



CONTRACT FOR WORKS

Date: **25 August 2017**

Dear Sir/Madam,

Ref.: **ITB17/1531: SARD/Construction works for 9 social infrastructure projects (LOT - 4)**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**MONCOMTEX**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Street lighting system optimization", Congaz, ATU Gazauzia; Site 2: "Capital repair of the roof of the culture house", Cairaclia, Taraclia district** (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a. this Contract;
 - b. Annex I – The General Conditions of Contract for Civil Works;
 - c. Annex II – Schedule of Requirements and Technical Specifications dated June 14, 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
 - d. Annex III - the Contractor's Offer including the Price Schedule and Bills of Quantities submitted by the Contractor as part of its Bid dated July 10, 2017, not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

"MONCOMTEX" LLC

Pobedy street 26, Comrat city, Republic of Moldova,

2. Obligations of the Contractor

- 2.1 The Contractor shall commence the Works within **5 (five) days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and Substantially complete the Works in not more than **90 calendar days**, in accordance with the

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Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

2.3 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **01/09/2017**.

2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. Price and payment

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **US\$ 135,058.93 USD (one hundred thirty-five thousand fifty-eight US dollars, 93 cents)**. (Total Site #1 (Congaz) 87 283,83 Total Site #2 (Cairaclia) 47 775,10 USD)

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.4 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

3.5 Invoices for the work performed and materials utilized shall be submitted every 15 days; and a final invoice within 15 days from the issuance of the Certificate of Substantial Completion by the Engineer. Payments will be made in MDL at UNORE on the day of payment.

3.6 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 10 days of their receipt, when no objections for the performed works exist.

3.7 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

3.8 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Project "Support in Agricultural and Rural Development in ATU Gagauzia and Taraclia" implemented by UNDP.

3.9 All the financial facilities and exemptions received from authorities, from which the Contractor will benefit in order to perform works under the present contract shall remain the property of UNDP and shall be used for other tasks established by UNDP under the purpose of the present contract.

4. Special conditions

e-mail: moncomtex@mail.ru

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

Alexandru URSUL

Le Roi Business Center, #29 Sfatul Tarii Street, off. 403, Chisinau, Moldova

e-mail: Alexandrul Ursul <alexandru.ursul65@gmail.com>

UNDP may appoint another person as Engineer as will be notified in writing to the Contractor. If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Stefan Liller
Deputy Resident Representative
UNDP Moldova



For "Moncomtex" LLC

Agreed and Accepted:

Signature _____

Name **Mavrodi Oleg**

Title **Director**

Date _____



United Nations Development Programme

08.02 - JJ3304887 - 105448,19 USD
23.04 - IY0173559 - 136351,89 USD
13.11 - JY0252943 - 85725 USD
04.12 - 1541423,02

1868948,10 +

537310,79

2406258,89



Empowered lives.
Resilient nations.

Ref: ITB17/01531-Lot#4

**AMENDMENT#1 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
"Moncomtex" LLC**

Date: January 29, 2018

Reference is made to the contract for works dated November 21, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Moncomtex" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 4, Site 1: "Street lighting system optimization", Congaz, ATU Gazauzia; Site 2: "Capital repair of the roof of the culture house", Cairaclia, Taraclia district.**

As per mentioned within UNDP Rules and Regulations, any modification to this Contract shall require an amendment in writing between both parties and duly signed by the authorized representatives of the Contractor and UNDP.

Therefore Parties hereby agree on the following:

WHEREAS "Moncomtex" LLC and UNDP now wish to amend said Contract in order to:

- include additional works in the **Congaz village, for the amount of 13,273.78 USD**
- include additional works in the **Cairaclia village, for the amount of 6,306.71 USD**

WHEREAS such Amendment will result in an increase of **USD 19,580.49** (nineteen thousand five hundred eighty dollars and 49 cents) making this amended Contract total **USD 154.639,32** (one hundred fifty-four thousand six hundred thirty-nine dollars and 32 cents), following the breakdown below:

NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended to read as follows:

Clause 1.2 shall be changed to now read as follows:

- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a. this letter;
 - b. the Contractor's Bill of Quantities for additional works attached hereto as Annex I;
 - c. the letter confirming that Contractor will comply with the volume of work estimated in the BOQ published within ITB17/01531, Lot #4, , Site 1: "Street lighting system optimization", Congaz, ATU Gazauzia; Site 2: "Capital repair of the roof of the culture house", Cairaclia, Taraclia district, additional volume of Works in Congaz village, additional volume of Works in Cairaclia village, according to the

Moncomtex LLC financial proposal, Commitment letter from the Contractor regarding the (i) additional works for installing of 52.4 m2 of new PVC doors and windows in Cairaclia village; and (ii) mounting of 4.8 km of power supply cables and 80 LED street lighting lamps in Congaz village.

*type B x 16,75 uceb
2.590.201.61 ucb*

Clause 3.1 shall be changed to now read as follows:

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **USD 154.639,32** (one hundred fifty-four thousand six hundred thirty-nine dollars and 32 cents).

NEVERTHELESS, all other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, THE UNDP AND THE CONTRACTOR HAVE SIGNED THIS AMENDMENT

For **UNDP**:

By _____


(signature)

Dafina Gercheva
UN Resident Coordinator
UNDP Resident Representative in Moldova

Date: _____



For **"Moncomtex" LLC**:

By _____

(signature)

Mavrodi Oleg,
Director

Date: _____



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**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

Nr. 1 din 01.12. 2017

Privind lucrarea: *Extinderea si optimizarea sistemului municipal de iluminare stradală din sat. Congaz, r.Comrat*, în cadrul contractului nr. ITB17 /1531 din 25.08.2017 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de: *Extindere a rețelei de cabluri pentru iluminare stradala cu cca. 29 km si instalarea noilor corpuri de iluminat stradal de tip LED din s.Congaz*,

1. Lucrările au fost executate în baza autorizației nr.46, din 23 august 2017 eliberată de Primaria s. Congaz, cu valabilitate pînă la 23 august 2019;

2. Comisia de receptie și-a desfășurat activitatea în intervalul 01.12. 2017, fiind formată din:

Președintele comisiei:

Esir Mihail - Primar s. Congaz

Membrii comisiei:

Cheles Ivan – Viceprimar s. Congaz

Busaji Zahar – Electrician primaria s. Congaz

Telipiz Zinaida - Contabil sef primaria s. Congaz

Borlac Vasilii - Consilier primăria s.Congaz

Aricov Nicolai - Responsabil Tehnic

Vladimir Baghici - Inginer – Consultant UE SARD

3. *Au mai participat la receptie:*

Administrator SRL Moncomtex - Mavrodi Oleg

Diriginte de santier SRL Moncomtex - Velcev Ivan

4. *Constatările comisiei de receptie cu privire la terminarea lucrărilor: Extinderea si optimizarea sistemului municipal de iluminare stradală, s.Congaz r.Comrat, sunt cuprinse în anexele nr. 1,2,3, la acest process verbal:*

Anexa1: piesele din documentația scrisă și desenată, prezentată, care au lipsit și/sau sînt incomplete;

Anexa 2: lucrările din caietul de sarcini care nu au fost executate (în caz că sunt așa lucrări);

Anexa 3: lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

5. Comisia de receptie, în urma constatărilor făcute, propune:

Organizarea procedurii de receptie a obiectului la terminarea lucraeilor

6. Comisia de receptie motivează propunerea făcută prin:

Finalizarea lucrarilor de constructie - montaj prevazute in contract

7. Comisia de receptie recomandă următoarele:

Exploatarea obiectivului conform destinației

7¹. Descrierea obiectului recomandat spre receptie:

Obiectul cu numărul cadastral _____, adresa poștală; s. *Vinogradovca* rn. Taraclia, str. _____, destinația _____, compus din următoarele construcții _____, suprafața la sol _____, suprafața totală, _____, numărul de etaje 1, conform certificatului despre rezultatele inspectării bunului imobil, anexat la prezentul proces-verbal.

8. Prezentul proces-verbal, conținând 2 fișe și 3 anexe numerotate, cu un total de 5 fișe, a fost încheiat astăzi 0.12. 2017 la ora _____ în 6 exemplare.

Președintele comisiei:

Esir Mihail - Primar s. Congaz

Membrii comisiei:

Cheles Ivan Viceprimar s. Congaz
Busaji Zahar Electrician primaria s. Congaz
Telipiz Zinaida Contabil sef primaria s. Congaz
Borlac Vasilii Consilier primăria s. Congaz
Aricov Nicolai Responsabil Tehnic
Vladimir Baghici Inginer – Consultant UE SARD

Comisia de recepție:

Președintele comisiei:

Esir Mihail _____

Membrii comisiei:

Cheles Ivan
Busaji Zahar
Telipiz Zinaida
Borlac Vasilii
Aricov Nicolai
Vladimir Baghici

Reprezentant antreprenor:

Mavrodi Oleg
Velicev Ivan

9. Concluzia Inspecției de Stat în Construcții:

Lucrarea _____

"11" _____
L.S. _____

(semnătura)

2017

(funcția, numele, prenumele)

10. Lucrarea: Construcția sistemului municipal de iluminare stradală s. Congaz r. Comrat.:

TRANSMISĂ:

EXECUTANTULI
SRL „Moncomtex”

" _____ 2017

L.S. _____

(semnătura)

PRIMITĂ:

BENEFECIAR
Primaria Congaz

"0" _____ 2017

L.S. _____

(semnătura)

Lista lucrărilor cuprinse in Documentația Tehnica ce n-au fost executate.



Esir Mihail

Mavrodi Oleg

Baghici Vladimir



Primarul s. Congaz

Administrator SRL Moncontex

Inginer Consultant UE SARD

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Cairaclia)

Anexanr. 2
la Regulamentul de recepție
a construcțiilor și instalațiilor
afereente

**PROCES-VERBAL
DE RECEPȚIE FINALA**

Nr. ~~1~~ Din 25.05.2018

Privind lucrarea: *Reparatia capitală a acoperisului, montarea tamplariei exterioare din PVC la casa de cultura din s. Cairaclia r. Taraclia*
executată la obiectul: *Casa de cultura din s. Cairaclia r. Taraclia*, în cadrul contractului nr. ITB17 /1531 din 25.08.2017 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de; *Reparatia capitală a acoperisului, montarea tamplariei exterioare din PVC la casa de cultura din s. Cairaclia r. Taraclia*

1. Lucrările au fost executate în baza autorizației nr.08, din 06.09.2017 eliberată de Primaria s.Cairaclia cu valabilitate pînă la 06.09.2019;
2. Comisia de recepție și-a desfășurat activitatea în intervalul 25.05. 2017, fiind formată din:

Președintele comisiei:

Primar s. Cairaclia – Maria Danu

Membrii comisiei:

Seful Direcției de Construcții,
r. Taraclia - Alexandru Tatarescu
Inginer cadastral - Svetlana Greceanli
Contabil sef - Elena Dimova
Consilier - Nicolai Petrov
Responsabil tehnic - Andrei Tanov
Inginer consultant - Ion Ceban
UE - SARD

3. *Au mai participat la recepție :*

Administrator SRL Moncomtex - Mavrodi Oleg
Diriginte de santier SRL Moncomtex - Topal Veaceslav

Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în cartea tehnică a construcției, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei – anexă nr.1;
- 2) lucrările au fost complet terminate la data de 07.11.2017;
- 3) observațiile comisiei de recepție finală sunt prezentate în lista-anexă nr. 2;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sunt în posesia utilizatorului;
- 6) construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 07.11.2017 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;
- 7) valoarea obiectului este de 54 081.81\$

4. În baza constatărilor făcute, comisia de recepție finală propune:
Recepția finală a obiectului
5. Comisia de recepție finală motivează propunerea făcută prin:
Comportarea satisfăcătoare a obiectivului în perioada de garanție
6. Comisia de recepție finală recomandă următoarele:
Exploatarea obiectului conform destinației
7. Prezentul proces-verbal, continând 2 file și 2 anexe numerotate, cu un total de 4 file, a fost încheiat astăzi 25.05.2018 în 6 exemplare.

Președintele comisiei
Maria Danu



Membrii comisiei

Alexandru Tatarescu

Svetlana Greceanli

Elena Dimova

Nicolai Petrov

Andrei Tanov

Ion Ceban

Reprezentant antreprenor
Mavrodi Oleg
Topal Veaceslav



9. Concluzia Inspecției de Stat în Construcții:

Spre recepție finală

" 28 " 05 2018



(semnatura)

(funcția, numele, prenumele)

*Trăiesc în pace și bună înțelegere
cu toată lumea
Mavrodi Oleg
Topal Veaceslav*