





Czech Development Agency

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CONTRACT

No. 281601/2023-ČRA

BETWEEN

CONTRACT OWNER:	CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY
Represented by:	Mr. Michal Minčev - director
Residence:	Nerudova 3, 118 50 Prague 1
Contract owner's contact person:	Mr. Michal Gelbič
Phone:	
E-mail:	
Identification number:	75123924
Bank connection:	Czech National Bank, Na Příkopě 28, Prague 1
Account Number:	0000 – 72929011/0710

(hereafter „CzechAid“ or “Contract Owner”)

and

SUPPLIER:	BONCOM LTD
Represented by:	General director – Valeriu Conea
Residence:	Chisinau, Republic of Moldova, N. Dima 4/1 Street, of 7
Supplier's contact person:	Valeriu Conea
Phone:	
E-mail:	
Registration number:	MD0073806
Tax identification number:	1003600118095

Supplier's registration documents form Annex no. 7 to this Contract.

(hereafter „Supplier“)

FOR WORK DONE

1. SUBJECT OF THE CONTRACT

1.1. The Supplier hereby undertakes to perform reconstruction of the main wastewater pumping station in Hîncești as described in technical specification (hereafter „work“).



1.2. The work is further specified in Annex no. 1 – Bill of Quantity, Annex No. 2 – Technical specification and Annex no. 3 – Project Documentation.

1.3. The Supplier undertakes to perform the work duly and in time. The Supplier undertakes to perform the work on its own risk and costs. The CzechAid undertakes to take over the work and pay the price for work according to this Contract.

1.4. The performance of the work is finished after the work has been taken over by the CzechAid or person authorized by the CzechAid and the recipient of the project. Taking over of the work shall be confirmed in writing in a handover protocol.

1.5. The contracting parties have expressly agreed, that the performance of the work must be finished no later than 31 October 2023.

2. TERMS OF PAYMENT

2.1. The CzechAid shall reimburse the Supplier for performance of the work in the amount of **269 076, 497 EUR (in words: two hundred sixty-nine thousand seventy-six euros forty-nine cents) including VAT** (hereafter „price“). The price is final. Any additional or cancelled work must be approved by the CzechAid in a written form before the commissioned work starts. The work will be exempt of duties, taxes as well as of other mandatory payments payable in the Republic of Moldova, in line with the Agreement between the Government of the Czech Republic and the Government of the Republic of Moldova on Development Cooperation (Annex no. 4).

The price will be paid in one instalment.

The payment will only be done in EUR.
Figures in the Supplier's invoice will be in EUR.

The request for the payment shall be admissible only if accompanied by the relevant invoice issued by the Supplier and handover protocol after finishing of the work and in accordance with this Contract.

The CzechAid will reimburse the invoice within the maturity specified in Article 2.3. of this Contract.

2.2. Price for performance of the work is equal to the sum of the item prices in the Bill of Quantity (see the Annex no. 1 to this Contract). In case there will be any additional or canceled works, item price for such works, which shall be implemented in higher or lower quantity, will be specified based on the item prices, stated in the Bill of Quantity. Item price for additional works, which are not specified among the item prices in the Bill of Quantity, will be specified as an open market value related to the place and time – by an agreement of the CzechAid and Supplier. For conversion of prices from MDL to EUR, the fixed exchange rate specified in the Annex no. 1 to this Contract will be used.

2.3. The CzechAid shall reimburse invoice to the Supplier within 21 days of the date on which the request for payment was approved by the CzechAid. The approval will be subject to positive statement from independent technical supervisor about the finished activities. In case of misconduct findings, the invoice will be reimbursed after implementation of corrective measures recommended by the technical supervisor and subsequent control. Corrective measures will be implemented at the expense of the Supplier.

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

Bank of beneficiary (name): B.C. Moldindconbank S.A.

Address of the bank: Fil. Renastere, Chisinau

Account Number: [REDACTED]

[REDACTED]

[REDACTED] n.: [REDACTED]

Name of the corresponding bank: Landesbank Baden-Württemberg,

Address of the corresponding bank: Stuttgart, Germania

Corresponding bank SWIFT: SOLADEST

2.5. In case of delay in performance of the complete work the Supplier shall pay contractual penalty in the amount of EUR 200 for each day of delay.

3. OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes:

3.1. To ensure service and utilize the money paid by the CzechAid exclusively for the purpose of the work and in accordance with the terms and conditions set out in this Contract.

3.2. To observe any applicable laws in the execution of this Contract, and to hold the CzechAid harmless of any claims from third parties (including State authorities) related to the execution of this Contract.

3.3. To perform the work duly and in time and in accordance with respective laws, technical standards and other respective regulations and permits and conditions imposed by the Moldovan administrative bodies and legislation.

3.4. To perform all activities including manipulation with material dangerous for environment or for the health of the public with the utmost caution in order not to endanger the health of any person and with respect to the environment. The Supplier shall take reasonable precautions to meet the aforementioned conditions.

3.5. To ensure waste disposal in accordance with any applicable laws and regulations and cleaning of the construction site after finishing activities stated in Article 1. of this Contract.

3.6. To secure all permits in cooperation with the recipient of the project, licenses and other documents including costs related thereto, if any, for works, equipment, materials, and goods required for the execution of the project and to enable the project personnel to carry out their functions related to the execution of the project.

3.7. To record the progress of construction works in the construction diary on a daily basis and enable to look in it and make copies or photos of it to the representative of the CzechAid, supervisors authorized by the CzechAid or any other person authorized by the CzechAid. Records in the construction diary will be held in Romanian and Russian languages.

3.8. To cooperate in organization of inspection days. Output of the inspection day in minimal extent is following: general evaluation of the implementation, fulfillment of conclusions from the previous inspection day (or project phase), proposals for measures to control the next inspection day (or project phase). Minutes from the inspection day will be noted to the construction diary. Participants of the inspection day are: representative of the Supplier,

representative of the recipient of the project, representative of the CzechAid, supervisors authorized by the CzechAid or any other person authorized by the CzechAid. All records will be held in Romanian and Russian languages

3.9. To enable control of work by representative of the CzechAid, independent technical supervision authorized by the CzechAid and any other person authorized by the CzechAid on the premises of the construction site for the purpose of project supervision, monitoring and evaluation and to provide all information and project documentation required by representative of the CzechAid, independent technical supervision authorized by the CzechAid and any other person authorized by the CzechAid.

3.10. To provide documentation of the constructed building to the CzechAid, in line with conditions set in the Annex 2 to this Contract.

3.11. The Supplier is obliged to start the process of compulsory registration of the project with the Office of the Government of the Republic of Moldova in cooperation with the contact person of the Embassy of the Czech Republic in Chisinau within 7 working days after the entry into force of this Contract.

4. PATENTS, LICENSES AND INTELLECTUAL PROPERTY

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

4.2. 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 CzechAid, in writing 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.

4.3. When the provision of services involves the use of a patent, certificate of utility (utility model), trademark, industrial drawing or model belonging to a third party, the Supplier shall indemnify the CzechAid against infringement proceedings brought by that party.

4.4. The CzechAid and the Supplier shall exchange all information on any industrial property right that could impede the performance of the Contract.

5. QUALITY AND STANDARDS

5.1. 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 Moldovan building and construction legislation, employment, tax public health and social legislation.

5.2. 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.

5.3. The Supplier must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.

5.4. The Supplier shall neither represent the CzechAid 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.

5.5. The Supplier shall have sole responsibility for the staff that executes the tasks assigned to him.

5.6. Should the Supplier fail to perform his obligations under the Contract in accordance with the provisions therein, the CzechAid may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. The CzechAid can only exercise this right after the Supplier does not repair such failure within 30 days from notification by the CzechAid.

5.7. The CzechAid can monitor compliance with the standards.

5.8. The Supplier hereby provides work warranty in the length of 36 months from the date of handover protocol signature (see hereinafter). In case of findings of defects or unfinished works, the warranty period starts from the signature of protocol confirming removal of specified defects and unfinished works. In case of finding of a defect on the work by the recipient of the project or by the CzechAid during the warranty period, the Supplier shall examine the defect without undue delay and remove the defect within 30 days from the day of request. A penalty of EUR 100 will be charged for each day of delay.

5.9. Supplier must communicate and share all serious, important or relevant information about the project with representatives of the Contract Owner.

5.10. The Supplier is committed to state that the project was financed from the state budget of the Czech Republic within the framework of the Czech Development Cooperation when using the results of the project for scientific, research and publication reasons, same as when providing any information concerning the project to third parties. All published materials and outcomes connected to the project during its implementation and after its conclusion will be marked by the logo of the Czech Development Cooperation. This logo will be provided to the Supplier by the CzechAid in electronic form. Anytime, when the Supplier uses his logo, there must be the logo of the Czech Development Cooperation at least of the same size next to it.

6. LIABILITY

6.1. The CzechAid shall not be liable for damage sustained by the Supplier in performance of the work. In case of construction downtime caused by waiting for the approval of the CzechAid or any other standpoint of the CzechAid, the CzechAid shall not be liable for damages sustained by the Supplier, for example loss of profit of the Supplier, additional costs for salaries of the construction workers, rent for the construction machines etc.

6.2. The Supplier shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of sub-contracting. The CzechAid shall not be liable for any act or default on the part of the Supplier in performance of the Contract.

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

6.4. The Supplier shall have sole responsibility for complying with any legal obligations incumbent on him regarding the performance of the services specified above, notably those resulting from Moldovan construction laws, regulations, standards and normative.

6.5. 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.

7. 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.

8. FORCE MAJEURE

8.1. *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 and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labor disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

8.2. 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 of the *force majeure*.

8.3. 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.

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

9. TERMINATION OF THE CONTRACT

9.1. The CzechAid reserves the right to terminate this Contract in the following cases:

- If the Supplier fails to perform the work under the terms of this Contract, or
- If the Supplier fails to start the process of compulsory registration of the project with the Office of the Government of the Republic of Moldova by the due date, or
- If the Supplier fails to fulfil any of the terms of this Contract, or
- Where the CzechAid seriously suspects the Supplier of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzechAid's financial interests.

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

9.2. In case of *force majeure*, notified in accordance with Article 8.2., either Contracting party may terminate the Contract, where performance of work cannot be ensured until 31 October 2023.

10. SUSPENSION OF THE CONTRACT

Without prejudice to the CzechAid's right to terminate the Contract, the CzechAid 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. Following suspension, the CzechAid may at any time 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.

11. AMENDMENTS

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

12. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

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

13.2. 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.

13. PERSONAL DATA PROTECTION

13.1. CzechAid provides the Supplier with the personal data required for performance of the abovementioned Contract by the Supplier and the Supplier is therefore in the position of processor in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"). The personal data provided to the Supplier are specified in more detail in Annex 5 to this Contract. The Supplier undertakes to proceed in accordance with Act No. 110/2019 Sb. on personal data processing, as amended.

13.2. The Supplier shall only process personal data for the period of duration of the Contract.

13.3. The Supplier undertakes that it shall respect all obligations laid down on it by the legal regulations which govern personal data protection, in particular GDPR, and shall maintain confidentiality with regard to the personal data obtained from CzechAid.

13.4. The Supplier undertakes that it shall process personal data only pursuant to the documented instructions of CzechAid and shall inform CzechAid of any requirements on the transmission of personal data to a third country or an international organisation, unless legal regulations state that such provision of information is not possible on important grounds of public interest.

13.5. The Supplier undertakes to ensure that the persons authorised to process personal data for it undertake to maintain confidentiality or that the statutory obligation of confidentiality applies to them.

13.6. The Supplier undertakes to respect the conditions specified by CzechAid for the involvement of another processor; it shall, in particular, select another processor with special care and shall demand of it such guarantees so as to ensure personal data protection to an extent which at least matches the level of security of the Supplier and the requirements of GDPR. The involvement of another processor is only possible with the written consent of CzechAid.

13.7. The Supplier undertakes to provide coaction to CzechAid in order that CzechAid may fulfil its obligation to handle a request made by a data subject in relation to that data subject exercising its rights and dealing with the supervisory authority.

13.8. The Supplier undertakes that it shall in no way misuse the personal data obtained from CzechAid for its own gain or for the gain of a third party.

13.9. The Supplier declares that the personal data obtained from CzechAid shall be sufficiently protected by its system of technical and organisational measures. It undertakes to regularly check this system of protection. As part of such measures, the Supplier shall, in particular, handle personal data in such a way that they are not disclosed to unauthorised persons, i.e. that it shall store personal data on paper, on replaceable and removable data media out of the reach of third parties in lockable spaces or cabinets and that it shall secure computers with an access password.

13.10. The Supplier undertakes to take such technical and organisational measures to achieve the same or a higher level of protection as in place at CzechAid, if this can be fairly expected of it in respect of the level of the costs which it has to expend on such measures.

13.11. The Supplier undertakes that it shall cooperate with CzechAid in evaluating the impact on personal data protection and in matters of securing personal data and reporting breaches of such security.

13.12. Should there occur a breach of security of personal data, the Supplier is obliged to report this to CzechAid without undue delay, and not later than within 48 hours.

13.13. The Supplier undertakes to provide CzechAid with all information required to prove fulfilment of all obligations of the Supplier in processing personal data and to allow CzechAid to undertake an inspection.

13.14. Should the Supplier believe that a certain instruction given by CzechAid is contrary to GDPR or other legal regulations to concern personal data protection, it shall inform CzechAid of this without delay.

13.15. After the expiration of the provision of services, the Supplier shall destroy all personal data processed for CzechAid, save such personal data which CzechAid requests the return of and such personal data which it must archive for the period of time laid down by Act No. 563/1991 Sb. on accounting, as amended, or by other legal regulation.

13.16. Should, during the execution of the subject-matter of performance, the Supplier obtain personal data which it shall pass on to the Contract Owner, the Supplier is obliged to ensure, prior to the commencement of processing, written consent from the data subject or, in the case that the data subject is a child, the child's legal guardian to the processing of its personal data by the Contract Owner and to pass such written consent on to the Contract Owner without

undue delay, if it is not possible for the Client to process personal data in accordance with GDPR without the consent of the data subject. Consent shall be given in the consent form which constitutes Annex 6 to this Contract.

14. FINAL PROVISIONS

14.1. The parties are aware of the fact that this Contract will be published in the Register of Contracts under Act no. 340/2015 Coll., on Register of Contracts because the CzechAid is a person obligated under this act, and the parties agree with the publication. The CzechAid undertakes to arrange the publication within 30 days from the signature of this Contract by both parties.

14.2. This Contract becomes valid on the day of its signature and effective upon its publication in the Register of Contracts. The CzechAid will inform the Supplier about effective date of the Contract by email sent to the Supplier's contact email address stated in this Contract.

14.3. The Contract is done in three original counterparts – two for the CzechAid and one for the Supplier.

14.4. Done in Prague on2023

and in Chisinau on2023

List of Annexes:

Annex No. 1 – Bill of Quantity;

Annex No. 2 – Technical Specification;

Annex No. 3 – Project Documentation (el. form);

Annex No. 4 – Agreement between the Government of the Czech Republic and the Government of the Republic of Moldova on Development Cooperation;

Annex No. 5 – Personal data specification;

Annex No. 6 – Consent to the processing of personal data;

Annex No. 7 – Supplier's registration documents.

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For and on behalf of the CzechAid

Mr. Michal Minčev, director

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For and on behalf of the Supplier

Mr. Valeriu Conea, Director

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești

Supplier

Name of the company:	Boncom Ltd
Residence:	Chisinau, Republic of Moldova, Nicolae Dimo 4/1, office No.7
Supplier's contact person:	Valeriu Conea
Registration number:	MD0073806
Tax identification number:	IDNO - 1003600118095

Fixed exchange rate that is to be used for the purposes of the Contract: 1 EUR = 19.9951 MDL (official exchange rate of the National Bank of Moldova as of 29 March 2023).

Item prices in Annex No. 1 to the Bill of Quantity are listed in MDL and exclude VAT. Summary prices on the following sheets consist of sums of item prices in Annex No. 1 (as specified in respective fields on the following sheets), they are listed in MDL and EUR and exclude VAT. VAT rate, VAT amount in EUR and the total price including VAT in EUR are listed in the Summary Table on the "o.Summary" sheet. Currency conversion between MDL and EUR is to be done according to the fixed exchange rate listed above.

Files in Annex No. 1:

2-1-1 (SAC) F 11A.rtf
2-1-1 (SAC) Forma 1.rtf
2-1-2 (RAC-KHC) F1A.rtf
2-1-2 (RAC-KHC) F 1.rtf
2-1-3 (IVC-SP) F1-A.rtf
2-1-3 (IVC-SP) F1.rtf
2-1-4 (TX-KHC) F1A.rtf
2-1-4 (TX-KHC) F1.rtf
2-1-5 (EEF-KHC) F1.rtf
2-1-5 (EEF-KHC) F1A.rtf
4-1-1 (AEE-K/To,4-nac cr) F1.rtf
4-1-1 (AEE-K/To,4-nac cr) F1A.rtf
7-1-1 PG Statia de pompare f11A.rtf
7-1-1 PG Statia de pompare-1.rtf

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești Summary table

No.	Description	Amount	Unit	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.	Reconstruction work				
1.1.	Construction work: 2-1-1 (SAC)	1	total	44 734,936 EUR	44 734,936 EUR
1.2.	Internal water supply and sewerage networks: 2-1-2 (RAC-KHC)	1	total	3 940,385 EUR	3 940,385 EUR
1.3.	Heating, ventilation, conditioning: 2-1-3 (IVC-SP)	1	total	26 931,750 EUR	26 931,750 EUR
1.4.	Technological works: 2-1-4 (TX-KHC)	1	total	99 287,085 EUR	99 287,085 EUR
1.5.	Electric power equipment and electric lighting: 2-1-5 (EEF-KHC)	1	total	20 216,705 EUR	20 216,705 EUR
1.6.	External electricity supply networks: 4-1-1 (AEE-KTO,4-нас сг)	1	total	6 059,657 EUR	6 059,657 EUR
1.7.	Landscaping: 7-1-1	1	total	18 163,344 EUR	18 163,344 EUR
Total price excluding VAT (EUR)					219 333,860 EUR
2.	Other costs				
2	Other costs	1	total	4 896,554 EUR	4 896,554 EUR
Total price excluding VAT (EUR)					4 896,554 EUR
Total price excluding VAT (EUR)					224 230,414 EUR
VAT rate					20%
VAT amount					44 846,083 EUR
Total price including VAT (EUR)					269 076,497 EUR

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești

1.1. Construction work: 2-1-1 (SAC)

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.1. Construction work: 2-1-1 (SAC)						
1.	Demolition work including related activities (items No. 1 to No. 8 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	7 682,590 MDL	384,224 EUR	384,224 EUR
2.	Windows (items No. 9 to No. 12 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	57 220,100 MDL	2 861,706 EUR	2 861,706 EUR
3.	Doors (items No. 13 to No. 17 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	74 757,520 MDL	3 738,792 EUR	3 738,792 EUR
4.	The floor (items No. 18 to No. 20 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	78 981,940 MDL	3 950,065 EUR	3 950,065 EUR
5.	The interior finishing work - ceilings (items No. 21 to No. 23 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	34 690,090 MDL	1 734,930 EUR	1 734,930 EUR
6.	The interior finishing work - walls (items No. 24 to No. 26 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	79 581,250 MDL	3 980,038 EUR	3 980,038 EUR
7.	The exterior finishing work - plasters (items No. 27 to No. 29 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	52 146,260 MDL	2 607,952 EUR	2 607,952 EUR
8.	Various work - consolidation of underground walls (items No. 30 to No. 35 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	323 249,030 MDL	16 166,412 EUR	16 166,412 EUR
9.	Various work - reinforcement of floors at -0.030 level (items No. 36 to No. 41 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	19 828,540 MDL	991,670 EUR	991,670 EUR

10.	Various work - staircases (items No. 42 to No. 43 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	114 747,560 MDL	5 738,784 EUR	5 738,784 EUR
11.	Various work - foundations (items No. 44 to No. 45 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	674,070 MDL	33,712 EUR	33,712 EUR
12.	Various work - beams (items No. 46 to No. 52 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	6 233,280 MDL	311,740 EUR	311,740 EUR
13.	Various work - steel platform (items No. 53 to No. 54 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	28 787,380 MDL	1 439,722 EUR	1 439,722 EUR
14.	Various work - area (items No. 55 to No. 56 in Annex No. 1 with file name "2-1-1 (SAC) F 11A.rtf" and "2-1-1 (SAC) Forma 1.rtf"	1	set	15 898,800 MDL	795,135 EUR	795,190 EUR
Total price excluding VAT (EUR)						44 734,936 EUR

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești

1.2. Internal water supply and sewerage networks: 2-1-2 (RAC-KHC)

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.2. Internal water supply and sewerage networks: 2-1-2 (RAC-KHC)						
1.	Stainless steel tank (item No. 1 in Annex No. 1 with file name "2-1-2 (RAC-KHC) F1A.rtf" and "2-1-2 (RAC-KHC) F 1.rtf"	1	set	30 385,800 MDL	1 519,662 EUR	1 519,662 EUR
2.	Sanitary work - plumbing fixtures (items No. 2 to No. 9 in Annex No. 1 with file name "2-1-2 (RAC-KHC) F1A.rtf" and "2-1-2 (RAC-KHC) F 1.rtf"	1	set	15 920,160 MDL	796,203 EUR	796,203 EUR
3.	Sanitary work - system C1 (items No. 10 to No. 14 in Annex No. 1 with file name "2-1-2 (RAC-KHC) F1A.rtf" and "2-1-2 (RAC-KHC) F 1.rtf"	1	set	20 443,910 MDL	1 022,446 EUR	1 022,446 EUR
4.	Sanitary work - system A1 (items No. 15 to No. 20 in Annex No. 1 with file name "2-1-2 (RAC-KHC) F1A.rtf" and "2-1-2 (RAC-KHC) F 1.rtf"	1	set	6 266,230 MDL	313,388 EUR	313,388 EUR
5.	Sanitary work - system A1.1 (items No. 21 to No. 26 in Annex No. 1 with file name "2-1-2 (RAC-KHC) F1A.rtf" and "2-1-2 (RAC-KHC) F 1.rtf"	1	set	3 212,690 MDL	160,674 EUR	160,674 EUR
6.	Sanitary work - system T3 (items No. 27 to No. 33 in Annex No. 1 with file name "2-1-2 (RAC-KHC) F1A.rtf" and "2-1-2 (RAC-KHC) F 1.rtf"	1	set	2 559,600 MDL	128,011 EUR	128,011 EUR
Total price excluding VAT (EUR)						3 940,385 EUR

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești

1.3. Heating, ventilation, conditioning: 2-1-3 (IVC-SP)

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.3. Heating, ventilation, conditioning: 2-1-3 (IVC-SP)						
1.	Construction work - part P1 (items No. 1 to No. 25 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	90 847,980 MDL	4 543,512 EUR	4 543,512 EUR
2.	Construction work - part B1 (items No. 26 to No. 41 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	35 842,180 MDL	1 792,548 EUR	1 792,548 EUR
3.	Construction work - part B2 (items No. 42 to No. 49 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	17 857,120 MDL	893,075 EUR	893,075 EUR
4.	Construction work - part BE1 (items No. 50 to No. 57 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	15 083,680 MDL	754,369 EUR	754,369 EUR
5.	Construction work - part BE2, BE3 (items No. 58 to No. 62 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	46 421,890 MDL	2 321,663 EUR	2 321,663 EUR
6.	Installation work - part P1 (items No. 63 to No. 68 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	14 812,300 MDL	740,796 EUR	740,796 EUR
7.	Installation work - part B1 (items No. 69 to No. 71 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	9 025,400 MDL	451,381 EUR	451,381 EUR
8.	Installation work - part B2 (items No. 72 to No. 74 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	9 025,400 MDL	451,381 EUR	451,381 EUR
9.	Installation work - part BE2, BE3 (items No. 75 to No. 76 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	2 387,410 MDL	119,400 EUR	119,400 EUR

10.	Instalation work - heating (item No. 77 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	5 687,990 MDL	284,469 EUR	284,469 EUR
11.	Machinery - part P1 (items No. 78 to No. 85 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	171 830,220 MDL	8 593,616 EUR	8 593,616 EUR
12.	Machinery - part B1 (items No. 86 to No. 89 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	14 994,170 MDL	749,892 EUR	749,892 EUR
13.	Machinery - part B2 (items No. 90 to No. 93 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	11 225,100 MDL	561,393 EUR	561,393 EUR
14.	Machinery - part BE2, BE3 (item No. 94 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	34 578,000 MDL	1 729,324 EUR	1 729,324 EUR
15.	Machinery - heating (items No. 95 to No. 96 in Annex No. 1 with file name "2-1-3 (IVC-SP) F1-A.rtf" and "2-1-3 (IVC-SP) F1.rtf"	1	set	58 884,190 MDL	2 944,931 EUR	2 944,931 EUR
Total price excluding VAT (EUR)						26 931,750 EUR

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești

1.4. Technological works: 2-1-4 (TX-KHC)

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.4. Technological works: 2-1-4 (TX-KHC)						
1.	Technological facilities (items No. 1 to No. 6 in Annex No. 1 with file name "2-1-4 (TX-KHC) F1A.rtf" and "2-1-4 (TX-KHC) F1.rtf"	1	set	1 163 651,690 MDL	58 196,843 EUR	58 196,843 EUR
2.	Installation work (items No. 7 to No. 32 in Annex No. 1 with file name "2-1-4 (TX-KHC) F1A.rtf" and "2-1-4 (TX-KHC) F1.rtf"	1	set	596 936,310 MDL	29 854,130 EUR	29 854,130 EUR
3.	Construction work - pipes (items No. 33 to No. 50 in Annex No. 1 with file name "2-1-4 (TX-KHC) F1A.rtf" and "2-1-4 (TX-KHC) F1.rtf"	1	set	212 151,410 MDL	10 610,170 EUR	10 610,170 EUR
4.	Construction work - dismantling work (items No. 51 to No. 59 in Annex No. 1 with file name "2-1-4 (TX-KHC) F1A.rtf" and "2-1-4 (TX-KHC) F1.rtf"	1	set	12 515,780 MDL	625,942 EUR	625,942 EUR
Total price excluding VAT (EUR)						99 287,085 EUR

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești

1.5. Electric power equipment and electric lighting: 2-1-5 (EEF-KHC)

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.5. Electric power equipment and electric lighting: 2-1-5 (EEF-KHC)						
1.	Construction work (items No. 1 to No. 6 in Annex No. 1 with file name "2-1-5 (EEF-KHC) F1A.rtf" and "2-1-5 (EEF-KHC) F1A.rtf"	1	set	5 569,520 MDL	278,544 EUR	278,544 EUR
2.	Installation work (items No. 7 to No. 66 in Annex No. 1 with file name "2-1-5 (EEF-KHC) F1A.rtf" and "2-1-5 (EEF-KHC) F1A.rtf"	1	set	214 623,080 MDL	10 733,784 EUR	10 733,784 EUR
3.	Machinery (items No. 67 to No. 75 in Annex No. 1 with file name "2-1-5 (EEF-KHC) F1A.rtf" and "2-1-5 (EEF-KHC) F1A.rtf"	1	set	184 042,430 MDL	9 204,377 EUR	9 204,377 EUR
Total price excluding VAT (EUR)						20 216,705 EUR

Annex No. 1 – Bill of Quantity

Reconstruction of main wastewater pumping station in Hîncești

1.6. External electricity supply networks: 4-1-1 (AEE-K/IO,4-нас сг)

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.6. External electricity supply networks: 4-1-1 (AEE-K/IO,4-нас сг)						
1.	Construction work (items No. 1 to No. 5 in Annex No. 1 with file name "4-1-1 (AEE-K/IO,4-нас сг) F1.rtf" and "4-1-1 (AEE-K/IO,4-нас сг) F1A.rtf"	1	set	6 361,670 MDL	318,161 EUR	318,161 EUR
2.	Installation work (items No. 6 to No. 22 in Annex No. 1 with file name "4-1-1 (AEE-K/IO,4-нас сг) F1.rtf" and "4-1-1 (AEE-K/IO,4-нас сг) F1A.rtf"	1	set	72 071,230 MDL	3 604,445 EUR	3 604,445 EUR
3.	Machinery (items No. 23 to No. 29 in Annex No. 1 with file name "4-1-1 (AEE-K/IO,4-нас сг) F1.rtf" and "4-1-1 (AEE-K/IO,4-нас сг) F1A.rtf"	1	set	42 730,550 MDL	2 137,051 EUR	2 137,051 EUR
Total price excluding VAT (EUR)						6 059,657 EUR

Annex No. 1 – Bill of Quantity**Reconstruction of main wastewater pumping station in Hîncești****1.7. Landscaping: 7-1-1**

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
1.7. Landscaping: 7-1-1						
1.	Road construction (items No. 1 to No. 6 in Annex No. 1 with file name "7-1-1 PG Statia de pompare f11A.rtf" and "7-1-1 PG Statia de pompare-1.rtf"	1	set	162 095,900 MDL	8 106,781 EUR	8 106,781 EUR
2.	Fence (items No. 7 to No. 12 in Annex No. 1 with file name "7-1-1 PG Statia de pompare f11A.rtf" and "7-1-1 PG Statia de pompare-1.rtf"	1	set	201 081,970 MDL	10 056,562 EUR	10 056,562 EUR
Total price excluding VAT (EUR)						18 163,344 EUR

Annex No. 1 – Bill of Quantity**Reconstruction of main wastewater pumping station in Hîncești****2. Other costs**

No.	Description	Amount	Unit	Price per unit excluding VAT (MDL)	Price per unit excluding VAT (EUR)	Total price excluding VAT (EUR)
2. Other costs						
2.1.	Documentation of the constructed building (after construction)	1	set	61 464,440 MDL	3 073,975 EUR	3 073,975 EUR
2.2.	Testing of technological facility, tests (protocols) of electrical equipment and machines	1	set	31 042,650 MDL	1 552,513 EUR	1 552,513 EUR
2.3.	Information panel 60x60 cm	1	set	5 400,000 MDL	270,066 EUR	270,066 EUR
Total price excluding VAT (EUR)						4 896,554 EUR

Czech Republic

Czech Development Agency

Technical specification

**RECONSTRUCTION OF MAIN
WASTEWATER PUMPING STATION IN
HÎNCEȘTI**

2022



Annex no. 2

Name of Project: Waste water treatment in Hîncești		Number of project: MD-2017-009-FO-14020
Name of the contract: Reconstruction of main wastewater pumping station in Hîncești		
Partner country: Moldova	Place of project implementation: Hîncești District, Hîncești City	
Sector orientation of the project: Water and Sanitation/Sustainable Management of Natural Resources		
Project start date: 2017	Estimated project completion date: 05/2027	
Expected start date of the contract: 04/2023	Estimated contract completion date: 10/2023 (31. 10. 2023)	
Total price including tax: <u>269 076,497 EUR</u>		
Supplier (name, address, contacts): BONCOM Ltd Chisinau, Nicolae Dimo 4/1 Street, of, 7, Republic of Moldova Phone: + 373 43 60 77 + 373 69 12 76 79 office@boncom.md www.boncom.md MD - 2068		
Partner organizations in the country where the project is implemented: Primăria Municipiului Hîncești (Hîncești City Hall) Strada Mihalcea Hîncu 132, Hîncești, MD-3400 Apă-Canal Hîncești SA (sewage system operator) Strada Mihalcea Hîncu 119, Hîncești, MD-3401		

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The aim of the contract implementation is construction and technological works for the reconstruction of the main sewage pumping station consisting of the reconstruction of technological equipment (pumps, pipelines and fittings), construction works (renovation work, replacement of windows, doors and gates, fencing, paved areas, etc.), reconstruction of internal water supply and sewerage, air conditioning equipment and electrical installation (building electrical installation, machine electrical installation).

Detailed description of the works is in this document (Technical specification), in the Project Documentation "Reconstructia stației de pompare a rețelilor de canalizare din mun. Hîncești" (hereinafter referred to as project documentation) prepared by the company "INCP Urbanproiect", which is included in Annex No. 3 of the Contract and in the Bill of Quantity (Annex No. 1 of the Contract). The project documentation was confirmed by local expertise in March 2022. The supply and installation of the diesel generator mentioned in the Project Documentation is not part of this contract.

Overview of the current situation

The following figures show the location of the main sewage pumping station and the construction and technical condition of the main sewage pumping station. The daily flow of wastewater to the main pumping station is $600 - 1,000 \text{ m}^3 \cdot \text{day}^{-1}$, and a maximum of $1,500 \text{ m}^3 \cdot \text{day}^{-1}$, i.e. the main wastewater pumping station is for approx. 12,000 population equivalents.



Fig. 1: Hîncești city, general map



Fig. 2: Hincești city, orthophoto map showing the location of the main wastewater pumping station



Fig. 3: View of the access road to the main wastewater pumping station, the main pumping station building on the right, the substation building in the background



Fig. 4: View of the main wastewater pumping station building, entrance to the building



Fig. 5: View of the new lifting equipment in the main wastewater pumping station

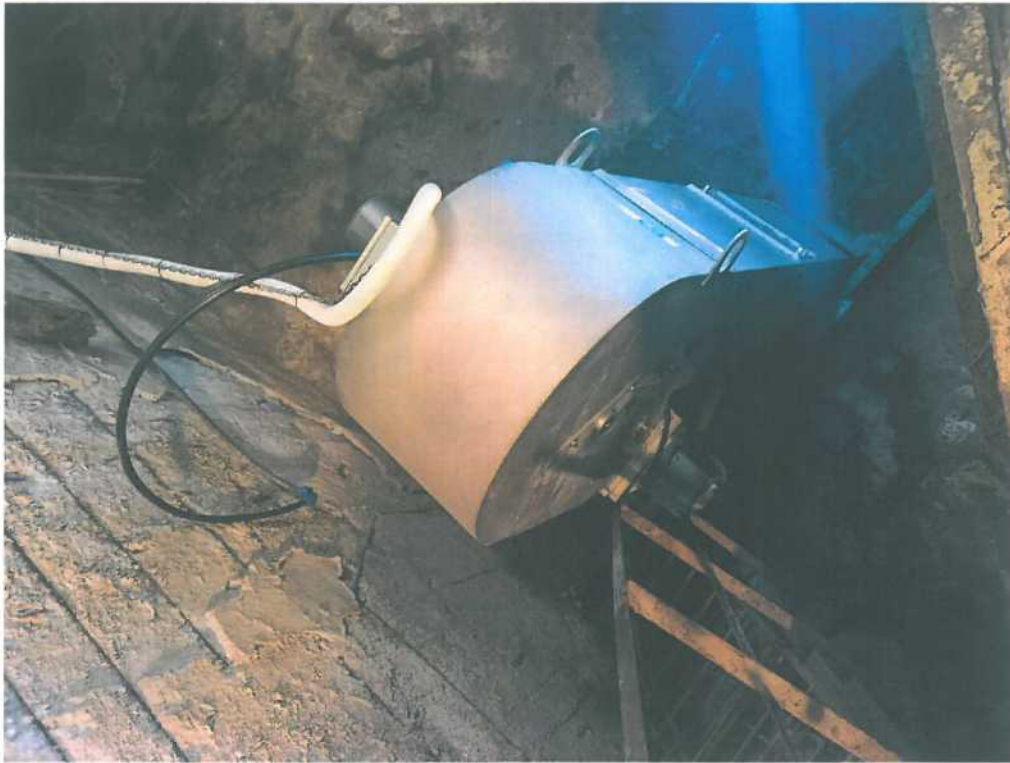


Fig. 6: View of the new mechanical pretreatment in the main wastewater pumping station



*Fig. 7: View of the new mechanical pretreatment in the main wastewater pumping station,
dustbin for scraps*



Fig. 8: View of the pumps in the main wastewater pumping station

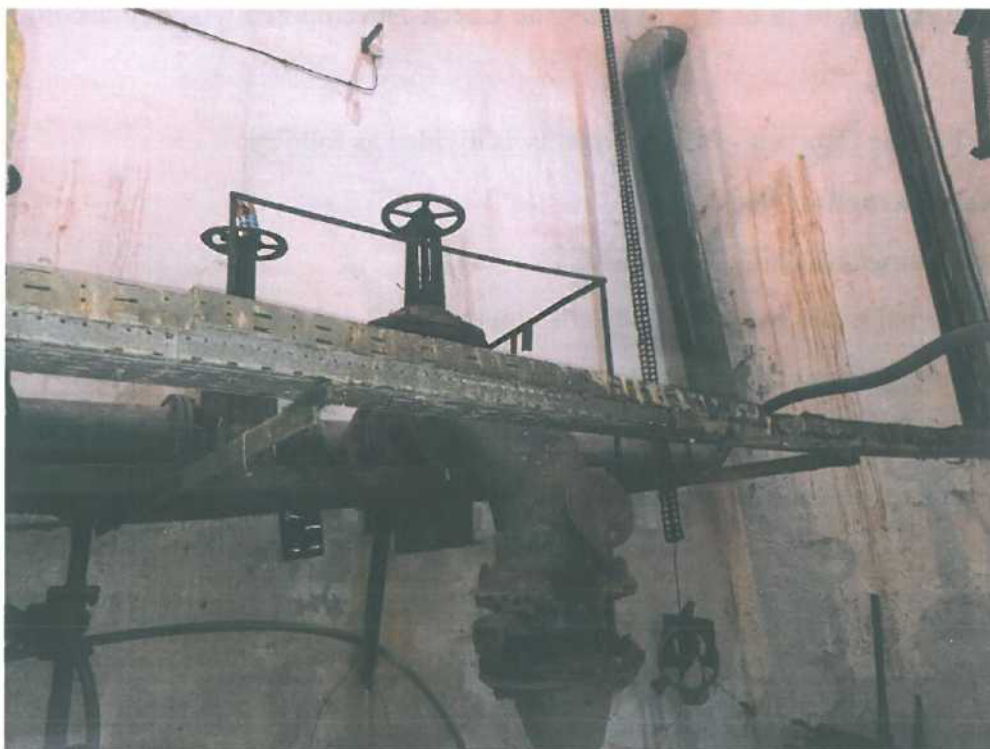


Fig. 9: View of the piping system in the main wastewater pumping station

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The main sewage pumping station consists of an underground part of a circular plan and an above-ground brick part of a square plan, the main pumping station was built in 1973. The inflow of wastewater into the main pumping station is by DN 400 gravity sewer pipe. The underground part of the main pumping station consists of a dry fitting room with technological equipment with pumps, then a wet part with wastewater accumulation with machine mechanical pretreatment facilities. The above-ground brick part includes several rooms with the equipment of the electrical part, air conditioning and a room for the operator of the main pumping station. The construction and technological part are in a severely degraded condition (fallen plaster, in some places the reinforcement of concrete structures is exposed), the steel pipe equipment is in a strongly corrosive condition, as are the existing metalwork products (railings, stairs and hatches).

Instructions for the works

The construction works will be done in line with the Project Documentation (Annex No. 3 of the Contract), this Technical Specification and the Bill of Quantity (Annex No. 1 of the Contract). Annex. no 1. of the Technical Specification contains description of changes of the Project Documentation made by the PD designer. The construction works will be controlled by the technical supervision of the city of Hîncești, the technical supervision of the Czech Development Agency, and the author's supervision of the designer. In addition to the instructions of the Czech Development Agency, the contractor will follow the instructions of the technical supervision on the construction, however, any changes to the subject of the Contract are subject to prior approval by the Czech Development Agency according to the Contract.

Annex no. 1 of the Contract - Bill of Quantity is divided as follows:

- **1. Reconstruction work,**
 - 1.1. Construction work: 2-1-1 (SAC),
 - 1.2. Internal water supply and sewerage networks: 2-1-2 (RAC-KHC),
 - 1.3. Heating, ventilation, conditioning: 2-1-3 (IVC-SP),
 - 1.4. Technological works: 2-1-4 (TX-KHC),
 - 1.5. Electric power equipment and electric lighting: 2-1-5 (EEF-KHC),
 - 1.6. External electricity supply networks: 4-1-1 (AEE-KJI0,4-нас ст),
 - 1.7. Landscaping: 7-1-1,
- **2. Other costs,**
- **3. Additional costs.**

The project documentation is divided into the following four parts:

- PG – main plans,
- SAC - architectural and structural solutions,

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- CT, IVC, RAC - technical solutions *),
- AEE, EEF, IEI - electrical solutions *).

*) Note: CT - technological solutions, IVC - heating and ventilation, RAC - internal water supply and sewerage; AEE – electrical energy supply, EEF/IEI – electrical equipment and lighting.

Reconstruction work

The contractor will carry out construction and technological works for the reconstruction of the main wastewater pumping station in line with the Project Documentation, Technical Specification and Bill of Quantity, which will include inter alia the following:

- dismantling of three wastewater pumps and pipes in the fitting room and their replacement with three new pumps, replacement of two drainage pumps and their replacement with two new pumps, new stainless-steel pipes with fittings,
- new internal distribution of water supply and internal sewerage with reconstruction of fixtures (toilet bowl, sink and shower) and related equipment (boiler for heating water),
- construction modifications of concrete/masonry walls and floors, execution of rehabilitation works,
- reconstruction of steel parts (stairs, railings, hatches, etc.), replacement of doors, gates and windows,
- reconstruction of air conditioning (supply and exhaust pipes, ventilation), electric convectors,
- electrical installation reconstruction (without diesel generator – supply of the generator is not part of the contract),
- reconstruction of the road and construction of a fence with a gate.

During the construction period, site inspection day will be held at least once a month with the participation of the technical supervision, author's/designer's supervision of the construction and the operator of the main wastewater pumping station. The supplier will write a report in the Romanian language from each inspection day, which will be signed by the technical supervisor. The supplier will translate this record into Russian language and, together with the scan of the original in Romanian language, will send the report to the Czech Development Agency in electronic form to the e-mail address of the contact person. The supplier will send the report no later than 7 days after the inspection day. The supplier always attaches the scan of an attendance list to the inspection day report.

Documentation of the constructed building

The supplier will prepare the documentation of the constructed building (after finishing the construction) in line with Moldovan legislation with drawings and description of the changes made to the building. The output will be 2x printed and in electronic form in the Russian language. Printed documentations and in the electronic form will be submitted by the supplier

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to the Hîncești city. The electronic version will be sent by e-mail to the contact person of the Czech Development Agency. Handover to the Hîncești city will be confirmed by handover protocols signed by the representatives of the supplier and the Hîncești city. Signed handover protocols will be handed over to the Czech Development Agency.

Testing of technological facilities

With the participation of technical supervision, the supplier will carry out the tests and revisions required by the standards and legislation in Moldova - it will be documented by relevant protocols. In addition, the supplier, with the participation of technical supervision, will test groups of machines and facilities to prove that the delivery is operable. The supplier pays the costs of conducting the tests, their organization, costs of energy, media and materials necessary for conducting tests.

Information panel 60x60 cm

The contractor will design and install the information panel. The panel will be installed on the wall at the entrance to the main wastewater pumping station, the supplier will propose the exact location and have it approved in writing by the Hîncești city, then submit the proposal for the location, text and graphical layout of the panel to the Czech Development Agency for approval. The panel will be a laminate board, where the name of the project, the financial value of the project and the partners of the project will be indicated. The size of the information panel will be at least 60x60 cm. The information panel will be abrasion-resistant and resistant to weather and sunlight damage. The text of the information panel will be in Romanian and English.

Annexes:

Annex no. 1 – Specification of PD Changes



DOHODA
MEZI
VLÁDOU ČESKÉ REPUBLIKY
A
VLÁDOU MOLDAVSKÉ REPUBLIKY
O ROZVOJOVÉ SPOLUPRÁCI

Vláda České republiky a vláda Moldavské republiky (dále jen „smluvní strany“),
vedeny přáním posílit stávající vzájemné přátelské vztahy mezi Českou republikou a
Moldavskou republikou a mezi jejich občany;
s ohledem na záměr České republiky přispět k hospodářskému a sociálnímu rozvoji
Moldavské republiky a k plnění jejích rozvojových cílů;
kladouce důraz na udržitelný a harmonický rozvoj Moldavské republiky, se zvláštním
zřetelem k potřebám nejchudších a nejpotřebnějších částí moldavské společnosti;
majíce na paměti, že respektování demokratických zásad, obecných zásad mezinárodního
práva, jakož i lidských práv je stěžejní zásadou rozvojové spolupráce mezi státy smluvních
stran;
se dohodly takto:

Článek 1

Předmětem této dohody je rozvojová spolupráce mezi státy smluvních stran, která má být prováděna zejména formou:

- a) odborné spolupráce za účelem podpory hospodářského a sociálního rozvoje Moldavské republiky;
- b) přípravy a provádění programů, projektů, průzkumů a výzkumu za účelem plnění rozvojových cílů Moldavské republiky;
- c) poskytování vybavení, materiálu, zboží a služeb potřebných k úspěšnému provádění projektů rozvojové spolupráce;
- d) vysílání realizátorů rozvojových projektů do Moldavské republiky za účelem školení, konzultací, stáží a jiných typů odborné pomoci;
- e) vysílání plánovacích, monitorovacích a evaluačních misí do Moldavské republiky za účelem tvorby, analýzy a kontroly rozvojových projektů;
- f) jiných činností sjednaných mezi smluvními stranami.

Článek 2

Moldavská strana se zavazuje:

- a) osvobodit zboží a služby financované z českého příspěvku v rámci provádění této dohody, dovážené do Moldavské republiky nebo nabyté v Moldavské republice za účelem projektů rozvojové spolupráce, od cel a daní, jakož i od jiných povinných plateb, které mají být hrazeny v Moldavské republice;
- b) osvobodit veškeré vybavení, materiál, zboží, vozidla, práce a služby dovážené do Moldavské republiky za účelem jakýchkoli společných činností vykonávaných v rámci provádění této dohody ode všech cel, daní včetně daně

z přidané hodnoty, dávek, odvodů a jakýchkoli poplatků, které mají být hrazeny v Moldavské republice;

c) osvobodit české realizátory projektů rozvojové spolupráce vyslané do Moldavské republiky v rámci provádění této dohody, jakož i jejich rodinné příslušníky, od cel, jiných daní a dovozních přírážek při dovozu zboží osobní potřeby, nového či použitého, do Moldavské republiky, v průběhu šesti měsíců ode dne příjezdu na území Moldavské republiky. Dovezené zboží tedy může být prodáno jiným osobám, které mají nárok na osvobození. Pokud bude dovezené zboží prodáno jiným způsobem, bude prodané zboží zdaněno.

d) usnadnit celní odbavení a jiné postupy při vstupním a výstupním odbavení pro osoby vyslané českou stranou do Moldavské republiky v rámci provádění této dohody, jakož i pro jejich rodinné příslušníky. Bude rovněž věnovat pozornost otázce zkrácení čekacích dob na vstupní víza a povolení (pracovní, pobytová apod.) v případech, kdy se taková víza a povolení vyžadují, a osvobodí osoby vyslané českou stranou, jakož i jejich rodinné příslušníky, od placení veškerých související poplatků;

e) zajistit, aby se osobám vyslaným českou stranou v rámci provádění této dohody, jakož i jejich rodinným příslušníkům, dostalo zacházení alespoň tak příznivého, jako je to, kterého se dostává osobám vyslaným na srovnatelném základě jakýmkoli jiným státem či mezinárodní organizací v rámci rozvojové spolupráce.

Článek 3

(1) Orgány odpovědnými za koordinaci provádění této dohody jsou

(a) v České republice Ministerstvo zahraničních věcí,

(b) v Moldavské republice Státní kancelář Moldavské republiky.

(2) Jakékoli změny orgánů uvedených v odstavci 1 musí být okamžitě oznámeny druhé smluvní straně diplomatickou cestou.

Článek 4

Jakékoliv spory vzniklé při výkladu nebo provádění této dohody budou řešeny jednáním mezi orgány uvedenými v článku 3 odstavci 1 této dohody. Pokud spor nelze vyřešit jednáním mezi těmito orgány, bude řešen jednáním mezi smluvními stranami.

Článek 5

Tato dohoda vstoupí v platnost třicátého dne následujícího po datu pozdějšího oznámení, podaného diplomatickou cestou, o dokončení vnitřních postupů smluvních stran potřebných pro vstup této dohody v platnost.

Po vstupu této dohody v platnost se daňové a celní výhody stanovené v čl. 2 budou vztahovat i na jakékoli probíhající projekty rozvojové spolupráce pouze ve vztahu k činnostem, které se budou uskutečňovat po vstupu této dohody v platnost.

Článek 6

(1) Tato dohoda se uzavírá na dobu neurčitou. Kterákoli ze smluvních stran může platnost dohody ukončit písemně nejpozději 6 měsíců před koncem běžného kalendářního roku. Platnost dohody skončí 31. prosince roku, v němž byla výpověď podána.

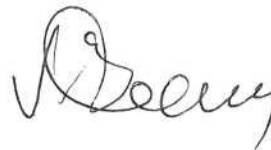
(2) V případě ukončení platnosti dohody se jakékoli projekty, které byly zahájeny v době platnosti dohody a nejsou dokončeny ke dni jejího skončení, budou řídit ustanoveními této dohody až do svého definitivního dokončení, avšak ne déle než po dva

roky následující po ukončení platnosti dohody. Pro účely této dohody je dnem zahájení projektu den podpisu písemného dokumentu týkajícího se provádění rozvojového projektu (např. memoranda o porozumění) a dnem dokončení projektu je den podpisu oficiálního protokolu o předání rozvojového projektu.

Dáno v Kišinevu dne 23. listopadu 2012 ve dvou původních vyhotoveních, každé v jazyce českém, moldavském a anglickém, přičemž všechna znění jsou stejně autentická. V případě rozdílností ve výkladu je rozhodující znění v jazyce anglickém.



Za vládu České republiky



Za vládu Moldavské republiky

ACORD
DINTRE
GUVERNUL REPUBLICII CEHE
ȘI
GUVERNUL REPUBLICII MOLDOVA
PRIVIND COOPERAREA PENTRU DEZVOLTARE

Guvernul Republicii Cehe și Guvernul Republicii Moldova (în continuare „Părți Contractante”),

în dorința de a consolida relațiile prietenoase existente dintre Republica Cehă și Republica Moldova și dintre cetățenii acestora;

Întru intenția Republicii Cehe de a contribui la dezvoltarea economică și socială a Republicii Moldova și realizarea obiectivelor de dezvoltare ale acesteia;

Punând accent pe dezvoltarea durabilă și armonioasă a Republicii Moldova, cu o considerare deosebită a necesităților celor mai nevoiașe segmente ale societății moldovenești;

Luând în considerare că respectarea principiilor democratice, principiilor generale ale dreptului internațional, precum și ale drepturilor omului este principiul esențial al cooperării pentru dezvoltare dintre Statele Părților Contractante;

Au convenit, după cum urmează:

Articolul 1

Obiectul prezentului Acord este cooperarea pentru dezvoltare dintre Statele Părților Contractante, ce urmează a fi realizată, mai cu seamă, în formă de:

- a) Cooperare tehnică în scopul promovării dezvoltării economice și sociale a Republicii Moldova;
- b) Pregătire și implementare a programelor, proiectelor, studiilor și cercetărilor în scopul realizării obiectivelor de dezvoltare a Republicii Moldova;
- c) Oferire a echipamentului, materialelor, bunurilor și serviciilor necesare pentru implementarea cu succes a proiectelor de cooperare pentru dezvoltare;
- d) Delegare a promotorilor proiectelor de dezvoltare în Republica Moldova în scopul instruirilor, consultărilor, vizitelor de studiu sau altor tipuri de asistență tehnică;
- e) Delegarea misiunilor de planificare, monitorizare și evaluare în Republica Moldova în scopul formulării, analizei și inspectării proiectelor de dezvoltare;
- f) Alte activități convenite de către Părțile Contractante.

Articolul 2

Partea Moldavă își asumă responsabilitatea să:

- a) scutească mărfurile și serviciile finanțate de către contribuția cehă în cadrul implementării prezentului Acord, importate sau achiziționate în Republica Moldova în scopul proiectelor de cooperare pentru dezvoltare, de impozite și taxe, precum și de alte plăți obligatorii achitate pe teritoriul Republicii Moldova;

b) scutească mărfurile și serviciile importate în Republica Moldova în scopul oricăror activități comune realizate în cadrul implementării prezentului Acord de impozite și taxe, precum și de alte plăți obligatorii achitate pe teritoriul Republicii Moldova;

c) scutească promotorii cehi ai proiectelor de cooperare pentru dezvoltare desemnați în Republica Moldova în cadrul implementării prezentului Acord, precum și dependenții acestora, de plata taxei vamale, altor impozite și taxe la importul bunurilor de uz personal pe teritoriul Republicii Moldova, noi sau uzate, în decursul a șase luni din data sosirii acestora în Republica Moldova. Bunurile importate astfel pot fi vândute altor persoane care la rândul lor beneficiază de scuturi. Dacă bunurile importate sunt vândute altfel, atunci bunurile vândute respectiv vor fi impozitate.

d) faciliteze devamarea, precum și alte proceduri de intrare și ieșire pentru persoanele desemnate de către Partea Cehă în Republica Moldova în cadrul implementării prezentului Acord, precum și pentru dependenții acestora. Aceasta de asemenea va acorda atenție aspectului reducerii perioadei de așteptare a vizelor de intrare și permiselor (de lucru, de ședere etc.) în cazul necesității unor asemenea vize și permise, și va scuti persoanele delegate de către Partea Cehă, precum și dependenții acestora, de plățile și taxele relevante;

e) asigure că persoanele delegate de către Partea Cehă în cadrul implementării prezentului Acord, precum și dependenții acestora, vor beneficia de o atitudine cel puțin tot atât de favorabilă precum și cea de care beneficiază persoanele într-o poziție similară desemnate de către o altă țară sau organizație internațională, în cadrul cooperării pentru dezvoltare.

Articolul 3

- (1) Autoritățile responsabile de coordonarea și implementarea prezentului Acord sunt
- (a) în Republica Cehă, Ministerul Afacerilor Externe al Republicii Cehe,
 - (b) în Republica Moldova, Cancelaria de Stat a Republicii Moldova.
- (2) În cazul modificării autorităților menționate în paragraful 1, cealaltă Parte Contractantă va fi prompt înștiințată prin intermediul canalelor diplomatice.

Articolul 4

Orice dispute ce reies din implementarea prezentului Acord vor fi rezolvate prin negocieri dintre autoritățile stipulate în Articolul 3, paragraful 1 al prezentului Acord. Dacă disputa nu poate fi soluționată prin negocieri dintre aceste autorități, aceasta va fi soluționată prin negocieri dintre Părțile Contractante.

Articolul 5

Prezentul Acord va intra în vigoare în cea de-a 30-ea zi din data primirii ultimei notificări în scris, prin canale diplomatice, privind îndeplinirea de către Părțile Contractante a procedurilor interne necesare intrării în vigoare a acestuia. După intrarea în vigoare a prezentului acord, facilitățile fiscale și vamale prevăzute la art. 2, se vor aplica, de asemenea, proiectelor de cooperare pentru dezvoltare în derulare, doar în partea ce ține de activitățile ce vor avea loc după intrarea în vigoare a prezentului acord.

Articolul 6

(1) Prezentul Acord este încheiat pe o perioadă nedefinită. Oricare dintre Părțile Contractante poate denunța prezentul Acord, în scris, nu mai târziu de 6 luni până la finele anului calendaristic curent. Acordul va fi reziliat la 31 decembrie a anului în care a fost efectuată notificarea cu privire la denunțarea acestuia.

(2) În cazul denunțării Acordului, orice proiecte lansate în perioada aflării în vigoare a prezentului Acord, dar neîncheiate la data denunțării acestuia, vor fi administrate în conformitate cu prevederile prezentului Acord până la încheierea acestora, dar nu mai mult de doi ani din data rezilierii prezentului Acord. În scopul prezentului Acord, data lansării a unui proiect va fi considerată data semnării a unui document scris cu privire la implementarea proiectului de dezvoltare (ex. un memorandum de înțelegere), și data încheierii proiectului va fi considerată data semnării unei înregistrări formale cu privire la predarea proiectului de dezvoltare.

Întocmit la Chișinău pe 23/11 2012 în două exemplare, fiecare în limbile cehă, moldovenească și engleză, toate textele fiind în egală măsură autentice. În cazul divergențelor de interpretare, textul englez va prevala.



Pentru Guvernul Republicii Ceha



Pentru Guvernul Republicii Moldova

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE CZECH REPUBLIC
AND
THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA
ON DEVELOPMENT COOPERATION

The Government of the Czech Republic and the Government of the Republic of Moldova
(hereinafter referred to as the “Contracting Parties”),

Desiring to strengthen the existing mutual friendly relations between the Czech Republic
and the Republic of Moldova and between their nationals;

In view of the intention of the Czech Republic to contribute to the economic and social
development of the Republic of Moldova and to the fulfilment of its development goals;

Putting emphasis on the sustainable and harmonious development of the Republic of
Moldova, with special regard to the needs of the poorest and neediest segments of the
Moldovan society;

Bearing in mind that respect for democratic principles, for the general principles of international law as well as for human rights is the crucial principle of development cooperation between the States of the Contracting Parties;

Have agreed as follows:

Article 1

The subject-matter of this Agreement is development cooperation between the States of the Contracting Parties, to be carried out, in particular, in the form of:

- a) Technical cooperation for the purposes of promoting the economic and social development of the Republic of Moldova;
- b) Preparation and implementation of programmes, projects, surveys and research for the purposes of fulfilling the development goals of the Republic of Moldova;
- c) Provision of equipment, material, goods and services necessary for successful implementation of development cooperation projects;
- d) Assignment of development project promoters to the Republic of Moldova for the purposes of training, consultations, study visits or other types of technical assistance;
- e) Sending of planning, monitoring and evaluation missions to the Republic of Moldova to formulate, analyze and inspect development projects;
- f) Other activities as agreed between the Contracting Parties.

Article 2

The Moldovan Party undertakes to:

- a) to exempt the goods and the services financed by the the Czech contribution within the framework of implementation of this Agreement, imported into or acquired in the Republic of Moldova for the purposes of development cooperation projects, of duties and taxes, as well as of other mandatory payments payable in the Republic of Moldova;
- b) to exempt all equipment, material, goods, vehicles, work and services imported into the Republic of Moldova for the purposes of any joint activities performed within the framework of implementation of this Agreement from all duties, taxes including the value added tax, dues, levies and any fees payable in the Republic of Moldova;
- c) to exempt Czech promoters of development cooperation projects assigned to the Republic of Moldova within the framework of implementation of this Agreement, as well as their dependents, from customs duty, other taxes and import charges on the import of goods for personal use in the Republic of Moldova, new or used within six months from the date of the arrival on the territory of the Republic of Moldova. The goods imported may thus be sold to other individuals entitled to exemptions. In case the goods imported are sold differently, then the goods sold will be taxed.
- d) facilitate the customs clearance and other entry and exit clearance procedures for persons assigned by the Czech Party to the Republic of Moldova within the framework of implementation of this Agreement, as well as for their dependents. It shall also pay attention to the issue of reducing the waiting times for entry visas and

permits (working, residence, etc.) in cases where such visas and permits are required, and shall exempt persons assigned by the Czech Party, as well as their dependents, from the payment of all related fees;

e) ensure that persons assigned by the Czech Party within the framework of implementation of this Agreement, as well as their dependents, are accorded treatment at least as favourable as that accorded to persons assigned on a comparable basis by any other state or international organization within the framework of development cooperation.

Article 3

(1) The authorities responsible for coordinating the implementation of this Agreement are

- (a) in the Czech Republic, the Ministry of Foreign Affairs,
- (b) in the Republic of Moldova, State Chancellery of Republic of Moldova.

(2) Any changes of the authorities referred to paragraph 1 shall be promptly notified to the other Contracting Party through diplomatic channels.

Article 4

Any disputes arising from the interpretation and implementation of this Agreement shall be settled by negotiation between the authorities referred to in Article 3, paragraph 1 of this Agreement. If the dispute cannot be settled by negotiation between these authorities, it shall be settled by negotiation between the Contracting Parties.

Article 5

This Agreement shall enter into force on the thirtieth day following the date of the later notification, made through diplomatic channels, regarding the completion by the Contracted Parties of the internal procedures necessary for the entry into force of this Agreement.

After entry into force of this Agreement, tax and customs facilities provided in art. 2, shall also apply to any in progress cooperation projects for development, but only in respect of the activities which will take place after the entry into force of this Agreement.

Article 6

(1) This Agreement is concluded for an indefinite period. Either Contracting Party may terminate the Agreement in writing not later than 6 months before the end of the current calendar year. The Agreement shall terminate on 31 December of the year in which the notice of termination has been given.

(2) In case of termination of the Agreement, any projects commenced while the Agreement was in force but not completed as of the date of its termination shall be governed by the provisions of this Agreement until their final completion, but not for longer than for two years following the termination of the Agreement. For the purposes of this Agreement, the date of commencement of a project shall be the date of signature of a written document concerning the implementation of the development project (e.g. a memorandum of understanding), and the date of completion of a project shall be the date of signature of a formal record on the handover of the development project.

Done at Chisinau on November 20 12 in two originals, each in the Czech,
Moldovan and English languages, all texts being equally authentic. In case of any
divergence in interpretation, the English text shall prevail.



For the Government
of the Czech Republic



For the Government
of the Republic of Moldova



MINISTERUL AFACERILOR EXTERNE
ȘI INTEGRĂRII EUROPENE
AL REPUBLICII MOLDOVA

EU,

IURIE LEANCĂ,

Viceprim-ministru, Ministru al Afacerilor Externe și Integrării
Europene al Republicii Moldova,

certific că

DI Victor BODIU,

Secretar General al Guvernului Republicii Moldova,

este împuternicit să semneze

Acordul între Guvernul Republicii Moldova și Guvernul Republicii Cehe privind
cooperarea pentru dezvoltare.

ÎNTRU CONFIRMARE,

am semnat și aplicat ștampila pe prezenta la Chișinău la 21 noiembrie 2012.



Leancă
Viceprim-ministru, Ministru al Afacerilor Externe și
Integrării Europene al Republicii Moldova

Nr. 53-b/2012



Annex No. 5 – Personal data specification

Purpose of data processing:
<i>Processing according to article 6 (1)) (b) REGULATION (EU) 2016/679 (GDPR)</i> Processing is necessary for performance of mandate contract
Data subject categories:
employees and contact persons of the Czech Development Agency, the Contractor and other project partners of the Czech Development Agency
Personal data categories:
name, surname, registered office, address, date of birth, signature, e-mail address, phone number, registration number, business licence, function



**Subjekt údajů/ Data subject:**

Jméno/Name:	BONCOM Ltd
Příjmení/Surname:	
Datum narození/ Date of Birth:	
Bydliště/ Address:	Republic of Moldova, Chisinau, N. Dimo 4/1 street, of.7
Osoba vykonávající rodičovskou zodpovědnost / Person holding parent responsibility:	

1. Tímto uděluji České republice - České rozvojové agentuře, se sídlem Nerudova 3, 118 50 Praha 1, Česká republika, IČO: 75123924, (dále jen „Správce“), souhlas se zpracováním mých níže specifikovaných osobních údajů ve smyslu Nařízení Evropského parlamentu a Rady (EU) 2016/679 ze dne 27. dubna 2016 o ochraně fyzických osob v souvislosti se zpracováním osobních údajů a o volném pohybu těchto údajů a o zrušení směrnice 95/46/ES, (dále jen „GDPR“). / *I hereby give my consent to the Czech Republic – Czech Development Agency, registered office Nerudova 3, Prague, Post Code 118 50, Czech Republic, Registered number: 75123924 (hereinafter the “Controller”) to the processing of my personal data specified below under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the “GDPR”).*
 2. Uděluji Správci souhlas, aby v souvislosti s aktivitami Správce v oblasti zahraniční rozvojové spolupráce zpracovával mé jméno, příjmení a bydliště a pořizoval fotografie mé osoby a videozáznamy mé osoby a zveřejňoval je: / *I give consent to the Controller to process my name, surname and address and take photographs and videos of me in connection with activities of the Controller in development cooperation and publish them:*
 - v tištěných prezentačních materiálech/ *in printed presentation materials*
☒ ANO/ YES ☐ NE/NO
 - na internetových stránkách Správce/ *on Controller’s websites*
☒ ANO/ YES ☐ NE/NO
 - účtu Správce na Youtube/ *on Controller’s Youtube account*
☒ ANO/ YES ☐ NE/NO
 - účtech Správce na sociálních sítích (např.: Twitter, Facebook, Instagram)/ *on Controller’s accounts on social media networks (e.g.: Twitter, Facebook, Instagram)*
☒ ANO/ YES ☐ NE/NO
 - jako ilustrační fotografie ke sdělením Správce na jeho internetových stránkách a účtech na sociálních sítích a v prezentačních materiálech Správce/ *as illustrational photographs to the Controller’s announcements on Controller’s websites and accounts on social media networks and Controller’s presentation materials*
☒ ANO/ YES ☐ NE/NO
- za účelem prezentace aktivit Správce v oblasti zahraniční rozvojové spolupráce./ *in order to present Controller’s activities in development cooperation.*
3. Beru na vědomí, že mám následující práva / *I acknowledge to have following rights:*
 - a) právo vzít souhlas kdykoliv zpět (e-mailem nebo dopisem zaslanými na kontaktní adresu Správce), / *right to withdraw my consent anytime (by mail or letter sent to the contact address of the Controller),*
 - b) právo požadovat po Správci informaci o tom, jaké mé osobní údaje jsou zpracovávány, / *right to request information about which of my personal data are processed,*
 - c) právo požadovat po Správci vysvětlení ohledně zpracování osobních údajů, / *right to request explanation about processing of personal data,*
 - d) právo vyžádat si u Správce přístup k těmto osobním údajům a tyto nechat aktualizovat nebo opravit, / *right to request access to the personal data and let them update or rectify,*
 - e) právo požadovat po Správci výmaz těchto osobních údajů, / *right to request erasure of the personal data,*



f) právo vznést námitku proti zpracování a právo na přenositelnost osobních údajů, / *right to object to processing of personal data nad right portability of personal data*,
g) právo podat stížnost u dozorového úřadu (Úřad pro ochranu osobních údajů), / *right to lodge complaint to the supervisory authority (Office for Personal Data Protection)*,

h) doba uložení osobních údajů se odvíjí od naplnění účelu, k jakému byly osobní údaje zpracovány, a řídí se interními předpisy Správce. Poté, co nebude již možné, aby Správce osobní údaje zpracovával za výše stanoveným účelem, dojde v přiměřené době k jejich likvidaci. / *archiving depends on the fulfilment of the purpose for which the personal data were processed and is governed by the internal regulations of the Controller. Once it is no longer possible for the Controller to process the personal data for the above stated purpose, they will be disposed in reasonable time.*

Datum/ Date: 14. 04. 2023



Podpis subjektu údajů
Signature of the data subject

Annex No. 7 of the Contract Ref. No. 281601/2023-ČRA – Supplier's registration documents

REPUBLICA



MOLDOVA

CERTIFICAT DE ÎNREGISTRARE

Întreprinderea Mixtă
"BONCOM" S.R.L.
ESTE ÎNREGISTRATĂ LA CAMERA ÎNREGISTRĂRII DE STAT

Numărul de identificare de stat - codul fiscal
1003600118095

Data înregistrării

25.01.1996

Data eliberării

17.12.2007

Jimbei Mihai, registrator de stat

Functia, numele, prenumele persoanei
care a eliberat certificatul

u Jimbei
semnatura

MD 00738



Republic of Moldova

REGISTRATION CERTIFICATE

Joint Enterprise **BONCOM** Ltd.
is registered at the State Registration Chamber

State identification number – Fiscal Code

1003600118095

Registration Date: 24.01.1996

Issue Date: 17.12.2007

State Registrar,

Jimbei Mihai

MD0073806

