



CONTRACT FOR WORKS

Date: 25 August 2022

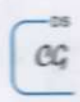
Dear Sir/Madam,

Ref.: **00106290/ EU4MOLDOVA: Focal Regions**
ITB22-02455: EU4MD/Construction works for the Agri-food regional market "With love for Colibași"

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **Eusevas Cons SRL**, duly incorporated under the Laws of Moldova (hereinafter referred to as the "Contractor") in order to perform construction works for the Agri-food regional market "With love for Colibași" (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 – the Contractor's Price Schedules and Bills of Quantities submitted by the Contractor as part of their Bid dated 27 May 2022, including technical bid not attached hereto but known to and in the possession of both parties.
 - d) Technical drawing for the site, not attached hereto but known to and in the possession of both parties:
Project documentation no. 03/2021-1 "Agri-food regional market "With love from Colibași"
- 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.



Eusevas Cons SRL

Juridical Address R. Moldova, mun.Chisinau str.Alba Iulia 202.of.60

Physical Address: R. Moldova, mun.Chisinau str-la Florariei 1, of.25

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within **15 calendar days** from the date on which he shall have been given access to the Site and received the notice to commence from UNDP, and shall perform and substantially complete the Works by **31 March 2023**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to UNDP the Programme of Work referred to in Clause 13 of the General Conditions by **5 September 2022**.
- 2.3 This Contract will come into effect on the day of signature by both parties and shall expire on **31 March 2024**.
- 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 up to **380,905 USD (three hundred eighty thousand, nine hundred five US Dollars)**.
- 3.2 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.
- 3.3 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.
- 3.4 The Contractor shall submit an invoice for advance payment in an amount of **US\$ 29,000 [twenty-nine thousand US Dollars]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every 20-40 days and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.
- 3.5 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 15 days of their receipt.

3.6 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.

3.7 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

3.8 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "EU4Moldova: Focal regions" and implemented by UNDP and UNICEF.

4. Special conditions

4.1 The amounts of the payments referred to under section 3.4 above shall be subject to a deduction of **8% [eight percent]** of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the Performance guarantee referred to in 4.2 below.

4.2 The **Performance GUARANTEE** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **USD 38,090.50 [10% of the total contract value] within a maximum of fifteen (15) days of the contract signature by both parties.** The receipt of the Performance GUARANTEE by UNDP shall be a condition for rendering the contract effective.

4.3 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.

4.4 According to Clause 45 of the General Conditions, the liquidated damages for delay are the following: In case the works are not completed within 6 months, **2.5%** of the total contract amount will be deducted out of the final invoice for each week of delay. Max. number of weeks of delay 4. Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.

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 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: Moldindconbank SA

Account#: MD19ML000000002251049207

Contractor Fiscal Code: 1006600015070

All payments shall be made by UNDP in **Moldovan Leu (MDL)** at the UN Operational Rate of Exchange (www.un.org/Depts/treasury/) on the day of payment.

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

Alexandru PELIVAN, EU4MD Programme Manager, UNDP Moldova
#131, 31 August 1989 Street, MD 2012 Chisinau, Moldova
e-mail: alexandru.pelivan@undp.org

For the Contractor:

Name, Function: Eugeniu Botezatu, Director
Juridical Address R. Moldova, mun.Chisinau str.Alba Iulia 202.of.60
Physical Address: R. Moldova, mun.Chisinau str-la Florariei 1, of.25
Tel: 37322 101111
GSM: 373 69771100
e-mail: eusevas@mail.ru

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

Vitalie VIERU, EU4MD Project Officer/ Infrastructure
#104 Sciusev Street, Chisinau, Moldova
GSM: +373 799 98802
e-mail: vitalie.vieru@undp.org



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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,

DocuSigned by:

Andrea Cuzyova

30A862C5300B4B4...

Andrea CUZYOVA

Deputy Resident Representative
UNDP Moldova

For EUSEVAS CONS SRL

Agreed and Accepted:

DocuSigned by:

Eugeniu Botezatu

A26EB27854DC41E...

Signature

Name Eugeniu Botezatu

Title Director

Date 23-avr-2022



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INVESTITOR

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

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

Nr. 05-Cahul din 04 ieulie 2023

privind lucrarea **ITB22/02455 Construction works for the Agri-food regional market "With love for Colibași"** executată la obiectul **Piata agro – alimentară regională** în cadrul contractului **nr. 00106290/EU4MOLDOVA:Focal regions** din 25 august 2022 încheiat între PNUD Moldova și "EUSEVAS CONS" SRL pentru lucrările de construcție.

1. Lucrările au fost executate în baza autorizației **nr. 19**, eliberată de **Primăria satului Colibași** la **14 septembrie 2022**, cu valabilitate pînă la **14 septembrie 2023**.
2. Comisia de recepție și-a desfășurat activitatea în intervalul **14-00 - 16-00 la 04 iulie 2023**, fiind formată din:
 - Ion DOLGANIUC, primarul s. Colibași, președintele comisiei
 - Ina DRAGOMIR, contabil-șef al primăriei s. Colibași, membru al comisiei
 - Vasile NIȚĂ, viceprimar al primăriei s. Colibași, membru al comisiei
 - Vitalie VIERU, Programul UE4Moldova, inginer infrastructură comunitară, membru al comisiei
 - Vasilie MARTINCOVSCHII, Programul UE4Moldova, inginer/consultant local, membru al comisiei
 - Sergiu PLEȘCA, Programul UE4Moldova, ofițer proiect/îmbunătățirea serviciilor publice, membru al comisiei
 - Dumitru CREȚU, primaria s. Colibași, responsabil tehnic, membru al comisiei
 - Ana CONONCIUC, primaria s. Colibași, consilier local, membru al comisiei
 - Elisei GORLENCU, primaria s. Colibași, consilier local, membru al comisiei
 - Constantin COJAN, primaria s. Colibași, consilier local, membru al comisiei
 - Alexandr ZEABCHIN, inginer, membru al comisiei
3. Au mai participat la recepție:
 - Eugeniu BOTEZATU, director "EUSEVAS CONS" SRL, antreprenorul lucrării
 - Iurie CONDREA, director "IGC Construct" SRL, proiectantul lucrării
4. Constatările comisiei de recepție:
 - 1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete piesele cuprinse în lista-anexă nr. 1;
 - 2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate;
 - 3) în lucrările, cuprinse în lista-anexă nr.3, nu s-au respectat prevederile proiectului.
5. Comisia de recepție, în urma constatărilor făcute, propune:
A înainta spre recepție la terminarea lucrărilor obiectul "Piata agro – alimentară regională "Cu drag din Colibași" efectuat în cadrul contractului 00106290/EU4MOLDOVA:Focal regions ITB22/02455 Construction works for the Agri-food regional market "With love for Colibași"
6. Comisia de recepție motivează propunerea făcută prin:
Examinarea la obiect a calității și complexității lucrărilor efectuate, examinarea documentației tehnice de execuție.
7. Comisia de recepție recomandă următoarele:
A recepționa la terminarea lucrărilor obiectul "Piata agro-alimentară regională "Cu drag din Colibași" și a exploata obiectul conform destinației

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral **9416108005**, adresa poștală **satul Colibași, raionul Cahul**, destinația **comerț**, compus din următoarele construcții _____, 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 1(una) file și 3(trei) anexe numerotate, cu un total de 4 (patru) file, a fost încheiat astăzi 04 iulie 2023 la 16-00 în 5 (cinci) exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică:

Comisia de recepție:
Ion DOLGANIUC,



primarul s. Colibași, președintele comisiei

Ina DRAGOMIR,

contabil-șef al primăriei s. Colibași, membru al comisiei

Vasile NIȚĂ,

viceprimar al primăriei s. Colibași, membru al comisiei

Vitalie VIERU,
comunitară, membru al comisiei

Programul UE4Moldova, inginer infrastructură

Vasilie MARTINCOVSCHII,
al comisiei

Programul UE4Moldova, inginer/consultant local, membru

Sergiu PLEȘCA,
serviciilor publice, membru al comisiei

Programul UE4Moldova, ofițer proiect/îmbunătățirea

Dumitru CREȚU,
comisiei

primaria s. Colibași, responsabil tehnic, membru al

Ana CONONCIUC,

primaria s. Colibași, consilier local, membru al comisiei

Elisei GORLENCU,

primaria s. Colibași, consilier local, membru al comisiei

Constantin COJAN,

primaria s. Colibași, consilier local, membru al comisiei

Alexandr ZEABCHIN,

inginer, membru al comisiei

10. Lucrarea "ITB22/02455 Construction works for the Agri-food regional market "With love for Colibași" este:

Transmisă:

Executantul: "EUSEVAS CONS" SRL

" " 2023

Director Eugeniu BOTEZATU



Primită:

Investitorul/Beneficiarul:

" " 2023

Primăria s. Colibași

Primar Ion DOLGANIUC



Inginer Program UE4Moldova:Regiuni-cheie

Vitalie VIERU

Siery



Ref. No. 2024-06-05.01 /EU4MD Focal Regions/

04 June 2024

Subject: Confirmation of Service Letter

Dear Madame/Sir,

This is to confirm that the **EUSEVAS CONS SRL**, has executed during August 2022 – March 2024 a Contract No. **ITB22/02455: EU4MD/Construction works for the Agri-food regional market "With love for Colibasi" in Cahul rayon** and during November 2023 – April 2024 a Contract No. **ITB23/02680: EU4MD/Construction of Zirnesti Hall from metal elements** within the Programme **EU4Moldova: Focal regions**, implemented by UNDP Moldova.

It is worth mentioning that the **EUSEVAS CONS SRL** has fulfilled all its obligations, as stipulated in the respective contracts signed with UNDP and carried out all the planned activities.

Best regards,


Cristina Gnaciuc
Head of Procurement Unit

