



Empowered lives.
Resilient nations.

CONTRACT FOR WORKS

Date: **November 21, 2017**

Dear Sir/Madam,

Ref.: **ITB17/1595: SARD/Construction works for 7 social infrastructure projects (LOT #1)**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**MONCOMTEX**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Rehabilitation of regional sports hall in the village of Musaitu", Musaitu village, Taraclia district; Site 2: "Partial rehabilitation of the building of the kindergarten", Albota de Sus village, Taraclia district** (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

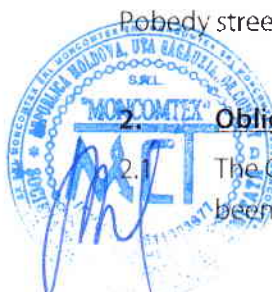
- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise 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 September 13, 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 October 16, 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.

"MONCOMTEX" LLC

Pobedy street 26, Comrat city, 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



T.P.

Substantially complete the Works in not more than **180 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 **27/11/2017**.
- 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\$ 143,293.51 (one hundred forty-three thousand two hundred ninety-three dollars, 51 cents)**. (Total Site #1 (Musaitu) - 53 477,54 USD; Total Site #2 (Albota de Sus) - 89 815,97 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 Final 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) and not more 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.

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 "Moncomtex" LLC

Agreed and Accepted:

Signature

Name

Mavrodi Oleg

Title

Director

Date

22.11.2017



PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR
Nr *01* din 24.05. 2018

Privind lucrarea: *Reparatia capitală a cladirii salii sportive din s. Musaitu rn. Taraclia* executată la obiectul: *Sala sportiva a gimnaziului din s. Musaitu rn. Taraclia*, în cadrul contractului nr. ITB17 /1595 din 21.11.2017 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de; *Reparatia capitală a cladirii salii sportivea gimnaziului din s. Musaitu rn. Taraclia*

1. Lucrările au fost executate în baza autorizației nr.09, din 04.12.2017 eliberată de Primaria s.Musaitu cu valabilitate pînă la 04.12.2018;
2. Comisia de recepție și-a desfășurat activitatea în intervalul 24.05. 2018, fiind formată din:

Președintele comisiei:

Primar s. Musaitu – Raisa Tasnicenco

Membrii comisiei:

Consilier - Ion Sevcenco
Consilier - Anatolii Calcev
Responsabil tehnic - Andrei Tanov
Inginer consultant - Ion Ceban
UE - SARD

3. *Au mai participat la recepție :*

Administrator SRL Moncomtex - Mavrodi Oleg
Diriginte de santier SRL Moncomtex - Topal Veaceslav

4. *Constatările comisiei de recepție cu privire la terminarea lucrărilor: Reparatia capitală a cladirii salii sportive din s. Musaitu rn. Taraclia sunt cuprinse în anexele nr.1, 2, 3, la acest process verbal;*

Anexa1: piesele din documentația scrisă și desenată, prezentată, care au lipsit și/sau sînt incomplete;

Anexa 2: lucrările din caietul de sarcini care nu au fost executate (în caz că sunt așa lucrări);

Anexa 3: lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

5. Comisia de recepție, în urma constatărilor făcute, propune:

Organizarea procedurii de recepție a obiectului la terminarea lucraeilor

6. Comisia de recepție motivează propunerea făcută prin:

Finalizarea lucrarilor de constructie - montaj prevazute in contract

7. Comisia de recepție recomandă următoarele:

Exploatarea obiectivului conform destinatiei

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral _____, adresa poștală; s. Musaitu rn. Taraclia, destinația _____, compus din următoarele construcții _____, suprafața la sol _____, suprafața totală, _____, numărul de etaje 1, conform certificatului despre rezultatele inspecției bunului imobil, anexat la prezentul proces-verbal.

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 24.05. 2018 la ora 10:00 în 6 exemplare.

Comisia de recepție:

Președintele comisiei:
Raisa Tasmicenco

Membrii comisiei

Ion Sevcenco

Anatolii Calcev

Andrei Tanov

Ion Ceban

Reprezentant antreprenor
Mavrodi Oleg
Topal Veaceslav

9. Concluzia Inspecției de Stat în Construcții:

Lucrarea _____

" _____ " 2018

L.Ș. _____

(semnătura)

(funcția, numele, prenumele)

10. Lucrarea: *Reparatia capitală a clădirii salii sportive din s. Musaitu rn. Taraclia:*

TRANSMISĂ:
EXECUTANTUL
SRL „Moncomtex”

" _____ " 2018

L.Ș. _____

(semnătura)

PRIMITĂ:
BENEFICIAR
Primaria Musaitu

" _____ " 2018

L.Ș. _____

(semnătura)

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

Raisa Tasmenco

Primarul s. Musaitu

Mavrodi Oleg

Administrator SRL Moncontext

Ion Ceban

Inginer Consultant UE SARD



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

[A large, stylized handwritten signature in blue ink, resembling a large 'R' or 'S', is written across the middle of the page.]

Raisa Iasnicenco	Primarul s. Musaitu
Mavrodin Oleg	Administrator SRL Moncontext
Ion Ceban	Inginer Consultant UE SARD





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Resilient nations.

CONTRACT FOR WORKS

Date: **May 4, 2018**

Contract Ref.: **ITB18/1694**

Dear Sir/Madam,

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **"MONCOMTEX" LLC**, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Construction Works for "Cleaning a segment of the riverbed of the River Cahul alongside Vulcănești town"** (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 15 February 2018, 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 07 March 2018, 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.

"MONCOMTEX" LLC

Pobedy street 26, Comrat city, Republic of Moldova,

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 by **October 15, 2018**, 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 within 5 (five) days from the date on which he shall have been given access to the Site.
- 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 **131,905.05 USD (one hundred thirty-one thousand nine hundred five dollars and 05 cents)**.
- 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 Final 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.

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,

2/5 /20


Stefan Liller

Deputy Resident Representative

UNDP Moldova



For "Moncomtex" LLC

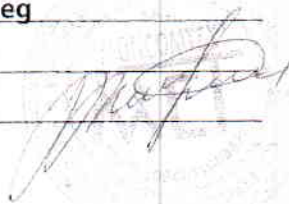
Agreed and Accepted:

Signature _____

Name **Mavrodi Oleg**

Title Director

Date _____





Ref: ITB17/1694

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

Date: October 8, 2018

Reference is made to the contract for works dated May 4, 2018 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"MONCOMTEX" LLC**, in order to perform **Construction works for social infrastructure project "Cleaning a segment of the riverbed of the River Cahul alongside Vulcănești town"**

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

- include additional works for land arrangement, pavement of footpaths and landscaping along the river bank in the center of the town **in the amount of 24,813.64 USD**

WHEREAS such Amendment will result in an increase of **USD 24,813.64** (twenty-four thousand eight hundred thirteen dollars and 64 cents) making this amended Contract total **USD 156,718.69** (one hundred fifty-six thousand seven hundred eighteen dollars and 69 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 ITB18/1694, "**Cleaning a segment of the riverbed of the River Cahul alongside Vulcănești town**", according to the Moncomtex LLC financial proposal and Commitment letter no. 10 dated September 13, 2018 regarding the additional volumes of Works: land arrangement, pavement of footpaths and landscaping along the river bank.

Clause 2.1 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 by **November 14, 2018**, 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 156,718.69** (one hundred fifty-six thousand seven hundred eighteen dollars and 69 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)

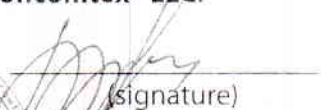
Stefan Liller
Deputy Resident Representative

Date:

8/10/2018

For "Moncomtex" LLC:

By



(signature)

Mavrodi Oleg,
Director

Date:

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Vulcanesti)

Anexanr. 2
la Regulamentul de recepție
a construcțiilor și instalațiilor
afereente

**PROCES-VERBAL
DE RECEPȚIE FINALĂ**
Nr 2 Din 02.11.2018

Privind lucrarea: *Curatarea albiei raului Cahul pe o portiune de 2.9 km dea - lungul orasului Vulcanesti, UTAG*

executată la obiectul: *Raul Cahul or. Vulcanesti UTAG*, în cadrul contractului nr. ITB18 /1694 din 02.05.2018 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de; *Curatarea albiei raului Cahul pe o portiune de 2.9 km dea - lungul orasului Vulcanesti, UTAG*

1. Lucrările au fost executate în baza autorizației nr.04, din 04.05.2018 eliberată de Primaria or. Vulcanesti cu valabilitate până la 04.05.2019;

2. Comisia de recepție și-a desfășurat activitatea în intervalul 2018, fiind formată din:

Președintele comisiei:

Primar or. Vulcanesti – Victor Petrioglu

Membrii comisiei:

Vice primar or. Vulcanesti – Mihail Ivancioglu

Specialist în constructive – Elena Stratila

Responsabil tehnic – Veaceslav Topal

Inginer consultant – Ion Ceban

UE - SARD

3. Au mai participat la recepție:

Administrator SRL Moncomtex – Oleg Mavrodi

Diriginte de santier SRL Universal Instal – Vasilii Bubnov

Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în cartea tehnică a construcției, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei – anexă nr.1;
- 2) lucrările au fost complet terminate la data de 21.09.18;
- 3) observațiile comisiei de recepție finală sunt prezentate în lista-anexă nr. 2;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sunt în posesia utilizatorului;
- 6) construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 05.09. 2018 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;
- 7) valoarea obiectului este de 156 718.69 \$

4. În baza constatărilor făcute, comisia de recepție finală propune:

Recepția finală a obiectului

5. Comisia de recepție finală motivează propunerea făcută prin:
Comportarea satisfăcătoare a obiectivului în perioada de garanție
6. Comisia de recepție finală recomandă următoarele:
Exploatarea obiectului conform destinației
7. Prezentul proces-verbal, conținând 2 file și 2 anexe numerotate, cu un total de 4 file, a fost încheiat astăzi 2018 în 6 exemplare.

Comisia de recepție:

Președintele comisiei:

Victor Petrioglu

Membrii comisiei

Mihail Ivancioglu

Elena Stratila

Veaceslav Topal

Ion Ceban

Reprezentant antreprenor;

Mavrodi Oleg

Vasilii Bubnov

8. Concluzia Agentii pentru Supraveghere Tehnica:

" " 2018

L.Ș.

(semnătura)

(funcția, numele, prenumele)

Lista lucrărilor pe specialități ce au fost executate și recepționate pe parcursul construcției.

1. Curățarea albiei raului Cahul și amenajarea taluzurilor pe o porțiune de 2.9 km.
2. Amenajarea trotuarelor din pavele vibro presate cu grosimea de 4 cm pentru o suprafață de 944.61m².

Costul lucrărilor executate este de 156 718.69 \$

Victor Petrioglu

Mavrodi Oleg

Ion Ceban



Primar or. Vulcanesti

Administrator SRL Moncontext

Inginer Consultant UE SARD

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Albota de Sus)

Anexanr. 2
la Regulamentul de recepție
a construcțiilor și instalațiilor
afereente

**PROCES-VERBAL
DE RECEPȚIE FINALĂ**
Nr 2 Din 19.10 2018

Privind lucrarea: *Reparatia partiala a cladirii gradinitei de copii din s. Albota de Sus rn. Taraclia* executată la obiectul: *Gradinita de copii din s. Albota de Sus rn. Taraclia*, în cadrul contractului nr. ITB17 /1595 din 21.11.2017 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de; *Reparatia partiala a cladirii gradinitei de copii din s. Albota de Sus rn. Taraclia*

1. Lucrările au fost executate în baza autorizației nr.204, din 05.12.2017 eliberată de Primaria s.Albota de Sus cu valabilitate până la 05.12.2018;

2. Comisia de recepție și-a desfășurat activitatea în intervalul 2018, fiind formată din:

Președintele comisiei:

Primar s. Albota de Sus – Dmitrii Bocicovar

Membrii comisiei:

Seful Direcției de Construcții - Alexandru Tatarescu

Dir.intermar gradinita copii - Ludmila Cervencova

Contabil materiale - Elena Scalenciuc

Consilier - Vasilii Cocev

Educatoare gradinita copii - Anastasia Cara

Responsabil tehnic - Veaceslav Topal

Inginer consultant - Ion Ceban

UE SARD

3. *Au mai participat la recepție :*

Administrator SRL Moncomtex - Oleg Mavrodi

Diriginte de santier SRL Moncomtex - Anatolii Pucal

Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în cartea tehnică a construcției, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei – anexă nr.1;
- 2) lucrările au fost complet terminate la data de 21.05.18;
- 3) observațiile comisiei de recepție finală sunt prezentate în lista-anexă nr. 2;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sunt în posesia utilizatorului;
- 6) construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 05.06. 2018 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;
- 7) valoarea obiectului este de 89 815.97 \$

4. În baza constatărilor făcute, comisia de recepție finală propune:
Recepția finală a obiectului
5. Comisia de recepție finală motivează propunerea făcută prin:
Comportarea satisfăcătoare a obiectivului în perioada de garanție
6. Comisia de recepție finală recomandă următoarele:
Exploatarea obiectului conform destinației
7. Prezentul proces-verbal, continind 2 file si 2anexe numerotate, cu un total de 4 file, a fost incheiat astazi 2018 in 6 exemplare.

Comisia de recepție:

Președintele comisiei:

Dmitrii Bocicovarov



Membrii comisiei

Alexandru Tatarescu

[Signature]

Ludmila Cervencova

[Signature]

Elena Scalenciuc

[Signature]

Vasilii Cocev

[Signature]

Anastasia Cara

[Signature]

Veaceslav Topal



Ion Ceban

[Signature]

Reprezentant antreprenor:

Mavrodi Oleg



Anatolii Pucal

[Signature]

9. Concluzia Agentii pentru Supraveghere Tehnica:

Spre recepție finală

" 19 " 10 2018

L.S.

(semnătura)



DST 844 P. Topal

(funcția, numele, prenumele)

Lista lucrărilor pe specialități ce au fost executate și recepționate pe parcursul construcției.

1. Reparația capitală a acoperisului, termoizolarea fațadei, schimbarea tamplariei exterioare uși și ferestre.

Costul lucrărilor executate este de 89 815.97 \$

Dmitrii Bocicov

Mavrodi Oleg

Ion Ceban

Primarul s. Albota de Sus

Administrator SRL Moncontext

Inginer Consultant UE SARD



Anexa nr.2
la procesul-verbal de recepție finală
Nr 2 din 19.10.2018

Observațiile Comisiei de recepție finală.

Dmitrii Bocicovar

Primarul s. Albota de Sus

Mavrodi Oleg

Administrator SRL Moncontex

Ion Ceban

Inginer Consultant UE SARD





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1178352 Cas
CONTRACT FOR WORKS

Date: **February** _____, 2018

Contract Ref.: **ITB17/1642-Lot#2**

Dear Sir/Madam,

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **"MONCOMTEX" LLC**, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Street lighting system optimization", Aluatu village, Taraclia district; Site 2: "Street lighting system optimization", Dezghingea village, GATU** (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 November 29, 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 December 18, 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.

"MONCOMTEX" LLC

Pobedy street 26, Comrat city, 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 **180 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 within **10 (ten) days**.
- 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\$ 69 314,84 (sixty-nine thousand three hundred fourteen dollars and 84 cents)**. (Total Site #1 (Aluatu) – 13 566,06 USD; Total Site #2 (Dezghingea) – 55 748,72 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 Final 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) and not more 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.

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,

[Handwritten signature] 21/2/2018

Stefan Liller

Deputy Resident Representative

UNDP Moldova

For "Moncomtex" LLC

Agreed and Accepted:

Signature

Name **Mavrodi Oleg**

Title Director

Date

[Handwritten signature]
09.02.2018





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758634 lei

Ref: ITB17/1642-Lot#2

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

Date: April 20, 2018

Reference is made to the contract for works dated February 9, 2018 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"MONCOMTEX" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 2, Site 1: "Street lighting system optimization", Aluatu village, Taraclia district; Site 2: "Street lighting system optimization", Dezghingea village, GATU.**

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

- include additional works in the **Aluatu village, in the amount of 16,640.82 USD**
- include additional works in the **Dezghingea village, in the amount of 27,984.70 USD**

WHEREAS such Amendment will result in an increase of **USD 44,625.52** (forty-four thousand six hundred twenty-five dollars and 52 cents) making this amended Contract total **USD 113,940.36** (one hundred thirteen thousand nine hundred forty dollars and 36 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 ITB17/1642, Lot #2, Site 1: "Street lighting system optimization", Aluatu village, Taraclia district; Site 2: "Street lighting system optimization", Dezghingea village, GATU, additional volume of Works for Aluatu village, additional volume of Works in Dezghingea village, according to the Moncomtex LLC financial proposal and Commitment letter regarding the (i) additional volumes



of Works: 3.9 km of new cable and 50 street LED lamps in Aluatu; and (ii) 10.0 km of new cable, 112 street LED laps and 3 transformer units in Dezghinja.

Clause 2.1. shall be changed to now read as follows:

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 **210 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 113,940.36** (one hundred thirteen thousand nine hundred forty dollars and 36 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)

Dafina Gercheva
UN Resident Coordinator
UNDP Resident Representative in Moldova

Date:

19.04.18



For "Moncomtex" LLC:

By


(signature)

Mavrodj Oleg
Director

Date:

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Dezghingea)

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

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**
Nr. din 04.07.2018

Privind lucrarea: *Optimizarea sistemului de iluminare stradala in s. Dezghingea, UTAG*, în cadrul contractului nr. ITB17 /1642 din 09.02.2018 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de: *Modernizare a iluminatului stradal in s. Dezghingea, UTAG*

1. Lucrările au fost executate în baza autorizației nr. 13 din 21.02.2018 eliberată de Primaria s. Dezghingea cu valabilitate pînă la 21.02.2020;
2. Comisia de recepție și-a desfășurat activitatea în intervalul 04.07.2018, fiind formată din:

Președintele comisiei:

Primar s. Dezghingea - Piotr Tomaila

Membrii comisiei:

Contabil sef	- Oliga Kirioglo
Presedintele consiliului	- Ivan Topal
Inginer cadastral	- Afanasii Tomaila
Electrician	- Ivan Chireacov
Responsabil tehnic	- Veaceslav Topal
Inginer consultant	- Ion Ceban
UE - SARD	

3. *Au mai participat la recepție :*

Administrator SRL Moncomtex	- Mavrodi Oleg
Diriginte de santier SRL Moncomtex	- Velicev Ivan

4. *Constatările comisiei de recepție cu privire la terminarea lucrărilor: Optimizarea sistemului de iluminare stradala in s. Dezghingea, UTAG, sunt cuprinse în anexele nr.1, 2, 3, la acest process verbal;*

Anexa1: piesele din documentația scrisă și desenată, prezentată, care au lipsit și/sau sînt incomplete;

Anexa 2: lucrările din caietul de sarcini care nu au fost executate (în caz că sunt așa lucrări);

Anexa 3: lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

5. Comisia de recepție, în urma constatărilor făcute, propune:

Organizarea procedurii de recepție a obiectului la terminarea lucraeilor

6. Comisia de recepție motivează propunerea făcută prin:

Finalizarea lucrarilor de constructie - montaj prevazute in contract

7. Comisia de recepție recomandă următoarele:
Exploatarea obiectivului conform destinației

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 04.07.2018 la ora 08-30 în 6 exemplare.

Comisia de recepție:

Președintele comisiei:

Piotr Tomaila

Membrii comisiei

Olga Kirioglo

Ivan Topal

Afanasii Tomaila

Ivan Chireacov

Veaceslav Topal

Ion Ceban

Reprezentant antreprenor;

Mavrodi Oleg

Velicev Ivan



3. Au mai participat la recepție :

10. Lucrarea: *Optimizarea sistemului de iluminare stradala in s. Dezghinea, UTAG:*

TRANSMISĂ:
EXECUTANTUL:
SRL Moncomtex

PRIMITĂ:
BENEFECIAR
Primaria Dezghinea



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

Piotr Tomaila

Mavrodi Oleg

Ceban Ion



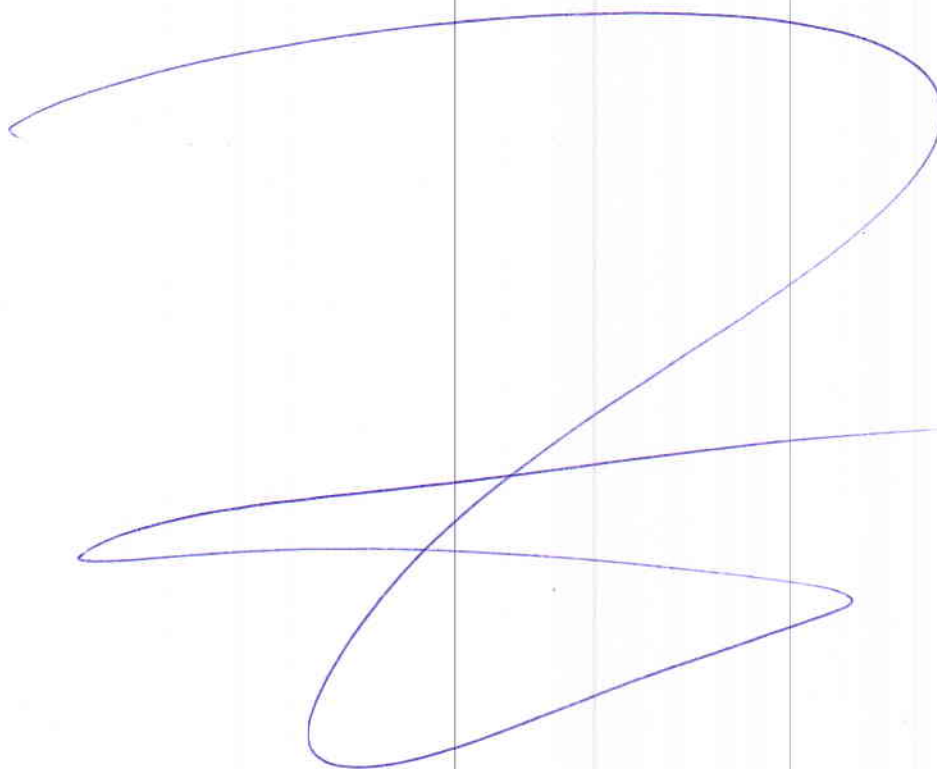
Primar S. C. E. A. D. Z. G. H. I. N. G. E. A.

Administrator SRL Moncomtex

Inginer Consultant UE SARD



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



Piotr Tomaila

Mavrodi Oleg

Ceban Ion

Primar s. Dezginișea

Administrator SRL Moncomtex

Inginer Consultant UE SARD



- ① ТП- 489 - узея узея, автомат сабдваст, земини.
уа Бугуна 1 свт. не горит
- ② ТП- 143 - узея узея, автомат сабдваст
уа Бугуна не горит.
- ③ ТП- 539 - Автомат 8 ТП- сабдваст
- ④ ТП- 136 - 1 свт. узея узея, автомат сабдваст не горит
- ⑤ ТП- 544 - уа. ф. Ингелсо 1 св. не горит
- ⑥ ТП- 142 - не сабдваст
- ⑦ ТП- 442 - не сабдваст.
- ⑧ Провести с соответствием тепловую зону монтажа и системы
связи (задание и количество осветителей.)
- ⑨ Провести инструктаж обслуживающему лицу.
- ⑩ Сертификат качества проставить.

Ceban Ion

Inginer Consultant UE SARD



INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria s. Aluatu)

Anexa
la Regulamentul de recepție
a construcțiilor și instalațiilor
afereente

**PROCES-VERBAL
DE RECEPȚIE FINALĂ**
Nr 02 Din 10.10 2018

Privind lucrarea: *Optimizarea sistemului de iluminare stradala în s. Aluatu rn. Taraclia*, în cadrul contractului nr. ITB17 /1642 din 09.02.2018 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de: *Modernizare a iluminatului stradal în s. Aluatu rn. Taraclia*

1. Lucrările au fost executate în baza autorizației nr. 01 din 15.02.2018 eliberată de Primaria s. Aluatu cu valabilitate până la 21.02.2019;
2. Comisia de recepție și-a desfășurat activitatea în intervalul 10.10 .2018, fiind formată din:

Președintele comisiei:

Primar s. Aluatu - Anatolie Bobici

Membrii comisiei:

Consilier	- Nicolai Samurov
Consilier	- Piotr Hinev
Inginer cadastral	- Cricina Moroz
Responsabil tehnic	- Veaceslav Topal
Inginer consultant	- Ion Ceban
UE - SARD	

3. Au mai participat la recepție :

Administrator SRL Moncomtex	- Mavrodi Oleg
Diriginte de santier SRL Moncomtex	- Velicev Ivan

Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în cartea tehnică a construcției, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei – anexă nr.1;
- 2) lucrările au fost complet terminate la data de 12.06.18;
- 3) observațiile comisiei de recepție finală sunt prezentate în lista-anexă nr. 2;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sunt în posesia utilizatorului;
- 6) construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 12.06.18 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;
- 7) valoarea obiectului este de 30 206.88 \$

4. În baza constatărilor făcute, comisia de recepție finală propune:
Organizarea procedurii de recepție finală a obiectului
5. Comisia de recepție finală motivează propunerea făcută prin:
Comportarea satisfăcătoare a obiectivului în perioada de garanție
6. Comisia de recepție finală recomandă următoarele:
Exploatarea și întreținerea obiectivului conform destinației
7. Prezentul proces-verbal, conținând 2 fișe și 2 anexe numerotate, cu un total de 4 fișe, a fost încheiat astăzi 2018 în 5 exemplare.

Comisia de recepție:

Președintele comisiei: _____

Anatolie Bobici

Membrii comisiei;

Nicolai Samurov

Piotr Hinev

Cristina Moroz

Veaceslav Topal

Ion Ceban

Reprezentanții antreprenorului:

Mavrodi Oleg

Velicev Ivan



[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



Lista lucrărilor pe specialități ce au fost executate și recepționate pe parcursul construcției;

1. Montarea cablului de tip СИП – 7627.0 m;
2. Montarea a 2 noduri de evidență a energiei electrice complet echipate;
3. Montarea a 90 corpuri de iluminat stradal energo - eficiente de tip LED

Costul lucrărilor executate este de 30 206.88 \$

Primar s. Aluatu Anatolie Bobici

Administrator SRL Moncomtex Mavrodi Oleg

Ion Ceban ing. Consultant UE - SARD



Anexa nr.2
la procesul-verbal de recepție finală
Nr 02 din 10.10. 2018

Observațiile Comisiei de recepție finală.

Primar s. Aluatu Anatolie Bobici

Administrator SRL Moncomtex Mavrodi Oleg

Ion Ceban ing. Consultant UE - SARD

