



CONTRACT FOR WORKS

Date: 08 April 2022

Dear Sir/Madam,

Ref.: **00106290/ EU4MOLDOVA: Focal Regions**
RFQ22/02428: Re-advertisement: EU4MD/ Reconstruction-assembly and modernization works on the ground floor of Ungheni City Hall for the One Stop Shop

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **AEDIFICATOR SRL**, duly incorporated under the Laws of Moldova (hereinafter referred to as the "Contractor") in order to perform reconstruction-assembly and modernization works on the ground floor of Ungheni City Hall for the One Stop Shop (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 *26 February 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.
- 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.

AEDIFICATOR SRL

Juridical Address R. Moldova, 33, G. Adam street, Ungheni

- 3.6 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.
- 3.7 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 **Performance GUARANTEE** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **USD 10,637.66 [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.
- 4.2 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.
- 4.3 According to Clause 45 of the General Conditions, the liquidated damages for delay are the following: In case the works are not completed within 4 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: OTP Bank S.A.

Bank Code: MOBBMD22

Account#: MD21MO2224ASV54831517100

Contractor Fiscal Code: 1011609003775

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:

Vasile Cozari, Executive Director,
248B, Stefan cel Mare street, Ungheni, Moldova, 079423063
e-mail: vasile.cozari@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

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 AEDIFICATOR SRL

Agreed and Accepted:

Signature _____

Ana Cozari _____

Director _____

Date _____

DS
CQ



CONTRACT FOR WORKS

Date: 08 April 2022

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RfQ22/02428: Re-advertisement: EU4MD/ Reconstruction-assembly and modernization works on the ground floor of Ungheni City Hall for the One Stop Shop

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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;
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- 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.

AEDIFICATOR SRL

Juridical Address R. Moldova, 33, G. Adam street, Ungheni

Physical Address: R. Moldova, 248B, Stefan cel Mare street, Ungheni

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 **8 August 2022**, 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 **15 April 2022**.
- 2.3 This Contract will come into effect on the day of signature by both parties and shall expire on **8 August 2023**.
- 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 **106,376.56 USD (one hundred six thousand three hundred seventy-six US Dollars and 56 cents)**.
- 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 7 below.
- 3.4 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.
- 3.5 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.

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

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- 4.1 The **Performance GUARANTEE** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **USD 10,637.66 [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.
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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:

Vasile Cozari, Executive Director,
248B, Stefan cel Mare street, Ungheni, Moldova, 079423063
e-mail: vasile.cozari@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

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

30A862C530054B4

Andrea CUZYOVA

Deputy Resident Representative
UNDP Moldova

For AEDIFICATOR SRL

Agreed and Accepted:

Signature

Ana Cozari

Director

Date

2022.04.08.



INVESTITOR: EU4MOLDOVA – regiuni cheie
BENEFICIAR: Primăria mun. Ungheni

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

PROCES-VERBAL DE RECEPȚIE LA TERMINAREA LUCRĂRILOR

Nr. 05 din 23.08.2022

privind **"Reconstrucția, replanificarea, modernizarea spațiului de la parterul sediului Primăriei mun. Ungheni, necesar p/u amenajarea serviciului public de deservire a populației, crearea "Ghișeului Unic"** executată în cadrul contractului nr. 00106290 din 08.04.22, încheiat între Programul EU4Moldova – regiuni cheie finanțat de UE și implementat de PNUD Moldova și UNICEF Moldova și SRL "Aedificator" pentru lucrările de amenajare reconstrucția spațiului de la parterul Primăriei mun. Ungheni pentru crearea Ghișeului Unic.

1. Lucrările au fost executate în baza autorizației de construire nr. 19 din 19.04.2022;
2. Comisia de recepție la terminarea lucrărilor și-a desfășurat activitatea în intervalul 22-23 august 2022, fiind formată din:

Președinte:

- Ion Galușcă, viceprimarul municipiului Ungheni

Membri:

- Vitalie Vieru – inginer infrastructură comunitară Programul EU4Moldova: regiuni-cheie
- Eugenia Lebeda - inginer consultant local Programul EU4Moldova: regiuni-cheie
- Liliana Tincu - coordonator local Programul EU4Moldova: regiuni – cheie
- Anastasia Litviniuc – specialist construcții Primăria mun. Ungheni
- Tatiana Pavliuc – contabil - șef Primăria mun. Ungheni
- Ghenadie Moroi – responsabil tehnic domeniul construcții civile, industriale și agrozootehnice

3. Au mai participat la recepție:

<u>Coras Vasile</u> (numele, prenumele)	<u>SRL Aedificator, Director executiv</u> (calitatea)
<u>Coras Tudor</u> (numele, prenumele)	<u>Diriginte de șantier</u> (calitatea)

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:

- Organizarea procedurii de recepție a obiectului la terminarea lucrărilor conform scrisorii prezentate de către SRL "Aedificator".

6. Comisia de recepție motivează propunerea făcută prin:

- Executarea volumului de lucrări prezentat în caietul de sarcini.

7. Comisia de recepție recomandă următoarele:
- Organizarea procedurii de recepție la terminarea lucrărilor.

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral 9201106.060.01, adresa poștală 3600, destinația – clădire administrativă, compus din următoarele construcții _____, suprafața la sol _____, suprafața totală _____, numărul de etaje _____, conform certificatului despre rezultatele inspecției bunului imobil, anexat la prezentul proces-verbal (nu este necesar).

8. Prezentul proces-verbal, conținând 3 file și 3 anexe numerotate, cu un total de 6 file, a fost încheiat astăzi 23.08.2022 în 5 exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică:

Comisia de recepție :

Președinte:

- Ion Galușcă

Membri :

- Vitalie Vieru

- Eugenia Lebeda

- Liliana Tincu

- Anastasia Litviniuc

- Tatiana Pavliuc

- Ghenadie Moroi

Invitați:

Căzari Voșile

10. Lucrarea "Reconstrucția, replanificarea, modernizarea spațiului de la parterul sediului Primăriei mun. Ungheni, necesar p/u amenajarea serviciului public de deservire a populației, crearea "Ghișeului Unic" este :

TRANSMISĂ:

EXECUTANTUL:



2022

(semnătura)

PRIMITĂ:

INVESTITORUL:

" " 2022

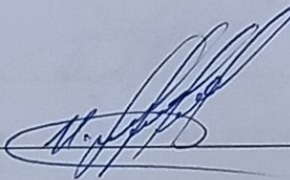
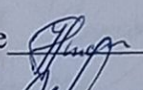
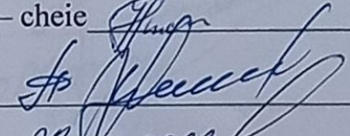
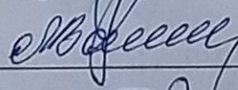
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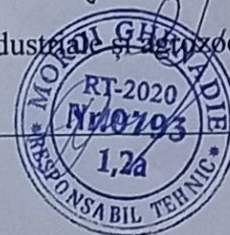
(semnătura)

Vieru

Lista pieselor din documentația scrisă și desenată a obiectului
care sunt lipsă sau incomplete.

[Large handwritten signature]

- **Ion Galușcă**, viceprimarul municipiului Ungheni 
- **Vitalie Vieru**, inginer infrastructură comunitară Programul EU4Moldova: regiuni-cheie VIERU
- **Eugenia Lebeda**, inginer consultant local Programul EU4Moldova: regiuni-cheie LEBEDA
- **Liliana Tincu**, coordonator local Programul EU4Moldova: regiuni – cheie 
- **Anastasia Litviniuc**, specialist construcții Primăria mun. Ungheni 
- **Tatiana Pavliuc**, contabil - șef Primăria mun. Ungheni 
- **Ghenadie Moroi**, responsabil tehnic domeniul construcții civile, industriale și agrozootehnice



Lista lucrărilor cuprinse în Documentația Tehnică
ce n-au fost executate.

1. Montarea sistemului de fațadă ventilată la intrarea în Pîmîrie;
2. Montarea sistemului de ușă rotativă tip corousel;
3. Montarea Ușii de evacuare din aluminiu cu bară antipanică;
4. Montarea vitrinelor din aluminiu și sticlă, grosime pachet de geam cel puțin 24 mm.

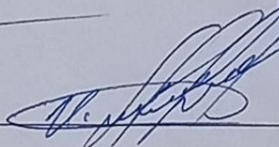
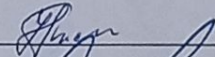
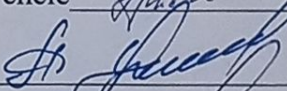
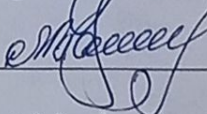
Termen de realizare: 30 septembrie 2022.

- Ion Galușcă, viceprimarul municipiului Ungheni
- Vitalie Vieru, inginer infrastructură comunitară Programul EU4Moldova: regiuni-cheie
- Eugenia Lebeda, inginer consultant local Programul EU4Moldova: regiuni-cheie
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la care nu s-a respectat prevederile proiectului.



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