

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

giz Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

Contract no.: 83389722
Project: Wirtschaftspolitische Beratung der
moldauischen Regierung II
Processing no.: 17.2182.8-001.00
Processed by: Nicoleta Lesco
Telephone:

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

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

(referred to hereinafter as "GIZ")

and

SRL Modulprof

**8, Moscova Bd., office 30A
Chisinau
Moldova
022 433 225
069 043 583
(referred to hereinafter as "Contractor").**

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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Tax no. 040 250 56973

Chairman of the Supervisory Board
Martin Jäger, State Secretary

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

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

1. Purpose of the Contract

Development of Technical Project Documentation for 8 production halls

2. Terms of Reference

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

3. Assignment of Personnel

In order to perform the services, it is anticipated that during the period from 30.09.2021 to 30.04.2022, appropriate experts shall be assigned by the Contractor.

4. Reports/Appraisals

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

5. Remuneration

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

Other costs

380,000.00	MDL	x up to	1.0	without quantity	
				up to	380,000.00 MDL
lump sum against proof of performance					
Design of 1 (one) hall.					

Other costs

95,000.00	MDL	x up to	7.0	without quantity	
				up to	665,000.00 MDL
lump sum against proof of performance					
Adapted design for 7 halls.					

Total remuneration

			up to		1,045,000.00 MDL
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(in words: One million forty-five thousand, 00 MDL)

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

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

6. Payments

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

Advance payment after signing of the Contract and written request for payment anticipated at 04.10.2021 up to 156,750.00 MDL.

Interim payment after settlement of services provided:

	<u>Anticipated date</u>	<u>Payment up to (MDL)</u>
1.	20.11.2021	156,750.00
2.	31.12.2021	78,375.00
3.	31.01.2022	235,125.00
4.	28.02.2022	156,750.00
5.	31.03.2022	78,375.00
6.	20.04.2022	78,375.00

Final payment after final invoice anticipated by 30.04.2022 up to 104,500.00 MDL.

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

7. Other provisions

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

8. General Terms of Contract

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

MD,

For the GIZ

5/10/2021



Thomas Foerch

Tax number
42297012



Andrei Zapanovici

Chisinau

place, date



SRL Modulprof

Tax number
1002600006436

Annexes

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

Contract no: 83389722
Project: Wirtschaftspolitische Beratung der
moldauischen Regierung II
Project no: 17.2182.8-001.00
Contractor: SRL Modulprof

1. Terms of Reference

Following the detailed Terms of Reference received, the contractor support the LPAs and FEZs in developing the architectural and technical documentation of the production halls in the greenfield areas of seven Free Economic Zones and one Industrial Park, where the Project has provided support in elaborating the development plans and technical documentation for basic infrastructure (power, gas, water supplies and sewerage). Those locations are:

- Subzone Crihana-Veche of the FEZ Balti;
- Subzone Calarași of the FEZ Ungheni-Business;
- Subzone Ceadir-Lunga of the FEZ Valkaneș;
- Subzone Soroca of the FEZ Ungheni-Business;
- Subzone Comrat of the of the FEZ Valkaneș;
- FEZ Valkaneș;
- FEZ Taraclia;
- Industrial Park Edineț.

The contractor shall develop the architectural solution of a standard design production hall of 2,250 square meters footprint that could be adapted to all the locations listed above. Moreover, the architectural solution shall provide the possibility for the modular mirror extension of the production hall.

The architectural solution developed by the contractor shall be subject to approval by the Project. Once approved, the contractor shall provide the necessary adjustments to the standard design taking into consideration the available plots sizes, landscape, available infrastructure, topographical, geological, and hydrological conditions of each above listed location.

The contractor shall develop the design documentation of the production halls following the technical specifications listed in the table below:

1. General data	Content
1.1. Land plots information	<p><i>Subzone Crihana-Veche of the FEZ Balti:</i></p> <ul style="list-style-type: none"> - Available master plan (Plan urbanistic zonal, hereafter PUZ); - Available topographic survey (note: The topographic surveys of all the locations were carried out for master plan (PUZ) development purposes. Therefore, the contractor shall assess whether the surveys might be used for the current assignment.);

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	<ul style="list-style-type: none"> - Available project documentations for basic utilities (power, gas, water supplies and sewerage); note: he project documentations of all the locations have been developed for the whole area of the industrial platform. The contractor shall assess whether the surveys might be used for the current assignment. - Land plot area: 23 hectares; - Free economic zone status; - Cadastral number: 1720102.001; - Land destination – construction purposes.
	<p><i>Subzone Calarași of the FEZ Ungheni-Business:</i></p> <ul style="list-style-type: none"> - Available PUZ; - Available topographic survey; - Available project documentations for basic utilities (power, gas, water supplies and sewerage); - Land plot area: 32 hectares; - Free economic zone status; - Cadastral number: 2544201.170; - Land destination – construction purposes.
	<p><i>Subzone Ceadir-Lunga of the FEZ Valkaneș:</i></p> <ul style="list-style-type: none"> - Available PUZ; - Available topographic survey; - Available project documentations for basic utilities (power, gas, water supplies and sewerage); - There is power, water and sewerage connectivity of the subzone; - Land plot area: 42 hectares; - Free economic zone status; - Cadastral numbers: 9602227.003, 9602227.008, 9602227.009; - Land destination – construction purposes, except 9602227.009 - agriculture.
	<p><i>Subzone Soroca of the FEZ Ungheni-Business:</i></p> <ul style="list-style-type: none"> - PUZ in development; - Available topographic survey; - Project documentations for basic utilities in development (power, gas, water supplies and sewerage); - Land plot area: 17.6 hectares; - Free economic zone status; - Cadastral numbers: 7801116.361, 7801116.362; - Land destination – construction purposes.
	<p><i>Subzone Comrat of the of the FEZ Valkaneș:</i></p> <ul style="list-style-type: none"> - PUZ in development; - Available topographic survey; - Power, gas, water and sewerage networks on site; - Land plot area: 48 hectares; - Free economic zone and Industrial park statuses;

<p>General plan, landscaping and land use, transport and pedestrian ways, parking spaces</p>	<p>Transport and pedestrian ways (feeder road to the production hall from the main road of the industrial platform)</p>
<p>2.2. Architectural - planimetric solutions</p>	<p>The spatial-volumetric solution of the construction shall be determined by the existing landscape and the functional destination of the premises in order to obtain a maximum degree of comfort, including for people with disabilities. Construction height regime: - 6 m for the production area; - 3 m for office spaces.</p>
<p>3. Content of the project documentation</p>	<p>Content</p>
<p>3.1. Architecture component</p>	<p>Floor plans development (production and offices areas); Roofing design; Façade development (all façades); Sections (at least two, depending on the proposed complexity of the building); Floor plan (materials estimation); Interior decoration estimation; Construction drawings; Development of additional elements; Transport and pedestrian ways; Master plan for the networks (without project); Materials estimation.</p>
<p>3.2. Structure engineering component</p>	<p>Structural calculation of the building; Foundation development; Development of load-bearing structures out of: <ul style="list-style-type: none"> ▪ Concrete structures; ▪ Metal constructions. </p>
<p>3.3. Project documentation for basic utilities (interior and exterior)</p>	<p>Interior: Water; Sewerage; Heating; Ventilation; Power; Basic lightening; Automatic fire alarm; Alert and evacuation control system; Exhaust system; Exterior: Exterior lightening; Power; Water and Sewerage;</p>

	<p>Cadastral numbers: 9601238.148, 9601238.049; Land destination – construction purposes, except 9601238.049- agriculture.</p> <p><i>FEZ Valkaneş (in the City of Vulcăneşti):</i></p> <p>PUZ in development; Available topographic survey; Project documentations for basic utilities in development (power, gas, water supplies and sewerage); Land plot area: 65 hectares; Free economic zone status; Cadastral number: 9603311.113, 9603311.080; Land destination – construction purposes, except 9603311.080 - agriculture.</p> <p><i>FEZ Taraclia:</i></p> <p>Available PUZ; Available topographic survey; Available project documentations for basic utilities (power, gas, water supplies and sewerage); Land plot area: 36 hectares; Free economic zone status; Cadastral number: 8701216.067; Land destination – construction purposes.</p> <p><i>Industrial Park Edineţ:</i></p> <p>Power, gas, water and sewerage networks on site; Free buildable area: 5 hectares; Industrial Parc status; Cadastral number: 4101101.022; Land destination – construction purposes.</p>
1.2. Functional destination and type of construction	<p><i>Construction:</i> Hall for manufacturing purposes; <i>Functions and destination of the building:</i></p> <p>Production area – 2,250 m² (footprint); Offices and social area – 400 m² in 2 levels. Office spaces separated from the production area with transparent windows – open space. The destination is not yet defined. Therefore, the building shall be designed as a warehouse to ensure obtaining all the necessary acceptances and approvals from the relevant authorities. Nevertheless, the expected production is manufacturing (assembly, light industry, etc.) which will not require special conditions. The estimated number of employees is up to 200. The production hall shall be adjustable to the needs of the resident / manufacturer.</p>
2. Basic requirements	Content
2.1. Urbanistic solutions:	Rational land use and harmonious environment;

Adapted design of the production hall for subzone Comrat, including all the approvals from relevant authorities		5 months after contract signing
Adapted design of the production hall for subzone Soroca, including all the approvals from relevant authorities		6 months after contract signing
Adapted design of the production hall in IP Edineț, including all the approvals from relevant authorities		6 months after contract signing
Adapted design of the production hall for FEZ Valkaneș, including all the approvals from relevant authorities		7 months after contract signing

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

The electronic copies must be delivered in formats compatible with MS Word, Excel, AutoCAD, Adobe Portable Document-PDF, etc.
The mentioned reports must be approved by the GIZ project and partners.

The deliverables in the form of approved technical project documentation will serve as proof of service provision and commencement of payment.

The GIZ Project will retain 10% from the overall contract amount as “good execution warranty” of the assignment. After the delivery of all the services, according to the contract, the retained amount of 10% will be paid to the service provider.

4. Procurement of Equipment and Materials

Not applicable.

5. Other provisions

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

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

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

The above-mentioned obligation shall be contractually imposed on any subcontractor working towards the execution of the present contract. This assignment is subject to strict confidentiality. If deemed necessary, GIZ may insist on a non-disclosure agreement. Information on the



Contract: 83389722

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assignment is only to be passed on to third parties with the explicit approval of GIZ.

The contractor must refrain from any public presentations, comments, disclosures about the subject of the contract without the explicit approval of GIZ.