



CONTRACT FOR WORKS

Contract Ref.: **ITB17/1642-Lot#1**

Date: February __, 2018

Dear Sir/Madam,

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**HIPERTEH**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Interior repair works at the kindergarten #4", Taraclia city; Site 2: "Access paths and paving the courts of the kindergarten", Comrat city** (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 November 29, 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 December 18, 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.

"HIPERTEH" LLC

Puskin 44, of. 18, Chisinau district, 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 **180 calendar days**, in accordance with the

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 within **10 (ten) days**.

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\$ 62 162,86 (sixty-two thousand one hundred sixty-two dollars and 86 cents)**. (Total Site #1 (Taraclia) – 23 431,35USD; Total Site #2 (Comrat) – 38 731,51 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 Final 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 Payment of the final invoice in the amount of **not less than 5% (five) and not more than 10% (ten)** of the total estimated price of the contract shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

3.9 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.

3.10 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**

4.1 The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

4.2 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **0.25%** of the price of the Contract per day of delay, up to a maximum of 30 days, after which UNDP may terminate the contract.

4.3 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount required by the local legislation.

5. **Submission of invoices**

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the UNDP Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. **Time and manner of payment**

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Bank Name: BC Molodva-Agroindbank SA,

Bank Code: AGRNMD2X885

Account: 2251551021007

Contractor Fiscal Code: 1003600080897

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:

Anatolie TERZI

SARD Project Manager, UNDP Moldova

#131, 31 August 1989 Street, MD 2012 Chisinau, Moldova

Tel: (+373 22) 839 932

e-mail: anatolii.terzi@undp.org

For the Contractor:

Constantin GHERGHISAN

"Hiperteh" LLC, Director

Puskin 44, of. 18, Chisinau district, Republic of Moldova

Tel/fax: (+373 22) 240445,

GSM: (+373) 069270422

e-mail: hiperteh@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 9/2/2018

Stefan Liller

Deputy Resident Representative
UNDP Moldova

For "Hiperteh" LLC

Agreed and Accepted:

Signature *[Signature]*

Name Constantin Gherghisan

Title Director

Date 09.02.2018





Ref: ITB17/1642-Lot#1

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

Date: May 23, 2018

Reference is made to the contract for works dated February 9, 2018 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"HIPERTEH" LLC**, in order to perform **Construction works for social infrastructure projects: Site 1: "Interior repair works at the kindergarten #4", Taraclia city; Site 2: "Access paths and paving the courts of the kindergarten", Comrat city.**

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

- include additional works in the **Comrat City, in the amount of 15,629.97 USD**
- include additional works in the **Taraclia City, in the amount of 1,862.57 USD**

WHEREAS such Amendment will result in an increase of **17,492.54 USD** (seventeen thousand four hundred ninety-two dollars and 54 cents) making this amended Contract total **USD 79,655.40** (seventy-nine thousand six hundred fifty-five dollars and 40 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. Contract signed on February 9, 2018 and this amendment;
 - b. Annex I – The General Conditions of Contract for Civil Works;
 - c. Annex II – Schedule of Requirements and Technical Specifications dated November 29, 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 December 18, 2017, not attached hereto but known to and in the possession of both parties.
- e. the Contractor's Bill of Quantities for additional works;
- f. the letter confirming that Contractor will comply with the volume of work estimated in the BOQ published within ITB17/1642-Lot#1, Site 1: "Interior repair works at the kindergarten #4", Taraclia city; Site 2: "Access paths and paving the courts of the kindergarten", Comrat city, additional volume of Works for Comrat city, additional volume of Works in Taraclia city, according to the Hiperteh LLC financial proposal, Commitment letter from the Contractor regarding the (i) additional works/solutions in Comrat for further improvement of all access ways and open-air occupation places for children, which refer to additional pavement of about 654.0 m2 of territory of kindergarten #5; and (ii) additional works/solutions in Taraclia for further improvement of internal study conditions for children, which mainly refer to upgrading also heating system, enlarging sanitary rooms and improvement of electricity in the same two groups.

Clause 2.1 shall be changed to now read as follows:

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 **208 calendar days** by September 5, 2018, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

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 79,655.40** (seventy-nine thousand six hundred fifty-five dollars and 40 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)

Stefan Liller
Deputy Resident Representative

Date: 22/5/2018



For "Hiperteh" LLC:

By 
(signature)

Constantin Gherghisan,
Director



Date: 22/5/18

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria or. Taraclia)

Anexa nr. 1
la Regulamentul de recepție
a construcțiilor și instalațiilor
afereente

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**
Nr. din 24.05.2018

Privind lucrarea «*Lucrari de reparative capitala in 2 grupe la etajul 1, 2 si vopsirea partiala a fatadelor la gradinita de copii Nr.4 din or. Taraclia* »

Executată la obiectul «*Gradinita de copii Nr.4 din or. Taraclia* » în cadrul contractului nr.ITB 17/1642-Lot-1 din 09.02.2018 încheiat între *UNDP Moldova si Antreprenor „Hiperteh” SRL*, pentru lucrările de: *Lucrari de reparative capitala in 2 grupe la etajul 1, 2 si vopsirea partiala a fatadelor la gradinita de copii Nr.4 din or. Taraclia*

1. Lucrările au fost executate în lipsa autorizației de construire.
2. Comisia de recepție și-a desfășurat activitatea în intervalul 24.05.2018, fiind formată din:

Presedintele comisiei

Sergei Filipov – Primar or. Taraclia

Membrii Comisiei

Ecaterina Ceban – director interimar gradinita de copii nr.4
Tatiana Ostrioglu – contabil sef Primaria or. Taraclia
Valentina Nichiforova – specialist al Primariei
Stepan Berov - consilier
Andrei Tanov - responsabil tehnic
Ion Ceban - ing. Consultant UE SARD

3. Au mai participat la recepție :

Administratorul SRL "HIPERTEH" – Constantin Gherghisan
Diriginte de santier SRL "HIPERTEH" – Veaceslav Topal

4. *Constatările comisiei de recepție cu privire la terminarea lucrărilor « Lucrari de reparative capitala in 2 grupe la etajul 1, 2 si vopsirea partiala a fatadelor la gradinita de copii Nr.4 din or. Taraclia » 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 recepție, în urma constatărilor făcute, propune:
Organizarea procedurii de receptie a obiectului la terminarea lucraeilor
6. Comisia de recepție motivează propunerea făcută prin:
Finalizarea lucrarilor de constructie - montaj prevazute in contract.

7. Comisia de recepție recomandă următoarele:
Exploatarea obiectivului conform destinației

7¹. Descrierea obiectului recomandat spre recepție:
Obiectul cu numărul cadastral, adresa poștală;
următoarele construcții;

, destinația; publica, compus din
, suprafața la sol, suprafața totală, numărul de etaje,
conform certificatului despre rezultatele inspecției bunului imobil, anexat la prezentul proces-verbal.

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat
astăzi 24.05.18, la ora 12:00, în 6 exemplare.

Comisia de recepție:

Președintele comisiei:

Sergei Filipov



Membrii comisiei

Ecaterina Ceban

Tatiana Ostrioglu

Valentina Nichiforova

Stepan Berov

Andrei Tanov

Ion Ceban



Reprezentantii antreprenorului:

Constantin Gherghisan

Veaceslav Topal

10. Lucrarea: « *Lucrari de reparative capitale in 2 grupe la etajul 1, 2 si vopsirea partiala a fatadelor
la gradinita de copii Nr.4 din or. Taraclia* »

TRANSMISĂ:
EXECUTANTUL:
"HIPERTEH" SRL

05 / 2018



(semnătura)

PRIMITĂ:
BENEFICIAR

Primăria Or. Taraclia

2018



(semnătura)

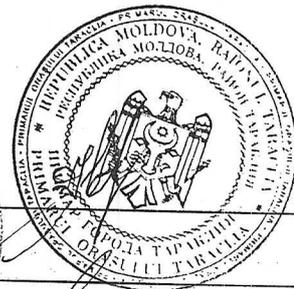
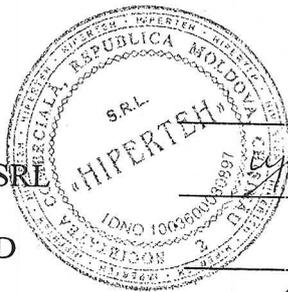
ANEXĂ nr.1
La procesul-verbal de receptie la terminarea
lucrarilor nr. din 24.05.20118

Lista pieselor din documentația scrisa si desenata a obiectului
care sunt lipsa sau incomplete.

Sergei Filipov – Primar or. Taraclia

Constantin Gherghisan HIPERTEH SRL

Ion Ceban ing. Consultant UE - SARD



ANEXĂ nr.2
La procesul-verbal de receptie la terminarea
lucrarilor nr. din 24.05.2018

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

Sergei Filipov – Primar or. Tarachi

Constantin Gherghisan HIPERTEH

Ion Ceban ing. Consultant UE - SARD



Lista lucrărilor cuprinse in Documentația Tehnică
la care nu s-a respectat prevederile proiectului.

1. ВОСТАНОВИТЬ КРЕПЛЕНИЕ ТРУБ СИСТЕМЫ ОТОПЛЕНИЯ
2. ПРОВЕСТИ ИСПЫТАНИЕ СИСТЕМЫ ОТОПЛЕНИЯ.
3. ПОЧИСТИТЬ КРАСКУ НА РЕШЕТКАХ ВЕНТИЛЯЦИИ
И ВЫКЛЮЧАТЕЛЯХ.
4. ЗАКРЕПИТЬ ПЕРЕХОДНЫЕ МУФТЫ СИСТЕМЫ
ВОДОСНАБЖЕНИЯ.
5. ИСПРАВИТЬ ШПАТЛЕВКУ И ПОКРАСКУ СТЕН КУХНИ
ГРУППЫ № 2.
6. УСТРАНИТЬ ТЕЧЬ КАНАЛИЗАЦИОННЫХ ПЕРЕХОДОВ.
7. ВЫПОЛНИТЬ ОБЛИЦОВКУ ПОРОГА ДВЕРИ АВАРИЙНОГО
ВЫХОДА со 2 го. ЭТАЖА.
8. УСТРАНИТЬ ТЕЧЬ НА ВХОДЕ В ПОДВАЛ.

Sergei Filipov – Primar or. Taraclia

Constantin Gherghisan HIPERTEH S.R.L

Ion Ceban ing. Consultant UE - SARD

