



CONTRACT FOR WORKS

Date: **25 August 2017**

Dear Sir/Madam,

Ref.: **ITB17/1531: SARD/Construction works for 9 social infrastructure projects (LOT - 3)**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**Prestigiu AZ**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "The repair of the village street Alecsandri", Tomai, UTA Gagauzia; Site 2: "Capital repair of a portion of the central road", Baurci, UTA Gagauzia** (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.

"Prestigiu-AZ" LLC

#1, Mesterul Manole Street, Chisinau mun.

MD-2036, 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 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\$ 287,272.00 USD (two hundred eighty-seven thousand two hundred seventy-two US dollars, 00 cents)**. (Total Site #1 (Tomai) 153 668,00 USD; Total Site #2 (Baurci) 133604,00 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 Payment of the final invoice in the amount of not less 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 **0.5%** 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.
- 4.4 The expression "Defects Liability Period" stipulated in the Clause 47.1 of the General Conditions of Contract shall mean the period of three (3) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate.

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 Moldova - Agroindbank, Branch No. 6

Bank Code: MD40AG000000022512217993

Account#: 22512217993

Contractor Fiscal Code: 1005600037219

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:

Sergiu CIOBANU, Director

#1, Mesterul Manole Street, Chisinau mun., Moldova

Tel: (+373 22) 009 500

GSM: (+373) 698 88 20 20

e-mail: prestigiuz@yahoo.com

- 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: Alexandru 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 "Prestigiu AZ" LLC

Agreed and Accepted:

Signature _____

Name **Sergiu CIOBANU**

Title **Director**

Date _____





Empowered lives.
Resilient nations.

Ref: **ItB17/01531-Lot#3**

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

Date: October 11., 2017

Reference is made to the contract for works dated June 7, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME** (UNDP), and the **"Prestigiu AZ" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia.**

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

- include additional works to the **Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia;**

WHEREAS such Amendment will result in an increase of **USD 26,044.00** (twenty-six thousand forty-four dollars and zero cents) making this amended Contract total **USD 313,316.00** (three hundred thirteen thousand three hundred sixteen dollars and zero 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 #3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia, Commitment letter from the Contractor regarding the capital repair of the

sidewalk to mayoralty of Ferapontievca, not attached hereto but in the possession of both parties, Financial proposal for the capital repair of the sidewalk to mayoralty of Ferapontievca in the amount of **USD 26,044** (twenty-six thousand forty-four dollars and zero cents)


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 **USD 313,316.00** (three hundred thirteen thousand three hundred sixteen dollars and zero 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: 10/10/2017



For "Prestigiu AZ" LLC:

By 
(signature)

Sergiu Ciobanu,
Director

Date: 11.10.2017







Ref: **ItB17/01531-Lot#3**

**AMENDMENT #2 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
"Prestigiu AZ" LLC**

Date: December ____, 2017

Reference is made to the contract for works dated June 7, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Prestigiu AZ" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia.**

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

- include additional works to the **Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia;**

WHEREAS such Amendment will result in an increase of **USD 29,011.00** (twenty-nine thousand eleven dollars and zero cents) making this amended Contract total **USD 342,327.00** (three hundred forty-two thousand three hundred twenty-seven dollars and zero 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 #3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia, Commitment letter from the Contractor regarding the capital repair of the

sidewalk to mayoralty of Ferapontievca, not attached hereto but in the possession of both parties, Financial proposal for the capital repair of the sidewalk to mayoralty of Ferapontievca in the amount of **USD 26,044**, Financial proposal for the street lighting of the main rehabilitated road and rehabilitation of sidewalk and landscaping to local hospital and mayoralty in the amount of **29,011.00 USD**.

Clause 2.1 "Obligations of the Contractor" 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 **150** calendar days, 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 **USD 342,327.00** (three hundred forty-two thousand three hundred twenty-seven dollars and zero 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: 8/12/2017



For "Prestigiu AZ" LLC:

By 
(signature)

Sergiu Ciobanu,
Director

Date: 8.12.2017





Ref: *ItB17/01531-Lot#3*

**AMENDMENT#3 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
"Prestigiu AZ" LLC**

Date: March ____, 2018

Reference is made to the contract for works dated August 25, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Prestigiu AZ" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 3, Site 1: „The repair of the village street Alecsandri“, in Tomai village, UTA Gagauzia; Site 2: „The capital repair of a portion of the central road“ in Baurci village, UTA Gagauzia.**

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

- include additional works to the **Site 2: „The capital repair of a portion of the central road“ in Baurci village, UTA Gagauzia, UTA Gagauzia**; (include in the contract the reconstruction of an additional road section, 350m length)

WHEREAS such Amendment will result in an increase of **USD 68,036.00** (sixty-eight thousand thirty-six dollars and zero cents) making this amended Contract total **USD 410,363.00** (four hundred ten thousand three hundred sixty-three dollars and zero cents);

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 #3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia, Commitment letter from the Contractor regarding the capital repair of the sidewalk to mayoralty of Ferapontievca, not attached hereto but in the possession of both parties, Financial proposal for the capital repair of the sidewalk to mayoralty of Ferapontievca in the amount of **USD 26,044**, Financial proposal for the street lighting of the main rehabilitated road and rehabilitation of sidewalk and landscaping to local hospital and mayoralty in Tomai village for the amount of **29,011.00 USD**, Financial proposal for the additional works in Baurci village for reconstruction of an additional road section of 350m length for the amount of **68,036.00 USD**.

Clause 2.1 “Obligations of the Contractor” 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 **240** calendar days, 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 410,363.00** (four hundred ten thousand three hundred sixty-three dollars and zero 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:

14/3/2018



For “Prestigiu AZ” LLC

By



(signature)

Sergiu Ciobanu
Director

Date:

14.03.2018