



CONTRACT FOR WORKS

Date: 6th June 2017

Dear Sir/Madam,

Ref.: ITB17/01485: Preparation works for the Construction of the Border Crossing Point Palanca located in Stefan Voda district, including: Demolition and territory arrangements, grading and leveling works

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "Prestigiu AZ " SRL, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Preparation works for the Construction of the Border Crossing Point Palanca located in Stefan Voda district that include: Demolition and territory arrangements, grading and leveling works** (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 30 March 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 25 April 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

Siret village, Straseni district,

- 3.8 Payment of the final invoice in the amount of not less than 5% (five) the total estimated price of the contract shall be effected by UNDP after issuance of the Certificate of Substantial 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 "Construction of the Jointly Operated Border Crossing Point Palanca" 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 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.
- 4.2 The Performance Guarantee referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **10% (ten percent)** of the total estimated price of 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, branch nr. 6 ,

Bank Code: AGRNMD

IBAN#: MD40AG000000022512217993

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:

Nelli CUTURUBENCO

Palanca Project Officer, UNDP Moldova

#121, 21 August 1989 Street, MD 2012 Chisinau, Moldova



Ref: *Palanca Project* / 00090325

**AMENDMENT#1 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
PRESTIGIU-AZ SRL**

Date: 18 July 2017

Reference is made to the contract for works dated 28/04/2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Prestigiu AZ" SRL**, in order to perform **Preparation works for the Construction of the Border Crossing Point Palanca located in Stefan Voda district that include: Demolition and territory arrangements, grading and leveling works** (according to Annex II BOQ), and 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" SRL and UNDP now wish to amend said Contract in order to:

- include additional civil/road works to the project site as *"Road works, estimations No.1-2"*;

WHEREAS such Amendment will result in an increase by **US\$ 17,340.00 (seventeen thousand three hundred forty US Dollars 00 cents)** thus, the final value of the contract is **US\$ 242,634.00 (two hundred forty-two thousand six hundred thirty-four US Dollars 00 cents)**, following the breakdown below:

- the value of additional civil/road works to the project site *"Construction of the temporary BCP Palanca"* is equal with US\$ 17,340.00 (seventeen thousand three hundred forty US Dollars 00 cents);

NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended to read as follows:

Sections 1 and 3 of the Contract shall be changed to now read as follows:

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

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) the total estimated price of the contract shall be effected by UNDP after issuance of the Certificate of Substantial 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 "Construction of the Jointly Operated Border Crossing Point Palanca" 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.

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: 20/7/2017

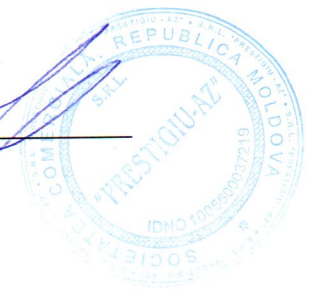
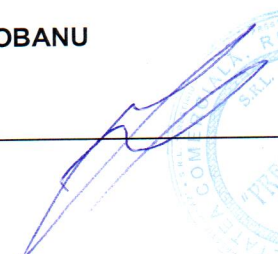


For the Contractor:

By 26.07.17
(signature)

Sergiu CIOBANU
Director

Date: _____





Empowered lives.
Resilient nations.

Ref: *Palanca Project / 00090325*

**AMENDMENT#2 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
PRESTIGIU-AZ SRL**

Date: 13 September 2017

Reference is made to the contract for works dated 28/04/2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Prestigiu AZ" SRL**, in order to perform **Preparation works for the Construction of the Border Crossing Point Palanca located in Stefan Voda district that include: Demolition and territory arrangements, grading and leveling works** (according to Annex II BOQ), and 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" SRL and UNDP now wish to amend said Contract in order to:

- include additional civil/road works to the project site as *"Territory arrangement (additional works) based on the technical solution agreed by the Design Office- IGC Construct and UNDP Engineer"*;
- extend the contract duration till 09 October 2017, due to the additional works required.

WHEREAS such Amendment will result in an increase by **US\$ 84,833.00 (Eighty-four thousand eight hundred thirty-three US Dollars 00 cents)** thus, the final value of the contract is **US\$ 327,467.00 (Three hundred twenty-seven thousand four hundred sixty-seven US Dollars 00 cents)**, following the breakdown below:

- the value of additional civil/road works to the project site "Construction of the temporary BCP Palanca" is equal with US\$ 84,833.00 (Eighty-four thousand eight hundred thirty-three US Dollars 00 cents);

NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended to read as follows:

Sections 1,2 and 3 of the Contract shall be changed to now read as follows:

1. Contract Documents

[Handwritten signature]

- 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 30 days; and a final invoice within 30 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 5% (five) the total estimated price of the contract shall be effected by UNDP after issuance of the Certificate of Substantial 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 "Construction of the Jointly Operated Border Crossing Point Palanca" 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.

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)

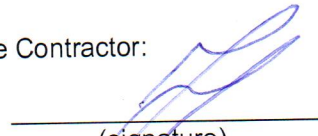
Stefan LILLER
Deputy Resident Representative

Date: 13/9/2017



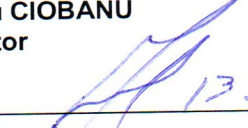
For the Contractor:

By


(signature)

Sergiu CIOBANU
Director

Date:


13.09.17

Antreprenor "Prestigiu-Az" SRL
(denumirea)

Investitor PNUD Moldova
(denumirea)

Obiect **Constructia punctului de trecere
a frontierei de stat operat in
comun "Palanca" pe teritoriul
R.Moldova**

Valoarea lucrarilor executate

28 404 \$ (Dolari SUA)

Proces - verbal Nr.1

de receptie a lucrarilor executate
pe Septembrie an 2017

Nr crt.	Simbol norme	Denumire lucrari	U.M.	Cantitate	Pret inclusiv salariu (Dol/U.M.)	Valoare inclusiv salariu (col.5xcol.6) (Dol/U.M.)
1	2	3	4	5	6	7
		1. Executarea ingradirii teritoriului				
1	CO06B3	Imprejmuiri din panouri de gard din tabla profilata 0.4 mm grosime, cu inaltimea profilului de 8 mm, pe stilpi metalici D40x2.5mm, montati la 2m distanza interax, fixati in beton turnat pe santier	m	370,000	12,605	4 664,009
		Total capitol:				4 664,009
		2. Demontarea constructiei tip Kislovodsk				
2	CB14C	Schela metalica tubulara pentru lucrari de finisaje la tavane la inaltimi pina la 7 m, cu imobilizarea schelei timp de 15 zile (120 ore)	m2	46,000	1,861	85,621
3	RpC142B	Demontarea elementelor de acoperis - invelitori din tabla, asbociment, PVC, carton, pinza, stuf, etc, inclusiv tunsul tablei recuperabile	m2	552,900	1,744	964,522
4	RpCP44A	Demontarea constructiilor metalice cu recuperarea materialelor	kg	21 000,000	0,066	1 381,261
		Total capitol:				

1	2	3	4	5	6	7
		3. Demontarea closeturi (1 buc)				
5	pret furnizor	Asanarea haznalei closetelor	buc	1,000	11,411	11,411
6	TsC03F1	Sapatura mecanica cu excavatorul de 0,40-0,70 mc, cu motor cu ardere interna si comanda hidraulica, in pamint cu umiditate naturala, descarcare in autovehicule teren catg. II	100 m3	1,170	25,669	30,033
7	TsI50A4	Transportarea pamintului cu autobasculanta la distanta de 4 km	t	192,500	0,661	127,198
8	TsC51A	Lucrari la descarcarea pamintului in depozit, teren categoria I	100 m3	1,170	3,479	4,070
9	RCsG52A	Demolare cladiri cu zidarii din blocuri de calcar (cotelet), fundatii, planseu din beton armat	m3	270,000	3,904	1 054,202
		Total capitul:				
						1 226,914
		4. Alte demolari				
10	RCsG52A	Demolare cladiri cu zidarii din blocuri de calcar (cotelet), fundatii, planseu din beton armat	m3	971,000	3,904	3 791,220
11	RpCI42B	Demontarea elementelor de acoperis - invelitori din tabla, asbociment, PVC, carton, pinza, stuf, etc, inclusiv tunsul tablei recuperabile	m2	398,200	1,744	694,653
12	RpCO56C	Demontari: captuseli din lemn, asbociment,tabla,profile PVC	m2	185,000	0,601	111,259
13	TsC03F1	Sapatura mecanica cu excavatorul de 0,40-0,70 mc, cu motor cu ardere interna si comanda hidraulica, in pamint cu umiditate naturala, descarcare in autovehicule teren catg. II	100 m3	0,160	25,675	4,108
14	TsI50A4	Transportarea pamintului cu autobasculanta la distanta de 4 km	t	26,400	0,661	17,442
15	TsC51A	Lucrari la descarcarea pamintului in depozit, teren categoria I	100 m3	0,160	3,469	0,555
16	RpCB18G	Demolarea betoanelor vechi cu mijloace mecanice, beton armat	m3	315,000	14,650	4 614,706
17	RpCB18F	Demolarea betoanelor vechi cu mijloace mecanice, beton	m3	105,000	9,397	986,712

1	2	3	4	5	6	7
18	RpCK42A	Desfacerea pardoselilor reci din beton sau mortar de ciment	m2	125,000	0,770	96,301
19	TrB22D1D1	Transportul materialelor cu macaraua pe pneuri, de 10 tf, amplasata in pozitie fixa, greutatea materialelor peste 1,5 t si inaltimea de ridicare fiind de 0-6 m (Gherete 7 buc)	t	9,500	0,390	3,705
20	TsI51C10 K=2.33	Transportarea pamintului cu autobasculanta de 10 t la distanta de: 30 km (70 km Palanca-Causeni)	t	9,500	3,525	33,491
21	TsC03E1	Sapatura mecanica cu excavatorul de 0,40-0,70 mc, cu motor cu ardere interna si comanda hidraulica, in pamint cu umiditate naturala, descarcare in autovehicule teren catg. I	100 m3	5,360	22,251	119,266
22	TsI50A4	Transportarea pamintului cu autobasculanta la distanta de 4 km	t	1 179,100	0,661	779,134
23	TsC51A	Lucrari la descarcarea pamintului in depozit, teren categoria I	100 m3	5,360	3,484	18,675
		Total capitul:				
						11 271,227
		5. Demontarea liniilor aeriene (LEA-0.4 kV) existente (04/2015-0-REAE.1)				
24	33-04-041-1	Demontarea bransamentelor LEA 0,38 kV la cladiri cu 1 conductor in bransament	buc	12,000	1,685	20,223
25	RpEP21A	Demontarea punctului de alimentare	buc	1,000	43,301	43,301
26	RpEP11A	Demontarea contorului in punct de alimentare	buc	1,000	0,962	0,962
27	33-04-042-4	Demontarea stilpilor LEA 0,38-10 kV cu adaosuri: cu un singur picior	buc	9,000	5,846	52,613
28	33-04-042-5	Demontarea stilpilor LEA 0,38-10 kV cu adaosuri: cu un singur picior cu proptea	buc	1,000	17,378	17,378
29	33-04-008-3 f	Suspendarea cu ajutorul mecanismelor a conductorilor izolati LEA 0,38 kV	l km	0,750	78,541	58,906
30	RpEQ07A	Accesul	h-om	1,000	2,406	2,406
31	08-01-025-1 F	Substatia de transformatiori completa, tensiune pina la 10 kV, cu transformator, putere pina la 400 kV A	buc	1,000	97,331	97,331
32	RpEE24C	Demontarea aparatelor electrice pentru curent tari : tripolare (intreruptoare pirghie) de 25-100-200 A sau	buc	1,000	1,395	1,395



1	2	3	4	5	6	7
		scara, automate de protectie de 25-350 A, contactoare tripolare automate cu contacte in aer sau in ulei de 25-63-100-200 A				
33	RpEO10A	Demontarea suportului cu un brat (corp de iluminat cu bec incandescent)	buc	5,000	0,962	4,811
34	TrB22D1D1	Transportul materialelor cu macaraua pe pneuri, de 10 tf, amplasata in pozitie fixa, greutatea materialelor peste 1,5 t si inaltimea de ridicare fiind de 0-6 m	t	58,340	0,390	22,755
35	RpEN01A	Incarcarea si descarcarea pilonilor cu L pina la 13 m	buc	17,000	3,584	60,934
36	TsI51C10 K=2.33	Transportarea pamintului cu autobasculanta de 10 t la distanta de: 30 km (70 km Palanca-Causeni)	t	58,340	3,526	205,680
		Total capitul:				
						588,695

Total proces-verbal:

	Cheltuieli directe	\$	20 182
	Asigurarea sociala si medicala	27,50 %	3 724
	Transportarea materialelor	7,00 %	247
	Total	100,00 +	24 153
	Cheltuieli de regie	12,00 %	2 898
	Total	100,00 +	27 051
	Beneficiu de deviz	5,00 %	1 353
	TOTAL:		28 404

INTOCMIT:

APROBAT:

Antreprenor general, (Subantreprenor)

Investitor

(funcția, semnătura, numele, prenumele)

L.S.



(denumirea)

(funcția, semnătura, numele, prenumele)

L.S.



*Verifications and works had been verified and certified
CUTURUBENCO Nelli on Project 6.11.17*

