forth in this Contract that ORANGE may purchase from Supplier, such as but not limited to build, construction, access, installation and commissioning, maintaining, repair, training, data management, program management, project management, testing, technical assistance service.

1.1.17. SLA or Service Level Agreement

represents the collection of the quality parameters committed by the Supplier in relation with the provided services, as described in the relevant clause to the present Contract.

1.1.18. SOFTWARE

means (a) any software programs being sequences of instructions to carry out a process in, or convertible into a form executable by a computer and fixed in any tangible medium of expression and in any code form, (b) software information being technical information used, or useful in, or related to the design, development, use or maintenance of any version of a software program; and (c) Software Documentation being software information in documentary form.

1.1.19. SPECIFICATIONS

means any documents, and any update hereto, describing the requirements and functionality for the Deliverables, as more fully described in the Contracts.

1.1.20. THE NETWORK

the fixed converged electronic communications network, operated by Orange Moldova together with Sun Communications S.R.L., which is Orange's affiliated company. Through the Network, the fixed services offered by Orange to the Clients are provided based on the contracts signed between them;

Other definition and their interpretation can be found in the relevant annexes.

Other terms used in present Contract have meaning specified by Annexes.

2. PURPOSE AND SCOPE OF THIS CONTRACT

- 2.1.** The purpose of this Contract is to define the minimum terms and conditions applicable to the provision of Products, Design, Obtaining permissions for construction, Build, Construction, Installation, Commissioning and other related Services. A detailed description of the Deliverables is attached in Annexes 1, 2 to the present Contract.
- 2.2.** Any of these annexes can be modified with both parties accept taking into account that technology and services can evolve as well as organization of both part can change and processes and flows can be affected.
- 2.3.** Orange may by power of attorney, delegate to the Supplier authority to act in Orange benefit during execution of the provisions of the present Contract. The power of attorney can be revoked by Orange on at its own discretion. Power of Attorney it is terminated at the moment when the Contract is terminated.

3. CONTRACTUAL DOCUMENTS

Annex 1. Technical Specifications. Build Fixed Network Infrastructure;
Annex 2. RFQ Instructions;
Annex 3. Pricing;

4. TERM OF THE CONTRACT AND ORDERS

This Contract shall be effective from the date of its signature (the "**Effective Date**") for a period of 3 years, unless or until terminated by either party in accordance with clause 25 below. Any renewal beyond said term must be expressly agreed upon by both parties and shall be concluded in the form of an addendum to the contract.

5. QUOTATION AND ORDERING PROCEDURE

- 5.1** ORANGE will issue Purchase Order for the activities performed by the Supplier and accepted by the Supplier, as per the agreed schedule.
- 5.2** The Purchase Order may be sent to Supplier by electronic format or any other means agreed by the parties to the following department of the Supplier:
- 5.3** Each Purchase Order issued by ORANGE to Supplier shall include, if relevant, without limitation, the following information:
 - ORANGE's name and address,
 - Reference number of the Order and the Contract,
 - name of ORANGE contact,
 - the location to which the Deliverables are to be delivered,
 - the description of the Deliverable ordered,

- listing of any Service being ordered,
- the price of the Deliverables ordered,
- the invoicing address,
- shipping instructions if any.

5.4 Any Order submitted by Orange to Supplier in accordance with the Contract shall be deemed accepted by Supplier and it is mandatory for execution. If Supplier determines that the Order is not in compliance with Contract terms and conditions, this shall be set forth in the written notification to Orange, and such Order can be rejected. The notification of reject should be submitted to Orange no later than next day from the day when the Order was sent to Supplier. The reasons of reject should be limited to the list indicated in the p. 5.3. If the reasons of reject are another that are mentioned in the Contract or the moment of rejection it is out of the above-mentioned term, the reject it is not considered accepted by Orange. Non-acceptance and non-execution of Order is subject for application of KPIs and penalties set for in the contract.

6. PRICES, CURRENCY AND EXPENSES

- 6.1** However, this Contract does not constitute a commitment from ORANGE to issue Orders under it. In this respect, quantities mentioned by ORANGE in this Contract are only estimated and do not constitute a firm commitment to purchase Deliverables. This Contract does not define minimum or maximum contractual quantities of Deliverables to be purchased throughout its term.
- 6.2** The prices are listed in the Annex 3 to the present Contract. The currency used to express the prices is [MDL]. The payments shall be made in Moldavian Lei (MDL). The legal VAT amount shall be added to the prices listed in Annex 3.
- 6.3** Prices shall include costs and expenses of whatever kind related to present scope (including overhead expenses, subcontracting costs, travel and accommodations costs, warehousing, etc.).
- 6.4** Each invoice shall clearly evidence the VAT amount as per Moldavian legal provisions, separately on the invoice.
- 6.5.** The prices set in the Annex 3 are maximum ceiling prices for full scope of Deliverables under this Contract. Supplier agrees that this commitment remains valid for entire term of this Contract, even if the estimated quantities of the Deliverables will be modified.

7. INVOICING AND PAYMENT

- 7.1** The Supplier shall invoice ORANGE, with an amount equal to the value of the services for which the Conditional Acceptance Certificate/Final Acceptance Certificate has been issued pursuant to the Acceptance Procedure detailed in Annex 1 to the present Contract.
- 7.2** The Supplier will invoice ORANGE, according to the services provided and validated by ORANGE in the previous month and based on
- 100 % FAC – Final Acceptance Certificate**
- 7.3** ORANGE shall make payment for 100% of the invoice value within **sixty (60)** days from invoice issuance date, with the condition that the Supplier will send the correct

invoice to the ORANGE contact person mentioned in art.31 within 2 days from its date of issuance.

7.4 Each Invoice issued by Supplier shall include the following information and others that are compulsory by Moldavian law:

- the number of the ORANGE 's Purchase Order
-
- description of the Invoiced Services in line with the name of the ordered items described into the Purchase Order
- Unit and total amount of the invoiced Services
- ORANGE's name and address
- Supplier's name and address
- ORANGE's VAT number
- Supplier's VAT number
- VAT Rate
- Discount value (if applicable)
- ORANGE's bank account
- Supplier's bank account
- ORANGE's registration Number
- Supplier's registration Number
- Date of issuance of the invoice
- The Site Code, where the Products/Services were delivered.

7.5 Supplier shall send all the original Invoices and the above mentioned documents regarding such Invoices to the following department of the ORANGE:

IM ORANGE MOLDOVA S.A.
Chisinau, str Alba Iulia 75, MD 2071
Department: Technical Department
Attn: Vasile PASTICA; Lilian OSNACI

7.6 Each Invoice must clearly mention all the information mentioned above. In case the invoices are not filled in properly, the ORANGE is entitled to send back the invoice within 5 working days in order to be cancelled and filled in properly. In this case the payment will be delayed until the ORANGE will receive the correct invoice.

7.7 Unless otherwise agreed between the Parties, all payments made under the present Contract shall be free of all bank charges. Such charges shall be the responsibility of the paying Party. The amounts due under the present Contract shall be remitted by means of wire transfer to the bank address notified by each Party to the other.

7.8 If payment is delayed due to ORANGE's fault, Supplier is entitled to late payment interests on outstanding sums unless ORANGE's failure to pay is due to Supplier's failure to comply with its obligation under this Contract or an Order. Late payment interests of 0.1% from the outstanding amount per day of delay, shall be calculated as from the day following the due date of payment up to the actual day Supplier's account is credited. However, late payment interest may not exceed the 10 % form the amount of the main debt.

8. VALUE ADDED TAX

8.1 Except where otherwise expressly provided in the present Contract, any prices contained in this Contract, sums, amounts or rates in respect of a price or charge specified in or fixed or calculated or revised in accordance with the Contract, shall detail:

- (1) the corresponding amount or rate exclusive of Value Added Tax (hereinafter called "a tax exclusive price or charge"), and
- (2) the amount of such Value Added Tax.

- 8.2** The ORANGE shall pay:
- (1) such tax exclusive price or charge, and
 - (2) VAT in accordance with the tax regulations in Moldova at the rate then in force.
- The Supplier's prices are without VAT.

9. DELIVERY, IMPLEMENTATION & ACCEPTANCE, TRANSFER OF TITLE AND RISKS

- 9.1** The services shall be implemented by the Supplier following the planning provided by the ORANGE, and agreed by the parties in written.
- 9.2** The implementation and acceptance of the Services shall imply activities described in the Annexes 1 and 2 to present contract.
- 9.3.** Unless otherwise agreed in the Annex 1, Acceptance procedures shall follow provisions described below:

9.3.1. Acceptance procedure is initiated by the Supplier upon completion of the acceptance tests by written request, presented to the ORANGE 5 (five) calendar days in advance, enclosing the all relevant confirming documents.

9.3.2. Parties will form reception commission consisting form at least one representative of each Party and will examine the Services supposed for Acceptance.

9.3.3. Minor defects that, from the point of view of the ORANGE will not affect the operation of the Service will not cause the reception to be suspended. These minor defects will be indicated in the Conditional Acceptance Certificate together with the term for fixing of the defects. The Conditional Acceptance Act supposed to be signed by the representatives of the both Parties.

9.3.4. After expiration of the term mentioned in Conditional Acceptance Certificate the representatives of the Parties will meet again and will examine the improvements made by Supplier.

9.3.5. After success finalization of the Acceptance Procedure the Parties representatives will sign Final Acceptance Act.

9.3.6. The Parties declared that will not apply tacit acceptance on the Services and/or Deliverables.

- 9.4.** Title to the Service and/or Deliverables and risks of loss or damage to the Service and/or Deliverables shall remain with the Supplier until due delivery to ORANGE, provided that such Service and/or Deliverables were accepted by the ORANGE.
- 9.5.** The Parties agree that the acceptance of the Services/Deliverables does not relieve the Supplier of the liability for defects or irregularities detected after acceptance.

10. DESIGN, INTEGRATION AND INTEROPERABILITY, AUDIT

- 10.1** The Supplier shall obtain ORANGE approval for all Design services before the start of implementation either equipment/network or services.

- 10.2** The Supplier shall keep updated and accurate all information sources as design documentation per cluster / sites and database or tools that are responsible for.
- 10.3** The Supplier shall assure, with ORANGE support, integration and full interoperability of the equipment/network and services with ORANGE network.
- 10.4** ORANGE will preserve the right to request to the Supplier any time to perform full or partial audit with respect to Optical Distribution Network & services implemented. Any difference between the design agreed with ORANGE and the Optical Distribution Network & services field status, as resulted from audit, should be corrected in maximum 1 month.
- 10.5** The Supplier shall aligned all information sources as design documentation per cluster / sites and database or tools that are responsible for with the last design version accepted by ORANGE.

11.TIME FOR COMPLETION - EXTENSION OF TIME FOR COMPLETION

- 11.1.** The Supplier shall perform its obligations related to services implementation within time duration defined as KPI target value in article 15.9.1.

11.1.1. If the Supplier shall be required, and accepted to provide any additional Services, it shall be allowed reasonable extensions of time and implementation schedule modifications.

11.1.2. In all cases where the Supplier has given notice under this Article 11.1.1., the Supplier shall consult with the ORANGE to determine the steps (if any) to be taken to overcome or minimize the actual or anticipated delay. If compliance with any such instruction causes the Supplier to incur extra costs, and the Supplier is entitled to an extension of time, the amount of such extra costs shall be added to the price to be paid under the present Contract.

- 11.2** Should execution of this Contract, without any default or negligence on the part of the Supplier, be delayed by reason of any of the following causes:

11.2.1. Any default or negligence on the part of the ORANGE;

11.2.2. Force Majeure,

the Supplier shall be entitled to an extension of the agreed completion date for the same duration as that of the delay.

12. PERFORMANCE BANK GUARANTEE

- 12.1.** N/A

13.ASSIGNMENT AND SUBCONTRACTING

- 13.1.** Except where otherwise expressly provided by the Contract, the Supplier shall not assign or subcontract its obligations or any part thereof without the prior written consent of the ORANGE. Such consent shall be deemed given when such subcontractors are Affiliates of the Supplier. For this situation by affiliates of the Supplier shall be understood the parent company of the Supplier and those subsidiaries in which the Supplier's parent company, either directly or indirectly, holds fifty percent (50%) or more of the voting or shareholding rights in such affiliate. The ORANGE reserves the right to investigate the qualifications of any proposed subcontractor before giving its consent. Such consent shall not be unreasonably withheld.

Such consent by the ORANGE shall not release the Supplier from any of its obligations.

13.2. To obtain the ORANGE's consent of a subcontractor, the Supplier shall provide the ORANGE with the following documents:

- (1) Complete description of the scope and amount of the Products to be delivered or Services to be rendered;
- (2) Name and address of the subcontractor;
- (3) Certificate from the subcontractor attesting that it is not under any interdiction, restraint or any other prohibition, legal, statutory or otherwise, that would prevent the proposed subcontracting.

Any further modification of the content of such documents shall be promptly notified to the ORANGE by the Supplier.

13.3. The Supplier shall not assign the contract or any part thereof, to any person, without the prior written consent of the ORANGE. A charge in favor of the Supplier's banker of amounts due under the present Contract shall not be considered an assignment. The Supplier should notify the ORANGE in respect to any such charge in favor of its' banker.

13.4. The Supplier shall ensure that any subcontract shall be on terms which will enable the Supplier to comply with its obligations hereunder. The Supplier shall include appropriate provisions in all subcontracts to bind subcontractors to the Supplier in accordance with the terms of this Contract. Nothing herein contained shall create any contractual relationship whatsoever between any subcontractor and the ORANGE.

13.5. The performance of this Contract by the Supplier shall be deemed to be the full responsibility of the Supplier.

13.6. The Supplier shall be responsible for the defaults and negligent acts and/or omissions of any subcontractor (whether or not approved by the ORANGE), its agents, employees or other representatives as fully as if they were negligent acts, omissions or defaults of the Supplier, its agents, employees or other representatives.

13.7. The Supplier shall hold harmless and indemnify the ORANGE for any cost, damage, loss or expense caused by, consecutive to, or more generally related to, any negligent act, omission or default of any subcontractor (whether or not approved by the ORANGE).

13.8. The Supplier shall ensure that each subcontractor approved by Orange Moldova is aware of and shall comply with all the terms and provisions of the Agreement relevant to the subcontractors' part in the performance thereof.

13.9. Supplier contractually obliges its subcontractors or agents to hold appropriate insurance to cover potential liability, loss or damage arising under Moldavian law or under any statute in respect of claims for property damage, personal injury, public liability and professional indemnity with respect to the performance of its obligations pursuant to the agreement concluded with Supplier and to provide proof thereof at Supplier's reasonable request. The Supplier shall on request provide copies or satisfactory evidence of such insurance of its subcontractors to Orange Moldova.

14.PERFORMANCE OF THE SERVICES – QUALITY ASSURANCE

14.1 PERFORMANCE OF THE SERVICES

In the implementation by Supplier of any Services ordered under this Contract, Supplier undertakes:

- 14.1.1. To perform these Services in a professional manner in accordance with this Contract and within the milestone schedule agreed between the parties;
- 14.1.2. To meet ORANGE's requirements specified in the Contract or Purchase Order and agreed by Supplier;
- 14.1.3. To respect all the procedures set forth by this Contract;
- 14.1.4. To respect the standard rules and methods (including security rules) of ORANGE made known and agreed by the Supplier;
- 14.1.5. To inform promptly the ORANGE of any difficulty preventing the implementation of the Contract and related Orders;
- 14.1.6. To provide the Services complying with agreed conditions as defined in the Annexes to the Contract;

14.2 QUALITY ASSURANCE

Supplier shall ensure Quality Assurance of the Services according to the provisions of the present Contract.

15. SERVICE LEVEL AGREEMENT AND PENALTIES

- 15.1.** The KPIs and Service Level Agreement are described in article 15.9.1 of the present Contract.
- 15.2.** Supplier shall be held liable for the failure to meet the KPI indicators only if, following the appropriate examination, it is noticed that the standard parameters were not met out of Supplier fault.
- 15.4.** The non-cumulative principle shall apply. No additional compensation beyond respective penalties for the same breach or root cause shall be applied.
- 15.5.** The cases that can't be controlled or influenced by Parties (such as: calamities, floods, massive snow, closed or restricted roads, network elements thefts correlated with Police rules, force majeure, etc.) shall be exempted from SLAs & KPIs calculation.

15.7. Late delivery:

15.7.1. If the Supplier fails to comply with the implementation schedule, Supplier shall pay to ORANGE late penalties in the amount of 0.1% from the respective total value of PO per day of delay.

15.7.2. The late penalties imposed shall be paid to ORANGE, in the currency in which the price for the relevant part of the Equipment or Services was to be paid no later than thirty (30) calendar days of the date of the ORANGE written notice to the Supplier of the late penalties payable.

15.8. Penalties

15.8.1 Failure to meet the target value by the CONTRACTOR in each of the KPIs described above will entail ORANGE's right to apply penalties on the value of the services performed by the CONTRACTOR in the scope of KPI, during the period evaluated

15.8.2 The late penalties imposed shall be paid to ORANGE Moldova, in the currency in which the price for the relevant part of the Equipment or Services was to be paid no later than thirty (30) calendar days of the date of the ORANGE written notice to the Supplier of the late penalties payable.

15.8.3 The levels of penalties/bonuses that ORANGE has the right to apply to the CONTRACTOR on the value of the services provided as part of "Build Fixed Network Infrastructure" are listed in the table below:

KPI	DESCRIPTION OF KPI	Penalty	To be applied to
1	Work order execution rate	Penalty of 10% for every 3 work-days deviation above 8 days	The value of the Work order services provided by CONTRACTOR over evaluated period
2	Time to Provide path/route maps and splicing schemas per each FO-WO	Penalty of 7% for every 5 work-days deviation above work order execution	The value of the technical documentation provided by CONTRACTOR over evaluated period
3	Final Acceptance	Penalty of 3 % for every 10 work-days deviation above 30 days	The value of Work orders provided by CONTRACTOR over evaluated period

15.9. KPI "NETWORK IMPLEMENTATION"

15.9.1. The level of penalties/bonuses that ORANGE has the right to apply to the CONTRACTOR on the value of the services provided as part of- 'Network Implementation' is listed in the table below:

Indicator Name	Work Order Execution Rate				
Indicator Description	Rate of successful Execute work order (WO) Standard type for every requested type. Unit is percentage (%).				
Formula	$\text{Execution Rate} = \frac{\text{Number of successful WO}}{\text{Number of requests}} * 100\%$ <p>Successful Execution means WO execute/delivered within following timeframe:</p> <table> <tr> <td>Execute WO(FO; RadioEth; WiFi AP)</td> <td>in 8 wd</td> </tr> <tr> <td>Execute WO (via Ethernet; COAXIAL)</td> <td>in 2 wd</td> </tr> </table> <p>wd - working day</p>	Execute WO(FO; RadioEth; WiFi AP)	in 8 wd	Execute WO (via Ethernet; COAXIAL)	in 2 wd
Execute WO(FO; RadioEth; WiFi AP)	in 8 wd				
Execute WO (via Ethernet; COAXIAL)	in 2 wd				
Data source	WO (tool TBD)				
Periodicity	monthly or on demand				
Delivered by	Orange Moldova				
Responsible	Supplier				
KPI Target	>=98%				
Breach Value	<=95%				

15.9.2 **KPI PRELIMINARY DOCUMENTS DELIVERY**

Provide As-Built Fiber Optics path/route maps and splicing schemas during 5 work days after WO execution

Indicator Name	Time to Provide path/route maps and splicing schemas per each FO-WO
Indicator Description	Rate of successful Q-ty Transfer map and schemas WO for FO-WO. Unit is percentage (%).
Formula	$\text{Execution Rate} = \frac{\text{Number of transferred FO-WO}}{\text{Number of requests FO-WO}} * 100\%$ <p>Successful Execution means WO execute/delivered within following timeframe: transferred FO-WO in 5 wd wd - working day</p>
Data source	WO (tool TBD)
Periodicity	monthly or on demand
Delivered by	Orange Moldova
Responsible	Supplier
KPI Target	>=95%
Breach Value	<=85%

15.9.3 **KPI FINAL ACCEPTANCE DOCUMENTS DELIVERY**

Time to provide "Final Acceptance" (Acceptance) documents during One calendar month

Indicator Name	Time to Provide "Final Acceptance" documents per each executed WO
Indicator Description	Rate of successful Q-ty Transfer "Final Acceptance" documents for WO. Unit is percentage (%).
Formula	$\text{Execution Rate} = \frac{\text{Number of transferred WO+"Acceptance"}}{\text{Number of requests WO executed}} * 100\%$ <p>Successful Execution means WO execute/delivered within following timeframe: transferred FO-WO in one month</p>
Data source	WO (tool TDB)
Periodicity	monthly or on demand
Delivered by	Orange Moldova
Responsible	Supplier
KPI Target	>=95%
Breach Value	<=85%

16.Warranty

- 16.1.** Without prejudice to the application of the Moldovan legislation with respect to warranty, Supplier warrants to ORANGE that:
- 16.2.** All provided materials and works, including related Right of Way must have a minimum 2 years warranty period that starts from the FAC date.
- 16.3.** The Supplier shall support all repair and restoration costs during the warranty period.
- 16.4.** For cases when Supplier was involved for repair or restoration, not falling under warranty conditions, the Supplier is entitled to perform the repair and invoice to the Supplier the related costs both material and workmanship.
- 16.5.** In case of non-traffic affecting, the repairs are to be completed in maximum 10 days from ORANGE notification.
- 16.6.** In case of traffic affecting, the repairs are to be completed in maximum 24 hours from ORANGE notification.
- 16.7.** If the above repair intervals are not meet by the Supplier, ORANGE is entitled to perform the repair and invoice to the Supplier the related costs.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1.** Each Party shall remain the owner of its related Intellectual Property Rights and Know-how. It is expressly agreed between the Parties that no title or ownership with regards to either Party's related Intellectual Property Rights or Know-how shall be transferred to the other Party as a result of this Contract and/or any Order.
- 17.2.** Supplier shall hold harmless and defend the ORANGE against any claims for infringement of any third party industrial or intellectual property rights arising from the use of the Equipment or Software, and Supplier shall indemnify the ORANGE for any damages awarded against the ORANGE by a final judgment based exclusively on the determination of the existence of an infringement originally imputable to Supplier, provided that the ORANGE (i) shall have promptly (the earliest possible) notified Supplier in writing of any claim or threatened legal action against it, (ii) shall not have compromised or settled such claim of infringement without Supplier prior written consent, (iii) shall permit Supplier to conduct, at Supplier's own expense, any ensuing litigation and all negotiations for a settlement of the claim and provide Supplier full authority to manage the defense or settlement of the claim, and (iv) shall provide Supplier, at Supplier's expense, full co-operation and assistance, including but not limited to the communication of all relevant documents and information in its possession.
- 17.3.** This indemnity shall not apply to any claim which is based on (i) Supplier's compliance with ORANGE 's design, instructions or specifications, or (ii) any use of Equipment or Software in a manner, or for a purpose, which was not foreseeable, not conformed with their technical specifications, or not approved by Supplier, or (iii) the assembly, combination, operation or use of such Equipment or Software or part thereof with any product not supplied by Supplier if such infringement would have been avoided by the use of the Equipment or Software without such product, or (iv) modification of the Equipment or Software or part thereof by the ORANGE or any third party without Supplier's prior written consent, or (v) an infringement in a country other than the forecasted country of sale or use of the Equipment.

- 17.4.** To the extent any part of the Equipment or Software is held by court decision to be infringing the patent or other intellectual property rights of a third party, Supplier, at its discretion and expenses, shall be entitled to (i) attempt to obtain from the third party the right for the ORANGE to use the infringing part of the Equipment or Software, or (ii) modify or replace such infringing part thereof so that it becomes non infringing, provided that such modification or replacement shall not impair the value of the Equipment or Software or the operation for the purpose for it was supplied, or if (i) or (ii) can for technical, economical or commercial reasons not reasonably be realized, to authorize return of the infringing part of the Equipment or Software to it and provide a full refund to the ORANGE of an amount equal to the initial price of the infringing Equipment or Software, as paid by the ORANGE .

18 LABOUR

- 18.1.** The Supplier shall, unless otherwise expressly provided in the Contract, make its own arrangements for hiring all workers and for their payment, housing, feeding and transport. The Supplier shall be responsible, at its own expense, for all matters relating to labor required by it and its subcontractors for the due performance of the Contract, including, without limitation:
- 18.1.1. recruitment, hiring, payment, housing, feeding and transport of workers;
 - 18.1.2. acquisition of permits or similar approvals, if necessary, for foreign employees and the provision of transport and accommodation for such foreign employees.
- 18.2.** The Supplier shall observe all local regulations as to hours of work, rates of pay and other labor conditions and, where no such regulations exist, shall observe hours of work and rates of pay in accordance with conditions normally observed on the Site. The Supplier shall also take adequate measures to ensure fair and reasonable conditions of work for the health, safety and welfare of the workers.
- 18.3.** The Supplier shall be responsible for the performance and behavior of its employees or agents or representatives of any subcontractor, its employees or agents. The personnel working according to this contract shall remain Supplier's employees. In this respect the Supplier is responsible for all payments of their salary, social contributions, and all administrative issues.
- 18.4** Supplier shall render Services hereunder using only:
- 18.4.1. such human resources as are skilled and experienced in their respective professions and such sub-agents, foremen and leading hands as are competent to give proper supervision, and
 - 18.4.2. such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely performance hereunder.
- 18.5.** ORANGE shall have the right to object to any person hired as an employee, agent or representative of the Supplier or of a subcontractor, who commits acts of incompetence or negligence or for any other justified and reasonable cause, in consultation with the Supplier. The Supplier shall then promptly forthwith remove or arrange for the removal from the Site or the ORANGE's premises, of any such person and replace or arrange replacement by another. Such person shall not be reemployed without permission of the ORANGE.
- 18.6.** Whenever the Supplier becomes aware that any actual or potential labor dispute is delaying or threatening to delay the timely performance of this Contract, the

Supplier shall immediately give the ORANGE notice thereof and all relevant information with respect thereto. Labor disputes related to the personnel employed by the Supplier or Supplier's subcontractors shall not be grounds for any change in the provisions of this Contract, including, but not limited to, the price and the time schedules specified in this Contract, unless otherwise agreed.

- 18.7.** The Supplier's personnel must under no circumstances be considered as personnel, employees, agents or subcontractors of ORANGE. The Supplier is responsible, without any limit, for the administrative, accounting and social management of its personnel.

19. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 19.1.** The Parties consent to the application of the laws of Moldova to govern, interpret, and enforce all Parties rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Contract, without regard to conflict of law principles.
- 19.2.** The Parties shall use their best efforts to resolve disputes without recourse to arbitral proceedings.
- 19.3.** Any dispute or claim arising out of or in connection with this Contract, including breach, termination or invalidity thereof, shall be settled finally by arbitration under the Rules of Arbitration of the Chisinau International Court of Commercial Arbitration of the American Chamber of Commerce in Moldova.
- 19.4.** The arbitral tribunal shall consist of three arbitrators.
- 19.5.** The seat of arbitration shall be Chisinau, the Republic of Moldova.
- 19.6.** The language of the arbitral proceedings shall be Romanian.

20. COMPLIANCE WITH APPLICABLE REGULATIONS

- 20.1** ORANGE acts in accordance with the values and guidelines of the "Orange Group Code of Ethics" and the "Orange Group's anti-corruption policy" available on [www.orange.com](http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs) (Supplier Code of conduct: <http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).
- 20.2** In that order, each Party undertakes to comply with all national, European and international legal and regulatory provisions applicable to their business related to fight against corruption, notably OCDE's guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, the law "Sapin II" for transparency and fight against corruption, the Law of the Republic of Moldova on Integrity no. 82 dated 25.05.2017 and the Moldovan criminal and contravention codes pertaining to financial and economic crimes and misdemeanors and also subject to the international trade sanctions that may have been imposed by the European Union (including France) and the United States authorities pursuant to Chapter VII of the UN Charter, (hereinafter referred as the "**Rules**").

Each Party undertakes not to be on lists such as the "Consolidated Travel Ban and Assets Freeze List" published by the United Nation Sanctions Committee, the "Specially Designated Nationals and Blocked Persons list" maintained by the OFAC,

the "Asset Freeze Target List" held by the Treasury of United Kingdom, and the consolidated list of people, groups and entities subject to EU financial sanctions.

- 20.3.** In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Rules by one of the Parties, the Parties shall introduce the relevant modifications to remedy it as quickly as possible.
- 20.4.** Each Party undertakes, and also require its shareholders, directors, officers, employees, suppliers, affiliates and sub-contractors and each respective representative (hereinafter the "Third Parties"):
- to respect the Rules, by appropriate means for the effective implementation and maintaining of a compliance framework;
 - that (i) the Third Parties and each person involved in any way in the performance of the Agreement comply with the Rules and that (ii) every necessary means used by the Party for the performance of the Agreement comply with the Rules.
- 20.5.** In order to ensure compliance with the Rules for the duration of the Contract, the Parties shall provide on demand and at all time to the other Party all elements requested to establish such compliance, and shall inform the other Party without any delay, when they know or have reason to know, of any failure to comply with the Rules by them or any Third Party, as well as the corrective measures adopted to ensure compliance with the Rules.
- At any time, ORANGE is entitled to audit, directly or by a third party designated by ORANGE, the Supplier and its Third Parties, in order to check the compliance with the "Orange Group Code of Ethics", the "Orange Group's anti-corruption policy" and the Rules.
- 20.6.** In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected; the other Party shall have the right to terminate the Contract pursuant to article "Termination".

21. LIMITATION OF LIABILITY

- 21.1.** Either Party's aggregate liability under this Contract towards the other Party shall be limited to 100% of the value of all Orders placed under this Contract for a rolling period of previous twelve (12) months.
- 21.2.** Each Party shall be liable to the other Party for direct damages only. Neither Party shall be liable to the other Party for loss of goodwill or any indirect damages in connection with the performance or non-performance of this Contract or any Purchase Order.
- 21.3.** The above exclusions and limitations of liability shall not apply to the Parties' respective liability for (i) breach of a confidentiality obligation, (ii) real or personal property's damages, (iii) death or bodily injury and (iv) damages caused by their gross negligence or wilful misconduct, and shall apply only to the extent permitted by applicable law.

22. SAFETY PRECAUTIONS / FIRE RISKS

- 22.1.** The Supplier shall, at its own expense, observe and perform all obligations, under any applicable law or other regulation in respect of precautions for its safety, that

of its work force or any other persons, and that of all property affected by the execution of the Contract, to the extent that such observance and performance lie within the Supplier's control.

- 22.2.** No part of the ORANGE Products shall be removed from Site without informing the Contract Supervising Officer.
- 22.3.** The Supplier shall also comply with such instructions as to safety rules with regard to Labor safety and health.
- 22.4.** The Supplier, in performance of Services, shall take all reasonable precautions in order to safeguard the Products on Site or any other property of the ORANGE or of any other person from loss or damage by fire.

To this end, the Supplier shall also comply with such instructions it may receive from time to time, from the ORANGE.

23. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

Each Party shall be responsible for damage to public or private property caused by its own personnel. In particular, the Supplier shall without undue delay make good and pay for the reinstatement of any damages caused by its personnel or subcontractors to any part of telecommunications network, ORANGE customers' private property or Products.

24. ETHICAL PRACTICES – ENVIRONMENT

24.1. CORPORATE SOCIAL RESPONSABILITY

- 24.1.1. Commitments of ORANGE** – ORANGE as member of the Orange Group acts in accordance with the "Commitments to Responsible Procurement" available on:

<http://www.fournisseurs.orange.com/en/web/guest/achats-responsables>

- 24.1.2. Compliance with the Supplier Code of Conduct** - ORANGE has designed a "Supplier Code of Conduct" attached to the *Contract* (Annex 7) to share its social, societal and environmental commitments. By signing this Contract, each Party undertakes to comply with the Supplier Code of Conduct and to request its own suppliers and subcontractors and all people under its control, to respect the principles set out by the Code.

ORANGE may introduce some modifications to the Supplier Code of Conduct to always comply with any law, regulation or judicial decision. The last updated version of the Code of Conduct is available on:

<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>

- 24.1.3. Compliance with the CSR Rules** – Each Party undertakes to comply, and require its subcontractors and all people under its control to comply with all applicable national, European and international rules relating to ethical standards and responsible behaviors, including, but not limited to, rules relating to human rights, environmental protection, health and safety of persons, and sustainable development (hereinafter referred to as the "CSR Rules").

In particular, in accordance with the French Law No. 2017-399 of 27 March, 2017 **on the "duty of care of parent companies and ordering companies"**, the Parties undertake to prevent harm to human rights and fundamental freedoms, health and safety of persons, and to the environment, in the course of their business activities.

Each Party undertakes to refrain and require its subcontractors and all people under its control, to refrain from using child or forced labor and fight against all discriminations.

- 24.1.4. **Reporting** - The Supplier undertakes to provide ORANGE with all of the information and data needed to i) comply with any mandatory reporting obligation and ii) implement the CSR Rules.

The Parties will meet regularly to review the indicators related to the compliance with the CSR Rules and their assessment or to define an action plan and follow-up measures, where needed.

- 24.1.5. **Audits and assessments** - At any time, ORANGE and/or its authorized representative is entitled to assess or audit, directly or by a third party designated by ORANGE, the Supplier and its subcontractors and all people under its control, in order to ascertain the compliance with the Supplier Code of Conduct in force and the CSR Rules.

In case of sub-contracting, the Supplier shall take all necessary steps with its subcontractors and all people under its control to ensure that they comply with the CSR Rules and to ensure that Orange can access to their premises. The means of intervention applicable to the above operations shall be defined jointly by Orange and the Supplier.

- 24.1.6. **Termination** - The Supplier shall promptly notify ORANGE of any breach to the CSR Rules or Code of Conduct that comes to its attention and implement all appropriate measures to remedy such a breach. In the event of a persistent, repeat or deliberate breach to the above obligations, ORANGE shall be entitled to terminate the present Contract in accordance with the provisions of the article "Termination".

24.2. ORANGE's environmental and health and safety requirements

In addition to the requirements of the Code of Conduct:

ORANGE may request all necessary information based on recognized standards to enable assessment of its CO2 emissions.

- 24.2.1. **Environmental provisions** - From the earlier design stage, the Supplier shall identify the negative environmental impacts (water, soil, air, smell, view and health) of its Equipment, including packaging, and Services throughout their entire life-cycle. The Supplier shall make associated data available to ORANGE, on request.

- 24.2.2. The Supplier undertakes to:

- 24.2.2.1. At the very least, set up and maintain environmental measures (objectives, legislative monitoring etc.). In such case, the Supplier shall provide to ORANGE with its implementation plan on request;
- 24.2.2.2. or demonstrate that an Environmental Management System is set up;

- 24.2.2.3. or set up and maintain an ISO 14001 (or EMAS) certified Environmental Management System and provide ORANGE with a copy of the certificate on request.
 - 24.2.3. The Supplier shall ensure that the administrative authorizations and declarations held are sufficient for the performance of its own services and the services of its chosen Subcontractors or affiliates. The Supplier shall list and make available to ORANGE all of these authorizations, declarations, environmental license(s), validations, agreements, approvals, certifications, ratifications and other compliance documents.
- 24.3. Health & Safety Provisions** - For Equipment and/or Services provided to ORANGE, the Supplier shall ensure that all of its staff and Subcontractors working on an ORANGE site comply with the laws, regulations and texts on health and safety in the workplace that specifically apply to the site or entity.
 - 24.3.1 The Supplier undertakes to:
 - 24.3.1.1 at the very least, assess the risks, control and reduce the impacts on health and safety in the work place as much as possible;
 - 24.3.1.2 or set up and maintain appropriate measures to ensure that the working conditions comply with health and safety provisions;
 - 24.3.1.3 or maintain a Health and Safety Management System within the meaning of international standards (OHSAS 18001 or similar). In case of certification, it shall provide ORANGE with a certificate's copy on request.
- 24.4. Warning mechanism** -The Supplier shall warn ORANGE in case of proven non-compliance with environmental and health and safety requirements. In case of warning, the Supplier shall as soon as possible, at least for its own part, provide ORANGE with an analysis of the situation and an action plan. This action plan will be implemented without any additional cost to ORANGE and the Supplier shall provide proof of action plan's efficiency.
- 24.5.** In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected, the other Party shall have the right to terminate the Agreement under the provisions set forth in article 25 "Termination" of the Agreement.

25. TERMINATION

- 25.1** This Contract shall be terminated in the following cases:
 - 25.1.1. by the written mutual agreement of the Parties;
 - 25.1.2. by expiration of its term;
 - 25.1.3. in the cases and conditions specifically set in this Contract; or
 - 25.1.4. by termination as follows:

Should any of the Parties breach its material obligations under this Contract, the other party may terminate the present Contract, without any court intervention, after (30) days following formal notice from non-defaulting party sent to the defaulting party by registered letter with acknowledgement of receipt, if said non-performance has not been cured within such period, and without prejudice to damages that could be claimed to the other party.

- 25.2** Should the Supplier be in breach of any of its obligations under art. 15, 18.1, 22.1 (V), 27, 30, of this Contract and if the Supplier fails to remedy the breach within thirty (30) days after the receipt of written notice by ORANGE, ORANGE may terminate the present Contract without any other formalities, without granting a term for execution and without any court's intervention.
- 25.3** ORANGE may terminate this Contract with a prior 30 days written notice to Supplier and without any court intervention in case the Supplier failure to meet SLAs as provided in Annex 5 with more than 10% of the target for three consecutive months or for 5 months in a year.
- 25.4** Termination of the Contract pursuant to paragraphs 25.2 and 25.3 above will not be considered as renunciation of ORANGE to request the penalties or the damages provided by the Contract.
- 25.5.** Termination shall be made official by registered letter with acknowledgement of receipt which shall state the following:
- 25.5.1.Date of termination effect;
 - 25.5.2.Services still to be provided until the date mentioned at point 1 above.

26 FORCE MAJEURE

- 26.1** If either Party is prevented or delayed in performing any of its obligations under the Contract by Force Majeure, it shall promptly notify, within 7 days after the impediment, the other Party of the circumstances constituting the Force Majeure and of the performance of obligations thereby delayed or prevented, and the Party giving notice shall thereupon be excused from the performance, as the case may be, of such obligation for as long as the circumstances of prevention or delay continue. The Party invoking Force Majeure shall exercise all due diligence to minimize or eliminate the hindrance or the condition created by Force Majeure, which prevents or delays the performance of its obligations
- 26.2** Notwithstanding that the Supplier may have been granted an extension of the time specified in a Planning, if by virtue of Article 24 (Force Majeure), a Party seeking relief shall be excused from the performance of any obligation for a continuous period of ninety (90) days, then either Party hereto may, at its sole discretion at any time thereafter, and provided such performance is still excused, terminate the Contract by written notice to the other Party. The Parties shall meet before to decide to terminate the Contract, any Purchase Order and to settle accounts accordingly.

27 CLEARANCE OF SITE ON COMPLETION

During the progress and upon the completion of work, the Supplier shall remove from Site, at its expense, all unwanted materials, empty boxes or crates, rubbish and temporary works of every kind, and leave the Site clean and in a workmanlike condition, in the same situation as at the moment when works started. In particular, it shall be responsible for cleaning, washing and polishing, to the reasonable satisfaction of the ORANGE and for restoring the situation as at the moment when works started, all floors, interior and exterior walls, windows and ceilings in those parts of the buildings where it or its subcontractor has worked. Where the Supplier does not request the return of the empty packages, cases, containers and wrappings, the elimination of such empties and its expense shall be borne by the Supplier.

28 PRODUCTS REMOVAL

The Supplier shall, upon termination and upon completion of the work on each Site, remove from such Site, at the Supplier's cost, the Supplier's hardware installation tools which are not ordered by the ORANGE or/and which belong to the Supplier but are not related to the project. If, within twenty-eight (28) working days after service, of the written notice by ORANGE to Supplier, the Supplier has not complied therewith, then the ORANGE may (without liability for any loss or damage) remove any such Supplier's Products, at the reasonable expense of the Supplier.

29 SCOPE OF INFORMATION AND ACCESS TO SITE

- 29.1** ORANGE shall furnish in due time all information the Supplier shall reasonably request as necessary to assure timely delivery, installation, testing and commissioning prior to each of these stages, so that to allow to Supplier to fulfill its obligations under this Contract according to the agreed planning. The exchange of information shall be made in writing in the agreed timeframe.
- 29.2** The ORANGE shall, at all reasonable times, ensure such access to Site as is necessary for the delivery of Products and rendering of Services, in order to enable the Supplier to perform its installations under the Contract in accordance with the time schedule. Such access shall be arranged between the Supplier and the ORANGE.

30 CONFIDENTIALITY

- 30.1.** Any information including but not limited to data, business information, technical information, technical guidelines, plans, sketches, models, registries, samples, tools, computer programs and documents, in electronic, written, oral form or otherwise (henceforth collectively termed "information") provided by one of the Party to the other will remain the property of the sending Party. All copies of this information, in written, graphical or other tangible form, will be returned to the Party which provided them upon request or they will be treated as the Party which provided those wishes.
- 30.2.** The Parties will not divulge, publish or provide to third parties information pertaining to the business of the other Party (unless and to the extent that this is necessary to carry out this Contract).
- 30.3.** The Parties will communicate this information exclusively to their employees, entrepreneurs, associates or representatives, in the event that this is necessary in order to fulfill the obligations undertaken in this Contract. The Parties will impose upon their employees, entrepreneurs, associates or representatives the above-mentioned confidentiality requirements.
- 30.4.** Even so, the obligation above will not be applied for information which:
- 30.4.1. were already in possession of the Party at the time they were received;
 - 30.4.2. they were already made public or became known for reasons independent of the Party which has received them;
 - 30.4.3. were acquired by the Party from a third party which had the right to transmit the information to the Party without being bound to uphold their confidentiality;
 - 30.4.4. Are required to be revealed by law, court order or by a competent authority, having a legal basis to gain possession of the information.

- 30.5.** As per the provisions of the paragraph above, these obligations to maintain confidentiality will remain in force for a duration of 3 (three) years after the termination of this Contract.
- 30.6.** The Parties understand that divulging any confidential information causes damages to the other Party, and the latter is entitled to request the payment of compensation until the full coverage of the damage caused.

31 NOTICES

- 31.1.** Any formal notice given by either Party to the other shall be in writing and sent by registered letter with acknowledgement of receipt or hand delivered by courier (DHL or similar) to the address of the Parties stated in this Contract (or as subsequently changed in writing by either Party) and shall be deemed to have been duly served on the date shown on the acknowledgement of receipt or the date of hand deliver, respectively.
Fax and Email shall not be used for notices or communications related to Termination and related to the five bullets stipulated in article 31.2 below.
- 31.2.** The Supplier shall notify the ORANGE of any and all changes that may affect the performance of the Contract. In particular, but without limitation, it shall send notice to the ORANGE of any change related to it and to:
- its name or registered name;
 - its address or registered address.
 - its shareholders
 - contact persons
 - legal representative
- 31.3** Without prior notice of any address change, all written notices sent to the old address shall be deemed to be considered valid.

Contact persons:

SUPPLIER:

Contractual aspects:

"DACOM CONSTRUCT" SRL

Address: bd. Mircea cel Batrin 8/1, ap. 127, Chisinau, Republica Moldova

Attn: Vasile Pinzaru

Phone: +373 68655200

Technical aspects:

"DACOM CONSTRUCT" SRL

Address: bd. Mircea cel Batrin 8/1, ap. 127, Chisinau, Republica Moldova

Attn: Vasile Pinzaru

Phone: +373 68655200

ORANGE:

Contractual aspects:

I.M. ORANGE MOLDOVA S.A.

Address: Chisinau, str. Alba Iulia 75, MD 2071

Attn: Marian BEJAN

Phone: 069198679

Technical aspects:

I.M. ORANGE MOLDOVA S.A.

Address: Chisinau, str. Alba Iulia 75, MD 2071

Attn: Vasile PASTICA

Phone: 069197444

32 PERSONAL DATA PROTECTION

- 32.1** "Personal Data" means any data (in whatever format and medium and whether written or oral) collected, stored, processed or transferred, that relate to an individual who can be identified directly or indirectly.
- 32.2** The Parties hereby commit to comply with applicable laws relating to the protection of each other employees' personal data and maintain all necessary registrations as required under such applicable laws.
- 32.3** The Supplier hereby commit also to comply with applicable laws relating to the protection of ORANGE 's customers/clients personal data and maintain all necessary registrations as required under such applicable laws.

33 ADDENDUMS

- 33.1.** This Contract may be modified only by a written document signed by the authorized representative(s) of each Party.
- 33.2.** The Parties acknowledge they have read and understand this Contract and are duly authorized to enter into it (including all attached schedules and amendments) and are not entering into this Contract on the basis of any representations not expressly set forth in it.

34 OTHERS

- 34.1** The failure to exercise or delay in exercising a right or remedy under this Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 34.2** The invalidity or unenforceability of any contractual provision shall not affect the other provisions of the Contract which shall remain in force. The Parties shall negotiate in good faith to make it valid and enforceable.
- 34.3.** In case of misinterpretations between provisions of the Contract and Annexes the Annexes will prevail.
- 34.4.** In case of misinterpretations between text in English and Romanian, the version of the Contract in English will prevail.

This Contract has been executed in two original counterparts, one for each Party, in Chisinau, on the date of the latest below signatures.

Agreed to and executed by the authorized representatives:

For: **I.M. "ORANGE MOLDOVA" S.A.**

For: **"DACOM CONSTRUCT" SRL**

By: _____

By: _____

Name: Olga SURUGIU

Name: Vasile PINZARU

Title: General Director

Title: Director

CONTRACT
for Fixed Access Infrastructure and Network Implementation Services
(FTTH Greenfield)

No: CNS/16653/SUN

Effective date: 01.10.2022

This Contract for providing Fixed Access Infrastructure and Network Implementation Services (FTTH Greenfield Stage 3 Extension) (hereinafter referred as the "Contract") is made by and between:

"SUN COMMUNICATIONS" S.R.L., a Moldovan company, having its registered office in str. Alba Iulia 75/lit. G, MD-2071 Chisinau, Republic of Moldova, registered with IDNO 1003600061928, VAT number 0200821, IBAN: MD26RN000000002224001931 opened at BC "Banca Comercială Română Chișinău" S.A., fil. nr.2 Puskin, bank code: RNCBMD2X504, duly represented by Mrs Maria ROTARU, acting on the basis of Power of Attorney no. 1630/22 of September 19, 2022, hereinafter referred to as "SUN", and

"DACOM CONSTRUCT" S.R.L., a Moldovan company, having its registered office in Blvd. Mircea cel Batrin 8/1, ap. 127, MD-2044, Chisinau, Republic of Moldova, registered with IDNO 1013600024797, VAT number 0405230, IBAN: no. MD11AG000000022512186214 opened at BC "Moldova Agroindbank" S.A., bank code AGRNMD2X413, duly represented by Mr. Vasile PINZARU, in his capacity of General Manager, hereinafter referred to as the "Supplier",

SUN and the Supplier are also hereinafter referred to individually as a "Party" and jointly as the "Parties".

1. DEFINITIONS AND INTERPRETATION

For purposes of this Contract, the capitalized terms shall have the following meanings:

1.1. DEFINITIONS

1.1.1. ACCEPTANCE PROCEDURE, ACCEPTANCE DAY

Means that the Services, Documentation, or Deliverables are accepted by SUN when they have successfully passed the Acceptance Procedure described in the relevant Annex. **Acceptance Day** means for any Service, Documentation, or Deliverable the date on which the Acceptance has been made by SUN in accordance with the Acceptance Procedure as set out in Annex 3.

1.1.2. AUDIT

Means all the processes, services, reports that show and prove the compliance or deviations between the real network and services implemented and the design agreed.

1.1.3. (ANY) PROCEDURE:

Means the procedure as fully described in the relevant Annex.

1.1.4. CONTRACT SUPERVISING OFFICER.

Means the person appointed to act as Contract Supervising Officer for the purposes of this Contract by written notice provided by SUN to the Supplier (which will include also his/her contact details: phone number, Email address).

1.1.5. **DAY**

Means business day.

1.1.6. **DEFECT**

Means a default or non-compliance with the relevant Specifications or agreed design, affecting the use of the Deliverables, making the use of the Deliverables impossible or not in accordance with the Documentation or Specifications.

1.1.7. **DELIVERABLE**

Means any service or equipment or network delivered by Supplier to SUN as defined in the Annexes.

1.1.8. **DESIGN**

Means all services of the project referring to network design as detailed in Annex 2 and Annex 3.

1.1.9. **DOCUMENTATION**

Means, individually and collectively, all contracts, permits, consents, agreements, certificates, authorizations, coordination, design, diagrams, flow charts or other written information which may be necessary for the use, installation, or operation of the Deliverables. This definition shall include any modifications, revisions, additions or new releases of the Documentation made by or on behalf of the Supplier or by a third party and incorporated into the Documentation.

1.1.10. **KNOW-HOW**

Means a body of technical information that is secret, substantial and identified.

1.1.11. **JUSTIFYING IMPEDIMENT**

Means and shall be limited in this contract to: acts of God, fire, explosion, flood, earthquake or other natural disaster and act of terrorism, war, embargo, strike, lockout or any similar event.

1.1.12. **PRODUCT**

Means any equipment, materials, tool, installation kit/accessories, fixed electronic communications network or element thereof, provided, built, or installed by the Supplier.

1.1.13. **SITE**

means the actual place or places in the Republic of Moldova provided or made available by SUN, to which Deliverables are to be provided (installed) or the Services are to be rendered by the Supplier, together with as much of the area surrounding the same as the Supplier shall, with the consent of SUN, actually use other than for the mere purpose of access.

1.1.14. **SERVICE(S)**

Means, individually and collectively, any of the services set forth in this Contract that SUN may purchase from the Supplier, including but not limited

to build, construction, access, installation and commissioning, maintenance, repair, training, data management, program management, project management, testing, technical assistance service.

1.1.15. **SLA or SERVICE LEVEL AGREEMENT**

Means the set of quality parameters committed by the Supplier in relation with the provided Deliverables and Services, as described in Annex 6.

1.1.16. **SPECIFICATIONS**

Means any documents, and any update hereto, describing the requirements for the Deliverables, as more fully described in the Annexes.

Other terms and abbreviations used in this Contract have the meaning specified in this Contract or Annexes.

2. PURPOSE AND SCOPE OF THIS CONTRACT

- 2.1. The purpose of this Contract is to define the minimum terms and conditions applicable to the provision of Deliverables and other related Services. A detailed description of the Deliverables and Services is set out in Annexes 1,2,3,4,5,6,7,8 of this Contract.
- 2.2. Any of these annexes can be modified with the consent of both parties considering that the evolutions of the technology and services as well as changes in the organization of both parties that affect processes and flows.

3. TERM OF THE CONTRACT

This Contract shall be effective from the date of its signature (the “**Effective Date**”) for a period till 31.12.2023, unless or until terminated by either party in accordance with Clause 25 below. Any renewal beyond said term must be expressly agreed upon by both parties and shall be concluded in the form of an addendum to the contract.

4. QUOTATION AND ORDERING PROCEDURE

- 4.1. Subject to Clause 5.1, SUN will issue Purchase Order(s) for the activities to be performed by the Supplier, as per the agreed schedule, and the Supplier will accept such Purchase Order(s) as per Clause 4.4.
- 4.2. A Purchase Order may be sent to the Supplier in electronic format at the following address: office@datacomconstruct.com
- 4.3. Each Purchase Order issued by SUN to Supplier shall include, if relevant, without limitation, the following information:
- SUN's name and address,
 - Reference number of the Order and the Contract,
 - name of SUN's contact,
 - location to which the Deliverable is to be provided,
 - description of the Deliverable ordered,
 - listing of any Service being ordered,
 - price of the Deliverables ordered,
 - invoicing address,
 - shipping instructions, if applicable.

- 4.4. The Supplier shall notify SUN in writing of its acceptance of the Order within five (5) Days after its receipt. The date of such notification shall be deemed the effective date of the Order. In the event Supplier fails to provide its acceptance of such Order in writing within such period, such Order shall be deemed accepted by Supplier at the completion of such 5 Days term. It is being understood that Supplier shall not be obliged to accept Orders where the requested Deliverables are not in accordance with the terms and conditions of this Contract. If Supplier determines that the Order is not in compliance with such terms and conditions, this shall be set forth in the notification, and such Order shall be deemed rejected. Any such rejected Order shall not be deemed accepted until the Parties mutually agree in writing upon the amendments to be made to it. The Supplier may not reject an Order where the requested Deliverables are in accordance with the terms and conditions of this Contract.

5. PRICES, CURRENCY AND EXPENSES

- 5.1. The estimated value of this Contract is 13,141,758 Moldovan Leu (thirteen million one hundred forty-one thousand seven hundred fifty-eight MDL). However, this Contract does not constitute a commitment from SUN to issue Orders under it. In this respect, the quantities mentioned in this Contract are only estimates and do not constitute a firm commitment to purchase Deliverables. This Contract does not define any minimum or maximum contractual quantities of Deliverables to be purchased by SUN throughout the contract term.
- 5.2. The unitary prices are listed in Annex 4 exclusive of VAT. The currency used to express the prices is Moldavian Leu (**MDL**).
- 5.3. The Supplier commits that the unitary prices submitted during the selection process will remain fix throughout the contract period as per Annex 4. Thus, the prices listed in Annex 4 are fixed prices ("pret forfetar") and shall include all costs and expenses of whatever kind related to the provision of the relevant Deliverables and Services (including overhead expenses, subcontracting costs, travel and accommodations costs, warehousing, etc.).
- 5.4. At the beginning of each calendar year, the Supplier shall grant SUN a discount of 2% (two percent) on the total value of services invoiced by the Supplier under this Contract during the previous year. Such discount shall be granted in the form of credit note or reimbursement to SUN's bank account.

6. INVOICING AND PAYMENT

- 6.1. The Supplier shall invoice SUN with an amount equal to the value of the services for which the Conditional Acceptance Certificate/Final Acceptance Certificates, as applicable, has been issued pursuant to the Acceptance Procedure detailed in Annex 3.
- 6.2. Each month the Supplier will invoice SUN for 100% of the value of the Deliverables and Services validated by SUN in the previous month, as follows:

Invoicing Table	Network Planning deliverables validated by SUN	Permits and agreements (other than MDU Agreements) for Network Construction deliverables validated by SUN	MDU Agreements deliverables validated by SUN	Low Level Design deliverables validated by SUN	Network construction deliverables validated by SUN	Network Acceptance deliverables validated by SUN
Network Planning (per locality)	FAC					
Permits and agreements (other than MDU Agreements) (per locality)		FAC				
MDU Agreements (per MDU)			FAC			
LLD FN (per FTA) LLD DN (per ZA)				FAC		
Network Construction (per FTA in FN) (per ZA in DN)					CAC	FAC

CAC – Conditional Acceptance Certificate

FAC – Final Acceptance Certificate

6.3. Subject to Clause 14.2.4, SUN shall make payment of the invoice value within Sixty (60) calendar days from Acceptance, as follows:

Invoicing Table	Network Planning deliverables validated by SUN	Permits and agreements (other than MDU Agreements) for Network Construction deliverables validated by SUN	MDU Agreements deliverables validated by SUN	Low Level Design deliverables validated by SUN	Network construction deliverables validated by SUN	Network Acceptance deliverables validated by SUN
Network Planning (per locality)	FAC (100%)					
Permits and agreements (other than MDU Agreements) (per locality)		FAC (100%)				
MDU Agreements (per MDU)			FAC (100%)			
LLD FN (per FTA) LLD DN (per ZA)				FAC (100%)		
Network Construction (per FTA in FN) (per ZA in DN)					CAC (60%)	FAC (40%)

The above percentages indicate the quota of the invoice value payable for the relevant Deliverable or Service.

- 6.4. Each Invoice issued by the Supplier shall clearly mention the following information as well as other information that is compulsory under the Moldovan law:
- number of SUN 's Purchase Order
 - description of the invoiced Deliverables and Services in line with the name of the ordered items described in the Purchase Order
 - unitary price and total value of the invoiced Deliverables and Services
 - SUN's name and address
 - Supplier's name and address
 - SUN's VAT number
 - Supplier's VAT number
 - VAT Rate
 - Discount value (if applicable)
 - SUN's bank account
 - Supplier's bank account
 - SUN's IDNO
 - Supplier's IDNO
 - Date of issuance of the invoice
 - Site Code, where the Deliverables or Services were provided.

Each invoice shall clearly evidence the VAT amount as per the Moldovan legal provisions, separately on the invoice.

- 6.5. The Supplier shall send the original Invoices and related deed of Acceptance (act de primire-predare) as per Clause 6.2 to SUN at the following address:

Sun Communications S.R.L.
MD-2071, Chisinau, str. Alba Iulia 75, bloc lit. G
Attn: Accounting Department

The invoice issued by the Supplier must be submitted to SUN weekly, no later than 2 (two) working days after the date of invoice issuance. Each invoice shall clearly evidence the Purchase Order (PO) which it refers to.

- 6.6. In case the invoices are not filled in properly or are not accompanied by the relevant deed of Acceptance, SUN shall send back the invoice in order to be cancelled and filled in properly or supplemented by the necessary deed of Acceptance. In this case the payment will be delayed until SUN will receive the correct invoice and deed of Acceptance.
- 6.7. Unless otherwise agreed between the Parties, all payments made under this Contract shall be free of all bank charges. Such charges shall be the responsibility of the paying Party. The amounts due under this Contract shall be remitted by means of wire transfer to the bank address notified by each Party to the other.
- 6.8. If payment is delayed, the Supplier may charge late payment interest of 0.1% from the overdue amount per day of delay, unless SUN's failure to pay is due to Supplier's failure to comply with its obligation under this Contract or an Order. Late payment interest shall be calculated as from the day following the due date of payment up to the actual day the Supplier's account is credited. However, late payment interest may not exceed Ten Per Cent (10%) of the invoice value.

7. VALUE ADDED TAX

- 7.1. Except where otherwise expressly provided in this Contract, the Supplier's prices specified in this Contract are exclusive of VAT.

- 7.2. The Supplier's invoices issued under this Contract shall detail:
 - 7.2.1. corresponding amount or unitary price exclusive of Value Added Tax (hereinafter called "a tax exclusive price or charge"), and
 - 7.2.2. amount of such Value Added Tax.
- 7.3. SUN shall pay:
 - 7.3.1. such tax exclusive price or charge to the Supplier, and
 - 7.3.2. VAT in accordance with the tax regulations in Moldova at the rate then in force.

8. DELIVERY, IMPLEMENTATION & ACCEPTANCE, TRANSFER OF TITLE AND RISKS

- 8.1. The Deliverables and Services shall be provided by the Supplier in accordance with the schedule agreed between the Parties in writing.
- 8.2. The implementation and acceptance of the Deliverables and Services shall be in accordance with the requirements set out in Annexes 2 and 3.
- 8.3. Unless otherwise agreed in Annex 3, the Acceptance procedure shall follow the provisions described below:
 - 8.3.1. Acceptance procedure is initiated by the Supplier upon completion of the acceptance tests, by Five (5) Days prior written notice to SUN, enclosing all relevant confirming documents.
 - 8.3.2. A reception commission consisting of at least one representative designated by each Party will examine the Deliverables and Services proposed for Acceptance.
 - 8.3.3. Minor defects that in SUN's opinion do not affect the use or operation of the Deliverables will be indicated in the Conditional Acceptance Certificate signed by the representatives of both Parties, together with the term for fixing the defects.
 - 8.3.4. After the expiration of the term mentioned in the Conditional Acceptance Certificate the representatives of the Parties will meet again and will examine the improvements made by the Supplier.
 - 8.3.5. After the successful finalization of the Acceptance Procedure, the Parties' representatives will sign the Final Acceptance Act.
 - 8.3.6. The Services and/or Deliverables may not be accepted tacitly.
- 8.4. Title to the Deliverables and the risks of loss or damage to the Deliverables shall remain with the Supplier until the Acceptance of such Deliverables by SUN pursuant to the Final Acceptance Act.
- 8.5. The Parties agree that the Acceptance of the Services/Deliverables does not relieve the Supplier of the liability for hidden defects detected during the warranty term.

9. DESIGN, INTEGRATION AND INTEROPERABILITY, AUDIT

- 9.1. The Supplier shall obtain SUN's approval for all Design services before the start of implementation of the related Deliverables (equipment/network).

- 9.2. All Design services shall allow integration and full interoperability of the Deliverables into/with SUN's network.
- 9.3. The Supplier shall keep updated and accurate all design documentation per cluster / Site. The Supplier shall promptly adjust all design documentation per cluster / sites with the last design version validated by SUN.
- 9.4. SUN shall be entitled at any time to perform full or partial audit with respect to Deliverables & Services implemented. Any deviation between the design agreed with SUN and the Deliverables & Services field status, as resulted from the audit, should be corrected within One (1) month from the submission of the audit report to the Supplier.

10. TIME FOR COMPLETION - EXTENSION OF TIME FOR COMPLETION

- 10.1. The Supplier shall perform its obligations related to Deliverables and Services implementation within the time frames defined as KPI target values in Annex 6.
 - 10.1.1. At the Supplier's substantiated request, SUN may grant an extension for the implementation of the specific Deliverables and/or Services.
 - 10.1.2. In all cases where the Supplier makes a request under Clause 10.1.1., the Parties shall consult in order to determine reasonable steps (if any) to be taken to overcome or minimize the actual or anticipated delay. Such extension or steps shall not affect the specified prices for such Deliverables and/or Services, even if there is an extra cost for the Supplier.
- 10.2. Should the implementation of the specific Deliverables and/or Services be delayed without any default or negligence on the part of the Supplier, by reason of any of the following causes:
 - 10.2.1. Any default or negligence on the part of SUN; or
 - 10.2.2. Force Majeure,the Supplier shall be entitled to an extension of the agreed completion date equal to the duration of such delay.

11. PERFORMANCE BANK GUARANTEE

- 11.1. The Supplier shall, within Thirty (30) Days following the date of acceptance of the first Purchase Order by the Supplier, provide SUN with an irrevocable, unconditional first-demand Performance Bank Guarantee, in the form agreed by SUN, in the amount of Ten Per Cent (10%) of the estimated value of this Contract as defined in Clause 5.1, from a Moldovan bank accepted by SUN, as security for the timely, proper and complete performance and observance by the Supplier of all stipulations, terms, conditions and obligations of this Contract.
- 11.2. The Performance Bank Guarantee shall be valid throughout the term of the Contract and One (1) year from the date of its expiry.
- 11.3. Any and all costs associated with such Performance Bank Guarantee shall be exclusively borne by the Supplier.

- 11.4. SUN shall have the right to enforce the Performance Bank Guarantee in the event that the Supplier fails to pay, within thirty (30) Days from receipt of the relevant written request from SUN, any penalties and/or damages that SUN may claim pursuant the clauses of this Contract.

12. SUBCONTRACTING AND ASSIGNMENT

- 12.1. The Supplier shall perform its obligations under this Contract personally. Except where otherwise expressly provided by this Contract, the Supplier shall not subcontract its obligations or any part thereof without the prior written consent of the SUN. SUN reserves the right to investigate the qualifications of any proposed subcontractor before giving its consent. Such consent shall not be unreasonably withheld. The breach of this clause by the Supplier shall constitute a material breach of this Contract.
- 12.2. To obtain the SUN's written consent of a subcontractor, the Supplier shall provide SUN with the following documents:
- 12.2.1. Name and address of the subcontractor;
 - 12.2.2. Complete description of the scope and amount of the Deliverables to be provided or Services to be rendered by the subcontractor;
 - 12.2.3. Certificate from the subcontractor attesting that it is not under any interdiction, restraint or any other prohibition, legal, contractual or otherwise, that would prevent the proposed subcontracting;
 - 12.2.4. Subcontractor's previous experience with similar activities;
 - 12.2.5. Contact information of customers for whom the subcontractor performed similar activities.

Any further modification of the scope or amount of the Deliverables to be provided or Services to be rendered by the subcontractor shall be promptly notified by the Supplier to and agreed by SUN.

- 12.3. The Supplier shall ensure that any subcontract shall be on terms which will enable the Supplier to comply with its obligations under this Contract. Nothing herein contained shall create any contractual relationship whatsoever between any subcontractor and SUN.
- 12.4. SUN may, by written notice to the Supplier, revoke the consent given in accordance with Clause 12.1 in the event of the subcontractor's persistent failure to meet KPI or SLA. Not later than Three (3) months from such revocation, the Supplier shall ensure that such subcontractor should not be any longer involved in the implementation of the Deliverables or Services. The breach of this clause by the Supplier shall constitute a material breach of this Contract.
- 12.5. Any consent given by SUN under Clause 12.1 shall not release the Supplier from any of its obligations under this Contract and liability for the actions and omissions of the subcontractor. The Supplier shall bear full responsibility for the defaults and negligent acts and/or omissions of any subcontractor (whether or not approved by SUN), its agents, employees or other representatives as fully as if they were negligent acts, omissions or defaults of the Supplier, its agents, employees or other representatives.

- 12.6. The Supplier shall hold harmless and indemnify SUN for any cost, damage, loss or expense caused by, consecutive to, or more generally related to, any negligent act, omission or default of any subcontractor (whether or not approved by SUN).
- 12.7. The Supplier shall not assign this Contract or any part thereof to any person without the prior written consent of SUN.
- 12.8. SUN may assign this Contract or any part thereof to any of its affiliates, including, but not limited to I.M. Orange Moldova S.A., without the prior written consent of the Supplier. SUN shall give the Supplier written notice of any such assignment.
- 12.9. Any assignment or subcontracting by either Party not in compliance with the provisions of this Contract shall be null and void.

13. PERFORMANCE OF THE SERVICES – QUALITY ASSURANCE

- 13.1. **PERFORMANCE OF THE SERVICES:** In the implementation by Supplier of any Deliverables or Services ordered under this Contract, Supplier undertakes:
- 13.1.1. To provide the Deliverables and perform the Services in a professional manner in accordance with this Contract and within the milestone schedule agreed between the Parties,
 - 13.1.2. To meet SUN's requirements specified in the Contract or Purchase Order agreed by the Supplier,
 - 13.1.3. To respect all the procedures set forth by this Contract,
 - 13.1.4. To respect the appropriate safety and security rules,
 - 13.1.5. To inform promptly SUN of any difficulty preventing the implementation of the Contract and related Orders,
 - 13.1.6. To provide the Deliverables and Services in accordance with the agreed conditions as defined in the Annexes.
- 13.2. **QUALITY ASSURANCE:** Supplier shall ensure Quality Assurance of the Deliverables and Services in accordance with the provisions of this Contract.

14. KPIS/SERVICE LEVEL AGREEMENT AND PENALTIES

- 14.1. The KPIs and Service Level Agreement are described in Annex 6.

14.2. Penalties:

- 14.2.1. If the Supplier fails to comply with the agreed KPIs as defined in Annex 6, SUN may charge the Supplier the following penalties:

KPI	DESCRIPTION OF KPI	Penalty*	To be applied to
1.3	Time to deliver FN+DN HLD per locality (district)	Penalty of 1% for every 5 days deviation above 30 days	The value of the FN+DN HLD services provided by the Supplier pursuant to the relevant PO
1.4	Time to correct FN+DN HLD per locality (district)	Penalty of 1% for every 3 days deviation above 5 days	The value of the FN+DN HLD services provided by the Supplier pursuant to the relevant PO
1.5	% of successful MDUs installations among MDUs with agreements	Penalty of 1% for every 3% deviation below 97%	The value of the MDUs agreements management services provided by the Supplier pursuant to the relevant PO

1.6	Time to provide 'FN FTA LLD' or 'DN ZA LLD'	Penalty of 1% for every 3 days deviation above 10 days	The value of 'FN FTA LLD' or 'DN ZA LLD' services, as applicable, provided by the Supplier pursuant to the relevant PO
1.7	Time to correct FN FTA LLD or DN ZA LLD	Penalty of 1% for every 2 days deviation above 2 days	The value of 'FN FTA LLD' or 'DN ZA LLD' services, as applicable, provided by the Supplier pursuant to the relevant PO
1.8	% TCO deviation 'LLD' vs 'HLD' per locality (district)	Penalty of 1% for every 3% deviation (increase) above 10%	The value of the services part included in the LLD TCO pursuant to the relevant PO
1.9	% Monthly delivery planning accuracy (HHs passed vs planned)	Penalty of 1% for every 5% deviation below 90%	The value of the network construction services provided by the Supplier over measured period pursuant to the relevant PO**
1.10	FN FTA network construction	Penalty of 1% for every 10 days deviation above 10 days	The value of the FN FTA network construction services provided by the Supplier pursuant to the relevant PO
1.11	DN ZA network construction	Penalty of 1% for every 10 days deviation above 10 days	The value of the DN ZA network construction services provided by the Supplier pursuant to the relevant PO
1.12	% of HHs passed out of total HHs per locally (district) ZA in 2 months	Penalty of 1% for every 10% deviation above 50%	The value of the network construction services provided by the Supplier over measured period pursuant to the relevant PO**
1.13	% of HHs passed out of total HHs per locally (district) in 4 months	Penalty of 1% for every 10% deviation above 70%	The value of the network construction services provided by the Supplier over measured period pursuant to the relevant PO**

* For the avoidance of doubt, the penalty shall be applied as follows: for example, if the penalty is 1% for every 5% deviation below 90%, then the applicable rate of penalty for a deviation of 3% below 90% is 1%. If the deviation is 7% below 90%, then the applicable rate of penalty is 2%, etc.

** The value of the network construction services provided by the Supplier over a period shall be determined pursuant to the PO applicable to the locality (district) in which the deviation from the agreed monthly implementation schedule occurs.

14.2.2. In the event that the Supplier fails to comply with KPIs 1.5, 1.8, 1.9, 1.12 and/or 1.13 set out in Clause 14.2.1, then in addition to the penalties set out in Clause 14.2.1, SUN may charge the Supplier a penalty for late delivery equal to 0.1% of the value to which the relevant penalty set out in Clause 14.2.1 applies, for each day of delay. However, the amount of the penalty for late delivery applicable in respect of a PO may not exceed Twenty Per Cent (20%) of its value.

14.2.3. The penalties set out in Clause 14.2.1 and 14.2.2 shall be cumulative.

14.2.4. The Supplier shall pay the penalties to SUN no later than Thirty (30) calendar days from receiving the respective SUN's invoice. SUN may deduct the amount of penalties from any payment due to the Supplier under this Contract and give written notice thereof to the Supplier.

15. WARRANTY

15.1. Without prejudice to any Moldovan legislation provision with respect to warranty, the Supplier warrants to SUN that all Products, Deliverables and Services shall have a warranty period provided by the Moldovan law or of minimum Two (2) years, whichever is longer, which shall start from the FAC date.

- 15.2. The Supplier shall support all repair and restoration costs related to the defects found during the warranty period.
- 15.3. If the defect mentioned in Clause 15.2 affects the normal use or operation of the Deliverables, the repairs and restoration shall be completed within Twenty Four (24) hours from SUN's notification. In all other cases, the repairs and restoration shall be completed within Ten (10) Days from SUN's notification.
- 15.4. If the above repair and restoration periods are not meet by the Supplier, SUN may charge the Supplier a penalty of One Thousand (1,000) MDL for each day of delay. In addition, SUN is entitled to perform the repair and restoration works itself or request a third party to do the same and charge the Supplier for the related costs.
- 15.5. Repair and restoration costs related to the defects found after the warranty period or not covered by the warranty shall be borne by SUN.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. All the Documentation and Deliverables, including all related Intellectual Property Rights, shall be SUN's exclusive property.
- 16.2. Each Party shall remain the owner of its own Intellectual Property Rights and Know-how. It is expressly agreed between the Parties that no title or ownership with regards to either Party's Intellectual Property Rights or Know-how shall be transferred to the other Party as a result of this Contract and/or any Order.
- 16.3. The Supplier shall hold harmless and defend SUN against any claims for infringement of any third party industrial or intellectual property rights arising from the use of the Products and Deliverables, and the Supplier shall indemnify SUN for any damages awarded against SUN by a final judgment based exclusively on the determination of the existence of an infringement originally imputable to the Supplier, provided that SUN (i) shall have promptly (the earliest possible) notified the Supplier in writing of any such claim or threatened legal action against it, (ii) shall not have compromised or settled such claim of infringement without the Supplier's prior written consent, (iii) shall permit the Supplier to conduct, at the Supplier's own expense, any ensuing litigation and all negotiations for a settlement of the claim and provide the Supplier full authority to manage the defense or settlement of the claim, and (iv) shall provide the Supplier, at the Supplier's expense, full co-operation and assistance, including but not limited to the communication of all relevant documents and information in its possession.
- 16.4. This indemnity shall not apply to any claim which is based on (i) the Supplier's compliance with SUN's design, instructions or specifications, or (ii) the assembly, combination, operation or use of such Deliverables or part thereof with any product not supplied by Supplier if such infringement would have been avoided by the use of the Deliverables without such product, or (iii) modification of the Deliverables or part thereof by SUN or any third party without Supplier's prior written consent.
- 16.5. To the extent any part of the Deliverables is held by court decision to be infringing the patent or other intellectual property rights of a third party, the Supplier, at its discretion and expenses, shall be entitled to (i) attempt to obtain from the third party the right for SUN to use the infringing part of the Deliverables, or (ii) modify or replace such infringing part thereof so that it becomes non infringing, provided that such modification or replacement shall

not impair the value of the Deliverables or the operation for the purpose for it was supplied.

17. LABOUR

- 17.1. The Supplier shall, unless otherwise expressly provided in the Contract, make its own arrangements for hiring all workers and for their payment, housing, feeding and transport. The Supplier shall be responsible, at its own expense, for all matters relating to labor required by it and its subcontractors for the due performance of the Contract, including, without limitation:
 - 17.1.1. recruitment, hiring, payment, housing, feeding and transport of workers;
 - 17.1.2. acquisition of permits or similar approvals, if necessary, for foreign employees and the provision of transport and accommodation for such foreign employees.
- 17.2. The Supplier shall observe all local regulations as to hours of work, rates of pay and other labor conditions and, where no such regulations exist, shall observe hours of work and rates of pay in accordance with conditions normally observed on the Site. The Supplier shall also take adequate measures to ensure fair and reasonable conditions of work for the health, safety and welfare of the workers.
- 17.3. The Supplier shall be responsible for the performance and behavior of the employees, agents and representatives of the Supplier and of any subcontractor. The personnel working according to this Contract shall remain the Supplier's or subcontractor's employees. In this respect the Supplier (or the subcontractor) is responsible for all payments of their salary, social contributions, and all administrative issues.
- 17.4. The Supplier shall render the Deliverables and Services hereunder using only:
 - 17.4.1. such human resources as are skilled and experienced in their respective professions and such sub-agents, foremen and leading hands as are competent to give proper supervision, and
 - 17.4.2. such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely performance hereunder.
- 17.5. SUN shall have the right to object to any person hired as an employee, agent or representative of the Supplier or of a subcontractor, who commits acts of incompetence or negligence or for any other justified and reasonable cause, in consultation with the Supplier. The Supplier shall then promptly forthwith remove or arrange for the removal from the Site or SUN's premises of any such person and replace or arrange replacement by another. Such person shall not be reemployed without permission of SUN.
- 17.6. Whenever the Supplier becomes aware that any actual or potential labor dispute is delaying or threatening to delay the timely performance of this Contract, the Supplier shall immediately give SUN notice thereof and all relevant information with respect thereto. Labor disputes related to the personnel employed by the Supplier or its subcontractors shall not be grounds for any change in the provisions of this Contract, including, but not limited to, the price and the time schedules specified in this Contract, unless otherwise agreed.
- 17.7. The Supplier's personnel must under no circumstances be considered as personnel, employees, agents or subcontractors of SUN. The Supplier is

responsible, without any limit, for the administrative, accounting and social management of its personnel.

18. SAFETY PRECAUTIONS / FIRE RISKS

- 18.1. The Supplier shall, at its own expense, observe and perform all obligations, under any applicable law or other regulation in respect of precautions for the Labor safety and health of the work force of the Supplier and of any subcontractor or any other persons, and that of all property affected by the performance of this Contract.
- 18.2. In performance of the Services, the Supplier shall take all reasonable precautions in order to safeguard the Products on the Site or any other property of SUN or of any other person from loss or damage by fire.
- 18.3. No part of the Deliverables may be removed from the Site without informing the Contract Supervising Officer.
- 18.4. At SUN's premises, the Supplier shall also comply with such instructions it may receive from time to time from SUN.

19. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

Each Party shall be responsible for damage to public or private property caused by its own personnel, agents or representatives. In particular, the Supplier shall without undue delay make good and pay for the reinstatement of any damages caused by the personnel, agents or representatives of the Supplier or of its subcontractors.

20. CLEARANCE OF SITE ON COMPLETION

- 20.1. During the progress and upon the completion of work, the Supplier shall remove from the Site, at its expense, all unwanted materials, empty boxes or crates, rubbish and temporary works of every kind, and leave the Site clean and in a workmanlike condition, in the same situation as at the moment when works started. In particular, it shall be responsible for cleaning, washing and polishing, to the reasonable satisfaction of SUN and for restoring the situation as at the moment when works started, all floors, interior and exterior walls, windows and ceilings in those parts of the buildings where it or its subcontractor has worked. Where SUN does not request the return of the empty packages, cases, containers and wrappings, the elimination of such empties and its expense shall be borne by the Supplier.
- 20.2. If, within Three (3) Days after service of the written notice by SUN to the Supplier, the Supplier has not complied therewith, then SUN may (without liability for any loss or damage) perform these activities, at the reasonable expense of the Supplier.

21. PRODUCTS REMOVAL

The Supplier shall, upon completion of the work on each Site, remove from such Site, at the Supplier's cost, the Supplier's Products. If, within Three (3) Days after service of the written notice by SUN to the Supplier, the Supplier has not complied therewith, then SUN may (without liability for any loss or damage) remove any such Supplier's Products, at the reasonable expense of the Supplier.

22. SCOPE OF INFORMATION AND ACCESS TO SITE

- 22.1. SUN shall furnish in due time all information the Supplier shall reasonably request as necessary to assure timely delivery, installation, testing and commissioning prior to each of these stages, so that to allow the Supplier to fulfill its obligations under this Contract according to the agreed planning. The exchange of information shall be made in writing in the agreed timeframe.
- 22.2. SUN shall, at all reasonable times, ensure such access to Site (excluding MDUs access to which was negotiated by the Supplier on behalf of SUN) as is necessary for the delivery of Products, implementation of Deliverables and rendering of Services, in order to enable the Supplier to perform its obligations under the Contract in accordance with the agreed time schedule. Such access shall be arranged between the Site owner and SUN.

23. LIMITATION OF LIABILITY

- 23.1. Neither Party shall be liable to the other Party, under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise, for any loss of profit, goodwill, business opportunity, anticipated saving or any type of special, indirect or consequential loss or damage.
- 23.2. The above exclusions and limitations of liability shall not apply to the Parties' respective liability for (i) breach of a confidentiality obligation, (ii) death or bodily injury and (iii) damages caused by their gross negligence or wilful misconduct, and shall apply only to the extent permitted by applicable law.

24. JUSTIFYING IMPEDIMENT

- 26.1. Neither Party shall be liable for its failure to comply with its obligations under this Contract if such failure is due to an impediment outside of such Party's control and if such Party may not be reasonably required to avoid or overcome such impediment or its consequences. The provisions of Article 904 of the Moldovan Civil Code or any provisions replacing or modifying such articles shall apply accordingly.

25. TERMINATION

- 25.1. This Contract shall be terminated, without any court's intervention and without any other formalities, in the following cases:
 - 25.1.1. by any Party, with immediate effect, when the other Party is in material breach of any of the provisions of this Contract and does not or is not capable of remedying such breach within thirty (30) calendar days of receipt of a written notice to such effect;
 - 25.1.2. by any Party if any major provision of this Contract becomes void or unenforceable for any reason under any applicable law or regulation by competent jurisdiction, regulatory or governmental body and cannot be replaced with a valid provision leading to a similar result;
 - 25.1.3. by a Party, with immediate effect, vis-à-vis another Party, if such other Party becomes insolvent, has a receiver, manager, administrator or administrative receiver appointed over all or part of its assets, enters into a composition generally with its creditors or suffers any similar event in any jurisdiction;

- 25.1.4. by mutual written agreement between the Parties; or
- 25.1.5. by either Party, if a justifying impediment prevent either Party from performing the Contract and such impediment lasts for more than Three (3) months.
- 25.2. Notwithstanding Clause 25.1, if, for KPI 1.9 (% Monthly delivery planning accuracy (HHs passed vs planned)) set out in Clause 14.2.1, the deviation is more than 10% below 90% during Three (3) successive months or Five (5) months in any successive Twelve (12) months period, SUN may terminate this Contract on Thirty (30) Days prior written notice to the Supplier, without any court's intervention and without any other formalities.
- 25.3. Notice of termination may only be given by registered letter with acknowledgement of receipt and shall state at least:
 - 25.5.1. Grounds for termination;
 - 25.5.2. Effective date of termination.
- 25.4. Upon termination or expiry of this Contract, all rights and obligations of the Parties shall immediately cease to have effect, except that termination shall not affect:
 - 25.4.1. any of their respective accrued rights and obligations at the date of termination; and
 - 25.4.2. rights and obligations resulting from those provisions of this Contract that pursuant to their terms shall survive termination including this Clause 25 and Clause 26.
- 25.5. Termination of this Contract shall not exonerate the Supplier from the obligation to pay the penalties applicable in accordance with this Contract.

26. CONFIDENTIALITY

- 26.1. Any information including but not limited to data, business information, financial information, technical information, technical guidelines, plans, network design, sketches, models, registries, samples, tools, computer programs and documents, in electronic, written, oral form or otherwise (henceforth collectively termed "information") provided by one of the Party to the other will remain the property of the sending Party. All copies of this information, in written, graphical or other tangible form, will be returned to the Party which provided them upon request or they will be treated as the Party which provided those wishes.
- 26.2. The Parties will not disclose, publish or provide to third parties information pertaining to the business of the other Party (unless and to the extent that this is necessary to perform this Contract).
- 26.3. The Parties will communicate this information exclusively to their employees, agents or representatives and those of their subcontractors, in the event that this is necessary in order to fulfill their obligations undertaken in this Contract. The Parties will impose upon their employees, agents or representatives and upon those of their subcontractors the above-mentioned confidentiality requirements.
- 26.4. Even so, the obligation above will not be applied for information which:
 - were already in possession of the Party at the time they were received;

- they were already made public or became known for reasons independent of the Party which has received them;
- were acquired by the Party from a third party which had the right to transmit the information to the Party without being bound to uphold their confidentiality;
- are required to be revealed by law, court order or by a competent authority, having a legal basis to gain possession of the information.

26.5. As per the provisions of the paragraph above, these obligations to maintain confidentiality will remain in force for a duration of Three (3) years after the termination of this Contract.

26.6. The Parties understand that disclosing any confidential information causes damages to the other Party, and the latter is entitled to request the payment of compensation until the full coverage of the damage caused.

27. NOTICES

27.1. Any formal notice given by either Party to the other shall be in writing and sent by registered letter with acknowledgement of receipt or hand delivered or sent by electronic mail to the address of the Parties stated in this Contract (or as subsequently changed in writing by either Party) and shall be deemed to have been duly served on the date shown on the acknowledgement of receipt or the date of hand delivery, respectively. Notices sent by electronic mail shall be deemed to have been duly served on the next business day after they are sent.

27.2. The Supplier shall notify SUN of any and all changes that may affect the performance of the Contract. In particular, but without limitation, it shall send notice to SUN of any change related to:

- its registered name;
- its registered address or its address for correspondence;
- control over the Supplier;
- contact persons and/or their contact details;
- legal representative.

27.3. Without prior notice of any address change, in accordance with this Clause 30, all written notices sent to the old address shall be deemed to be considered valid.

27.4. The Parties' Contact persons:

Supplier:

Contractual aspects:

Dacom Construct SRL

Address: bd. Mircea cel Batrin 8/1, ap. 127, Chisinau, Republica Moldova

Attn: Vasile Pinzaru

Phone: +373 68655200

Technical aspects:

Dacom Construct SRL

Address: bd Mircea cel Batrin No 8/1, ap. 127, Chisinau, Republica Moldova

Attn: Vasile Pinzaru

Phone: +373 68655200

SUN:

Contractual aspects:

Sun Communications SRL

Address: str. Alba Iulia 75, bloc G, MD-2071 Chisinau, Republic of Moldova

Attn: Marian Bejan

Phone: 069198679

Technical aspects:

Sun Communications SRL

Address: str. Alba Iulia 75, bloc G, MD-2071 Chisinau, Republic of Moldova

Attn: Artur Lapicus

Phone: 069198433

28. PERSONAL DATA PROTECTION

- 28.1. **"Personal Data"** means any data (in whatever format and medium and whether written or oral) collected, stored, processed or transferred, that relate to an individual who can be identified directly or indirectly.
- 28.2. The Parties hereby commit to comply with applicable laws relating to the protection of each other employees', agents' and representatives' personal data as required under such applicable laws.
- 28.3. The Supplier hereby commit also to comply with applicable laws relating to the protection of personal data of customers of SUN and SUN's affiliates as required under such applicable laws.

29. COVID-19

- 29.1. The Parties acknowledge that disruptions related to the COVID-19 virus continue to evolve. In this context, local and national authorities have adopted (or may adopt in the future) restrictive measures or have recommended (or may recommend in the future) measures that may impact the provision of the Services. The parties will endeavor in good faith to limit the impact of such measures on the performance of their obligations under this Contract, including but not limited to deadlines, and agree to inform each other about the possible impact on contractual obligations (if applicable).
- 29.2. Notwithstanding anything to the contrary within this Contract, the Parties acknowledge that deviations from the agreed upon deadlines for their obligations under this Contract may be required due to the effect of the restrictions on their activities in which case the affected party will not be liable for the effects caused by such delay, and the applicable deadlines will be deferred accordingly. The affected party will inform the other party as soon as possible, should such a situation occur.

30. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 30.1. This Contract shall be governed by, interpreted, and enforced in accordance with the laws of the Republic of Moldova.
- 30.2. The Parties shall use their best efforts to resolve disputes without recourse to judicial proceedings.
- 30.3. Any dispute or claim arising out of or in connection with this Contract, including breach, termination or invalidity thereof, shall be settled finally by arbitration under the Rules of Arbitration of the Chisinau International Court

of Commercial Arbitration of the American Chamber of Commerce in Moldova. The arbitral tribunal shall consist of three arbitrators. The seat of arbitration shall be Chisinau, the Republic of Moldova. The language of the arbitral proceedings shall be Romanian.

31. COMPLIANCE

31.1. SUN acts in accordance with the values and guidelines of the “Orange Group Code of Ethics” and the “Orange Group’s anti-corruption policy” available on www.orange.com (Supplier Code of conduct: <http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

31.2. In this regard, each Party undertakes to comply with all national, European and international legal and regulatory provisions applicable to their business related to fight against corruption, notably OCDE’s guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, the law “Sapin II” for transparency and fight against corruption, the Law of the Republic of Moldova on Integrity no. 82 dated 25.05.2017 and the Moldovan criminal and contravention codes pertaining to financial and economic crimes and misdemeanors and also subject to the international trade sanctions that may have been imposed by the European Union (including France) and the United States authorities pursuant to Chapter VII of the UN Charter, (hereinafter referred as the “**Rules**”).

Each Party undertakes not to be on lists such as the “Consolidated Travel Ban and Assets Freeze List” published by the United Nation Sanctions Committee, the “Specially Designated Nationals and Blocked Persons list” maintained by the OFAC, the “Asset Freeze Target List” held by the Treasury of United Kingdom, and the consolidated list of people, groups and entities subject to EU financial sanctions.

31.3. In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Rules by one of the Parties, the Parties shall introduce the relevant modifications to remedy it as quickly as possible.

31.4. Each Party undertakes, and also require its shareholders, directors, officers, employees, suppliers, affiliates and sub-contractors and each respective representative (hereinafter the “Third Parties”):

- to respect the Rules, by appropriate means for the effective implementation and maintaining of a compliance framework;
- that (i) the Third Parties and each person involved in any way in the performance of the Agreement comply with the Rules and that (ii) every necessary means used by the Party for the performance of the Agreement comply with the Rules.

31.5. In order to ensure compliance with the Rules for the duration of the Contract, the Parties shall provide on demand and at all time to the other Party all elements requested to establish such compliance, and shall inform the other Party without any delay, when they know or have reason to know, of any failure to comply with the Rules by them or any Third Party, as well as the corrective measures adopted to ensure compliance with the Rules.

At any time, SUN is entitled to audit, directly or by a third party designated by SUN, the Supplier and its Third Parties, in order to check the compliance with

the "Orange Group Code of Ethics", the "Orange Group's anti-corruption policy" and the Rules.

- 31.6. In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected; the other Party shall have the right to terminate the Contract pursuant to Clause 25 "Termination".

32. CORPORATE SOCIAL RESPONSABILITY

- 32.1. **Commitments of Sun** – Sun as member of the Orange Group acts in accordance with the "Commitments to Responsible Procurement" available on:

http://www.fournisseurs.orange.com/accueil_en.html

- 32.2. **Compliance with the Supplier Code of Conduct** - SUN has designed a "Supplier Code of Conduct" attached to this Contract (Annex 8) to share its social, societal and environmental commitments. By signing this Contract, each Party undertakes to comply with the Supplier Code of Conduct and to request its own suppliers and subcontractors and all people under its control, to respect the principles set out by the Code.

SUN may introduce some modifications to the Supplier Code of Conduct to always comply with any law, regulation or judicial decision. The last updated version of the Code of Conduct is available on:

<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>

- 32.3. **Compliance with the CSR Rules** – Each Party undertakes to comply, and require its subcontractors and all people under its control to comply with all applicable national, European and international rules relating to ethical standards and responsible behaviors, including, but not limited to, rules relating to human rights, environmental protection, health and safety of persons, and sustainable development (hereinafter referred to as the "CSR Rules").

In particular, in accordance with the French Law No. 2017-399 of 27 March, 2017 **on the "duty of care of parent companies and ordering companies"**, the Parties undertake to prevent harm to human rights and fundamental freedoms, health and safety of persons, and to the environment, in the course of their business activities.

Each Party undertakes to refrain and require its subcontractors and all people under its control, to refrain from using child or forced labor and fight against all discriminations.

- 32.4. **Reporting** - The Supplier undertakes to provide SUN with all of the information and data needed to i) comply with any mandatory reporting obligation and ii) implement the CSR Rules.

The Parties will meet regularly to review the indicators related to the compliance with the CSR Rules and their assessment or to define an action plan and follow-up measures, where needed.

- 32.5. **Audits and assessments** - At any time, SUN and/or its authorized representative is entitled to assess or audit, directly or by a third party designated by SUN, the Supplier and its subcontractors and all people under its control, in order to ascertain the compliance with the Supplier Code of Conduct in force and the CSR Rules.

In case of sub-contracting, the Supplier shall take all necessary steps with its subcontractors and all people under its control to ensure that they comply with the CSR Rules and to ensure that Orange can access to their premises. The means of intervention applicable to the above operations shall be defined jointly by Orange and the Supplier.

- 32.6. **Termination** - The Supplier shall promptly notify SUN of any breach to the CSR Rules or Code of Conduct that comes to its attention and implement all appropriate measures to remedy such a breach. In the event of a persistent, repeat or deliberate breach to the above obligations, Orange shall be entitled to terminate the present Contract in accordance with the provisions of the Clause 25 "Termination".

33. SUN 'S ENVIRONMENTAL AND HEALTH AND SAFETY REQUIREMENTS

In addition to the requirements of the Supplier Code of Conduct, SUN may request all necessary information based on recognized standards to enable assessment of its CO2 emissions.

33.1. Environmental provisions

- 33.1.1. From the earlier design stage, the Supplier shall identify the negative environmental impacts (water, soil, air, smell, view and health) of its Equipment, including packaging, and Services throughout their entire life-cycle. The Supplier shall make associated data available to SUN, on request.
- 33.1.2. The Supplier undertakes to:
- At the very least, set up and maintain environmental measures (objectives, legislative monitoring etc.). In such case, the Supplier shall provide to SUN with its implementation plan on request; or
 - demonstrate that an Environmental Management System is set up; or
 - set up and maintain an ISO 14001 (or EMAS) certified Environmental Management System and provide SUN with a copy of the certificate on request.
- 33.1.3. The Supplier shall ensure that the environmental authorizations, licenses, validations, agreements, approvals, certifications, ratifications and other compliance documents held are sufficient for the performance of its own services and the services of its chosen Subcontractors and shall list and make the same available to SUN on request.

33.2. Health & Safety Provisions

- 33.2.1. For Deliverables, Products and/or Services provided to SUN, the Supplier shall ensure that all of the staff of the Supplier and of its subcontractors working on a SUN site comply with the laws, regulations and texts on

health and safety in the workplace that specifically apply to the site or entity.

- 33.2.2. The Supplier undertakes to:
- at the very least, assess the risks, control and reduce the impacts on health and safety in the work place as much as possible; or
 - set up and maintain appropriate measures to ensure that the working conditions comply with health and safety provisions; or
 - maintain a Health and Safety Management System within the meaning of international standards (OHSAS 18001 or similar). In case of certification, it shall provide SUN with a certificate's copy on request.

33.3. Warning mechanism

- 33.3.1. The Supplier shall warn SUN in case of proven non-compliance with environmental and health and safety requirements. In case of warning, the Supplier shall as soon as possible, at least for its own part, provide SUN with an analysis of the situation and an action plan. This action plan will be implemented without any additional cost to SUN and the Supplier shall provide proof of action plan's efficiency.
- 33.3.2. In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected, the other Party shall have the right to terminate the Agreement under the provisions set forth in Clause 25 "Termination".

34. MISCELLANEOUS

- 34.1. Each Party represents and warrants that: (i) it has the full authority to enter into this Contract (including all attached schedules and amendments) and perform its obligations under this Contract and that the person(s) executing this Contract on its behalf has/have the authority to bind it; and (ii) it shall comply with all applicable laws and regulations in carrying out its rights and obligations under this Contract and shall conduct its business in a professional and business-like manner.
- 34.2. All rights, remedies, undertakings and obligations contained in this Contract shall be cumulative and none of them shall be in limitation of any other rights, remedies, undertakings or obligations of any party.
- 34.3. The failure to exercise or delay in exercising a right or remedy under this Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 34.4. This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and supersedes and cancels any and all prior oral or written agreements, understandings or discussions between the parties on such subject matter.
- 34.5. No alteration, modification or waiver of any of the terms of this Contract shall be binding unless in writing signed by a duly authorized representative on behalf of each party to this Contract.

- 34.6. Except as otherwise stated in this Contract, in the event that any provision contained herein is held to be invalid, illegal or unenforceable in any respect, this shall not affect the validity or enforceability of any other provision of this Agreement, provided that if necessary to maintain the intent of the Parties, the Parties shall negotiate in good faith to amend this Contract to replace the invalid, illegal or unenforceable provision with an enforceable provision which reflects such intent as closely as possible.
- 34.7. Nothing in this Contract shall constitute a partnership or joint venture between the parties. Neither Party shall do or permit to be done anything by which it may be represented as a partner of the other.
- 34.8. Subject to Clause 26, this Contract is without prejudice to the Parties' right to participate in similar agreements with other companies, whether or not in existence on the date of this Agreement.
- 34.9. The clause headings in this Contract are for the convenience of the Parties only and shall not limit, govern or otherwise affect its interpretation in any way. The words "include", "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 34.10. Any reference to a party to the Contract includes a reference to its successors in title and permitted assigns where applicable.

35. ANNEXES

- 35.1. This Contract includes the following Annexes, which are integral part of this Contract:

Annex 1. Instructions for FTTH roll-out RFP

Annex 2. Passive network engineering requirements

Annex 3. Passive network service requirements

Annex 4. TCO FTTH Services and Passive equipment

Annex 5. Tools and documentation

Annex 6. KPI, SLA

Annex 7. Information Security Annex

Annex 8. Code of Conduct

- 35.2. In case of misinterpretations between provisions of this Contract and Annexes, the Annexes will prevail.

This Contract has been executed in two original counterparts, having the same legal validity, one for each Party.

Agreed to and executed by the authorized representatives:

For: **SUN COMMUNICATIONS SRL**

For **DACOM CONSTRUCT SRL**

By: _____

By: _____

Name: Maria ROTARU

Name: Vasile Pinzaru

Title:

Title: General Manager

Date:

Date:

CONTRACT
for Fixed Access Infrastructure and Network Implementation Services
(FTTH Greenfield)

No: CNS/16653/SUN

Effective date: 01.10.2022

This Contract for providing Fixed Access Infrastructure and Network Implementation Services (FTTH Greenfield Stage 3 Extension) (hereinafter referred as the "Contract") is made by and between:

"SUN COMMUNICATIONS" S.R.L., a Moldovan company, having its registered office in str. Alba Iulia 75/lit. G, MD-2071 Chisinau, Republic of Moldova, registered with IDNO 1003600061928, VAT number 0200821, IBAN: MD26RN000000002224001931 opened at BC "Banca Comercială Română Chișinău" S.A., fil. nr.2 Puskin, bank code: RNCBMD2X504, duly represented by Mrs Maria ROTARU, acting on the basis of Power of Attorney no. 1630/22 of September 19, 2022, hereinafter referred to as "SUN", and

"DACOM CONSTRUCT" S.R.L., a Moldovan company, having its registered office in Blvd. Mircea cel Batrin 8/1, ap. 127, MD-2044, Chisinau, Republic of Moldova, registered with IDNO 1013600024797, VAT number 0405230, IBAN: no. MD11AG000000022512186214 opened at BC "Moldova Agroindbank" S.A., bank code AGRNMD2X413, duly represented by Mr. Vasile PINZARU, in his capacity of General Manager, hereinafter referred to as the "Supplier",

SUN and the Supplier are also hereinafter referred to individually as a "Party" and jointly as the "Parties".

1. DEFINITIONS AND INTERPRETATION

For purposes of this Contract, the capitalized terms shall have the following meanings:

1.1. DEFINITIONS

1.1.1. ACCEPTANCE PROCEDURE, ACCEPTANCE DAY

Means that the Services, Documentation, or Deliverables are accepted by SUN when they have successfully passed the Acceptance Procedure described in the relevant Annex. **Acceptance Day** means for any Service, Documentation, or Deliverable the date on which the Acceptance has been made by SUN in accordance with the Acceptance Procedure as set out in Annex 3.

1.1.2. AUDIT

Means all the processes, services, reports that show and prove the compliance or deviations between the real network and services implemented and the design agreed.

1.1.3. (ANY) PROCEDURE:

Means the procedure as fully described in the relevant Annex.

1.1.4. CONTRACT SUPERVISING OFFICER.

Means the person appointed to act as Contract Supervising Officer for the purposes of this Contract by written notice provided by SUN to the Supplier (which will include also his/her contact details: phone number, Email address).

1.1.5. **DAY**

Means business day.

1.1.6. **DEFECT**

Means a default or non-compliance with the relevant Specifications or agreed design, affecting the use of the Deliverables, making the use of the Deliverables impossible or not in accordance with the Documentation or Specifications.

1.1.7. **DELIVERABLE**

Means any service or equipment or network delivered by Supplier to SUN as defined in the Annexes.

1.1.8. **DESIGN**

Means all services of the project referring to network design as detailed in Annex 2 and Annex 3.

1.1.9. **DOCUMENTATION**

Means, individually and collectively, all contracts, permits, consents, agreements, certificates, authorizations, coordination, design, diagrams, flow charts or other written information which may be necessary for the use, installation, or operation of the Deliverables. This definition shall include any modifications, revisions, additions or new releases of the Documentation made by or on behalf of the Supplier or by a third party and incorporated into the Documentation.

1.1.10. **KNOW-HOW**

Means a body of technical information that is secret, substantial and identified.

1.1.11. **JUSTIFYING IMPEDIMENT**

Means and shall be limited in this contract to: acts of God, fire, explosion, flood, earthquake or other natural disaster and act of terrorism, war, embargo, strike, lockout or any similar event.

1.1.12. **PRODUCT**

Means any equipment, materials, tool, installation kit/accessories, fixed electronic communications network or element thereof, provided, built, or installed by the Supplier.

1.1.13. **SITE**

means the actual place or places in the Republic of Moldova provided or made available by SUN, to which Deliverables are to be provided (installed) or the Services are to be rendered by the Supplier, together with as much of the area surrounding the same as the Supplier shall, with the consent of SUN, actually use other than for the mere purpose of access.

1.1.14. **SERVICE(S)**

Means, individually and collectively, any of the services set forth in this Contract that SUN may purchase from the Supplier, including but not limited

to build, construction, access, installation and commissioning, maintenance, repair, training, data management, program management, project management, testing, technical assistance service.

1.1.15. **SLA or SERVICE LEVEL AGREEMENT**

Means the set of quality parameters committed by the Supplier in relation with the provided Deliverables and Services, as described in Annex 6.

1.1.16. **SPECIFICATIONS**

Means any documents, and any update hereto, describing the requirements for the Deliverables, as more fully described in the Annexes.

Other terms and abbreviations used in this Contract have the meaning specified in this Contract or Annexes.

2. PURPOSE AND SCOPE OF THIS CONTRACT

- 2.1. The purpose of this Contract is to define the minimum terms and conditions applicable to the provision of Deliverables and other related Services. A detailed description of the Deliverables and Services is set out in Annexes 1,2,3,4,5,6,7,8 of this Contract.
- 2.2. Any of these annexes can be modified with the consent of both parties considering that the evolutions of the technology and services as well as changes in the organization of both parties that affect processes and flows.

3. TERM OF THE CONTRACT

This Contract shall be effective from the date of its signature (the “**Effective Date**”) for a period till 31.12.2023, unless or until terminated by either party in accordance with Clause 25 below. Any renewal beyond said term must be expressly agreed upon by both parties and shall be concluded in the form of an addendum to the contract.

4. QUOTATION AND ORDERING PROCEDURE

- 4.1. Subject to Clause 5.1, SUN will issue Purchase Order(s) for the activities to be performed by the Supplier, as per the agreed schedule, and the Supplier will accept such Purchase Order(s) as per Clause 4.4.
- 4.2. A Purchase Order may be sent to the Supplier in electronic format at the following address: office@datacomconstruct.com
- 4.3. Each Purchase Order issued by SUN to Supplier shall include, if relevant, without limitation, the following information:
- SUN's name and address,
 - Reference number of the Order and the Contract,
 - name of SUN's contact,
 - location to which the Deliverable is to be provided,
 - description of the Deliverable ordered,
 - listing of any Service being ordered,
 - price of the Deliverables ordered,
 - invoicing address,
 - shipping instructions, if applicable.

- 4.4. The Supplier shall notify SUN in writing of its acceptance of the Order within five (5) Days after its receipt. The date of such notification shall be deemed the effective date of the Order. In the event Supplier fails to provide its acceptance of such Order in writing within such period, such Order shall be deemed accepted by Supplier at the completion of such 5 Days term. It is being understood that Supplier shall not be obliged to accept Orders where the requested Deliverables are not in accordance with the terms and conditions of this Contract. If Supplier determines that the Order is not in compliance with such terms and conditions, this shall be set forth in the notification, and such Order shall be deemed rejected. Any such rejected Order shall not be deemed accepted until the Parties mutually agree in writing upon the amendments to be made to it. The Supplier may not reject an Order where the requested Deliverables are in accordance with the terms and conditions of this Contract.

5. PRICES, CURRENCY AND EXPENSES

- 5.1. The estimated value of this Contract is 13,141,758 Moldovan Leu (thirteen million one hundred forty-one thousand seven hundred fifty-eight MDL). However, this Contract does not constitute a commitment from SUN to issue Orders under it. In this respect, the quantities mentioned in this Contract are only estimates and do not constitute a firm commitment to purchase Deliverables. This Contract does not define any minimum or maximum contractual quantities of Deliverables to be purchased by SUN throughout the contract term.
- 5.2. The unitary prices are listed in Annex 4 exclusive of VAT. The currency used to express the prices is Moldavian Leu (**MDL**).
- 5.3. The Supplier commits that the unitary prices submitted during the selection process will remain fix throughout the contract period as per Annex 4. Thus, the prices listed in Annex 4 are fixed prices ("pret forfetar") and shall include all costs and expenses of whatever kind related to the provision of the relevant Deliverables and Services (including overhead expenses, subcontracting costs, travel and accommodations costs, warehousing, etc.).
- 5.4. At the beginning of each calendar year, the Supplier shall grant SUN a discount of 2% (two percent) on the total value of services invoiced by the Supplier under this Contract during the previous year. Such discount shall be granted in the form of credit note or reimbursement to SUN's bank account.

6. INVOICING AND PAYMENT

- 6.1. The Supplier shall invoice SUN with an amount equal to the value of the services for which the Conditional Acceptance Certificate/Final Acceptance Certificates, as applicable, has been issued pursuant to the Acceptance Procedure detailed in Annex 3.
- 6.2. Each month the Supplier will invoice SUN for 100% of the value of the Deliverables and Services validated by SUN in the previous month, as follows:

Invoicing Table	Network Planning deliverables validated by SUN	Permits and agreements (other than MDU Agreements) for Network Construction deliverables validated by SUN	MDU Agreements deliverables validated by SUN	Low Level Design deliverables validated by SUN	Network construction deliverables validated by SUN	Network Acceptance deliverables validated by SUN
Network Planning (per locality)	FAC					
Permits and agreements (other than MDU Agreements) (per locality)		FAC				
MDU Agreements (per MDU)			FAC			
LLD FN (per FTA) LLD DN (per ZA)				FAC		
Network Construction (per FTA in FN) (per ZA in DN)					CAC	FAC

CAC – Conditional Acceptance Certificate

FAC – Final Acceptance Certificate

6.3. Subject to Clause 14.2.4, SUN shall make payment of the invoice value within Sixty (60) calendar days from Acceptance, as follows:

Invoicing Table	Network Planning deliverables validated by SUN	Permits and agreements (other than MDU Agreements) for Network Construction deliverables validated by SUN	MDU Agreements deliverables validated by SUN	Low Level Design deliverables validated by SUN	Network construction deliverables validated by SUN	Network Acceptance deliverables validated by SUN
Network Planning (per locality)	FAC (100%)					
Permits and agreements (other than MDU Agreements) (per locality)		FAC (100%)				
MDU Agreements (per MDU)			FAC (100%)			
LLD FN (per FTA) LLD DN (per ZA)				FAC (100%)		
Network Construction (per FTA in FN) (per ZA in DN)					CAC (60%)	FAC (40%)

The above percentages indicate the quota of the invoice value payable for the relevant Deliverable or Service.

- 6.4. Each Invoice issued by the Supplier shall clearly mention the following information as well as other information that is compulsory under the Moldovan law:
- number of SUN 's Purchase Order
 - description of the invoiced Deliverables and Services in line with the name of the ordered items described in the Purchase Order
 - unitary price and total value of the invoiced Deliverables and Services
 - SUN's name and address
 - Supplier's name and address
 - SUN's VAT number
 - Supplier's VAT number
 - VAT Rate
 - Discount value (if applicable)
 - SUN's bank account
 - Supplier's bank account
 - SUN's IDNO
 - Supplier's IDNO
 - Date of issuance of the invoice
 - Site Code, where the Deliverables or Services were provided.

Each invoice shall clearly evidence the VAT amount as per the Moldovan legal provisions, separately on the invoice.

- 6.5. The Supplier shall send the original Invoices and related deed of Acceptance (act de primire-predare) as per Clause 6.2 to SUN at the following address:

Sun Communications S.R.L.
MD-2071, Chisinau, str. Alba Iulia 75, bloc lit. G
Attn: Accounting Department

The invoice issued by the Supplier must be submitted to SUN weekly, no later than 2 (two) working days after the date of invoice issuance. Each invoice shall clearly evidence the Purchase Order (PO) which it refers to.

- 6.6. In case the invoices are not filled in properly or are not accompanied by the relevant deed of Acceptance, SUN shall send back the invoice in order to be cancelled and filled in properly or supplemented by the necessary deed of Acceptance. In this case the payment will be delayed until SUN will receive the correct invoice and deed of Acceptance.
- 6.7. Unless otherwise agreed between the Parties, all payments made under this Contract shall be free of all bank charges. Such charges shall be the responsibility of the paying Party. The amounts due under this Contract shall be remitted by means of wire transfer to the bank address notified by each Party to the other.
- 6.8. If payment is delayed, the Supplier may charge late payment interest of 0.1% from the overdue amount per day of delay, unless SUN's failure to pay is due to Supplier's failure to comply with its obligation under this Contract or an Order. Late payment interest shall be calculated as from the day following the due date of payment up to the actual day the Supplier's account is credited. However, late payment interest may not exceed Ten Per Cent (10%) of the invoice value.

7. VALUE ADDED TAX

- 7.1. Except where otherwise expressly provided in this Contract, the Supplier's prices specified in this Contract are exclusive of VAT.

- 7.2. The Supplier's invoices issued under this Contract shall detail:
 - 7.2.1. corresponding amount or unitary price exclusive of Value Added Tax (hereinafter called "a tax exclusive price or charge"), and
 - 7.2.2. amount of such Value Added Tax.
- 7.3. SUN shall pay:
 - 7.3.1. such tax exclusive price or charge to the Supplier, and
 - 7.3.2. VAT in accordance with the tax regulations in Moldova at the rate then in force.

8. DELIVERY, IMPLEMENTATION & ACCEPTANCE, TRANSFER OF TITLE AND RISKS

- 8.1. The Deliverables and Services shall be provided by the Supplier in accordance with the schedule agreed between the Parties in writing.
- 8.2. The implementation and acceptance of the Deliverables and Services shall be in accordance with the requirements set out in Annexes 2 and 3.
- 8.3. Unless otherwise agreed in Annex 3, the Acceptance procedure shall follow the provisions described below:
 - 8.3.1. Acceptance procedure is initiated by the Supplier upon completion of the acceptance tests, by Five (5) Days prior written notice to SUN, enclosing all relevant confirming documents.
 - 8.3.2. A reception commission consisting of at least one representative designated by each Party will examine the Deliverables and Services proposed for Acceptance.
 - 8.3.3. Minor defects that in SUN's opinion do not affect the use or operation of the Deliverables will be indicated in the Conditional Acceptance Certificate signed by the representatives of both Parties, together with the term for fixing the defects.
 - 8.3.4. After the expiration of the term mentioned in the Conditional Acceptance Certificate the representatives of the Parties will meet again and will examine the improvements made by the Supplier.
 - 8.3.5. After the successful finalization of the Acceptance Procedure, the Parties' representatives will sign the Final Acceptance Act.
 - 8.3.6. The Services and/or Deliverables may not be accepted tacitly.
- 8.4. Title to the Deliverables and the risks of loss or damage to the Deliverables shall remain with the Supplier until the Acceptance of such Deliverables by SUN pursuant to the Final Acceptance Act.
- 8.5. The Parties agree that the Acceptance of the Services/Deliverables does not relieve the Supplier of the liability for hidden defects detected during the warranty term.

9. DESIGN, INTEGRATION AND INTEROPERABILITY, AUDIT

- 9.1. The Supplier shall obtain SUN's approval for all Design services before the start of implementation of the related Deliverables (equipment/network).

- 9.2. All Design services shall allow integration and full interoperability of the Deliverables into/with SUN's network.
- 9.3. The Supplier shall keep updated and accurate all design documentation per cluster / Site. The Supplier shall promptly adjust all design documentation per cluster / sites with the last design version validated by SUN.
- 9.4. SUN shall be entitled at any time to perform full or partial audit with respect to Deliverables & Services implemented. Any deviation between the design agreed with SUN and the Deliverables & Services field status, as resulted from the audit, should be corrected within One (1) month from the submission of the audit report to the Supplier.

10. TIME FOR COMPLETION - EXTENSION OF TIME FOR COMPLETION

- 10.1. The Supplier shall perform its obligations related to Deliverables and Services implementation within the time frames defined as KPI target values in Annex 6.
 - 10.1.1. At the Supplier's substantiated request, SUN may grant an extension for the implementation of the specific Deliverables and/or Services.
 - 10.1.2. In all cases where the Supplier makes a request under Clause 10.1.1., the Parties shall consult in order to determine reasonable steps (if any) to be taken to overcome or minimize the actual or anticipated delay. Such extension or steps shall not affect the specified prices for such Deliverables and/or Services, even if there is an extra cost for the Supplier.
- 10.2. Should the implementation of the specific Deliverables and/or Services be delayed without any default or negligence on the part of the Supplier, by reason of any of the following causes:
 - 10.2.1. Any default or negligence on the part of SUN; or
 - 10.2.2. Force Majeure,the Supplier shall be entitled to an extension of the agreed completion date equal to the duration of such delay.

11. PERFORMANCE BANK GUARANTEE

- 11.1. The Supplier shall, within Thirty (30) Days following the date of acceptance of the first Purchase Order by the Supplier, provide SUN with an irrevocable, unconditional first-demand Performance Bank Guarantee, in the form agreed by SUN, in the amount of Ten Per Cent (10%) of the estimated value of this Contract as defined in Clause 5.1, from a Moldovan bank accepted by SUN, as security for the timely, proper and complete performance and observance by the Supplier of all stipulations, terms, conditions and obligations of this Contract.
- 11.2. The Performance Bank Guarantee shall be valid throughout the term of the Contract and One (1) year from the date of its expiry.
- 11.3. Any and all costs associated with such Performance Bank Guarantee shall be exclusively borne by the Supplier.

- 11.4. SUN shall have the right to enforce the Performance Bank Guarantee in the event that the Supplier fails to pay, within thirty (30) Days from receipt of the relevant written request from SUN, any penalties and/or damages that SUN may claim pursuant the clauses of this Contract.

12. SUBCONTRACTING AND ASSIGNMENT

- 12.1. The Supplier shall perform its obligations under this Contract personally. Except where otherwise expressly provided by this Contract, the Supplier shall not subcontract its obligations or any part thereof without the prior written consent of the SUN. SUN reserves the right to investigate the qualifications of any proposed subcontractor before giving its consent. Such consent shall not be unreasonably withheld. The breach of this clause by the Supplier shall constitute a material breach of this Contract.
- 12.2. To obtain the SUN's written consent of a subcontractor, the Supplier shall provide SUN with the following documents:
- 12.2.1. Name and address of the subcontractor;
 - 12.2.2. Complete description of the scope and amount of the Deliverables to be provided or Services to be rendered by the subcontractor;
 - 12.2.3. Certificate from the subcontractor attesting that it is not under any interdiction, restraint or any other prohibition, legal, contractual or otherwise, that would prevent the proposed subcontracting;
 - 12.2.4. Subcontractor's previous experience with similar activities;
 - 12.2.5. Contact information of customers for whom the subcontractor performed similar activities.

Any further modification of the scope or amount of the Deliverables to be provided or Services to be rendered by the subcontractor shall be promptly notified by the Supplier to and agreed by SUN.

- 12.3. The Supplier shall ensure that any subcontract shall be on terms which will enable the Supplier to comply with its obligations under this Contract. Nothing herein contained shall create any contractual relationship whatsoever between any subcontractor and SUN.
- 12.4. SUN may, by written notice to the Supplier, revoke the consent given in accordance with Clause 12.1 in the event of the subcontractor's persistent failure to meet KPI or SLA. Not later than Three (3) months from such revocation, the Supplier shall ensure that such subcontractor should not be any longer involved in the implementation of the Deliverables or Services. The breach of this clause by the Supplier shall constitute a material breach of this Contract.
- 12.5. Any consent given by SUN under Clause 12.1 shall not release the Supplier from any of its obligations under this Contract and liability for the actions and omissions of the subcontractor. The Supplier shall bear full responsibility for the defaults and negligent acts and/or omissions of any subcontractor (whether or not approved by SUN), its agents, employees or other representatives as fully as if they were negligent acts, omissions or defaults of the Supplier, its agents, employees or other representatives.

- 12.6. The Supplier shall hold harmless and indemnify SUN for any cost, damage, loss or expense caused by, consecutive to, or more generally related to, any negligent act, omission or default of any subcontractor (whether or not approved by SUN).
- 12.7. The Supplier shall not assign this Contract or any part thereof to any person without the prior written consent of SUN.
- 12.8. SUN may assign this Contract or any part thereof to any of its affiliates, including, but not limited to I.M. Orange Moldova S.A., without the prior written consent of the Supplier. SUN shall give the Supplier written notice of any such assignment.
- 12.9. Any assignment or subcontracting by either Party not in compliance with the provisions of this Contract shall be null and void.

13. PERFORMANCE OF THE SERVICES – QUALITY ASSURANCE

- 13.1. **PERFORMANCE OF THE SERVICES:** In the implementation by Supplier of any Deliverables or Services ordered under this Contract, Supplier undertakes:
- 13.1.1. To provide the Deliverables and perform the Services in a professional manner in accordance with this Contract and within the milestone schedule agreed between the Parties,
 - 13.1.2. To meet SUN's requirements specified in the Contract or Purchase Order agreed by the Supplier,
 - 13.1.3. To respect all the procedures set forth by this Contract,
 - 13.1.4. To respect the appropriate safety and security rules,
 - 13.1.5. To inform promptly SUN of any difficulty preventing the implementation of the Contract and related Orders,
 - 13.1.6. To provide the Deliverables and Services in accordance with the agreed conditions as defined in the Annexes.
- 13.2. **QUALITY ASSURANCE:** Supplier shall ensure Quality Assurance of the Deliverables and Services in accordance with the provisions of this Contract.

14. KPIS/SERVICE LEVEL AGREEMENT AND PENALTIES

- 14.1. The KPIs and Service Level Agreement are described in Annex 6.

14.2. Penalties:

- 14.2.1. If the Supplier fails to comply with the agreed KPIs as defined in Annex 6, SUN may charge the Supplier the following penalties:

KPI	DESCRIPTION OF KPI	Penalty*	To be applied to
1.3	Time to deliver FN+DN HLD per locality (district)	Penalty of 1% for every 5 days deviation above 30 days	The value of the FN+DN HLD services provided by the Supplier pursuant to the relevant PO
1.4	Time to correct FN+DN HLD per locality (district)	Penalty of 1% for every 3 days deviation above 5 days	The value of the FN+DN HLD services provided by the Supplier pursuant to the relevant PO
1.5	% of successful MDUs installations among MDUs with agreements	Penalty of 1% for every 3% deviation below 97%	The value of the MDUs agreements management services provided by the Supplier pursuant to the relevant PO

1.6	Time to provide 'FN FTA LLD' or 'DN ZA LLD'	Penalty of 1% for every 3 days deviation above 10 days	The value of 'FN FTA LLD' or 'DN ZA LLD' services, as applicable, provided by the Supplier pursuant to the relevant PO
1.7	Time to correct FN FTA LLD or DN ZA LLD	Penalty of 1% for every 2 days deviation above 2 days	The value of 'FN FTA LLD' or 'DN ZA LLD' services, as applicable, provided by the Supplier pursuant to the relevant PO
1.8	% TCO deviation 'LLD' vs 'HLD' per locality (district)	Penalty of 1% for every 3% deviation (increase) above 10%	The value of the services part included in the LLD TCO pursuant to the relevant PO
1.9	% Monthly delivery planning accuracy (HHs passed vs planned)	Penalty of 1% for every 5% deviation below 90%	The value of the network construction services provided by the Supplier over measured period pursuant to the relevant PO**
1.10	FN FTA network construction	Penalty of 1% for every 10 days deviation above 10 days	The value of the FN FTA network construction services provided by the Supplier pursuant to the relevant PO
1.11	DN ZA network construction	Penalty of 1% for every 10 days deviation above 10 days	The value of the DN ZA network construction services provided by the Supplier pursuant to the relevant PO
1.12	% of HHs passed out of total HHs per locally (district) ZA in 2 months	Penalty of 1% for every 10% deviation above 50%	The value of the network construction services provided by the Supplier over measured period pursuant to the relevant PO**
1.13	% of HHs passed out of total HHs per locally (district) in 4 months	Penalty of 1% for every 10% deviation above 70%	The value of the network construction services provided by the Supplier over measured period pursuant to the relevant PO**

* For the avoidance of doubt, the penalty shall be applied as follows: for example, if the penalty is 1% for every 5% deviation below 90%, then the applicable rate of penalty for a deviation of 3% below 90% is 1%. If the deviation is 7% below 90%, then the applicable rate of penalty is 2%, etc.

** The value of the network construction services provided by the Supplier over a period shall be determined pursuant to the PO applicable to the locality (district) in which the deviation from the agreed monthly implementation schedule occurs.

14.2.2. In the event that the Supplier fails to comply with KPIs 1.5, 1.8, 1.9, 1.12 and/or 1.13 set out in Clause 14.2.1, then in addition to the penalties set out in Clause 14.2.1, SUN may charge the Supplier a penalty for late delivery equal to 0.1% of the value to which the relevant penalty set out in Clause 14.2.1 applies, for each day of delay. However, the amount of the penalty for late delivery applicable in respect of a PO may not exceed Twenty Per Cent (20%) of its value.

14.2.3. The penalties set out in Clause 14.2.1 and 14.2.2 shall be cumulative.

14.2.4. The Supplier shall pay the penalties to SUN no later than Thirty (30) calendar days from receiving the respective SUN's invoice. SUN may deduct the amount of penalties from any payment due to the Supplier under this Contract and give written notice thereof to the Supplier.

15. WARRANTY

15.1. Without prejudice to any Moldovan legislation provision with respect to warranty, the Supplier warrants to SUN that all Products, Deliverables and Services shall have a warranty period provided by the Moldovan law or of minimum Two (2) years, whichever is longer, which shall start from the FAC date.

- 15.2. The Supplier shall support all repair and restoration costs related to the defects found during the warranty period.
- 15.3. If the defect mentioned in Clause 15.2 affects the normal use or operation of the Deliverables, the repairs and restoration shall be completed within Twenty Four (24) hours from SUN's notification. In all other cases, the repairs and restoration shall be completed within Ten (10) Days from SUN's notification.
- 15.4. If the above repair and restoration periods are not meet by the Supplier, SUN may charge the Supplier a penalty of One Thousand (1,000) MDL for each day of delay. In addition, SUN is entitled to perform the repair and restoration works itself or request a third party to do the same and charge the Supplier for the related costs.
- 15.5. Repair and restoration costs related to the defects found after the warranty period or not covered by the warranty shall be borne by SUN.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. All the Documentation and Deliverables, including all related Intellectual Property Rights, shall be SUN's exclusive property.
- 16.2. Each Party shall remain the owner of its own Intellectual Property Rights and Know-how. It is expressly agreed between the Parties that no title or ownership with regards to either Party's Intellectual Property Rights or Know-how shall be transferred to the other Party as a result of this Contract and/or any Order.
- 16.3. The Supplier shall hold harmless and defend SUN against any claims for infringement of any third party industrial or intellectual property rights arising from the use of the Products and Deliverables, and the Supplier shall indemnify SUN for any damages awarded against SUN by a final judgment based exclusively on the determination of the existence of an infringement originally imputable to the Supplier, provided that SUN (i) shall have promptly (the earliest possible) notified the Supplier in writing of any such claim or threatened legal action against it, (ii) shall not have compromised or settled such claim of infringement without the Supplier's prior written consent, (iii) shall permit the Supplier to conduct, at the Supplier's own expense, any ensuing litigation and all negotiations for a settlement of the claim and provide the Supplier full authority to manage the defense or settlement of the claim, and (iv) shall provide the Supplier, at the Supplier's expense, full co-operation and assistance, including but not limited to the communication of all relevant documents and information in its possession.
- 16.4. This indemnity shall not apply to any claim which is based on (i) the Supplier's compliance with SUN's design, instructions or specifications, or (ii) the assembly, combination, operation or use of such Deliverables or part thereof with any product not supplied by Supplier if such infringement would have been avoided by the use of the Deliverables without such product, or (iii) modification of the Deliverables or part thereof by SUN or any third party without Supplier's prior written consent.
- 16.5. To the extent any part of the Deliverables is held by court decision to be infringing the patent or other intellectual property rights of a third party, the Supplier, at its discretion and expenses, shall be entitled to (i) attempt to obtain from the third party the right for SUN to use the infringing part of the Deliverables, or (ii) modify or replace such infringing part thereof so that it becomes non infringing, provided that such modification or replacement shall

not impair the value of the Deliverables or the operation for the purpose for it was supplied.

17. LABOUR

- 17.1. The Supplier shall, unless otherwise expressly provided in the Contract, make its own arrangements for hiring all workers and for their payment, housing, feeding and transport. The Supplier shall be responsible, at its own expense, for all matters relating to labor required by it and its subcontractors for the due performance of the Contract, including, without limitation:
 - 17.1.1. recruitment, hiring, payment, housing, feeding and transport of workers;
 - 17.1.2. acquisition of permits or similar approvals, if necessary, for foreign employees and the provision of transport and accommodation for such foreign employees.
- 17.2. The Supplier shall observe all local regulations as to hours of work, rates of pay and other labor conditions and, where no such regulations exist, shall observe hours of work and rates of pay in accordance with conditions normally observed on the Site. The Supplier shall also take adequate measures to ensure fair and reasonable conditions of work for the health, safety and welfare of the workers.
- 17.3. The Supplier shall be responsible for the performance and behavior of the employees, agents and representatives of the Supplier and of any subcontractor. The personnel working according to this Contract shall remain the Supplier's or subcontractor's employees. In this respect the Supplier (or the subcontractor) is responsible for all payments of their salary, social contributions, and all administrative issues.
- 17.4. The Supplier shall render the Deliverables and Services hereunder using only:
 - 17.4.1. such human resources as are skilled and experienced in their respective professions and such sub-agents, foremen and leading hands as are competent to give proper supervision, and
 - 17.4.2. such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely performance hereunder.
- 17.5. SUN shall have the right to object to any person hired as an employee, agent or representative of the Supplier or of a subcontractor, who commits acts of incompetence or negligence or for any other justified and reasonable cause, in consultation with the Supplier. The Supplier shall then promptly forthwith remove or arrange for the removal from the Site or SUN's premises of any such person and replace or arrange replacement by another. Such person shall not be reemployed without permission of SUN.
- 17.6. Whenever the Supplier becomes aware that any actual or potential labor dispute is delaying or threatening to delay the timely performance of this Contract, the Supplier shall immediately give SUN notice thereof and all relevant information with respect thereto. Labor disputes related to the personnel employed by the Supplier or its subcontractors shall not be grounds for any change in the provisions of this Contract, including, but not limited to, the price and the time schedules specified in this Contract, unless otherwise agreed.
- 17.7. The Supplier's personnel must under no circumstances be considered as personnel, employees, agents or subcontractors of SUN. The Supplier is

responsible, without any limit, for the administrative, accounting and social management of its personnel.

18. SAFETY PRECAUTIONS / FIRE RISKS

- 18.1. The Supplier shall, at its own expense, observe and perform all obligations, under any applicable law or other regulation in respect of precautions for the Labor safety and health of the work force of the Supplier and of any subcontractor or any other persons, and that of all property affected by the performance of this Contract.
- 18.2. In performance of the Services, the Supplier shall take all reasonable precautions in order to safeguard the Products on the Site or any other property of SUN or of any other person from loss or damage by fire.
- 18.3. No part of the Deliverables may be removed from the Site without informing the Contract Supervising Officer.
- 18.4. At SUN's premises, the Supplier shall also comply with such instructions it may receive from time to time from SUN.

19. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

Each Party shall be responsible for damage to public or private property caused by its own personnel, agents or representatives. In particular, the Supplier shall without undue delay make good and pay for the reinstatement of any damages caused by the personnel, agents or representatives of the Supplier or of its subcontractors.

20. CLEARANCE OF SITE ON COMPLETION

- 20.1. During the progress and upon the completion of work, the Supplier shall remove from the Site, at its expense, all unwanted materials, empty boxes or crates, rubbish and temporary works of every kind, and leave the Site clean and in a workmanlike condition, in the same situation as at the moment when works started. In particular, it shall be responsible for cleaning, washing and polishing, to the reasonable satisfaction of SUN and for restoring the situation as at the moment when works started, all floors, interior and exterior walls, windows and ceilings in those parts of the buildings where it or its subcontractor has worked. Where SUN does not request the return of the empty packages, cases, containers and wrappings, the elimination of such empties and its expense shall be borne by the Supplier.
- 20.2. If, within Three (3) Days after service of the written notice by SUN to the Supplier, the Supplier has not complied therewith, then SUN may (without liability for any loss or damage) perform these activities, at the reasonable expense of the Supplier.

21. PRODUCTS REMOVAL

The Supplier shall, upon completion of the work on each Site, remove from such Site, at the Supplier's cost, the Supplier's Products. If, within Three (3) Days after service of the written notice by SUN to the Supplier, the Supplier has not complied therewith, then SUN may (without liability for any loss or damage) remove any such Supplier's Products, at the reasonable expense of the Supplier.

22. SCOPE OF INFORMATION AND ACCESS TO SITE

- 22.1. SUN shall furnish in due time all information the Supplier shall reasonably request as necessary to assure timely delivery, installation, testing and commissioning prior to each of these stages, so that to allow the Supplier to fulfill its obligations under this Contract according to the agreed planning. The exchange of information shall be made in writing in the agreed timeframe.
- 22.2. SUN shall, at all reasonable times, ensure such access to Site (excluding MDUs access to which was negotiated by the Supplier on behalf of SUN) as is necessary for the delivery of Products, implementation of Deliverables and rendering of Services, in order to enable the Supplier to perform its obligations under the Contract in accordance with the agreed time schedule. Such access shall be arranged between the Site owner and SUN.

23. LIMITATION OF LIABILITY

- 23.1. Neither Party shall be liable to the other Party, under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise, for any loss of profit, goodwill, business opportunity, anticipated saving or any type of special, indirect or consequential loss or damage.
- 23.2. The above exclusions and limitations of liability shall not apply to the Parties' respective liability for (i) breach of a confidentiality obligation, (ii) death or bodily injury and (iii) damages caused by their gross negligence or wilful misconduct, and shall apply only to the extent permitted by applicable law.

24. JUSTIFYING IMPEDIMENT

- 26.1. Neither Party shall be liable for its failure to comply with its obligations under this Contract if such failure is due to an impediment outside of such Party's control and if such Party may not be reasonably required to avoid or overcome such impediment or its consequences. The provisions of Article 904 of the Moldovan Civil Code or any provisions replacing or modifying such articles shall apply accordingly.

25. TERMINATION

- 25.1. This Contract shall be terminated, without any court's intervention and without any other formalities, in the following cases:
 - 25.1.1. by any Party, with immediate effect, when the other Party is in material breach of any of the provisions of this Contract and does not or is not capable of remedying such breach within thirty (30) calendar days of receipt of a written notice to such effect;
 - 25.1.2. by any Party if any major provision of this Contract becomes void or unenforceable for any reason under any applicable law or regulation by competent jurisdiction, regulatory or governmental body and cannot be replaced with a valid provision leading to a similar result;
 - 25.1.3. by a Party, with immediate effect, vis-à-vis another Party, if such other Party becomes insolvent, has a receiver, manager, administrator or administrative receiver appointed over all or part of its assets, enters into a composition generally with its creditors or suffers any similar event in any jurisdiction;

- 25.1.4. by mutual written agreement between the Parties; or
- 25.1.5. by either Party, if a justifying impediment prevent either Party from performing the Contract and such impediment lasts for more than Three (3) months.
- 25.2. Notwithstanding Clause 25.1, if, for KPI 1.9 (% Monthly delivery planning accuracy (HHs passed vs planned)) set out in Clause 14.2.1, the deviation is more than 10% below 90% during Three (3) successive months or Five (5) months in any successive Twelve (12) months period, SUN may terminate this Contract on Thirty (30) Days prior written notice to the Supplier, without any court's intervention and without any other formalities.
- 25.3. Notice of termination may only be given by registered letter with acknowledgement of receipt and shall state at least:
 - 25.5.1. Grounds for termination;
 - 25.5.2. Effective date of termination.
- 25.4. Upon termination or expiry of this Contract, all rights and obligations of the Parties shall immediately cease to have effect, except that termination shall not affect:
 - 25.4.1. any of their respective accrued rights and obligations at the date of termination; and
 - 25.4.2. rights and obligations resulting from those provisions of this Contract that pursuant to their terms shall survive termination including this Clause 25 and Clause 26.
- 25.5. Termination of this Contract shall not exonerate the Supplier from the obligation to pay the penalties applicable in accordance with this Contract.

26. CONFIDENTIALITY

- 26.1. Any information including but not limited to data, business information, financial information, technical information, technical guidelines, plans, network design, sketches, models, registries, samples, tools, computer programs and documents, in electronic, written, oral form or otherwise (henceforth collectively termed "information") provided by one of the Party to the other will remain the property of the sending Party. All copies of this information, in written, graphical or other tangible form, will be returned to the Party which provided them upon request or they will be treated as the Party which provided those wishes.
- 26.2. The Parties will not disclose, publish or provide to third parties information pertaining to the business of the other Party (unless and to the extent that this is necessary to perform this Contract).
- 26.3. The Parties will communicate this information exclusively to their employees, agents or representatives and those of their subcontractors, in the event that this is necessary in order to fulfill their obligations undertaken in this Contract. The Parties will impose upon their employees, agents or representatives and upon those of their subcontractors the above-mentioned confidentiality requirements.
- 26.4. Even so, the obligation above will not be applied for information which:
 - were already in possession of the Party at the time they were received;

- they were already made public or became known for reasons independent of the Party which has received them;
- were acquired by the Party from a third party which had the right to transmit the information to the Party without being bound to uphold their confidentiality;
- are required to be revealed by law, court order or by a competent authority, having a legal basis to gain possession of the information.

26.5. As per the provisions of the paragraph above, these obligations to maintain confidentiality will remain in force for a duration of Three (3) years after the termination of this Contract.

26.6. The Parties understand that disclosing any confidential information causes damages to the other Party, and the latter is entitled to request the payment of compensation until the full coverage of the damage caused.

27. NOTICES

27.1. Any formal notice given by either Party to the other shall be in writing and sent by registered letter with acknowledgement of receipt or hand delivered or sent by electronic mail to the address of the Parties stated in this Contract (or as subsequently changed in writing by either Party) and shall be deemed to have been duly served on the date shown on the acknowledgement of receipt or the date of hand delivery, respectively. Notices sent by electronic mail shall be deemed to have been duly served on the next business day after they are sent.

27.2. The Supplier shall notify SUN of any and all changes that may affect the performance of the Contract. In particular, but without limitation, it shall send notice to SUN of any change related to:

- its registered name;
- its registered address or its address for correspondence;
- control over the Supplier;
- contact persons and/or their contact details;
- legal representative.

27.3. Without prior notice of any address change, in accordance with this Clause 30, all written notices sent to the old address shall be deemed to be considered valid.

27.4. The Parties' Contact persons:

Supplier:

Contractual aspects:

Dacom Construct SRL

Address: bd. Mircea cel Batrin 8/1, ap. 127, Chisinau, Republica Moldova

Attn: Vasile Pinzaru

Phone: +373 68655200

Technical aspects:

Dacom Construct SRL

Address: bd Mircea cel Batrin No 8/1, ap. 127, Chisinau, Republica Moldova

Attn: Vasile Pinzaru

Phone: +373 68655200

SUN:

Contractual aspects:

Sun Communications SRL

Address: str. Alba Iulia 75, bloc G, MD-2071 Chisinau, Republic of Moldova

Attn: Marian Bejan

Phone: 069198679

Technical aspects:

Sun Communications SRL

Address: str. Alba Iulia 75, bloc G, MD-2071 Chisinau, Republic of Moldova

Attn: Artur Lapicus

Phone: 069198433

28. PERSONAL DATA PROTECTION

- 28.1. **"Personal Data"** means any data (in whatever format and medium and whether written or oral) collected, stored, processed or transferred, that relate to an individual who can be identified directly or indirectly.
- 28.2. The Parties hereby commit to comply with applicable laws relating to the protection of each other employees', agents' and representatives' personal data as required under such applicable laws.
- 28.3. The Supplier hereby commit also to comply with applicable laws relating to the protection of personal data of customers of SUN and SUN's affiliates as required under such applicable laws.

29. COVID-19

- 29.1. The Parties acknowledge that disruptions related to the COVID-19 virus continue to evolve. In this context, local and national authorities have adopted (or may adopt in the future) restrictive measures or have recommended (or may recommend in the future) measures that may impact the provision of the Services. The parties will endeavor in good faith to limit the impact of such measures on the performance of their obligations under this Contract, including but not limited to deadlines, and agree to inform each other about the possible impact on contractual obligations (if applicable).
- 29.2. Notwithstanding anything to the contrary within this Contract, the Parties acknowledge that deviations from the agreed upon deadlines for their obligations under this Contract may be required due to the effect of the restrictions on their activities in which case the affected party will not be liable for the effects caused by such delay, and the applicable deadlines will be deferred accordingly. The affected party will inform the other party as soon as possible, should such a situation occur.

30. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 30.1. This Contract shall be governed by, interpreted, and enforced in accordance with the laws of the Republic of Moldova.
- 30.2. The Parties shall use their best efforts to resolve disputes without recourse to judicial proceedings.
- 30.3. Any dispute or claim arising out of or in connection with this Contract, including breach, termination or invalidity thereof, shall be settled finally by arbitration under the Rules of Arbitration of the Chisinau International Court

of Commercial Arbitration of the American Chamber of Commerce in Moldova. The arbitral tribunal shall consist of three arbitrators. The seat of arbitration shall be Chisinau, the Republic of Moldova. The language of the arbitral proceedings shall be Romanian.

31. COMPLIANCE

31.1. SUN acts in accordance with the values and guidelines of the “Orange Group Code of Ethics” and the “Orange Group’s anti-corruption policy” available on www.orange.com (Supplier Code of conduct: <http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

31.2. In this regard, each Party undertakes to comply with all national, European and international legal and regulatory provisions applicable to their business related to fight against corruption, notably OCDE’s guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, the law “Sapin II” for transparency and fight against corruption, the Law of the Republic of Moldova on Integrity no. 82 dated 25.05.2017 and the Moldovan criminal and contravention codes pertaining to financial and economic crimes and misdemeanors and also subject to the international trade sanctions that may have been imposed by the European Union (including France) and the United States authorities pursuant to Chapter VII of the UN Charter, (hereinafter referred as the “**Rules**”).

Each Party undertakes not to be on lists such as the “Consolidated Travel Ban and Assets Freeze List” published by the United Nation Sanctions Committee, the “Specially Designated Nationals and Blocked Persons list” maintained by the OFAC, the “Asset Freeze Target List” held by the Treasury of United Kingdom, and the consolidated list of people, groups and entities subject to EU financial sanctions.

31.3. In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Rules by one of the Parties, the Parties shall introduce the relevant modifications to remedy it as quickly as possible.

31.4. Each Party undertakes, and also require its shareholders, directors, officers, employees, suppliers, affiliates and sub-contractors and each respective representative (hereinafter the “Third Parties”):

- to respect the Rules, by appropriate means for the effective implementation and maintaining of a compliance framework;
- that (i) the Third Parties and each person involved in any way in the performance of the Agreement comply with the Rules and that (ii) every necessary means used by the Party for the performance of the Agreement comply with the Rules.

31.5. In order to ensure compliance with the Rules for the duration of the Contract, the Parties shall provide on demand and at all time to the other Party all elements requested to establish such compliance, and shall inform the other Party without any delay, when they know or have reason to know, of any failure to comply with the Rules by them or any Third Party, as well as the corrective measures adopted to ensure compliance with the Rules.

At any time, SUN is entitled to audit, directly or by a third party designated by SUN, the Supplier and its Third Parties, in order to check the compliance with

the "Orange Group Code of Ethics", the "Orange Group's anti-corruption policy" and the Rules.

- 31.6. In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected; the other Party shall have the right to terminate the Contract pursuant to Clause 25 "Termination".

32. CORPORATE SOCIAL RESPONSABILITY

- 32.1. **Commitments of Sun** – Sun as member of the Orange Group acts in accordance with the "Commitments to Responsible Procurement" available on:

http://www.fournisseurs.orange.com/accueil_en.html

- 32.2. **Compliance with the Supplier Code of Conduct** - SUN has designed a "Supplier Code of Conduct" attached to this Contract (Annex 8) to share its social, societal and environmental commitments. By signing this Contract, each Party undertakes to comply with the Supplier Code of Conduct and to request its own suppliers and subcontractors and all people under its control, to respect the principles set out by the Code.

SUN may introduce some modifications to the Supplier Code of Conduct to always comply with any law, regulation or judicial decision. The last updated version of the Code of Conduct is available on:

<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>

- 32.3. **Compliance with the CSR Rules** – Each Party undertakes to comply, and require its subcontractors and all people under its control to comply with all applicable national, European and international rules relating to ethical standards and responsible behaviors, including, but not limited to, rules relating to human rights, environmental protection, health and safety of persons, and sustainable development (hereinafter referred to as the "CSR Rules").

In particular, in accordance with the French Law No. 2017-399 of 27 March, 2017 **on the "duty of care of parent companies and ordering companies"**, the Parties undertake to prevent harm to human rights and fundamental freedoms, health and safety of persons, and to the environment, in the course of their business activities.

Each Party undertakes to refrain and require its subcontractors and all people under its control, to refrain from using child or forced labor and fight against all discriminations.

- 32.4. **Reporting** - The Supplier undertakes to provide SUN with all of the information and data needed to i) comply with any mandatory reporting obligation and ii) implement the CSR Rules.

The Parties will meet regularly to review the indicators related to the compliance with the CSR Rules and their assessment or to define an action plan and follow-up measures, where needed.

- 32.5. **Audits and assessments** - At any time, SUN and/or its authorized representative is entitled to assess or audit, directly or by a third party designated by SUN, the Supplier and its subcontractors and all people under its control, in order to ascertain the compliance with the Supplier Code of Conduct in force and the CSR Rules.

In case of sub-contracting, the Supplier shall take all necessary steps with its subcontractors and all people under its control to ensure that they comply with the CSR Rules and to ensure that Orange can access to their premises. The means of intervention applicable to the above operations shall be defined jointly by Orange and the Supplier.

- 32.6. **Termination** - The Supplier shall promptly notify SUN of any breach to the CSR Rules or Code of Conduct that comes to its attention and implement all appropriate measures to remedy such a breach. In the event of a persistent, repeat or deliberate breach to the above obligations, Orange shall be entitled to terminate the present Contract in accordance with the provisions of the Clause 25 "Termination".

33. SUN 'S ENVIRONMENTAL AND HEALTH AND SAFETY REQUIREMENTS

In addition to the requirements of the Supplier Code of Conduct, SUN may request all necessary information based on recognized standards to enable assessment of its CO2 emissions.

33.1. Environmental provisions

- 33.1.1. From the earlier design stage, the Supplier shall identify the negative environmental impacts (water, soil, air, smell, view and health) of its Equipment, including packaging, and Services throughout their entire life-cycle. The Supplier shall make associated data available to SUN, on request.
- 33.1.2. The Supplier undertakes to:
- At the very least, set up and maintain environmental measures (objectives, legislative monitoring etc.). In such case, the Supplier shall provide to SUN with its implementation plan on request; or
 - demonstrate that an Environmental Management System is set up; or
 - set up and maintain an ISO 14001 (or EMAS) certified Environmental Management System and provide SUN with a copy of the certificate on request.
- 33.1.3. The Supplier shall ensure that the environmental authorizations, licenses, validations, agreements, approvals, certifications, ratifications and other compliance documents held are sufficient for the performance of its own services and the services of its chosen Subcontractors and shall list and make the same available to SUN on request.

33.2. Health & Safety Provisions

- 33.2.1. For Deliverables, Products and/or Services provided to SUN, the Supplier shall ensure that all of the staff of the Supplier and of its subcontractors working on a SUN site comply with the laws, regulations and texts on

health and safety in the workplace that specifically apply to the site or entity.

- 33.2.2. The Supplier undertakes to:
- at the very least, assess the risks, control and reduce the impacts on health and safety in the work place as much as possible; or
 - set up and maintain appropriate measures to ensure that the working conditions comply with health and safety provisions; or
 - maintain a Health and Safety Management System within the meaning of international standards (OHSAS 18001 or similar). In case of certification, it shall provide SUN with a certificate's copy on request.

33.3. Warning mechanism

- 33.3.1. The Supplier shall warn SUN in case of proven non-compliance with environmental and health and safety requirements. In case of warning, the Supplier shall as soon as possible, at least for its own part, provide SUN with an analysis of the situation and an action plan. This action plan will be implemented without any additional cost to SUN and the Supplier shall provide proof of action plan's efficiency.
- 33.3.2. In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected, the other Party shall have the right to terminate the Agreement under the provisions set forth in Clause 25 "Termination".

34. MISCELLANEOUS

- 34.1. Each Party represents and warrants that: (i) it has the full authority to enter into this Contract (including all attached schedules and amendments) and perform its obligations under this Contract and that the person(s) executing this Contract on its behalf has/have the authority to bind it; and (ii) it shall comply with all applicable laws and regulations in carrying out its rights and obligations under this Contract and shall conduct its business in a professional and business-like manner.
- 34.2. All rights, remedies, undertakings and obligations contained in this Contract shall be cumulative and none of them shall be in limitation of any other rights, remedies, undertakings or obligations of any party.
- 34.3. The failure to exercise or delay in exercising a right or remedy under this Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 34.4. This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and supersedes and cancels any and all prior oral or written agreements, understandings or discussions between the parties on such subject matter.
- 34.5. No alteration, modification or waiver of any of the terms of this Contract shall be binding unless in writing signed by a duly authorized representative on behalf of each party to this Contract.

- 34.6. Except as otherwise stated in this Contract, in the event that any provision contained herein is held to be invalid, illegal or unenforceable in any respect, this shall not affect the validity or enforceability of any other provision of this Agreement, provided that if necessary to maintain the intent of the Parties, the Parties shall negotiate in good faith to amend this Contract to replace the invalid, illegal or unenforceable provision with an enforceable provision which reflects such intent as closely as possible.
- 34.7. Nothing in this Contract shall constitute a partnership or joint venture between the parties. Neither Party shall do or permit to be done anything by which it may be represented as a partner of the other.
- 34.8. Subject to Clause 26, this Contract is without prejudice to the Parties' right to participate in similar agreements with other companies, whether or not in existence on the date of this Agreement.
- 34.9. The clause headings in this Contract are for the convenience of the Parties only and shall not limit, govern or otherwise affect its interpretation in any way. The words "include", "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 34.10. Any reference to a party to the Contract includes a reference to its successors in title and permitted assigns where applicable.

35. ANNEXES

- 35.1. This Contract includes the following Annexes, which are integral part of this Contract:

Annex 1. Instructions for FTTH roll-out RFP

Annex 2. Passive network engineering requirements

Annex 3. Passive network service requirements

Annex 4. TCO FTTH Services and Passive equipment

Annex 5. Tools and documentation

Annex 6. KPI, SLA

Annex 7. Information Security Annex

Annex 8. Code of Conduct

- 35.2. In case of misinterpretations between provisions of this Contract and Annexes, the Annexes will prevail.

This Contract has been executed in two original counterparts, having the same legal validity, one for each Party.

Agreed to and executed by the authorized representatives:

For: **SUN COMMUNICATIONS SRL**

For **DACOM CONSTRUCT SRL**

By: _____

By: _____

Name: Maria ROTARU

Name: Vasile Pinzaru

Title:

Title: General Manager

Date:

Date:

DECLARAȚIE
privind dotările specifice, utilajul și echipamentul necesar pentru îndeplinirea corespunzătoare a contractului

Nr. d/o	Denumirea principalelor utilaje, echipamente, mijloace de transport, baze de producție (ateliere, depozite, spații de cazare) și laboratoare propuse de ofertant ca necesare pentru executarea lucrării, rezultate în baza tehnologiilor pe care el urmează să le adopte	Unitatea de măsură (bucăți și seturi)	Asigurate din dotare	Asigurate de la terți sau din alte surse
0	1	2	3	4
1.	Autocamion Ford Transit	buc	10	0
2.	Scara telescopica	Buc	10	0
3.	Ciocan retopercutor Hilti pe baterie electrica	Buc	10	0
4.	Polizor unghiular Hilti cu baterie electrica	Buc	8	0
5	Aparat de jonctura fibra optica :Fujicura S70"	Buc	4	0
6	Camion cu manipulator	Buc	2	0
7	Set instrumente pentru retelistica	Set	10	0
8	Reflectometru JDSU MTC 6000	Buc	2	0
9	Power/PON Metru	Buc	4	0

Nume:Pinzaru Ion
Funcția în cadrul întreprinderii:Administrator
Denumirea întreprinderii:Dacom Construct

Digitally signed by Pinzaru Ion
Date: 2025.04.03 08:35:56 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



DECLARAȚIE
privind personalul de specialitate propus pentru implementarea contractului

Nr. d/o	Funcția	Studii de specialitate	Vechimea în munca de specialitate (ani)	Numărul și denumirea lucrărilor similare executate în calitate de conducător	Numărul certificatului de atestare și data eliberării
1		2	3	4	5
	Ciocan Oleg-Proiectant autorizat	superioare	10	Lucrari contract cadru Orange Moldova	
	Iatic Sergei-Diriginte de santier	Tehnice colegiale	10	Lucrari contract cadru Orange Moldova	
	Gheorghita Alexei –inginer se telecomunicatii	Tehnice colegiale	17	Lucrari contract cadru Orange Moldova	
	Ivanovski Victor-manager proiect	superioare	21	Lucrari contract cadru Orange Moldova	
	Rusnac Gheorghe-inginer telecomunicatii	Tehnice colegiale	10	Lucrari contract cadru Orange Moldova	
	Tomsa Artiom-jonctor FO	Tehnice colegiale	4	Lucrari contract cadru Orange Moldova	
	Ilasciuc Cristian -jonctor FO	Tehnice colegiale	3	Lucrari contract cadru Orange Moldova	
	Moraru Vadim-jonctor FO	Tehnice colegiale	3	Lucrari contract cadru Orange Moldova	
	Ciochina Sergiu-jonctor FO	Tehnice colegiale	7	Lucrari contract cadru Orange Moldova	
	Jalba Valeriu Muncitor	medii	3	Lucrari contract cadru Orange Moldova	
	Balica Gheorghe-muncitor	Tehnice colegiale	4	Lucrari contract cadru Orange Moldova	
	Rotari Vasile-muncitor	Tehnice colegiale	8	Lucrari contract cadru Orange Moldova	
	Turcan Dumitru-Muncitor	medii	3	Lucrari contract cadru Orange Moldova	
	Ionascu Vasile-Muncitor	Tehnice colegiale	3	Lucrari contract cadru Orange Moldova	
	Mihai Anatolie-Muncitor	Tehnice colegiale	3	Lucrari contract cadru Orange Moldova	

"Dacom Construct" S.R.L.

Adresa: Chisinau bul. Mircea Cel Batrin 8/1 ap. 127

CF: 1013600024797 / TVA : 0405230 IBAN: MD11AG000000022512186214 SA Moldova Agroindbank fil. n6
Tel: 022 815 187 Fax: 022 815 189 Mobil: 068655200, 068870030, 068655202 email: dacom.construct@gmail.com

	Muntean Nicolae-Muncitor	medii	3	Lucrari contract cadru Orange Moldova	
	Betivu Dorel-Muncitor	medii	8	Lucrari contract cadru Orange Moldova	
	Boico Iurii-Muncitor	Tehnice colegiale	8	Lucrari contract cadru Orange Moldova	
	Grumeza Ion-Muncitor	Tehnice colegiale	8	Lucrari contract cadru Orange Moldova	
	Spinu Vasile-Muncitor	Tehnice colegiale	3	Lucrari contract cadru Orange Moldova	
	Mindicanu Denis-muncitor	Tehnice colegiale	3	Lucrari contract cadru Orange Moldova	
	Spinu Ion-Muncitor	Tehnice colegiale	3	Lucrari contract cadru Orange Moldova	

Funcția în cadrul întreprinderii: _____

Denumirea întreprinderii: _____

Digitally signed by Pinzaru Ion
Date: 2025.04.03 08:35:56 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



"Dacom Construct" S.R.L.

Adresa: Chisinau bul. Mircea Cel Batrin 8/I ap. 127

CF: 1013600024797 / TVA : 0405230 IBAN: MD11AG000000022512186214 SA Moldova Agroindbank fil. n6
Tel: 022 815 187 Fax: 022 815 189 Mobil: 068655200, 068870030, 068655202 email: dacom.construct@gmail.com

**LISTA SUBCONTRACTANȚILOR
ȘI PARTEA/PĂRȚILE DIN CONTRACT CARE SUNT
ÎNDEPLINITE DE ACEȘTIA**

Nr. d/o	Numele și adresa subantreprenorilor	Activități din contract	Valoarea aproximativă	% din valoarea contractului
1.	Nu sunt			
2.				
3.				
4.				

Semnat: _____

Nume: Pinzaru Ion

Funcția în cadrul întreprinderii: Administrator

Denumirea întreprinderii: Dacom Construct SRL

Digitally signed by Pinzaru Ion
Date: 2025.04.03 08:35:56 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



ANGAJAMENT TERȚ SUSȚINĂTOR FINANCIAR**Terț susținător financiar**

Nu este (denumirea)

ANGAJAMENT

privind susținerea financiară a ofertantului/candidatului\

**Către, AGENȚIA ASIGURARE RESURSE ȘI ADMINISTRARE PATRIMONIU A
MINISTERULUI APĂRĂRII**

Cu privire la procedura pentru atribuirea contractului **Lucrări de construcție Rețele ingineresti interioare/obiecte (telefonie, internet, radio, alarmă, tehnologie de producere) în cadrul Taberei Militare nr.136, Băcioi, noi ..*NU ESTE*** având sediul înregistrat la (*adresa terțului susținător financiar*), ne obligăm, în mod ferm, necondiționat și irevocabil, să punem la dispoziția (*denumirea ofertantului/candidatului*) toate resursele financiare necesare pentru îndeplinirea integrală și la termen a tuturor obligațiilor asumate de acesta conform ofertei prezentate și contractului de achiziție publică ce urmează a fi încheiat între ofertant și autoritatea contractantă.

Acordarea susținerii financiare nu implică alte costuri pentru achizitor, cu excepția celor care au fost incluse în propunerea financiară.

În acest sens, ne obligăm în mod ferm, necondiționat și irevocabil, să punem la dispoziția (*denumirea ofertantului/candidatului*) suma de (valoarea totală/parțială din propunerea financiară), necesară pentru îndeplinirea integrală, reglementară și la termen a contractului de achiziție publică.

Noi, (*denumirea terțului susținător financiar*), declarăm că înțelegem să răspundem față de autoritatea contractantă pentru neexecutarea oricărei obligații asumate de (*denumirea ofertantului*), în baza contractului de achiziție publică și pentru care (*denumirea ofertantului/candidatului*) a primit susținerea financiară conform prezentului angajament, renunțând în acest sens, definitiv și irevocabil, la invocarea beneficiului de diviziune.

Noi, ***NU ESTE*** (*denumirea terțului susținător financiar*), declarăm că înțelegem să renunțăm definitiv și irevocabil la dreptul de a invoca orice excepție de neexecutare, atât față de autoritatea contractantă, cât și față de (*denumirea ofertantului/candidatului*), care ar putea conduce la neexecutarea, parțială sau totală, sau la executarea cu întârziere sau în mod necorespunzător a obligațiilor asumate de noi prin prezentul angajament.

Noi, (*denumirea terțului susținător financiar*), declarăm că înțelegem să răspundem pentru prejudiciile cauzate autorității contractante ca urmare a nerespectării obligațiilor prevăzute în angajament.

Prezentul reprezintă angajamentul nostru ferm încheiat în conformitate cu prevederile art.21 alin.(6) al Legii nr.131/2015 privind achizițiile publice, care dă dreptul autorității contractante de a solicita, în mod legitim, îndeplinirea de către noi a anumitor obligații care decurg din susținerea financiară acordată (*denumirea ofertantului/candidatului*).

Data completării,

Terț susținător, (*semnătură autorizată*)

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**ANGAJAMENT PRIVIND SUSȚINEREA TEHNICĂ ȘI PROFESIONALĂ A
OFERTANTULUI/GRUPULUI DE OPERATORI ECONOMICI****ANGAJAMENT
privind susținerea tehnică și profesională
a ofertantului/candidatului**

Către, **AGENȚIA ASIGURARE RESURSE ȘI ADMINISTRARE PATRIMONIU A
MINISTERULUI APĂRĂRII**

(denumirea autorității contractante și adresa completă)

Cu privire la procedura pentru atribuirea contractului contractului **Lucrări de construcție Rețele ingineresti interioare/obiecte (telefonie, internet, radio, alarmă, tehnologie de producere)** în cadrul Taberei Militare nr.136, Băcioi, noi **NU ESTE** *(denumirea terțului susținător tehnic și profesional)*, având sediul înregistrat la

.....*(adresa terțului susținător tehnic și profesional)*, ne obligăm, în mod ferm, necondiționat și irevocabil, să punem la dispoziția*(denumirea ofertantului)* toate resursele tehnice și profesionale

necesare pentru îndeplinirea integrală și la termen a tuturor obligațiilor asumate de acesta, conform ofertei prezentate și contractului de achiziție publică ce urmează a fi încheiat între ofertant și autoritatea contractantă.

Acordarea susținerii tehnice și profesionale nu implică alte costuri pentru achizitor, cu excepția celor care au fost incluse în propunerea financiară.

În acest sens, ne obligăm în mod ferm, necondiționat și irevocabil, să punem la dispoziția

(denumirea ofertantului/candidatului) resursele tehnice și/sau profesionale de

.....necesare pentru îndeplinirea integrală, reglementară și la termen a contractului de achiziție publică.

Noi, **Nu ESTE** *(denumirea terțului susținător tehnic și profesional)*, declarăm că înțelegem să

răspundem, în mod necondiționat, față de autoritatea contractantă pentru neexecutarea oricărei obligații asumate de *(denumirea ofertantului/candidatului)*, în baza contractului de achiziție

publică, și pentru care *(denumirea operatorului/candidatului)* a primit susținerea tehnică și

profesională conform prezentului angajament, renunțând în acest sens, definitiv și irevocabil, la invocarea beneficiului de diviziune.

Noi, *(denumirea terțului susținător tehnic și profesional)*, declarăm că înțelegem să renunțăm

definitiv și irevocabil la dreptul de a invoca orice excepție de neexecutare, atât față de autoritatea

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contractantă, cât și față de(*denumire ofertant*), care ar putea conduce la neexecutarea, parțială sau totală, sau la executarea cu întârziere sau în mod necorespunzător a obligațiilor asumate de noi prin prezentul angajament.

Noi, (*denumirea terțului susținător tehnic și profesional*), declarăm că înțelegem să răspundem pentru prejudiciile cauzate autorității contractante ca urmare a nerespectării obligațiilor prevăzute în angajament.

Prezentul reprezintă angajamentul nostru ferm încheiat în conformitate cu prevederile art.22 alin.(6) al Legii nr. 131/2015 privind achizițiile publice, care dă dreptul autorității contractante de a solicita, în mod legitim, îndeplinirea de către noi a anumitor obligații care decurg din susținerea tehnică și profesională acordată (*denumirea ofertantului/candidatului*).

Data completării,

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Terț susținător,

MEMORIU TEHNIC

Privind ordinea operațiunilor executate,
tehnologia și metodele folosite (*propuse*) pentru realizarea lucrărilor

1. Denumirea/numele: Dacom Construct SRL
2. Codul fiscal: 1013600024797
3. Adresa sediului central: mun Chisinau str M. Cel Batrin 8/1 of 127
4. Telefon E-mail: 060233400; office@dacomconstruct.md
5. Certificatul de înregistrare _____

(numărul, data înregistrării)

6. Ordinea operațiunilor executate conform devizului ofertă:

- Analiza proiectului și verificarea documentației tehnice.
- Planificarea lucrărilor pe etape, conform graficului de execuție.
- Trasarea traseelor pentru cabluri și realizarea perforațiilor necesare.
- Instalarea rețelelor de telefonie: montarea cablurilor de cupru sau fibră optică, prizelor telefonice și a panourilor de distribuție.
- Instalarea rețelelor de internet: cablare UTP/FTP, montarea routerelor și switch-urilor
- Montarea sistemelor de radio: antene, cabluri coaxiale, receptoare și emițătoare.
- Instalarea sistemelor de alarmă: senzori de mișcare, centrale de alarmă, sirene
- Realizarea conexiunilor finale și testarea echipamentelor.
- Recepția lucrărilor și întocmirea procesului-verbal.

7. Tehnologia și metodele folosite (*propuse*) pentru realizarea lucrării/lucrărilor:

- Tehnologie de cablare structurată pentru rețelele de internet și telefonie, utilizând cabluri FTP, UTP sau fibră optică, în funcție de cerințe.
- Utilizarea tehnologiilor wireless pentru sistemele radio
- Montarea sistemelor de alarmă cu senzori PIR și centrale de control cu comunicație GSM/IP.
- Testarea echipamentelor utilizând metode standard de verificare a continuității, integrității și performanței rețelelor.
-

8. Materialele utilizate în procesul executării lucrărilor (caracteristici, producător, etc.):

- Cabluri UTP/FTP (Cat5e, Cat6), cabluri coaxiale, fibră optică – Producători: Legrand, Nexans, Prismian
- Conectori RJ45, prize de rețea, patch panel-uri – Producători: IEK, Leviton.
- Echipamente de telecomunicații: routere, switch-uri – Producători: HP modele Aruba Instant, ProCurve
- Blocuri de alimentare fara intrerupere(UPS)-model Eaton
- Sisteme de alarmă: centrale, senzori de mișcare – Producători: DSC, Paradox.

9. Mașinile, utilajul și tehnica folosită la executarea lucrării:

- Mașini de găurit și perforat pentru instalarea cablurilor
- Aparatură de măsură și testare: tester de cablu, reflectometru optic (OTDR).
- Unelte de sertizare și conectare: clești pentru conectori RJ45, echipamente de sertizare a fibrei optice.
- Scări și platforme mobile pentru acces la instalații înalte.

10. Echipamentul individual sau colectiv de protecție a lucrătorilor:

- Cască de protecție, mănuși dielectrice, ochelari de protecție
- Centuri de siguranță pentru lucrul la înălțime.
- Echipament de protecție pentru urechi în zone cu zgomot intens

11. Instrucțiunile personalului privind respectarea tehnicii securității în muncă:

- Instruirea privind utilizarea corectă a echipamentului de protecție.
- Verificarea periodică a echipamentelor electrice înainte de utilizare.
- Proceduri clare în caz de accident sau situații de urgență.

12. Modalitatea dirijării procesului de executare a lucrărilor:

- Dirijarea procesului de către un responsabil tehnic cu experiență în rețele ingineresti.
- Coordonarea echipelor de muncitori prin ședințe zilnice de planificare
- Monitorizarea calității execuției și respectarea termenelor prevăzute în grafic

Data completării 03.04.2025

Semnătura: _____

Ștampila

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Echipament	Specificatie tehnica echipament
Dulap de perete pentru telecomunicatii 19" 24U, 800x600 , usa din fata din sticla cu lacata	19" Rack-Mount 27U/600*800
ODF Panou 19",1U"	19" Optical Distibution Frame (ODF) 24 SC / 19" Patch-panel 24 SC
SWITCH 24x1G Rj45 ports and 4x10G SFP+ports	Aruba Instant On 1930 24G 4SFP+ Switch, 24-port RJ-45 10/100/1000 ports, Smart-managed Layer 2+, 4-SFP+ 100/1000/10000 Mbps ports, VLANs, IGMP Snooping, DSCP QoS policies STP/RSTP
SWITCH 48x1G Rj45 ports and 4x10G SFP+ports	Aruba Instant On 1930 48G 4SFP+ Switch, 48-port RJ-45 10/100/1000 ports, Smart-managed layer 2+, 4-SFP+ 100/1000/10000 Mbps ports, VLANs, IGMP Snooping, DSCP QoS policies STP/RSTP
24 porturi,patch paneli cat.6,1U"	Taiwan 24port 19" 1U Patch Panel Cat.6a STP Fully Shielded with Support Bar, tool 110 and toolless
48 porturi,patch paneli cat.6,1U"	Taiwan 48port 19" 1U Patch Panel Cat.6a STP Fully Shielded with Support Bar, tool 110 and toolless
Bloc de alimentare fara intrerupere UPS2200VA 2U, 19" rackmount	Eaton 9PX 2200i (9PX2200IRT3U)-Rack/Tower 3U-Dual Conversion (Online), Input: C20, Outputs: (8) C13,(2) C19, pure sinewave output,Rating (VA/Watts) 2200/2200,Ext. batt. Option
Transceiver 10G, LC SR SFP	Transceiver SFP+LR-20KM-DDM, SFP+ 10Gb/S Module dual fiber LC – 300m (CISCO compatible), 850nm (Multimode) with DDM
Suport rack pentru reglete 19" de tip: Cabeus FM-15-3U	Patch-panel wall-mounted UTP Cat6 12Port tool Krone & 110
Dulap de perete pentru telecomunicatii 19" 15U, 600x600 , usa din fata din sticla cu lacata	19" Rack-Mount 15U/600*600 black
SWITCH 24x1G Rj45 ports and 4x10G SFP+ports	Aruba Instant On 1930 24G 4SFP+ Switch, 24-port RJ-45 10/100/1000 ports, Smart-managed Layer 2+, 4-SFP+ 100/1000/10000 Mbps ports, VLANs, IGMP Snooping, DSCP QoS policies STP/RSTP
Dulap de perete pentru telecomunicatii 19" 42U, 800x800 , usa din fata din sticla cu lacata	19" Rack-Mount 42U/600*1000, usa din sticla cu lacat
SWITCH de distributie 1U, 24 ports SFP	HP ProCurve JC102A A5820-24XG-SFP+ Managed Gigabit Switch
PDU (Power distribution unit), 10A, 200-240V, 50/60Hz 8 prize Single Phase, vertical mounting for rack	19" 1U Power Distribution Unit (PDU) 8x220V Euro Outlets with Junction Box, aluminium alloy

Bloc de alimentare fara intrerupere UPS2200VA 2U, 19" rackmount	Eaton 9PX 2200i (9PX2200IRT3U)-Rack/Tower 3U-Dual Conversion (Online), Input: C20, Outputs: (8) C13,(2) C19, pure sinewave output,Rating (VA/Watts) 2200/2200,Ext. batt. Option
SFP module 30km, necesare pentru infrastruktura	SFP Gigabit Module dual fiber LC – 120km (CISCO, HP, MikroTik compatible), 1550nm with DDM
Raft pentru dulap de telecomunicatii 19" , cu suruburi (M6)	19" Front mounting shelf 1U/300mm, black
Dulap de perete pentru telecomunicatii 19" 21U, 800x800 , usa din fata din sticla cu lacata	19" Rack-Mount 27U/600*600, usa sticla cu lacata
SWITCH de distributie 1U,de tipul CRS310-1G-5S- 4S+IN	HP ProCurve JC102A A5820-24XG-SFP+ Managed Gigabit Switch
SWITCH 24x1G Rj45 ports and 4x10G SFP+ports	Aruba Instant On 1930 24G 4SFP+ Switch, 24-port RJ-45 10/100/1000 ports, Smart-managed Layer 2+, 4-SFP+ 100/1000/10000 Mbps ports, VLANs, IGMP Snooping, DSCP QoS policies STP/RSTP
SWITCH 24x1G Rj45 ports and 4x10G SFP+ports	Aruba Instant On 1930 24G 4SFP+ Switch, 24-port RJ-45 10/100/1000 ports, Smart-managed Layer 2+, 4-SFP+ 100/1000/10000 Mbps ports, VLANs, IGMP Snooping, DSCP QoS policies STP/RSTP
Priza HDMI	Priza HDMI, alba
Conector HDMI	CONNECTOR HDMI DE LIPIT, HICON HI-HD-MSK
Cablu HDMI	Cablu HDMI Cablexpert CC-HDMI4-10M/ 1m
Dulap de perete pentru telecomunicatii 19" 27U, 800x800 , usa din fata din sticla cu lacata	19" Rack-Mount 27U/600*600, usa sticla cu lacata
Dulap de perete pentru telecomunicatii 19" 21U, 800x800 , usa din fata din sticla cu lacata	19" Rack-Mount 27U/600*600, usa sticla cu lacata
SWITCH 24x1G Rj45 ports and 4x10G SFP+ports	Aruba Instant On 1930 24G 4SFP+ Switch, 24-port RJ-45 10/100/1000 ports, Smart-managed Layer 2+, 4-SFP+ 100/1000/10000 Mbps ports, VLANs, IGMP Snooping, DSCP QoS policies STP/RSTP
Raft pentru dulap de telecomunicatii 19", cu suruburi (M6)	19" Front mounting shelf 1U/300mm, black



SITUAȚIILE FINANCIARE

pentru perioada 01.01.2024 - 31.12.2024

Entitatea: DACOM CONSTRUCT S.R.L.

Cod CUIÎO: 40918854

Cod IDNO: 1013600024797

Sediul:

MD: 2044

Raionul(municipiul): 106, DDF RASCANI

Cod CUATM: 0140, SEC.CIOCANA

Strada: SECTORUL CIOCANA STR.Mircea cel Batrin bd. nr.8 bl.1 of.127

Activitatea principală: F4222, Lucrari de constructii a proiectelor utilitare pentru electricitate si telecomunicatii

Forma de proprietate: 15, Proprietatea privată

Forma organizatorico-juridică: 530, Societăți cu răspundere limitată

Date de contact:

Telefon: +37302281518

WEB:

E-mail: argentina8888@gmail.com

Numele și coordonatele al contabilului-șef: DI (dna) Gheorghita Argentina Tel. 068384465

Numărul mediu al salariaților în perioada de gestiune: 43 persoane.

Persoanele responsabile de semnarea situațiilor financiare* Pinzaru Ion

Unitatea de măsură: leu

BILANȚUL

la 31.12.2024

Anexa 1

Nr. cpt.	Indicatori	Cod rd.	Sold la	
			Începutul perioadei de gestiune	Sfârșitul perioadei de gestiune
1	2	3	4	5
	A C T I V			
A.	ACTIVE IMOBILIZATE			
	I. Imobilizări necorporale			
	1. Imobilizări necorporale în curs de execuție	010	12037718	454119
	2. Imobilizări necorporale în exploatare, total	020	1075	0
	din care:			
	2.1. concesiuni, licențe și mărci	021		
	2.2. drepturi de autor și titluri de protecție	022		
	2.3. programe informatice	023		

2.4. alte imobilizări necorporale	024	1075	0
3. Fond comercial	030		
4. Avansuri acordate pentru imobilizări necorporale	040		
Total imobilizări necorporale (rd.010 + rd.020 + rd.030 + rd.040)	050	12038793	454119
II. Imobilizări corporale			
1. Imobilizări corporale în curs de execuție	060		
2. Terenuri	070		
3. Mijloace fixe, total	080	2140739	2759083
din care:			
3.1. clădiri	081		
3.2. construcții speciale	082		
3.3. mașini, utilaje și instalații tehnice	083		
3.4. mijloace de transport	084	1757382	2521534
3.5. inventar și mobilier	085		
3.6. alte mijloace fixe	086	383357	237549
4. Resurse minerale	090		
5. Active biologice imobilizate	100		
6. Investiții imobiliare	110		
7. Avansuri acordate pentru imobilizări corporale	120		
Total imobilizări corporale (rd.060 + rd.070 + rd.080 + rd.090 + rd.100 + rd.110 + rd.120)	130	2140739	2759083
III. Investiții financiare pe termen lung			
1. Investiții financiare pe termen lung în părți neafiliate	140	15550526	6031906
2. Investiții financiare pe termen lung în părți afiliate, total	150		
din care:			
2.1. acțiuni și cote de participație deținute în părțile afiliate	151		
2.2 împrumuturi acordate părților afiliate	152		
2.3 împrumuturi acordate aferente intereselor de participare	153		
2.4 alte investiții financiare	154		
Total investiții financiare pe termen lung (rd.140 + rd.150)	160	15550526	6031906
IV. Creanțe pe termen lung și alte active imobilizate			
1. Creanțe comerciale pe termen lung	170		
2. Creanțe ale părților afiliate pe termen lung	180		
inclusiv: creanțe aferente intereselor de participare	181		
3. Alte creanțe pe termen lung	190		

	4. Cheltuieli anticipate pe termen lung	200		
	5. Alte active imobilizate	210		
	Total creanțe pe termen lung și alte active imobilizate (rd.170 + rd.180 + rd.190 + rd.200 + rd.210)	220		
	TOTAL ACTIVE IMOBILIZATE (rd.050 + rd.130 + rd.160 + rd.220)	230	29730058	9245108
B.	ACTIVE CIRCULANTE			
	I. Stocuri			
	1. Materiale și obiecte de mică valoare și scurtă durată	240	48265	124914
	2. Active biologice circulante	250		
	3. Producția în curs de execuție	260		
	4. Produse și mărfuri	270		
	5. Avansuri acordate pentru stocuri	280	1916848	5567069
	Total stocuri (rd.240 + rd.250 + rd.260 + rd.270 + rd.280)	290	1965113	5691983
	II. Creanțe curente și alte active circulante			
	1. Creanțe comerciale curente	300	19721744	20776375
	2. Creanțe ale părților afiliate curente	310		
	inclusiv: creanțe aferente intereselor de participare	311		
	3. Creanțe ale bugetului	320	273690	25865
	4. Creanțele ale personalului	330	339	920942
	5. Alte creanțe curente	340		
	6. Cheltuieli anticipate curente	350		
	7. Alte active circulante	360	95312	1128804
	Total creanțe curente și alte active circulante (rd.300 + rd.310 + rd.320 + rd.330 + rd.340 + rd.350 + rd.360)	370	20091085	22851986
	III. Investiții financiare curente			
	1. Investiții financiare curente în părți neafiliate	380		
	2. Investiții financiare curente în părți afiliate, total	390		
	din care:			
	2.1. acțiuni și cote de participație deținute în părțile afiliate	391		
	2.2. împrumuturi acordate părților afiliate	392		
	2.3. împrumuturi acordate aferente intereselor de participare	393		
	2.4. alte investiții financiare în părți afiliate	394		
	Total investiții financiare curente (rd.380 + rd.390)	400		
	IV. Numerar și documente bănești	410	256233	6830457
	TOTAL ACTIVE CIRCULANTE (rd.290 + rd.370 + rd.400 + rd.410)	420	22312431	35374426

	TOTAL ACTIVE (rd.230 + rd.420)	430	52042489	44619534
	P A S I V			
	CAPITAL PROPRIU			
	I. Capital social și neînregistrat			
	1. Capital social	440	5400	5400
	2. Capital nevărsat	450	()	()
	3. Capital neînregistrat	460		
	4. Capital retras	470	()	()
	5. Patrimoniul primit de la stat cu drept de proprietate	480		
	Total capital social și neînregistrat (rd.440 + rd.450 + rd.460 + rd.470 + rd.480)	490	5400	5400
	II. Prime de capital	500		
	III. Rezerve			
	1. Capital de rezervă	510		
	2. Rezerve statutare	520		
	3. Alte rezerve	530		
	Total rezerve (rd.510 + rd.520 + rd.530)	540		
	IV. Profit (pierdere)			
	1. Corecții ale rezultatelor anilor precedenți	550	X	-4335
	2. Profit nerepartizat (pierdere neacoperită) al anilor precedenți	560	38679695	27919070
	3. Profit net (pierdere netă) al perioadei de gestiune	570	X	6385291
	4. Profit utilizat al perioadei de gestiune	580	X	()
	Total profit (pierdere) (rd.550 + rd.560 + rd.570 + rd.580)	590	38679695	34300026
	V. Rezerve din reevaluare	600		
	VI. Alte elemente de capital propriu	610		
	TOTAL CAPITAL PROPRIU (rd.490 + rd.500 + rd.540 + rd.590 + rd.600 + rd.610)	620	38685095	34305426
C.				
	DATORII PE TERMEN LUNG			
	1. Credite bancare pe termen lung	630		
	2. Împrumuturi pe termen lung	640		
	din care:			
	2.1. împrumuturi din emisiunea de obligațiuni	641		
	inclusiv: împrumuturi din emisiunea de obligațiuni convertibile	642		
	2.2. alte împrumuturi pe termen lung	643		
	3. Datorii comerciale pe termen lung	650		
D.				

	4. Datorii față de părțile afiliate pe termen lung	660		
	inclusiv: datorii aferente intereselor de participare	661		
	5. Avansuri primite pe termen lung	670		
	6. Venituri anticipate pe termen lung	680		
	7. Alte datorii pe termen lung	690	1845938	2706450
	TOTAL DATORII PE TERMEN LUNG (rd.630 + rd.640 + rd.650 + rd.660 + rd.670 + rd.680 + rd.690)	700	1845938	2706450
E.	DATORII CURENTE			
	1. Credite bancare pe termen scurt	710		
	2. Împrumuturi pe termen scurt, total	720		
	din care:			
	2.1. împrumuturi din emisiunea de obligațiuni	721		
	inclusiv: împrumuturi din emisiunea de obligațiuni convertibile	722		
	2.2. alte împrumuturi pe termen scurt	723		
	3. Datorii comerciale curente	730	8064401	3011788
	4. Datorii față de părțile afiliate curente	740		
	inclusiv: datorii aferente intereselor de participare	741		
	5. Avansuri primite curente	750	2700625	624
	6. Datorii față de personal	760	225654	330383
	7. Datorii privind asigurările sociale și medicale	770		147875
	8. Datorii față de buget	780	520776	3356988
	9. Datorii față de proprietari	790		760000
	10. Venituri anticipate curente	800		
	11. Alte datorii curente	810		
	TOTAL DATORII CURENTE (rd.710 + rd.720 + rd.730 + rd.740 + rd.750 + rd.760 + rd.770 + rd.780 + rd.790 + rd.800 + rd.810)	820	11511456	7607658
F.	PROVIZIOANE			
	1. Provizioane pentru beneficiile angajaților	830		
	2. Provizioane pentru garanții acordate cumpărătorilor/clientilor	840		
	3. Provizioane pentru impozite	850		
	4. Alte provizioane	860		
	TOTAL PROVIZIOANE (rd.830 + rd.840 + rd.850 + rd.860)	870		
	TOTAL PASIVE (rd.620 + rd.700 + rd.820 + rd.870)	880	52042489	44619534

SITUAȚIA DE PROFIT ȘI PIERDERE

de la 01.01.2024 până la 31.12.2024

Anexa 2

Indicatori	Cod rd.	Perioada de gestiune
------------	---------	----------------------

		precedenta	curenta
1	2	3	4
Venituri din vânzări, total	010	36287260	28803359
din care:	011		
venituri din vânzarea produselor și mărfurilor			
venituri din prestarea serviciilor și executarea lucrărilor	012	36287260	28803359
venituri din contracte de construcție	013		
venituri din contracte de leasing	014		
venituri din contracte de microfinanțare	015		
alte venituri din vânzări	016		
Costul vânzărilor, total	020	14661355	12459561
din care:	021		
valoarea contabilă a produselor și mărfurilor vândute			
costul serviciilor prestate și lucrărilor executate terților	022	14661355	12459561
costuri aferente contractelor de construcție	023		
costuri aferente contractelor de leasing	024		
costuri aferente contractelor de microfinanțare	025		
alte costuri aferente vânzărilor	026		
Profit brut (pierdere brută) (rd.010 - rd.020)	030	21625905	16343798
Alte venituri din activitatea operațională	040		
Cheltuieli de distribuire	050		
Cheltuieli administrative	060	6212390	8984137
Alte cheltuieli din activitatea operațională	070	143006	87647
Rezultatul din activitatea operațională: profit (pierdere) (rd.030 + rd.040 - rd.050 - rd.060 - rd.070)	080	15270509	7272014
Venituri financiare, total	090	112818	12103800
din care:	091		
venituri din interese de participare			
inclusiv: veniturile obținute de la părțile afiliate	092		
venituri din dobânzi	093		
inclusiv: veniturile obținute de la părțile afiliate	094		
venituri din alte investiții financiare pe termen lung	095		
inclusiv: veniturile obținute de la părțile afiliate	096		
venituri aferente ajustărilor de valoare privind investițiile financiare pe termen lung și curente	097		
venituri din ieșirea investițiilor financiare	098		12053540
venituri aferente diferențelor de curs valutar și de sumă	099	112818	50260

Cheltuieli financiare, total	100	96857	12130011
din care:	101		
cheltuieli privind dobânzile			
inclusiv: cheltuielile aferente părților afiliate	102		
cheltuieli aferente ajustărilor de valoare privind investițiile financiare pe termen lung și curente	103		
cheltuieli aferente ieșirii investițiilor financiare	104		12037718
cheltuieli aferente diferențelor de curs valutar și de sumă	105	96857	92293
Rezultatul: profit (pierdere) financiar(ă) (rd.090 - rd.100)	110	15961	-26211
Venituri cu active imobilizate și excepționale	120		
Cheltuieli cu active imobilizate și excepționale	130		
Rezultatul din operațiuni cu active imobilizate și excepționale: profit (pierdere) (rd.120 - rd.130)	140		
Rezultatul din alte activități: profit (pierdere) (rd.110 + rd.140)	150	15961	-26211
Profit (pierdere) pînă la impozitare (rd.080 + rd.150)	160	15286470	7245803
Cheltuieli privind impozitul pe venit	170	1845938	860512
Profit net (pierdere netă) al perioadei de gestiune (rd.160 - rd.170)	180	13440532	6385291

SITUAȚIA MODIFICĂRILOR CAPITALULUI PROPRIU

de la 01.01.2024 pînă la 31.12.2024

Anexa 3

Nr. d/o	Indicatori	Cod rd	Sold la începutul perioadei de gestiune	Majorări	Diminuări	Sold la sfîrșitul perioadei de gestiune
1	2	3	4	5	6	7
I.	Capital social și neînregistrat					
	1. Capital social	010	5400			5400
	2. Capital nevărsat	020	()	()	()	()
	3. Capital neînregistrat	030				
	4. Capital retras	040	()	()	()	()
	5. Patrimoniul primit de la stat cu drept de proprietate	050				
	Total capital social și neînregistrat (rd.010 + rd.020 + rd.030 + rd.040 + rd.050)	060	5400			5400
II.	Prime de capital	070				
III.	Rezerve					
	1. Capital de rezervă	080				
	2. Rezerve statutare	090				

	3. Alte rezerve	100				
	Total rezerve (rd.080 + rd.090 + rd.100)	110				
IV.	Profit (pierdere)					
	1. Corecții ale rezultatelor anilor precedenți	120	X		4335	-4335
	2. Profit nerepartizat (pierdere neacoperită) al anilor precedenți	130	38679695		10760625	27919070
	3. Profit net (pierdere netă) al perioadei de gestiune	140	X	6385291		6385291
	4. Profit utilizat al perioadei de gestiune	150	X	()	()	()
	Total profit (pierdere) (rd.120 + rd.130 + rd.140 + rd.150)	160	38679695	6385291	10764960	34300026
V.	Rezerve din reevaluare	170				
VI.	Alte elemente de capital propriu	180				
	Total capital propriu (rd.060 + rd.070 + rd.110 + rd.160 + rd.170 + rd.180)	190	38685095	6385291	10764960	34305426

SITUAȚIA FLUXURILOR DE NUMERAR

de la 01.01.2024 până la 31.12.2024

Anexa 4

Indicatori	Cod rd	Perioada de gestiune	
		precedentă	curentă
1	2	3	4
Fluxuri de numerar din activitatea operațională			
Încasări din vânzări	010	30049317	40206027
Plăți pentru stocuri și servicii procurate	020	17084476	15156911
Plăți către angajați și organe de asigurare socială și medicală	030	7795956	13634311
Dobânzi plătite	040		
Plata impozitului pe venit	050	2004700	
Alte încasări	060	2740000	
Alte plăți	070	58210	5647349
Fluxul net de numerar din activitatea operațională (rd.010 - rd.020 - rd.030 - rd.040 - rd.050 + rd.060 - rd.070)	080	5845975	5767456
Fluxuri de numerar din activitatea de investiții			
Încasări din vânzarea activelor imobilizate	090		1000000
Plăți aferente intrărilor de active imobilizate	100		
Dobânzi încasate	110		
Dividende încasate	120		
inclusiv: dividende încasate din străinătate	121		

Alte încasări (plăți)	130		
Fluxul net de numerar din activitatea de investiții (rd.090 - rd.100 + rd.110 + rd.120 ± rd.130)	140		1000000
Fluxuri de numerar din activitatea financiară			
Încasări sub formă de credite și împrumuturi	150		
Plăți aferente rambursării creditelor și împrumuturilor	160		
Dividende plătite	170		
inclusiv: dividende plătite nerezidenților	171		
Încasări din operațiuni de capital	180		
Alte încasări (plăți)	190	-5922636	-178460
Fluxul net de numerar din activitatea financiară (rd.150 - rd.160 - rd.170 + rd.180 ± rd.190)	200	-5922636	-178460
Fluxul net de numerar total (± rd.080 ± rd.140 ± rd.200)	210	-76661	6588996
Diferențe de curs valutar favorabile (nefavorabile)	220	14806	-14772
Sold de numerar la începutul perioadei de gestiune	230	318088	256233
Sold de numerar la sfârșitul perioadei de gestiune (± rd.210 ± rd.220 + rd.230)	240	256233	6830457

Documente atașate - Notă explicativă (fișierul pdf)

 Nota explicativa Bilant 2024 Dacom -1.semnat.pdf

Lichiditatea generala

Lichiditatea generala din bilantul anului 2024 (active circulante/ datorii curente*100%)

Total active circulante- 35374426. 00 MDL

Total datorii-10314108.00 MDL

$35374426.00:10314108.00 \times 100\% = 342.97\%$

Administrator Dacom Construct SRL

Pinzaru Ion

Digitally signed by Pinzaru Ion
Date: 2025.04.03 08:35:56 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



"Dacom Construct" S.R.L.

Adresa: Chisinau bul. Mircea Cel Batrin 8/1 ap. 127

CF: 1013600024797 / TVA : 0405230 IBAN: MD11AG000000022512186214 SA Moldova Agroindbank fil. n6
Tel: 022 815 187 Fax: 022 815 189 Mobil: 068655200, 068870030, 068655202 email: dacom.construct@gmail.com

**Cifra de afaceri medie anuala
Pentru anii 2022-2024**

Anul 2022- 34808491,00 MDL

Anul 2023- 36287260,00 MDL

Anul 2024- 41262920.00 DL

Total- 112358671.00 MDL

Cifra medie-37452890.33 MDL

Administrator Dacom Construct SRL

Pinzaru Ion

Digitally signed by Pinzaru Ion
Date: 2025.04.03 08:35:56 EEST
Reason: MoldSign Signature
Location: Moldova

MOLDOVA EUROPEANĂ



"Dacom Construct" S.R.L.

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Tel: 022 815 187 Fax: 022 815 189 Mobil: 068655200, 068870030, 068655202 email: dacom.construct@gmail.com



GUVERNUL
REPUBLICII
MOLDOVA



SERVICIUL FISCAL DE STAT



CERTIFICAT

privind lipsa sau existența restanțelor față de bugetul public național

Nr.
№

0850797

Din
От

01.04.2025 08:50



DATE DESPRE CONTRIBUABIL / ИНФОРМАЦИЯ О НАЛОГОПЛАТЕЛЬЩИКЕ

Codul fiscal / Numărul de identificare

Фискальный код / Идентификационный номер

1013600024797

Denumirea

Наименование

Societatea cu Răspundere Limitată DACOM CONSTRUCT



ATESTAREA LIPSEI SAU EXISTENȚEI RESTANȚELOR CONFORM DATELOR SISTEMULUI INFORMAȚIONAL AUTOMATIZAT / ПОДТВЕРЖДЕНИЕ ОТСУТСТВИЯ ИЛИ НАЛИЧИЯ ЗАДОЛЖНОСТЕЙ СОГЛАСНО ДАННЫМ ИНФОРМАЦИОННОЙ АВТОМАТИЗИРОВАННОЙ СИСТЕМЫ

La data emiterii prezentului certificat restanța față de bugetul public național constituie

На дату выдачи данной справки задолженность перед национальным публичным бюджетом составляет

122.86 MDL

În temeiul art. 129 pct. 13) lit. c) din Codul fiscal, suma neachitată a obligațiilor fiscale în cuantum de până la 500 de lei inclusiv nu se consideră restanță față de bugetul public național în scopul atestării lipsei restanțelor față de bugetul public național ale contribuabililor.



VALABIL PÂNĂ LA / ДЕЙСТВИТЕЛЕН ДО

16.04.2025 08:50



Prezentul document este eliberat în temeiul Art. 29, alin. (3) din Legea cu privire la registre nr. 71/2007 și în baza datelor furnizate de Serviciul Fiscal de Stat în Portalul Guvernamental al Cetățeanului și al Unităților de Drept / Справка выдана в соответствии со ст. 29 п. (3) Закона о реестрах № 71/2007 на основании данных, предоставленных Государственной налоговой службой на Портале Правительства Гражданина и Юридических Лиц.

Generat și semnat de Portalul Guvernamental al Cetățeanului și al Unităților de Drept la 01.04.2025 08:50

Prezentul certificat este semnat electronic în conformitate cu Legea nr.124 din 19.05.2022

Сертификат подписан электронной подписью в соответствии с Законом № 124 от 19.05.2022



Certificatul este descărcat din Portalul Guvernamental al Cetățeanului și al Unităților de Drept (mcabinet.gov.md) și este semnat electronic de către posesorul acestui portal și are aceeași valoare juridică ca și documentele eliberate pe suport de hârtie de către organele cu atribuții de administrare fiscală. Verificarea autenticității semnăturii electronice poate fi realizată cu ajutorul Serviciului Guvernamental de Semnătură Electronică (msign.gov.md)

Сертификат скачен с Правительственного Портала Гражданина и Юридических Лиц (mcabinet.gov.md) и подписан электронной подписью владельца портала и имеет такую же юридическую силу, как и документы выдаваемые на бумаге органами налоговой администрации. Проверку подлинности электронной подписи можно осуществить с помощью Государственной Службой Электронной Подписью (msign.gov.md)



BC "MAIB" SA Chisinau, Cod bancar: AGRNMD2X

EXTRAS DE CONT
pentru 03.04.2025 - 03.04.2025

Titular: **DACOM CONSTRUCT S.R.L.**

Cod Fiscal: **1013600024797**

Nr. contului: **22512186214**

Valuta: **MDL**

N/O	Data	Codul bancii	Cont corespondent	Cod fiscal corespondent	Denumire corespondent	Numarul document.	Tip doc.	Debit	Credit	Destinatia platii
Sold initial la data 03.04.2025									2702146.31	
Rulaje la data 03.04.2025								0.00	0.00	
Sold final la 03.04.2025									2702146.31	
Total Rulaje								0.00	0.00	

Data perfectarii: 03.04.2025 06:19:19





BC "MAIB" SA Chisinau, Cod bancar: AGRNMD2X

EXTRAS DE CONT
pentru 03.04.2025 - 03.04.2025

Titular: **DACOM CONSTRUCT S.R.L.**

Cod Fiscal: **1013600024797**

Nr. contului: **22512186216**

Valuta: **EUR**

N/O	Data	Curs valutar	Cont corespondent	Cod fiscal corespondent	Denumire corespondent	Numarul document.	Tip doc.	Debit Nominal	Debit Echiv. MDL	Credit Nominal	Credit Echiv. MDL	Destinatia platii
Sold initial la data 03.04.2025								149898.19				
Rulaje la data 03.04.2025								0.00		0.00		
Sold final la 03.04.2025								149898.19				
Total Rulaje								0.00	0.00	0.00	0.00	

Data perfectarii: 03.04.2025 06:19:40





CERTIFICAT DE INREGISTRARE

Acest certificat confirma faptul că sistemul de management al

DACOM CONSTRUCT S.R.L.

**mun. Chișinău, sec. Ciocana, str. Mircea cel Bătrân bd., 8/1, ap.(of.) 127,
Republica Moldova**

a fost auditat și aprobat de către
Quay Audit UK Ltd pentru următorul standard de management :

ISO 9001:2015

Sistemul de management aprobat se aplică pentru următoarele domenii de activitate:

**Construcții, reconstrucții, restaurări și consolidări ale clădirilor rezidențiale și nerezidențiale și alte proiecte ingineresti.
Lucrări de: izolații termice, instalații electrice, de încălzire, ventilare, tehnico-sanitare, finisare, alte lucrări speciale. Activități
de arhitectură și inginerie.**

Acest certificat se aplica pentru acele domenii de activitate descrise
în Codurile NACE(CAEN) enumerate mai jos, recunoscute internațional:

41 20, 42 99, seria 432, 433, 439, 71 1

Aprobat initial la	24 August 2022
Certificare curentă	24 August 2022
Certificatul expira la	24 August 2025
Numarul certificatului	4158779



În numele **Quay Audit UK Limited**



www.ascb.com



www.global-accreditation.org



www irqao.com

Aneste este ansest fect acclatit cu tuzat pntu centru de cace Accreditation Services for Certifying Bodies. O rezult de care Quay Audit UK Limited este cert de detele sau conotitate de cauză, ea nu tevenit ceranone a mape în La Eudite. 2022 Evaluarea conformitate, care te centu orga nme care este s mape audit si cert fect de sistem de management. Acest certificat este valid. Numarul de audit este 4158779. International Register of Quality Accredited Bodies (www.irqao.com)

Grove House 8 St. Julian's Friars Shrewsbury Shropshire SY1 1XL | (44)1743 351677 | post@quayaudit.co.uk | www.quayaudit.co.uk



CERTIFICAT DE INREGISTRARE

Acest certificat confirma faptul că sistemul de management al

DACOM CONSTRUCT S.R.L.

**mun. Chișinău, sec. Ciocana, str. Mircea cel Bătrân bd., 8/1, ap.(of.) 127,
Republica Moldova**

a fost auditat și aprobat de către

Quay Audit UK Ltd pentru următorul standard de management :

ISO 14001:2015

Sistemul de management aprobat se aplică pentru următoarele domenii de activitate:

**Construcții, reconstrucții, restaurări și consolidări ale clădirilor rezidențiale și nerezidențiale și alte proiecte ingineresti.
Lucrări de: izolații termice, instalații electrice, de încălzire, ventilare, tehnico-sanitare, finisare, alte lucrări speciale. Activități
de arhitectură și inginerie.**

Acest certificat se aplica pentru acele domenii de activitate descrise
în Codurile NACE(CAEN) enumerate mai jos, recunoscute internațional:

4120, 4299, seria 432, 433, 439, 711



Aprobat initial la	19 Februarie 2025
Certificare curentă	19 Februarie 2025
Certificatul expira la	19 Februarie 2028
Numarul certificatului	4159712



În numele **Quay Audit UK Limited**



www.ascb.com



www.global-accreditation.org



www.irqao.com

Acesta este un certificat acreditat și autorizat pentru emitere de către Accreditation Service for Certifying Bodies U.K., evaluat de către Quay Audit UK Limited față de criteriile definite și în cunoștință de cauză, cea mai recentă versiune a standardului ISO/IEC 17021 "Evaluarea conformității. Cerințe pentru organisme care efectuează audit și certificare ale sistemelor de management". Acest certificat este valabil numai atunci când se găsește în registrul International Register of Quality Assessed Organisations: www.irqao.com

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CERTIFICAT DE INREGISTRARE

Acest certificat confirma faptul că sistemul de management al

DACOM CONSTRUCT S.R.L.

**mun. Chișinău, sec. Ciocana, str. Mircea cel Bătrân bd., 8/1, ap.(of.) 127,
Republica Moldova**

a fost auditat și aprobat de către

Quay Audit UK Ltd pentru următorul standard de management :

ISO 45001:2018

Sistemul de management aprobat se aplică pentru următoarele domenii de activitate:

**Construcții, reconstrucții, restaurări și consolidări ale clădirilor rezidențiale și nerezidențiale și alte proiecte ingineresti.
Lucrări de: izolații termice, instalații electrice, de încălzire, ventilare, tehnico-sanitare, finisare, alte lucrări speciale. Activități
de arhitectură și inginerie.**

Acest certificat se aplica pentru acele domenii de activitate descrise
în Codurile NACE(CAEN) enumerate mai jos, recunoscute internațional:

4120, 4299, seria 432, 433, 439, 711

Aprobat initial la	19 Februarie 2025
Certificare curentă	19 Februarie 2025
Certificatul expira la	19 Februarie 2028
Numarul certificatului	4159713



În numele **Quay Audit UK Limited**



www.ascb.com



www.global-accrreditation.org



www.irqao.com

Acesta este un certificat acreditat și autorizat pentru emitere de către Accreditation Service for Certifying Bodies LLC, evaluat de către Quay Audit UK Limited față de criteriile definite și, în cunoștință de cauză, cea mai recentă versiune a standardului ISO/IEC 17021 "Evaluarea conformității. Cerințe pentru organisme care efectuează audit și certificare ale sistemelor de management". Acest certificat este valabil numai atunci când se regăsește în registrul International Register of Quality Assessed Organisations: www.irqao.com

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REPUBLICA



MOLDOVA

MINISTERUL INFRASTRUCTURII
ȘI DEZVOLTĂRII REGIONALE

CERTIFICAT

de atestare tehnico-profesională

Seria 2022-P

Numărul 0848

Eliberat domnului (doamnei): **Ciocan Oleg**

Pentru a activa în calitate de: **Proiectant**

Domeniul (ile):

Proiectarea rețelilor și instalațiilor de telecomunicații.

Exigențele esențiale:

- A - rezistență și stabilitate;
- B - siguranță în exploatare;
- C - siguranță la foc;
- D - igienă, sănătatea oamenilor, refacerea și protecția mediului înconjurător;
- E - izolație termică, hidrofuğă și economie de energie;
- F - protecție împotriva zgomotului.
- G - utilizare sustenabilă a resurselor naturale.

Data eliberării: **18 mai 2022**

Valabil pînă la **18 mai 2027**

*Dacă la emiterea acestui document,
ați sesizat acțiuni de implicare în acte de corupție,
Va rugăm să ne informați la Linia anticorupție a
ministerului 022250535,
WhatsApp 078777975
sau mesaj la adresa de
e-mail: anticorupție@mif.gov.md*



Veaceslav SIPITCA

Secretar de stat

REPUBLICA



MOLDOVA

**MINISTERUL ECONOMIEI
ȘI INFRASTRUCTURII**

CERTIFICAT

de atestare tehnico-profesională

Seria 2021-DLS

Numărul 0516

Eliberat domnului (doamnei): **Iașic Serghei**

Pentru a activa în calitate de: **Diriginte cu executarea lucrărilor specializate
și instalațiilor aferente construcțiilor**

Domeniile:

6. Instalații și rețele de telecomunicație.

Exigențele esențiale:

- A - rezistență și stabilitate;
- B - siguranță în exploatare;
- C - siguranță la foc;
- D - igienă, sănătatea oamenilor, refacearea și protecția mediului înconjurător;
- E - izolație termică, hidrofugă și economie de energie;
- F - protecție împotriva zgomotului.
- G - utilizare sustenabilă a resurselor naturale.

Data eliberării **23 iunie 2021**

Valabil până la **23 iunie 2026**



Mihail LUPĂȘCU

[Signature]
Secretar de Stat



nr.1608/25 din 25.03.2025

A V I Z

pentru participare la licitațiile publice de lucrări din domeniul construcțiilor și instalațiilor

Eliberat întreprinderii **SRL „DACOM CONSTRUCT”, IDNO 1013600024797**, conform cererii nr.3730/25 din 24.03.2025. În urma verificării actelor prezentate și informației rezultate din actele de control în ultimii 3 (trei) ani, potrivit Ordinului nr. 69 din 07.05.2021, Inspectoratul Național pentru Supraveghere Tehnică constată următoarele:

Nr. d/o	Informații	Noțiuni	DA	NU	Notă
I	Încălcări constatate prin procese - verbale de control, emise în temeiul Legii nr.131/2012 și/sau H.G. nr. 360/1996, intrate în vigoare, necontestate, sau contestate dar confirmate prin hotărâri judecătorești executorii definitive:	Încălcări foarte grave (art. 5 ¹ Legea 131/2012)		NU	
		Sanțiuni economice (cu exagerări ale costului mari de 15% din valoarea lucrărilor executate, inclusiv)		NU	
II	Au fost înregistrate cazuri de accidente:	Accidente tehnice grave		NU	
III	Întreprinderea dispune de necesarul de personal propriu calificat (specialiști și muncitori specializați cu certificate de atestare tehnico-profesională.), tehnică specializată (mecanisme, utilaje), încăperi separate corespunzătoare genului de activitate (sector de producere, depozit, oficiu) pentru executarea următoarelor tipuri de lucrări:	Construcții civile, industriale și agrozootehnice A. Terasamente, lucrări la structura clădirilor; B. structuri metalice; C. finisare, amenajare, protecție.		NU	
		Construcții rutiere: A. drumuri și piste de aviație; B. poduri; C. căi ferate.		NU	
		Construcții speciale: A. hidrotehnice și pentru îmbunătățiri funciare; B. fântâni arteziene; C. porturi și debarcadere; D. mine, cariere; E. tuneluri.		NU	
		Instalații și rețele tehnico-edilitare: A. de alimentare cu apă și canalizare; B. de încălzire; C. ventilație, climatizare; D. electrice; E. de automatizare; F. telecomunicație; G. semnalizare; H. frigorifice, compresoare; I. tehnologice.	DA		F
		Instalații industrial periculoase: A. sub presiune, mecanisme de ridicat, cazane; B. chimico-tehnologice; C. gazoducte magistrale; D. sisteme de alimentare cu gaze.		NU	

Prezentul Aviz este cu titlu informativ și se eliberează la cererea solicitantului.
Este valabil 12 luni de la data eliberării.

Șef adjunct Inspectorat

Sergiu CHIRCU

T.Popa, 022244390

str. Alexandr Pușkin, nr. 22, mun. Chișinău, MD-2012, tel. +373-22-23-80-24, fax +373-22-24-25-84

E-mail: secretariat@inst.gov.md Pagina web: www.inst.gov.md



CJDA-25-175578 26.03.2025

Verificarea datelor documentului
electronic poate fi realizată
prin scanarea QR codului.



IDNO: 1013600024797

CERTIFICAT DE CAZIER JUDICIAR

Persoana juridică identificată prin IDNO 1013600024797 nu este înscrisă în Registrul informației criminalistice și criminologice al Republicii Moldova.

Daniela Amarii

Termenul de prescripție al actului juridic este de 3 luni din data eliberării.

CONFIDENȚIAL

ATENȚIE! Date cu caracter personal prelucrate în conformitate cu prevederile Legii Nr. 133 din 8 iulie 2011



STI01250326100931971

DACOM CONSTRUCT Manualul sistemului de management al calității

DECLARAȚIE privind personalul de specialitate



Aprobat director:
Pincaru Ion

Nr.	Nume prenume	Funcția	Cerere / contracte / Ordine	Documente prezente, Studii de specialitate, Calificări, etc	Vechimea în munca în specialitate (ani)	Numărul certificatului de calificare Data eliberării/valabilitate
		2		3	4	5
1.		Administrator/ Director		sepeștione	18	
2.		Director financiar		sepeștione	18	
3.		Director tehnic		sepeștione	21	
4.		Contabil șef			20	
5.		Manager în conducere			17	
6.		Proiectant			11	
7.		șef de echipă			14	

Responsabil SM

Y. J. T. 12.03.2025
Semnatura data



FIȘA DE POST

DENUMIREA POSTULUI:

RELAȚII IERARHICE: se subordonează

RELAȚII DE COLABORARE: cu

RELAȚII DE REPREZENTARE:

SCOPUL POSTULUI:

ACTIVITĂȚI PRINCIPALE:

1.

ATRIBUȚII PRINCIPALE (și sarcini aferente):

1.

RESPONSABILITĂȚILE POSTULUI:

Legat de activitățile specifice, răspunde de:

➤

Legat de disciplina muncii, răspunde de:

➤

AUTORITATEA POSTULUI:

➤

SPECIFICATIILE POSTULUI

NIVEL DE STUDII:

CURSURI DE PREGĂTIRE:

EXPERIENȚĂ:

ÎN SPECIALITATE:

PE POST:

CUNOSTINTE NECESARE:

➤

APTITUDINI SI DEPRINDERI NECESARE:

➤

CERINTE PENTRU EXERCITARE:

➤

CARACTERISTICI DE PERSONALITATE:

Am luat cunoștință

Nume, prenume

Semnătura

/ data



ORDIN №

din _____

Cu privire la numirea în funcție

ORDON:

Se numește în funcție de (funcția / responsabilitatea) din data de _____
d-l/ d-na (nume, prenume).

Aprobat director

"DACOM CONSTRUCT" S.R.L.

Am făcut cunoștință

Nume, prenume

Semnătura

data





DECLARAȚIE

privind dotările specifice, utilajelor și echipamentelor

Nr.	Denumirea	Anul de fabricare	Unități	Deținător	Nr. Contract arendă	Compania privind arenda
1.	Tractor YEB 524-64		1	Dac Construct SRL		
2.	semiescavator YEB 8024		1	— " —		
3.	Manipulator VECO		1	— " —		
4.	Manipulator KAN		1	— " —		
5.	Grăzeala MB 815 D		1	— " —		
6.	Microbus Vito		1	— " —		
7.	Aero-Transit		1	— " —		
8.	Ford-Transit		8	— " —		
9.	Plafondieră + caudion DAF		1	— " —		
10.						
11.						
12.						
13.						
14.						
15.						
16.						

Responsabil SM

Pinzaru Ion
Nume, prenume

[Signature]
Semnatura

12.03.2025
data





DECLARAȚIE privind echipamentele de măsură și monitorizare

Nr.	Denumirea echipamentului de măsură	Unitatea de măsură (bucăți)	Verificare metrologică	Asigurate din dotare	Asigurate de la terți sau din alte surse
1	Teodolit	1			

Responsabil Sistem de Management

Pinzaru Ion
Nume, prenume



12.03.2025
data

Lista documentelor externe

Nr. d/o	Denumirea actului normativ	Data actualizării	Conform sau Neconf.	Observ. Nr.
	Documente de sistem			
1.	SM EN ISO 9001:2015 Sisteme de management al calității și protecției mediului. Cerințe		Da	
2.	SM EN ISO 9000:2015 Sisteme de management al calității și protecției mediului. Definiții și vocabular. Cerințe legale și alte cerințe aplicabile.		Da	
	Documente privind Protecția mediului			
	Documente privind executarea lucrărilor conform domeniului de certificare			
3.				

NOTĂ:

- Standardele de tip GOST, EN sau ISO sunt verificate pe site-ul <https://shop.standard.md/ro>

Descrierea Observației nr.	Măsurile Întreprinse	Termen	Deschis raport de neconformitate nr.

Responsabil Sistem de Management

Ruzanu Ion
Nume, prenume



Semnătură

12.03.2025
data



DECLARAȚIE PRIVIND LISTA PRINCIPALILOR Clienți

Nr. crt.	Denumirea Beneficiarului	Nr. contract	Calitatea antreprenorului ¹⁾	Denumirea obiectului
1				
1	"Moldobelecon S.R.L."	15-ufinul		Rețea Internet Moldova
2	"Orange"	mai multe nr		Rețea Internet Moldova
3	"Eurasia"	mai multe nr		Speckle, Guralion,
4				Rețele electrice
5				
6				
7				
8				
9				
10				
11				
12				
13				

Responsabil SM

Pintaru Y.

Semnătura





PLAN DE INTERVENȚIE PENTRU SITUAȚII DE URGENȚĂ ȘI CAPACITATEA DE RĂSPUNS

NR. 1

<input type="checkbox"/> Descrierea situației de urgență:	
<ul style="list-style-type: none"> • Descrierea/ Aspectul de mediu: cutremur, scurgeri de gaz, scurt-circuit-incendiu, incendii 	
Cauza potențială: calamități naturale, mănuierea neglijentă a unui robinet de pe coloană, a generat scurgeri de gaz Incendiu la instalație electrică, fumatul în locurile nepermise, depozitare de deșeu, hârtie în alte locuri decât cele stabilite	
<ul style="list-style-type: none"> • Detecția : întreg personal 	
<ul style="list-style-type: none"> • Înștiințarea și alarmarea: numărul unic situații de Urgență - 112 	
<input type="checkbox"/> Amplasamentul : Biroul Companiei, locurile de lucru	
<input type="checkbox"/> Riscurile privind sanatatea si securitatea muncii(SSM)/situații de urgență:	
<ul style="list-style-type: none"> • Riscurile privind SSM: explozii, arsuri corporale, deces de personal 	
<ul style="list-style-type: none"> • Riscurile privind situațiile de urgență: 	
<input type="checkbox"/> Impactul asupra mediului: emisii în aer, diversările în apă, sol.	
<input type="checkbox"/> Echipa de intervenție : vezi lista mai jos	
<input type="checkbox"/> Echipamente și materiale de intervenție : vezi lista mai jos	
<input type="checkbox"/> Lista unităților specializate pentru intervenție: vezi lista mai jos	
<input type="checkbox"/> Documente necesare intervenției : Planul clădirii	<input type="checkbox"/> Locul de păstrare: Pe perete
<ul style="list-style-type: none"> • Graficul de realizare a măsurilor de intervenție 	Semestrial
<input type="checkbox"/> Măsuri de intervenție : instruiri privind situații de urgență	



Anexa 1

Aprobat director
Pinzaru Ion

Componența echipei de intervenție

Nr crt	Numele si prenumele	Locul de munca	Adresa	Telefon	Rolul in echipa	Observatii
1.	Pinzaru Ion	Director General	Chișinău	069040120	Decizii	
2.	Ivanovski Victor	Persoana de contact	Chișinău	060233400	Coordonare	
3.	Caramian Ion Petrescu Iosif	Responsabil SSM	Chișinău Chișinău	068884296 069870924	Elaborare instrucțiuni, instruire personal, audit intern SSM	
4.	Putregai Ion	Tehnolog	Chișinău	069210550	Responsabil SSM sector tehnologic	
5.	Stheophita Alex	manager con	Chiș	068655202		
6.	Tatic Serghei	șef echipa	Chiș	078120592		
7.	Tonaseo Vasile	șef echipa	Trzebeni	060237113		
8.	Galbea Valeriu	muncitor aut		067350804		
9.	Stasiescu Ion	șofer	Peretechna	079502854		
10.						
11.						
12.						
13.						

Responsabil SM

Pinzaru Ion
Nume, prenume



Semnătura

data

10.03.2025



Lista echipamentelor și materialelor folosite pentru intervenție

Nr. crt	Denumirea echipamentului/ materialului	Locul de unde se ridica	Deserventul echipament	Cine asigura materialul	Utilizat pentru:
1.	Materiale absorbante produs deversat (nisip, rumeguș, lavete)	Container în amplasamentul secției de producție secundară sau în spațial amenajat ca organizare de santier			Pentru controlul scurgerilor de combustibili, uleiuri
2.	Instrumente de colectare produs deversat (lopeți, maturi, găleți, târnacop)	Lângă container			Pentru controlul scurgerilor de combustibili, uleiuri
3.	Pichet PSI	În incinta bazei de producție			Stingere incendii
4.	Stingător de incendiu de natură electrică	Conform plan evacuare in caz incendiu			Stingere incendii
5.	Stingere de incendiu pentru mijlocul de trasport	În mijloc de transport			Stingere incendii
6.	Stingător de incendiu la computere	Conform plan evacuare in caz incendiu			Stingere incendii
7.	Cizme	Personal de intervenție			Stingere incendii, pentru controlul scurgerilor de combustibili, uleiuri
8.	Mănuși, ochelari, măști de praf etc.	Personal de intervenție			Stingere incendii, pentru controlul scurgerilor de combustibili, uleiuri
9.	Recipiente de colectare lichid deversat	La punctele de lucru			Pentru controlul scurgerilor de combustibili, uleiuri
10.	Trusă de prim ajutor	La punctele de lucru			Pentru personal afectat

Responsabil SM

Pinzaru Ion
Nume, prenume



data

12.03.2025



Lista unităților specializate pentru intervenție/inștiințare

Nr. crt	Denumirea unitatii	Adresa	Telefon/Fax	Observatii
1.	Serviciul Național Unic Pentru Apelurile de Urgență 112 din Republica Moldova	mun. Chișinău, str. Toma Ciorbă 32, MD-2004	112	
2.	Reprezentant sistem management DACOM CONSTRUCT S.R.L.		+373	
3.	Director General DACOM CONSTRUCT S.R.L.	Pînzaru Ion	+373	
4.				
5.				
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18.				
19.				
20.				

Responsabil SM Pînzaru Ion / 12.03.2023

Nume, prenume

Semnatura

Data



Nr. _____ din _____

GRAFIC REALIZARE A INTERVENȚIEI

în situația de urgență din data ____/____/____

1. DESCRIERE

.....

.....

.....

.....

2. ALARMARE

DATA ____/____/____ ORA _____

BENEFICIARI ÎNȘTIINȚĂRI

.....

.....

3. ECHIPA INTERVENȚIE

ȘEF ECHIPĂ

.....

MEMBRII

.....

.....

.....

RESURSE EXTERNE

.....

.....

4. ECHIPAMENT INTERVENȚIE

.....

.....

.....

.....

.....

.....

.....

.....

5. MOD ACTIUNE

.....

.....

.....

.....

6. REZULTATE

ŞEF ECHIPĂ INTERVENȚIE

7. ANALIZĂ SITUAȚIE DE URGENTĂ

ÎNCADRARE SITUAȚIE DE URGENTĂ

8. PLAN MASURI CORECTIV - PREVENTIVE

a.

Termen de realizare ____/____/____ Responsabil _____

b.

Termen de realizare ____/____/____ Responsabil _____

c.

Termen de realizare ____/____/____ Responsabil _____

COMISIA DE ANALIZĂ

APROB MANAGER GENERAL

1. _____

MEMBRII

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

.02.21

FIȘĂ EVALUARE FURNIZORI

Furnizor:

Date de identificare furnizor (adresa, telefon, fax, e-mail):

Produse/servicii furnizate:

Tip furnizor: ☐ potențial ☐ existent

Nr. Crt.	Criteriu de evaluare	Punctaj obtinut				
		1	2	3	4	5
1	C1 – raport preț/calitate					
2	C2 – facilități la plată					
3	C3 – termene de livrare					
4	C4 – varietatea ofertei de produse					
5	C5 – aspecte privind calitatea produselor*					
6	C6 – promptitudinea înlocuirii produselor neconforme*					
7	C7 – existența, funcționarea și certificarea unui SMC					
TOTAL						
PUNCTAJ TOTAL					

*- Criteriul nu se aplică furnizorilor potențiali (de la care încă nu s-au achiziționat produse/servicii).

Responsabil SM

Pinzaru Ion



12.03.2025

data



Lista furnizorilor acceptați

Nr.	Denumirea Furnizorilor	Numărul Contractului	Certificare ISO/ nr. Certificat/data	Produse/ servicii furnizate	Aprobați în baza (certificate conformitate, calitate)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Responsabil SM

 12.03.2023
data

ÎMBUNĂTĂȚIREA CONTINUĂ DIN PARTEA PERSONALULUI

1. Cum apreciați comunicarea cu conducerea "DACOM CONSTRUCT" SRL?

Descrieți:
.....
.....
.....

2. Ați simțit presiuni din partea conducerii?

DA ☐

NU ☐

3. Cum vi se pare locul de muncă ?

Descrieți :
.....
.....
.....

Propuneți îmbunătățiri a locului de muncă:

.....
.....
.....
.....

4. Intenționați să conlucrați cu compania în următorii 5 ani?

DA ☐

NU ☐

De ce?

.....
.....
.....

5. Veți recomanda altor persoane să lucreze în această companie?

DA ☐

NU ☐

De ce?

.....
.....
.....

Data :