

Contract Agreement

WORK_RGS_2022 (Lot 3)

THIS AGREEMENT made on the 11th day of October 2023, between:

Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program (UCIMPRSVV – the PIU), having its legal address at: 162 Stefan cel Mare si Sfant str, Chisinau city, Republic of Moldova, MD-2004, tel: +373 260901; e-mail: office@winemoldova.md, hereinafter “the Employer”, on the one part,

and

Joint Venture (Contractor) between companies: **Consmodern SRL, Moldova** and **Valdcongrup SRL, Moldova**. Nominated Leader/Representative of JV is: Consmodern SRL having its address at: 62 Muncesti Av, Chishinau, Moldova, tel. +373 69137503, e-mail.: consmodern@yahoo.md, hereinafter “the Contractor”, on the other part:

WHEREAS the Employer desires that the Works under **Lot 3: Works for construction of a Laboratory for practical works consisting of a Horticulture products sorting and packaging lab and Agriculture equipment repqiring and maintenance lab for the Technical-Agriculture College from Svetlii, Moldova**

should be executed by the Contractor: **Joint Venture** between companies: **Consmodern SRL, Moldova** and **Valdcongrup SRL, Moldova**, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including appendix;
 - (f) the Specification
 - (g) the Drawings
 - (h) Activity Schedule(s); and
 - (i) any other document **listed in the PCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the

Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

This Contract Amount is: **16 503 898.88 MDL (sixteen million five hundred three thousand eight hundred ninety eight lei MD, 88 bani).**

The Employer shall perform the Payments, as follows:

- Advance payments (20 percent of Contract Price) shall be paid on request against a Bank guarantee and an Invoice;
- The remaining 80 percent of the Contract Price, shall be performed based on fiscal invoices/bills (facturi fiscale) issued by the Contractor, for each delivery of works, within 28 days from the day of works acceptance, executed/provided by the Contractor and confirmed by Acts on Delivery and acceptance of works performed, approved by the Employer and the final Beneficiary (Svetlii College).

5. Contract conditions (including warranty obligations) will end by: ~ August 31, 2025.

6. The Contractor: Joint Venture between companies: Consmodern SRL, Moldova and Valdcongrup SRL, Moldova nominates the company **Consmodern SRL** as **JV Leader/Representative**, who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during this contract execution. Both members of the Joint Venture will assume equal legal responsibility for the performance and execution of the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Republic of Moldova* on the day, month and year specified above.

For and on behalf of the Employer:

Signed: **Iurie BRUMAREL**

in the capacity of: *Executive Director of UCIMPRSVV*



signature



in the presence of: **Vitalie MANEA**, *delegated Contract Project Manager for the site, UCIMPRSVV*



signature

For and on behalf of the Contractor (Joint Venture members):

Signed **Serghei STRAISTA**

in the capacity of *General Director, Consmodern SRL, Moldova (JV Leader):*



signature



in the presence of: **Costel STRAISTA**
in the capacity of: *Supervisor*



signature

Coordinated with/by JV Member: **VALDCONGRUP SRL, Moldova:**
Signed: **Denis TURCAN**, in the capacity of *director*



signature

in the presence of:



signature



Contact/bank details of SIGNATORIES:

Contractor:	Employer:
<p>CONSMODERN SRL JV Leader/Representative</p> <p>Address: 62 Muncesti Av, Chishinau city, Moldova, tel. +373 69137503, e-mail.: consmodern@yahoo.md</p> <p>Fiscal code: 1003600037802</p> <p>Bank: Moldindconbank SA, fil. Burebista</p> <p>Bank address: Chishinau</p> <p>Bank code: MOLDMD2X328</p> <p>IBAN: MD16ML000000002251628254</p>  	<p>Unitatea Consolidata pentru Implementarea si Monitorizarea Programului de Restructurarea Sectorului Vitivinicol</p> <p>Address: 162 Stefan cel Mare av, Chishinau, Moldova</p> <p>Fiscal code: 1010601000302</p> <p>Bank: MF-TR Chishinau-Bugetul de Stat MF-Trezoreria de Stat TREZMD2X</p> <p>IBAN: MD97TRPIAA319290A16360AJ</p> 