

Contract Agreement

WORK_UNGHENI_2023

THIS AGREEMENT made on the 15th day of April 2024, between

Consolidated Unit for Implementing and Monitoring the Wine Sector Restructuring Program (UCIMPRSVV – the PIU), hereinafter “the Employer”, of the one part,
and

Consmodern SRL, hereinafter “the Contractor”, of the other part:

WHEREAS the Employer desires that the Works known as
Works on capital renovation of the Repair and Maintenance of Horticultural equipment Laboratory, the corridor and the sanitary block of Agro-Industrial College from Ungheni
should be executed by the Contractor, 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 n/a (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including appendix;
 - (f) the Specification
 - (g) the Drawings
 - (h) Activity Schedule(s)/Bills of Quantities; 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 and 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 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: **3.494.286,74 MDL** [three million, four hundred ninety four thousand, two hundred eighty six lei MD, 74 bani].

The Employer shall perform the Payments, as follows:

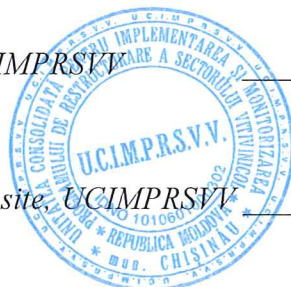
- Advance payments (20 percent of Contract Price), shall be paid on request, against a Bank guarantee and an Invoice;
- The remaining 80 percent of the Contract Price, shall be performed based on fiscal invoices/bills (facturi fiscale) issued by the Contractor, for each delivery of works, within 28 days 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.

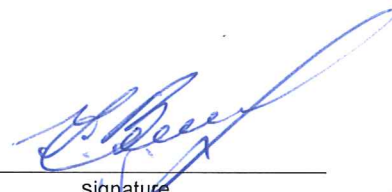
5. This contract works duration is up to 12 months since Letter of Acceptance. Contract validity: **May 31, 2026** (including 12 months warranty obligations after completion of works), with possibility of extension upon written consent of the Employer and the Contractor.

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*



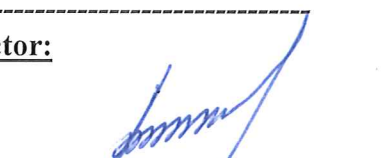

signature

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


signature

For and on behalf of the Contractor:

Signed: **Serghei STRAISTA**,
in the capacity of: *General Director of ConsmoModern SRL*


signature

in the presence of: **Costel STRAISTA**,
supervisor ConsmoModern SRL


signature

Contact/bank details of SIGNATORIES:

Contractor:	Employer:
CONSMODERN SRL	“Unitatea Consolidata pentru Implementarea si Monitorizarea Programului de Restructurare a Sectorului Vitivinicol”
Adress: 62, Muncesti Av, Chishinau city	Legal address: 162 Stefan cel Mare si Sfânt avenue, Chishinau city, Republic of Moldova
IDNO: 1003600037802	IDNO: 1010601000302
IBAN (MDL): MD16ML000000002251628254	IBAN: MD82TRPIAA311120A16360AB
Bank: BC Moldindconbank SA, fil. Burebista, Chishinau	Bank: MF-TR Chishinau-Bugetul de Stat
Bank code: MOLD2X328	MF-Trezoreria de Stat
Phone: +37369137503, +373 69807373	Bank code: TREZMD2X
Email: consmoModern@yahoo.com	

