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RMCO 84682

05. Octombrie



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO 70LC, dated 10.08.2020

FINANCED FROM THE EU GENERAL BUDGET

Between

General Police Inspectorate of the Republic of Moldova (GPI), Identification number: 101360101000495, Official address: 11/1, Tiraspol street MD-2012, Chisinau, Republic of Moldova, (**The Contracting Authority**), represented by **Sergiu PAIU**, Head of the GPI, Legal representative of RMCO Project, of the one part,
and

Caves Grup S.R.L., Identification number: 1014600004998, Official address: of.66, 22/8, Grigore Vieru street MD-2014, Chisinau, Republic of Moldova, (**The Contractor**), represented by **Victor TRIBOI**, Administrator, of the other part

Within the framework of **PROJECT "Regional cooperation for prevention and combating trans-border criminality in Romania and Moldova"**, Activity 7.2 "*Consolidation/refurbishment/extension of 10 police spaces from the eligible areas*", financed by the European Union through the **Joint Operational Programme Romania – Republic of Moldova 2014 – 2020**, according to the grant contract no. 84682/27.06.2019,

CONTRACT TITLE: Renovation of the existing administrative building for the location of the Police Sector no. 5 Cetireni, Ungheni.

Identification number RMCO 84682/27.06.2019 – THOR/4.3/1 – Activity 7.2- Consolidation/refurbishment/extension of 10 police spaces from the eligible areas.

Whereas the Contracting Authority would like that the Contractor to carry out the following works, according to the technical specifications and breakdowns related to the public procurement procedure no. **ocds-b3wdp1-MD-1584700528879**:

- Renovation of the existing administrative building for the location of the Police Sector no. 5 Cetireni, Ungheni,

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
 - (a) the Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the Bill of Quantities (after arithmetical corrections) and Detailed Breakdown of Prices and costs



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- (e) the Technical and /or Performance Specifications,
- (f) the Design Documentation (drawings),
- (g) the tender,
- (h) any other documents forming part of the Contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.
- (4) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
 - Contract price (excluding VAT/other taxes) **1 351 056,65 MDL**
 - VAT and other taxes – **0,00 MDL**

This contract is exempt from VAT payment according to GD no. 413 of 21.08.2019.

- (5) Other specific conditions applying to the Contract

In witness whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

Done in English in 3 originals, two originals for the Contracting Authority and one original for the Contractor.

Payment dates of the parties

For the Contractor	For the Contracting Authority
Fiscal code: 1014600004998	Fiscal code: 1013601000495
IBAN: MD90VI022242000000151	IBAN: MD019TAPBAA13MDOAA14201111 2020-10-22 024,08 2020-274.094,32 IBAN: MD044TAPBAA13MDOAA14201111 2020-882.054,59 2020-52.880,66
Bank Code: VICBMD2X463	Bank Code: TREZMD2X
Bank Name: BC "VictoriaBank" S.A	Bank Name: Ministry of Finance of The Republic of Moldova, Constantin Tanase, 7 Chisinau

For the Contractor

Name: Victor TRIBOI

Title: Administrator

Signature _____

Date: _____



For the Contracting Authority

Name: Sergiu PAIU

Title: Head of the GPI, Legal representative of RMCO Project

Signature _____

Date: _____



2020-0000013004



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SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Other Special Conditions should be indicated afterwards.

Article 2 Language of the Contract

2.1 The language used shall be English or Romanian.

Article 4 Communication

4.1 From the Contracting Authority:

Serghei Anastasov - technical responsible

General Police Inspectorate, 11, Tiraspol Str. MD-2012, Chisinau, Republic of Moldova,
tel.: +373 69 328 872, email: serghei.anastasov@igp.gov.md

4.2 From the Contractor:

Victor Triboi – administrator

of.66, 22/8, Grigore Vieru street MD-2014. Chisinau, Republic of Moldova,

tel.: +373 68 33 22 44, email: cavesgrup@gmail.com

Article 5 Supervisor and Supervisor's representative

5.1 The supervisor is appointed by the Contracting Authority.

5.2 The supervisor has the obligation to supervise and inspect the performance of the works and to respect the contractual conditions. The contractor must inform and coordinate with the Supervisor regarding the accomplishment of the works, the schedule of works, the fulfilment of the tasks according to the works plan, the origin and quality of the materials and equipment used, the qualification of the contracted personnel, any other attributions to ensure the compliance with the contractual conditions and the program for carrying out the works. The Supervisor may delegate certain functions to the Supervisor's representative. All actions taken by the Supervisor must be approved by the legal representative of the Contracting Authority.

5.3 For finding certain situations and facts, the arrangement of actions and the ordering of the execution activities of the works The supervisor has the ability to issue administrative orders and mandatory instructions for the Contractor.

5.4 The Supervisor and the Supervisor's representative have access to any construction site, warehouses of materials and equipment used for the purpose of this works contract

Article 8 Documents to be provided



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- 8.1 The Contracting Authority shall provide to the Contractor a copy of the technical project for the works execution and the construction authorization of the works in conformity with the present contract for starting the works.

Article 12 General Obligations

Article 12.9 stipulated in „General Conditions” is not applicable.

Article 15 Performance guarantee

- 15.1 The amount of the performance guarantee will be 5% of the amount of the Contract and any addenda thereto, in conformity with art.15 of the General Conditions.

Article 16 Liabilities and Insurance

- 16.2 a) By derogation from Article 16.2, a) first paragraph of the general conditions, for the period of implementation of tasks, the Contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Contracting Authority has given its express written consent on a specific insurance company.

Article 17 Programme of implementation of tasks

In case it will be necessary to introduce some changes in the schedule of works execution after signing the Contract, the Contractor will submit for approval to the Contracting Authority, in compliance with the requirements of art. 15 of the General Conditions, the execution schedule amended within 15 days from the date of signature contract by both parties. The Contracting Authority will decide on the approval within 15 days from the date of receipt of the amended schedule of execution

Article 19 Contractor's drawings and execution studies

- 19.1 Prior to the provisional receipt of the works, the Contractor shall hand over the operation and maintenance manuals together with the sketches, the execution schemes of the works which shall be sufficiently detailed to enable the Contracting Authority to operate, maintain, adjust and repair all parts of the works. All the technical documentation necessary for the reception and completed by the Contractor will be prepared according to the legislation of the Republic of Moldova

19.7 The manuals and technical drawings can be drawn up in Romanian language.

Article 20 Sufficiency of tender prices

no additional provisions

Article 21 Exceptional risks

- 21.4 Exceptional low atmospheric temperatures can affect the performance of the contract

Article 24 Interference with traffic

- 24.2 The construction works will be executed so that road traffic will not be disturbed.



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Article 27 Demolished materials

27.4 In conformity with article 27 of the General Conditions.

Article 29 Temporary works

29.2 The Contracting Authority is not responsible for any temporary works

Article 30 Soil studies

30.1 Is not the case (are provided by the beneficiary in the tender dossier).

Article 32 Patents and licenses

32.1 In conformity with Article 32 of the GC.

Article 34 Period of implementation of tasks

34.1 The period of implementation of tasks: is maximum **12 months**.

Article 36 Delays in the implementation of tasks

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10% of the contract price.

Article 39 Work register

39.1 The work register will be kept, completed in accordance with the requirements, norms and legislation of the Republic of Moldova.

Article 40 Origin and quality of works and materials

40.1 All goods purchased under the Contract must originate in any eligible source country as defined in the Joint Operational Programme Romania – Republic of Moldova 2014 – 2020 programme, financed by the European Union through ENI (European Neighborhood Instrument). However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Breakdown of the Lump-sum Price (Volume 4.2.3) is below 100.000 €.

A category of similar goods to be purchased shall not be broken down over more than 1 item of the Breakdown of the Lump-sum Price (Volume 4.2.3)

For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

When importing goods, any change in the specified origin must be pointed out to the project Supervisor and approved by him.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:

- The technical parameters stipulated in the execution project



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- The requirements of the Law of the Republic of Moldova no.721 from 02.02.96, regarding the quality in construction, the norms of the compartments A.02 "The quality system in constructions", A.03. The quality of the executed works must correspond to the requirements, A.02. "The quality system in constructions", A.08. "Execution and reception of constructions as well as according to the norms of execution and reception of the construction elements and works in force".
- 40.3 Replacing the products and procedures provided in the project with others that fulfil the conditions specified only on the basis of the solutions established by the designers with the Contract Authority's agreement. It is compulsory to verify the quality and the reception of the hidden works and / or in determining phases at the constructions and related installations provided in the execution project. The executor will establish and present to the working group the responsibility of all the participants in the execution process (liability factors, collaborators, subcontractors) in accordance with the own quality assurance system with the legal provisions.

The quality of the works and the goods will be ensured according to the provisions of art. 40 of the General Coordination for the Contracts of works financed by the European Community (vol. 2 section 2).

Article 41 Inspection and testing

The contractor shall ensure the access of the Supervisor to the site for inspection, examination and verification of the construction process.

For all materials, machinery and construction works, whose technical parameters differ or are not included in the execution project, the contractor will present the necessary laboratory samples and a necessary quantity of merchandise to assess the technical parameters at the request of the Contracting Authority.

For all the monolith concrete materials, mortar, reinforced concrete and for the layer of soil compacted by the foundation, will be presented the laboratory test certificates according to NCM F.01.03-2009, NCF.02.03-2005, NCM F.03.03-2004. Welding of metal elements shall be performed by certified workers confirmed through the competency certificate. All tests will be performed by the authorized and accredited laboratories, according to NCM A.03.06-96. The quality level will be ensuring in conformity with the essential requirements established in own quality system, realized by its own staff, with certified building site manager.

Article 43 Ownership of plant and materials

- 43.2 In conformity with Article 43 of the General Conditions.

Article 44: General principles for payments

44.1 Payments shall be made in MDL.

44.2 Not applicable

44.3 By derogation, pre-financing payment to the Contractor for the lump-sum advance shall be made within 30 days. Other payments to the Contractor shall be made within 30 days. The Interim payments to the Contractor of the amounts due shall be made in accordance with the submitted minutes, payment notes and Invoices approved by the Supervisor within 30 days, and the final payment to the Contractor of the amounts due shall be made in accordance with the reception report at the end of the works, issued by the Supervisor



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jointly with the Contracting Authority and signed by the Commission for the reception of the executed works within 90 days.

Article 46 Pre-financing

46.1 Pre-financing is not applicable

Article 47 Retention monies

47.1 The sum to be retained from interim payments to guarantee implementation of the Contractor's obligations during the defects liability period is **5%** of each installment. Payment of the amount withheld will be made at the same time as the final payment.

Article 48 Price revision

48.1 The prices contained in the Contractor's tender are fixed and not be revised.

Article 49 Measurement

49.1 The works will be checked and inspected by the Supervisor and approved by representative of the Contracting Authority.

(*) The method and conditions for measurement of the works are regulated by the normative-legislative framework of the Republic of Moldova.

Article 50 Interim payments

50.1 Interim payments will be made after the completion of each stage mentioned in the activities chart. Those will be paid within 30 days after receiving by the Contracting Authority of the minutes, request of payment, invoices and other supporting documents confirming the expenses and the works carried out, approved by the Supervisor. The Contractor must submit all documents not later than 5 working days after the signing of the minutes for the completion of the works. The payment request must be accompanied by a minutes, which will include the total amount of the works, the value of the executed works and the amount to be withheld. The final payment (20% of the contract value) will be paid within 90 days from the date of the presentation of the following documents: the payment request, the recalculation of the total value of the works in conformity with performed works and the reception report at the end of the works, issued by the Supervisor jointly with the Contracting Authority and signed by the Commission for the reception of the executed works. By final payment, the sum of all payments made under the contract, will not exceed the initial indicating amount.

Article 51 Final statement of account

51.1 The Contractor shall submit to the Supervisor a notification regarding the reception of the executed works, when it applies for the reception report at the end of the works. In order to enable the Supervisor to prepare the draft of the reception report at the end of the works, the Contractor shall submit all supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the Contractor considers to be due to it under the contract.

51.2 Within 30 days from issuing the final reception report, referred to in article 62, the Supervisor shall authorize the final payments note.

Article 60 Provisional acceptance



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60.1 In complement to article 60.1 of the General Conditions are the requirements of the legislation of the RM.

Article 61 Defects liability

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the Contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notify by the Supervisor or the Contracting Authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the General Conditions.

61.7 The warranty period - **5 years (60 months)**. The Contractor is responsible from the point of view of the execution works and will have to remove any defects that have appeared after the signing of the provisional acceptance report.

Article 68 Dispute settlement

68.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Republic of Moldova in accordance with the national legislation of the state of the Contracting Authority.

Article 72 Data Protection

Not applicable.

Article 73 Additional clauses

The contractor will send periodically to the Contracting Authority various proofs regarding the progress of the executed works by sending photo, video etc.

The Contractor shall ensure the installation of the visibility elements (banner and commemorative plaque) proposed by the Contracting Authority.

For the Contractor

Name: **Victor TRIBOI**

Title: Administrator

Signature:



For the Contracting Authority

Name: **Sergiu PAIU**

Title: Head of the GPI, Legal representative of RMCO Project

Signature:

