



Empowered lives.
Resilient nations.

CONTRACT FOR WORKS

Date: 10/10/2013

Dear Sir/Madam,

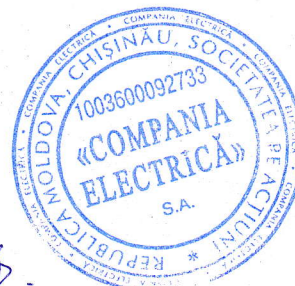
Ref.: ITB13/00702: **Reconstruction of Street Lighting Systems in Climautii de Jos village, Soldanesti district and Ustia village, Dubasari district.**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform **Reconstruction of Street Lighting Systems in Climautii de Jos village, Soldanesti district and Ustia village, Dubasari 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 letter;
 - b) the Technical Specifications and Drawings, attached hereto as Annex II;
 - c) the Contractor's Tender Cost Estimates (ref. no. 001/2013 -IS.1; 001/2013 -IS.2; 001-2013 -IS.3; 001/2013 -IS.4; 001-2013 -IS.5; 001/2013 -IS.6; 001/2013 -IS.7; 001/2013 -IS.9), 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.

"COMPANIA ELECTRICA" SA
2, Plaiului str., Chisinau MD-2002
Republic of Moldova



[Handwritten signature]

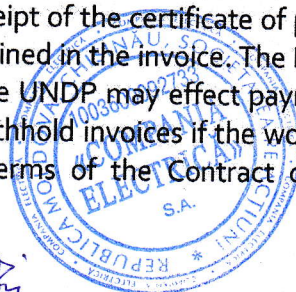
[Handwritten signature]

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within **5 calendar 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 shall perform the Works not more than **75 calendar days** and substantially complete the Works not later than **30/04/2014**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **11/10/2013**.
- 2.3 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 **2,849,607.00 MDL** (Two million eight hundred forty nine thousand six hundred seven Moldovan Lei oo bani).
- 3.2 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.
- 3.3 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.
- 3.4 The Contractor shall submit an invoice for **284,960.70 MDL** (Two hundred eighty four thousand and nine hundred sixty Moldovan Lei 70bani), upon submission and approval of the detailed Programme of Work, invoices for the work performed and materials utilized every 20 to 30 days and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.
- 3.5 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



7. **Modifications**

- 7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. **Notifications**

- 8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Viorel Albu
Project Manager
Support to Confidence Building Measures
Programme, UNDP Moldova
29, Sfatul Tarii Str., of. 302
Chisinau, Moldova
Tel.: (+373 22) 83 98 72
Fax: (+373 22) 83 98 69
e-mail: viorel.albu@undp.org

For the Contractor:

Mihail Sofroniuc
Director
"COMPANIA ELECTRICA" SA
2, Plaiului Str.
Chisinau MD-2002, Moldova
Tel.: (+373 22) 505047
Fax: (+373 22) 505047
e-mail: compania.electrica@mail.ru


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

Vladimir Baghici,

Le Roi Building, 29 Sfatul Tarii str., 3-rd floor, Chisinau, Moldova
Tel.: +373 22 839872 / Fax: +373 22 839869

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,

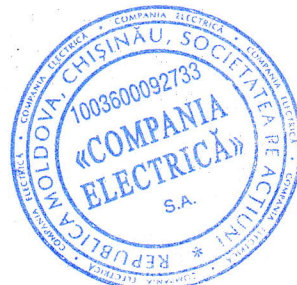

Narine Sahakyan
Deputy Resident Representative
UNDP Moldova



For: "COMPANIA ELECTRICA" SA

Agreed and Accepted

Signature _____
Name **Mihail Sofroniuc**
Title **Director**
Date _____



Anexa nr. 2
la Regulamentul de
recepție a
construcțiilor
și instalațiilor
afărate
nr. 285 din 23 mai
1996

REPUBLICA MOLDOVA

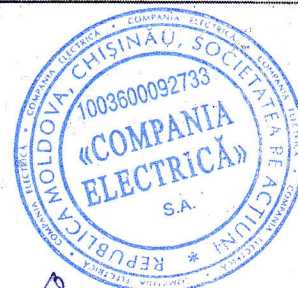
SCBM UNDP Moldova

PROCES – VERBAL
DE RECEPȚIE FINALĂ

Nr. *2* din *15* *decembrie* 2013

Lucrarile de “ **Reconstructia sistemii de iluminarea stradala situatia**
in s Ustea, r-nul Dubasari.”

INVESTITORUL SCBM UNDP Moldova
EXECUTANTUL S.A. „COMPANIA ELECTRICA”



PROCES VERBAL DE RECEPȚIE FINALĂ

Nr. 2 din 28 decembrie 2013

Investitorul SCBM UNDP Moldova

Privind lucrarea " **Reconstructia sistemelor de iluminare stradale situată în s. Ustea, r-nul Dubasari.** "

Este executat în cadrul contractului nr. **75 din 10 octombrie an. 2013**, încheiat între SCBM UNDP Moldova și SA "Compania Electrică"

Lucrările au fost executate în baza autorizației nr. **015041** din **22.02.2005** valabilă până la **22.02.2015**

Comisia de recepție finală și-a desfășurat activitatea în intervalul decembrie 2013 fiind formată din:

Președintele comisiei:

Uritu Aurica

- Primar s. Ustea

Membrii comisiei:

Loghin Mihail

- viceprimar s. Ustea

Chirilov Vitalie

- Consilier Local

Guvir Sergiu

- Consilier Local

Chirilov Serghei

- Consilier Local

Baghici Vladimir

- Consultant – expert SCBM, UNDP Moldova

Cauia Iurii

- Responsabil - tehnic

Sofroniuc Mihail

- Antreprenor, Director SA „Compania

Electrică”.

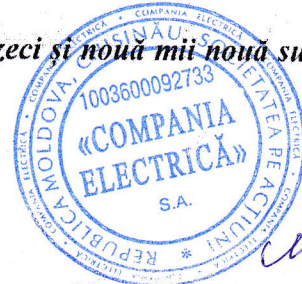
Condrea Iurii

- Proiectant SRL” IGC- Construct”

2. 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 de specialități au fost executate și recepționate conform listei-anexă nr.1;
- 2) lucrările au fost complet terminate la data de **25 decembrie 2013** ;
- 3) cartea tehnică a construcției și fișa sintetică a obiectului au fost (nu au fost) completate;
- 4) instrucțiunile de exploatare urmărite a comportării în timp a obiectului (nu) sunt în posesia utilizatorului;
- 5) construcția s-a comportat (nu s-a comportat) corespunzător în perioada de la terminarea ei de la data de **25 decembrie 2013** pînă în prezent.

valoarea obiectului este de **1 979 981,00** (un milion nouă sute șaptezeci și nouă mii nouă sute optzeci și unu) lei 00 bani



3. În baza constatărilor făcute, comisia de recepție finală propune: de a recepționa obiectivul menționat

4. Comisia de recepție finală motivează propunerea făcută prin: Lucrarile au fost finisate pe deplin

5. Comisia de recepție finală recomandă următoarele: De receptionat obiectul

6. Prezentul proces verbal, conținând 2 file și 1 anexă numerotată, cu un total de 4 file, a fost încheiat astăzi 2013 în 5 exemplare.

Comisia de recepție :

Președintele comisiei: Urin Aurica

Membrii comisiei:

Loghin Mihail

Chirilov Vitalie

Guvir Sergiu

Baghici Vladimir

Cauia Iurii

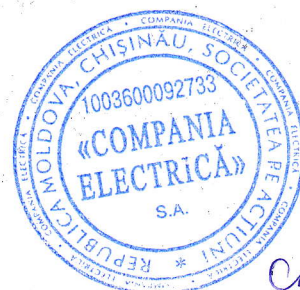
Sofroniuc Mihail

Condrea Iurii

" 05 " 12 2013

L.S.

(semnătura)



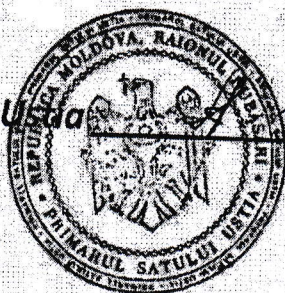
Chirilov

VA

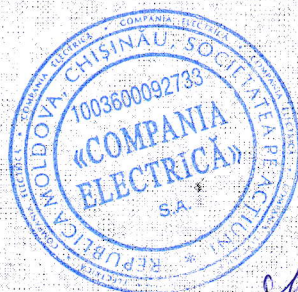
SCRISOARE DE RECOMANDARE

Obiectivele inaintate catre SA "COMPANIA ELECTRICA" au fost indeplinite la timp, calitativ si conform preturilor contactuale. Specialistii companiei au dat dovada de disciplina si corectitudine. La indeplinirea lucrarilor norme de ocrotire ale naturii si de securitate a muncii au fost respectate. Recomand si altor beneficiari compania data.

Primar s. Ustia



[Handwritten signature]



[Handwritten signature]