# CONTRACT

Ref. No. 280873/2016-ČRA

Between

Contract Owner: **Czech Republic – Czech Development Agency**

Represented by: Mr. Michal Kaplan- director

Residence: Nerudova 3, 118 50 Praha 1

Contract owner’s contact person: Jana Kačírková

Phone.: +420 251 120

E-mail: kacirkova@czda.cz

Identification number:

Bank connection: Czech National Bank, Na Příkopě 28, Prague 1

Account Number: 0000 – 72929011/0710

(hereafter „CzDA“)

and

**Supplier:** Moldcars S.R.L.

Represented: Mr. Ilie Bucuci – director

Residence: Chisinau, str. Gradina Botanica, 9

Supplier’s contact person: Vitalie Bistritchi

Phone.: +373 22 533 789

E-mail: energoserv@yahoo.com

Registration number: 1002600017180

Tax identification number: 0302986

Bank connection BC Moldova Agroindbank SA fil.12 Chisinau

Bank code AGRNMD2X438

(hereafter ,,Supplier”)

IBAN MD96AG000000022511537594

for work done

## Subject of the Contract

1. Supplier hereby undertakes to perform the work specified in Article No. 1 of this contract properly, in time, on his own expenses and risks. The CzDA undertakes to take over the finished work.
2. The CzDa hereby undertakes to pay in time contract price to the Supplier for the performance of the work in accordance with conditions stated in this contract.
3. The Parties hereby declare that this contract shall relate to any other services provided by the Supplier related to the subject of this contract necessary for performance of the work.

## work

1. The Supplier undertakes to provide the construction of a facility for training of interventions during leakeage of oil and other hazardous materials (hereafter ,,work”). The work is further specified in Annex No. 1 – Technical Specification of the work and Annex 2 - Offer
2. The work is properly performed only if handover protocol is accepted by CzDA and the CzDA take over the work. The warranty period shall start from the day of signature of the handover protocol.

**Period of performance: from signature of the contract to 26th August 2016**

**Warranty period: 12 months**

## contract price

### The CzDA shall reimburse the Supplier for performance of the work in the amount of 11140 EUR (VAT included). In case that the work will be free of the VAT, the Supplier undertakes to return to CzDA part of the contract price corresponding to amount calculated as VAT in the Supplier´s offer without undue delay. After finished performance of the work the Supplier shall send to the CzDa request for the payment accompanied by invoice issued by the Supplier. The request for the payment shall be submitted to the CzDA after the work was finished and taken over by the CzDA. The request shall be sent to the CzDA email address stated above.

### The contract price includes all costs of the Supplier and consultations provided to the CzDA by the Supplier which are necessary for the performance of the work.

### The payments will only be done in EUR.

### Figures in the Supplier’s invoices will be in EUR.

### The CzDA shall reimburse the invoice to the Supplier within 21 days of the date on which the request for payment was approved by the CzDA and after the finished work was taken over by the CzDA in accordance with Annex No. 1. - Technical Specification of the work.

### The above mentioned amounts will be paid only by bank transfer to the following account opened in the name of the Supplier:

Beneficiary Bank: BC Moldova Agroindbank SA fil.12 Chisinau

Beneficiary: Moldcars S.R.L.

Account No: IBAN MD96AG000000022511537594

## obligations of the supplier

1. The Supplier undertakes to perform the work personally and in accordance with relevant legislation and terms and other conditions specified in Annex No. 1 - Technical Specification of the work.

### The Supplier shall observe any applicable laws in the execution of this Contract, and to hold the CzDA harmless of any claims from third parties (including State authorities) related to the execution of this Contract.

### The Supplier shall transfer intellectual property right to the CzDA in accordance with this Contract.

## obligations of the czda

1. The CzDA undertakes to provide to the Supplier full cooperation necessary for the performance of the work. The CzDA shall especially:
2. provide all information needed for performance of the work by the Supplier;
3. delegate CzDA deputies which will cooperate with the Supplier during the performance of the work.

## handover protocol and other documents

1. The work is taken over by signature of handover protocol by both parties. The work shall be examined and approved before signature of the handover protocol by consultants of the CzDA (members of Fire and rescue service of Czech Republic). After the examination of the work the CzDA will accept the work or request for addition or adjustment of the work without undue delay (approximately within 21 days).
2. By signature of the handover protocol the parties state that the work was properly performed and taken over by the CzDA. This provision shall not exclude any claims of the CzDA resulting from defects of the work.

## licenses and intellectual property

### The Supplier undertakes to protect the CzDA against all third-party actions for breach of copyright or other intellectual property rights, which might arise out of this Contract.

### The Supplier declares that it is the rightful owner of the intellectual rights to all information supplied by virtue of this Contract, and that it is entitled to sell or transfer those rights in accordance with the terms of this Contract. If intellectual rights are the property of third parties, the Supplier shall request those third parties to confirm to the CzDA, in writing and within four weeks following signature of the Contract, that the Supplier is indeed entitled to sell or dispose of those rights in accordance with the terms of this Contract.

1. The Supplier hereby grants the license to use the work in accordance with § 12 of the Act. No. 121/2000 Coll.

### The CzDA and the Supplier shall exchange all information on any industrial property right that could impede the performance of the Contract

## quality and standards

### The Supplier undertakes to perform the Contract to the highest professional standards. The Supplier shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

### The Supplier shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

### The Supplier shall neither represent the CzDA nor behave in any way that would give such an impression. The Supplier shall inform third parties that he does not belong to the Czech public service.

### The Supplier shall have sole responsibility the tasks assigned to him.

### Should the Supplier fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the CzDA may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. The CzDA can only exercise this right after the Supplier does not repair such failure within 15 days from notification by the CzDA.

### The CzDA can monitor compliance with the standards.

### Supplier must communicate and share all serious, important or relevant information with representatives of the embassy of the Czech Republic in Chisinau concerning this project.

## liability

### The CzDA shall not be liable for damage sustained by the Supplier in performance of the Contract except in the event of willful misconduct or gross negligence on the part of the CzDA.

### The Supplier shall be liable for any loss or damage caused by himself in performance of the Contract. The CzDA shall not be liable for any act or default on the part of the Supplier in performance of the Contract.

### The Supplier shall provide compensation in the event of any action, claim or proceeding brought against the CzDA by a third party as a result of damage caused by the Supplier in performance of the Contract.

### The Supplier shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the field. A copy of all the relevant insurance Contracts shall be sent to the CzDA should it so request.

### The Supplier declares:

### that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,

### that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

## taxation

### The Supplier shall have sole responsibility for compliance with the tax laws, which apply to him. Failure to comply shall make the relevant invoices invalid.

## force majeure

### *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the Contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a Supplier, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

### If either Contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

### Neither Contracting party shall be held in breach of its Contractual obligations if it has been prevented from performing them by *force majeure*. Where the Supplier is unable to perform his Contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.

### The Contracting parties shall take the necessary measures to reduce damage to a minimum.

## Termination of the Contract

### The CzDA reserves the right to terminate this Contract and the Supplier undertakes to repay the expenses in the following cases:

### If the Supplier fails to perform the work under the terms of this Contract, or

### If the Supplier fails to fulfill any of the terms of this Contract, or

### Where the CzDA seriously suspects the Supplier of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzDA' financial interests.

### With the exception of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzDA' financial interests, this right can only be exercised by the CzDA after such failure is not repaired by the Supplier within 15 days from notification by the CzDA.

### In case of *force majeure*, notified in accordance with Article 12.1., either Contracting party may terminate the Contract, where performance of Contracted goods and services cannot be ensured until October 31st, 2016.

## suspension of the Contract

### Without prejudice to the CzDA's right to terminate the Contract, the CzDA may at any time and for any reason suspend execution of the Contract, pending orders or specific Contracts or any part thereof. Suspension shall take effect on the day the Supplier receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The CzDA may at any time following suspension give notice to the Supplier to resume the work suspended. The Supplier shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific Contracts, or of part thereof.

## Amendments

### Any amendment to this Contract must be in writing, signed by the parties hereto; failing which such amendment shall have no effect and be void.

## Applicable law and settlement of disputes

### The Contract shall be governed by the national substantive and procedural law of the Czech Republic.

### Any dispute between the parties resulting from the interpretation or application of the Contract, which cannot be settled amicably, shall be brought before the courts of the Czech Republic.

## Final provisions

### This Contract becomes effective upon the signing of the Contract by duly authorized representatives of both parties.

### Done in Prague and Chisinau in four original counterparts in the English language on 15.7.2016

For and on behalf of the CzDA For and on behalf of the Supplier

 Mr. Michal Kaplan, director Mr. Ilie Bucuci, director

List of Annexes:

Annex No. 1 – Technical Specification of the work

Annex No. 2 - Offer