



## CONTRACT

**No. 282626/2024-ČRA**

BETWEEN:

CONTRACT OWNER: **CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY**  
Represented by: Mr. Ing. Michal Minčev, MBA - Director  
Residence: Nerudova 3, 118 50 Prague 1  
Contract owner's contact person: Ms. Kristýna Novosádová  
Phone: [REDACTED]  
E-mail: [REDACTED]  
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: **S. R. L. DFRUNZA**  
Represented by: Mr. Dumitru Frunza  
Residence: Str. Costin Nicolae, 44/2, ap. (of.) 28, sec. Buiucani, Chisinau  
Supplier's contact person: Mr. Dumitru Frunza  
Phone: [REDACTED]  
E-mail: [REDACTED]  
Tax identification number: 1023600022196

(hereafter „Supplier “)

### FOR WORK DONE

#### 1. SUBJECT OF THE CONTRACT

1.1. The Supplier hereby undertakes to supply five kennels for service dogs as described in specification (hereafter „work“), further specified in Annex no. 1.

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 (Annex no. 2).



1.5. The contracting parties have expressly agreed that the performance of **the work must be finished no later than on 10th December 2024.**

## 2. TERMS OF PAYMENT

2.1. The CzechAid shall reimburse the Supplier for performance of the work in the amount of **8770 EUR (in words: eight thousand seventy-seven EUR) 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.

2.2 The Contractor undertakes to hand over the Subject of Performance to the **General Inspectorate of Border Police of the Ministry of Internal Affairs of the Republic of Moldova** (hereinafter referred to as the Beneficiary). The specific place and date of delivery and handover will be agreed on beforehand with the Beneficiary and the Client will be informed in advance. Contact details: Address: 19 Petricani Street, Chisinau, Republic of Moldova  
Contact person: [REDACTED], E-mail: [REDACTED]

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 Offer of Delivery (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 Technical offer, will be specified as an open market value related to the place and time – by an agreement of the CzechAid and Supplier.

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 a positive opinion of the CzechAid expert. 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): BC MOLDOVA – AGROINDBANK S.A.

Address of the bank: 9/1 Str. Tănase Constantin, Chişinău

Account Number: [REDACTED]

SWIFT-BIC: [REDACTED]

IBAN/Beneficiary's account no.: [REDACTED]

2.5. In case of delay in performance of the complete work the Supplier shall pay contractual penalty in the amount of 50 EUR for each day of delay.

### **3. OBLIGATIONS OF THE SUPPLIER**

The Supplier undertakes:

3.1. To supply five dog kennels of the required size 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 carry out all activities with the utmost care to avoid endangering the health of persons and the environment. The contractor shall take reasonable measures to comply with the above conditions.

### **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.

5.9. 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 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.

## 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 the Contracts Register, 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 on .....2024

and in Chisinau on .....2024

List of Annexes:

- Annex No. 1 – Handover protocol
- Annex No. 2 – Offer of Delivery
- Annex No. 3 – Technical requirements

.....  
For and on behalf of the CzechAid  
  
Mr. Michal Minčev, Director

.....  
For and on behalf of the Supplier  
  
Mr. Dumitru Frunza





**Annex no. 1.**

Č.j.: 282626/2024-ČRA

**Handover protocol to the Contract n.**

Between:

CONTRACT OWNER:	<b>CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY</b>
Represented by:	Ing. Michalem Minčevem, MBA - director
Residence:	Nerudova 3, 118 50 Praha 1
Cotract owner's contact person:	Kristýna Novosádová
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:	<b>S. R. L. DFRUNZA</b>
Represented by:	Mr. Dumitru Frunza
Residence:	Str. Costin Nicolae, 44/2, ap. (of.) 28, sec. Buiucani, Chisinau
Supplier's contact person:	Mr. Dumitru Frunza
Phone:	██████████
E-mail:	████████████████████
Tax identification number:	1023600022196
Bank connection:	Czech National Bank, Na Příkopě 28, Prague 1
Account Number:	

On the basis of and in accordance with the contract ..... dated .... no....., the Supplier shall hand over to the Client .....

Number of pieces:

On.....

Defects and deficiencies.....

On behalf of the Supplier:

On behalf of the Client:

.....

.....

## Annex no. 2.

### Ofertă Comercială

Către: Poliția de frontieră a RM

Vă mulțumim pentru solicitarea d-voastră, avem plăcerea să vă transmitem oferta de preț pentru volierele solicitate.

Conform cererii au fost evidențiate următoarele criterii:

1. Țarc pentru cîine cu marimile de gabarit L=3000mm l=2000mm H(față)=2000mm și H(spate)=1800mm
2. Baza Țarcului se v-a afla la înălțimea de 150mm de la nivelul pămîntului
3. Acoperirea podelei se v-a efectua cu placi din fibociment, impermeabile, antiinflamabile și lavabile sau ceva material cu caracteristici similare
4. Pereții laterali și spate acoperiți cu Lambriu grosime 19mm și prelucrați cu anti mucegai și lac incolor
5. Acoperișul executat din tablă metalică trapezoidală
6. Carcasul metalic demontabil și toate elementele metalice galvanizate la cald (compus din profil 40x40x2mm , 40x20x2mm, 30x30x2mm)
7. Partea din față va fi acoperită cu plasă metalică cu ochiuri 50x50x4mm
8. Ușa metalică 700x1900mm acoperită cu tablă trapezoidală v-a fi montată pe partea din față, spre dreapta.
9. Un adăpost incorporat cu marimea 1300x800x800mm cu acoperiș demontabil, izolat cu polistern, podea din placaj laminat antiderapant grosime 12mm impermeabil, pereții interiori acoperiți cu tabla pentru prevenirea roaderii.

Nr. d/o	Denumirea bunurilor/ lucrărilor/ serviciilor	Cantitatea/ volumul (unit. de măsură), buc	Preț, lei per unitate	Suma totală
1	2	3	4	5
1	Volier pentru câine 3000x2000x2000mm	12 buc.	34000,00	408000,00
2				
3				
	<b>Total</b>			<b>408 000.00</b>

Lucrările v-or fi executate în termen de 45 zile lucrătoare din data semnării contractului

Cu respect

Administrator SRL "DFRUNZA"

Frunza Dumitru



**Annex no. 3.**

**Technical specifications for dog kennels:**

**Modular Dog Kennel 300x200x200 cm:**

Kit-type construction – disassemblable design; all metal parts hot-dip galvanized; wall panels of the kennel made from 19 mm wooden planks, treated with a colourless coating to prevent mold and moisture; front wall of the kennel equipped with a mesh with 50x50x4 mm openings and doors positioned on the right side as standard (*or as agreed with the dog handler*); door size 70 cm; roof made of trapezoidal galvanized sheet metal; the floor consists of a steel frame with legs and filled with CETRIS boards, which are washable, impermeable, frost-resistant, and non-flammable; dimensions 300x200x200, with roof incline towards the back, with the front part being 200 cm high and the rear part 180 cm high.