



Empowered lives.
Resilient nations.

CONTRACT FOR WORKS

Date: **March** __, 2018

Dear Sir/Madam,

Ref.: **ITB17/1663-LOT-3**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **"Prestigiu AZ" 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 a segment of the village central road", Cioc-Maidan village, UTA Gagauzia; Site 2: "Construction of the sidewalk on the central street, Il st.", Ferapontievca, UTA Gagauzia** (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. Schedule of Requirements and Technical Specifications dated 27 December 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
 - d. the Contractor's Offer including the Price Schedule, Minutes of Negotiations and revised Bills of Quantities submitted by the Contractor as part of its Bid dated March 7, 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.

"Prestigiu-AZ" LLC

#1, Mesterul Manole Street, Chisinau mun.


MD-2036, Republic of Moldova

1.2

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 **120 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 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 **312,169.57 USD (three hundred twelve thousand one hundred sixty-nine dollars 57 cents)**. (Total Site #1 (Cioc-Maidan) 260,828.00 USD; Total Site #2 (Ferafontievca) 51,341.57 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 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 **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.
- 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 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.
- 4.2 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **0.25%** of the price of the Contract per day of delay, up to a maximum of 30 days, after which UNDP may terminate the contract.
- 4.3 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 Moldova - Agroindbank, Branch No. 6

Bank Code: MD40AG000000022512217993

Account#: 22512217993

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:

Anatolie TERZI

SARD Project Manager, UNDP Moldova

#131, 31 August 1989 Street, MD 2012 Chisinau, Moldova


Tel: (+373 22) 839 932

e-mail: anatolii.terzi@undp.org

For the Contractor:

Sergiu CIOBANU, Director

#1, Mesterul Manole Street, Chisinau mun., Moldova



Tel: (+373 22) 009 500
GSM: (+373) 698 88 20 20
e-mail: prestigiuz@yahoo.com

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: Alexandrul 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

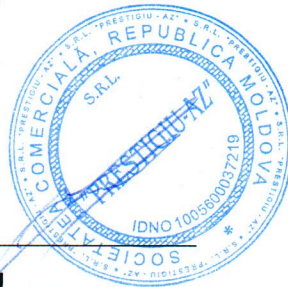
Deputy Resident Representative
UNDP Moldova



For "Prestigiu AZ" LLC

Agreed and Accepted:

Signature _____
Name **Sergiu CIOBANU**
Title Director
Date _____



Goe Maidan

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Cioc Maidan)

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

PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR
Nr din 2018

Privind lucrarea: *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan rn.Comrat, UTAG*
executată la obiectul: *Drumul central satul Cioc Maidan UTAG*, în cadrul contractului nr. ITB17 /1663 din 15.03.2017 încheiat între *UNDP Moldova si Antreprenor SRL „Universal Instal”*, pentru lucrările de; *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan rn.Comrat, UTAG*

1. Lucrările au fost executate în baza autorizației nr.17 din 19.03.2018 eliberată de Primaria s. Cioc Maidan cu valabilitate până la 19.03.2020;

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

Președintele comisiei:

Primar s. Cioc Maidan – Ghiorghii Karboba

Membrii comisiei:

Speci.principal Directia

Constructii UTAG – Vitalii Pania

Consilier - Ghiorghii Ganeli

Consilier - Elena Acbas

Responsabil tehnic – Veaceslav Topal

Inginer consultant - Ion Ceban

UE - SARD

3. *Au mai participat la recepție:*

Administrator SRL Prestigiu AZ - Sergiu Ciobanu

Diriginte de santier SRL Prestigiu AZ - Ion Streletchii

4. *Constatările comisiei de recepție cu privire la terminarea lucrărilor: Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan rn.Comrat, 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 receptie 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

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 2018 la ora 13:00 în 6 exemplare.

Comisia de recepție:

Președintele comisiei: _____
Ghiorgii Karboba _____

Membrii comisiei

Vitalii Pania _____
Ghiorgii Ganeli _____
Elena Acbas _____
Veaceslav Topal _____
Ion Ceban _____

Reprezentant antreprenor:

Sergiu Ciobanu _____
Ion Streletchii _____

9. Concluzia Agentiei pentru Supraveghere Tehnica:

Lucrarea *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan*
Obiectul este proiectat in conformitate cu proiectul de constructii
_____ 2018
L.Ș. _____
(semnătura) (funcția, numele, prenumele)

10. Lucrarea: *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan*
rn.Comrat, UTAG

TRANSMISĂ:
EXECUTANTUL:
SRL „Prestigiu AZ „

" " 2018

L.Ș. _____
(semnătura)

PRIMITĂ:
BENEFECIAR
Primaria Cioc Maidan

" " 2018

L.Ș. _____
(semnătura)

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

[A large, stylized blue handwritten 'X' mark is drawn across the page, indicating that the list of missing or incomplete parts is empty.]

Ghiorghii Karboba

Sergiu Ciobanu

Ion Ceban

Primarul s. Cioc Maidan

Administrator SRL Prestigiu AZ

Inginer Consultant UE SARD



Lista lucrărilor cuprinse in Documentația Tehnica ce n-au fost executate.

[A large blue handwritten 'X' is drawn across the page, indicating that the list of works is empty.]

Ghiorghii Karboba

Sergiu Ciobanu

Ion Ceban

Primarul s. Cioc Maidan

Administrator SRL Prestigiu AZ

Inginer Consultant UE SARD



Lista lucrărilor cuprinse în Documentația Tehnică la care nu s-a respectat prevederile proiectului.

1. 000+06.00 - executarea lucrărilor
terestru și pământ 15 met.;
2. 000+189.40 - executarea lucrărilor pe suprafața
terestru;
3. 000+442.00 - executarea lucrărilor pe suprafața
terestru;
4. 000+870.00 - executarea lucrărilor pe suprafața
terestru;
5. Conștientizarea necesității de a realiza
travert.
6. Realizarea proiectului de construcție și
realizarea suprafeței terestru

Ghiorgii Karboba

Sergiu Ciobanu

Ion Ceban

Primarul s. Cioc Maidan

Administrator SRL Prestigiu AZ

Inginer Consultant UE SARD





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: _____





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

- 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)

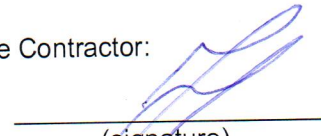
Stefan LILLER
Deputy Resident Representative

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



APROBAT:

Managerul de Proiect al PNUD

Adrian Bejenaru

„23” octombrie 2017

Antreprenorul: **SC „Prestigiu AZ” SRL**

Obiectivul: **Construcția punctului de trecere a frontierei**

de stat operat în comun „Palanca” pe teritoriul RM

PROCES-VERBAL

de predare-primire a frontului de lucru și a documentelor

nr.01 din 23.10.2017.

pe perioada 23 iunie 2017 – 23 octombrie 2017.

	1.Unitatea care predă: SC „Prestigiu AZ” SRL	
	2.Unitatea care primește: SC „Barzini Cons” SRL	
	3. Platforma, canalul pentru acumularea și evacuarea apelor pluviale și friatice, bazinul de evaporare și îngrădirea șantierului PG-4,5 și 6, stocul solului fertil și stocul pietrișului primit din demolări; (planșa, cota. etc., axa)	

4.Verificarea s-a făcut în baza prevederilor din: proiectul nr.04/2015 a planșelor PG-4,5 și 6, planșe revizuite din 03.07.2017 inclusiv documentele anexate:

Nr. crt.	Denumirea documentelor	Nr. documentelor	Cantitatea de documente
1	Capitolul „B” a cărții tehnice	1	file
2	Registrul proceselor-verbale de verificare a calității lucrărilor ce devin ascunse	1	<u>1</u> file
3	Registrul proceselor-verbale de verificare a calității lucrărilor în faze determinante	1	<u>1</u> file
4	Registrul certificatelor de conformitate a materialelor folosite	1	<u>12</u> file
5	Registrul schemelor de execuție	1	<u>16</u> file
6	Registrul încercărilor	1	<u>35</u> file
7	Borderoul pentru recoltarea probelor de pământ	1	<u>7</u> file
8	REGISTRU DE MONITORIZARE a obiectivului în construcție de către autorul proiectului (exemplarul antreprenorului)	1	file
9	Procesul-verbal de trasare a hotarului construcției și a reperilor	1	Doua file
10	Procesul-verbal privind recepția-transmiterea stratuului de sol fertil decopertat, (inclusiv contractul privind transmiterea terenului pentru efectuarea lucrărilor)	1	două filă
11	Procesul-verbal de predare-primire a reperilor GPS	1	o filă
12	Procesul-verbal de verificare a coordonatelor liniilor roșii GPS	1	două file
13	Procesul-verbal de verificare a cotelor de nivel la excavarea strtului vegetal	1	două file
14	Raportul tehnic (recunoașterea geodezică și lucrări geodezice)	1	două file

care atestă calitatea lucrărilor predate de către dirigintele de șantier Cătălin Cotoman în calitate de **contractor** a lucrărilor de pregătire și de către dirigintele de șantier în calitate de **executor a lucrărilor principale**.
Abaterile de la proiect constatate au fost înscrise în registrul de monitorizare.

Concluzii: având în vedere documentele de mai sus,
predarea-primirea se acceptă
se acceptă (nu se acceptă)

SC „Prestigiu AZ” SRL garantează calitatea lucrărilor predate.
Total transmise documente nouăzeci file
(în litere)

PREDAT: SC „Prestigiu AZ” SRL diriginte de șantier, Cătălin Cotoman
(funcția) (numele și prenumele) (semnătura) L.Ș.

PRIMIT: SC „Barzoni Cons” SRL diriginte de șantier, Gutun Ion
(funcția) (numele și prenumele) (semnătura) L.Ș.

Responsabil tehnic



Ion Dermengi





CONTRACT FOR WORKS

Date: **25 August 2017**

Dear Sir/Madam,

Ref.: **ITB17/1531: SARD/Construction works for 9 social infrastructure projects (LOT - 3)**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**Prestigiu AZ**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "The repair of the village street Alecsandri", Tomai, UTA Gagauzia; Site 2: "Capital repair of a portion of the central road", Baurci, UTA Gagauzia** (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 June 14, 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 July 10, 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

#1, Mesterul Manole Street, Chisinau mun.

MD-2036, 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 **90 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 **01/09/2017**.

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\$ 287,272.00 USD (two hundred eighty-seven thousand two hundred seventy-two US dollars, 00 cents)**. (Total Site #1 (Tomai) 153 668,00 USD; Total Site #2 (Baurci) 133604,00 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 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 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.

- 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 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.
- 4.2 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.
- 4.3 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.
- 4.4 The expression "Defects Liability Period" stipulated in the Clause 47.1 of the General Conditions of Contract shall mean the period of three (3) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate.

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 Moldova - Agroindbank, Branch No. 6

Bank Code: MD40AG000000022512217993

Account#: 22512217993

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:

Anatolie TERZI

SARD Project Manager, UNDP Moldova

#131, 31 August 1989 Street, MD 2012 Chisinau, Moldova

Tel: (+373 22) 839 932

e-mail: anatolii.terzi@undp.org

For the Contractor:

Sergiu CIOBANU, Director

#1, Mesterul Manole Street, Chisinau mun., Moldova

Tel: (+373 22) 009 500

GSM: (+373) 698 88 20 20

e-mail: prestigiuz@yahoo.com

- 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 "Prestigiu AZ" LLC

Agreed and Accepted:

Signature _____

Name **Sergiu CIOBANU**

Title **Director**

Date _____





Empowered lives.
Resilient nations.

Ref: **ItB17/01531-Lot#3**

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

Date: October 11., 2017

Reference is made to the contract for works dated June 7, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME** (UNDP), and the **"Prestigiu AZ" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia.**

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

- include additional works to the **Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia;**

WHEREAS such Amendment will result in an increase of **USD 26,044.00** (twenty-six thousand forty-four dollars and zero cents) making this amended Contract total **USD 313,316.00** (three hundred thirteen thousand three hundred sixteen dollars and zero 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 ITB17/01531, Lot #3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia, Commitment letter from the Contractor regarding the capital repair of the

sidewalk to mayoralty of Ferapontievca, not attached hereto but in the possession of both parties, Financial proposal for the capital repair of the sidewalk to mayoralty of Ferapontievca in the amount of **USD 26,044** (twenty-six thousand forty-four dollars and zero cents)


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 **USD 313,316.00** (three hundred thirteen thousand three hundred sixteen dollars and zero 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: 10/10/2017



For "Prestigiu AZ" LLC:

By 
(signature)

Sergiu Ciobanu,
Director

Date: 11.10.2017







Ref: **ItB17/01531-Lot#3**

**AMENDMENT #2 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
"Prestigiu AZ" LLC**

Date: December ____, 2017

Reference is made to the contract for works dated June 7, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Prestigiu AZ" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia.**

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

- include additional works to the **Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia;**

WHEREAS such Amendment will result in an increase of **USD 29,011.00** (twenty-nine thousand eleven dollars and zero cents) making this amended Contract total **USD 342,327.00** (three hundred forty-two thousand three hundred twenty-seven dollars and zero 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 ITB17/01531, Lot #3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia, Commitment letter from the Contractor regarding the capital repair of the

sidewalk to mayoralty of Ferapontievca, not attached hereto but in the possession of both parties, Financial proposal for the capital repair of the sidewalk to mayoralty of Ferapontievca in the amount of **USD 26,044**, Financial proposal for the street lighting of the main rehabilitated road and rehabilitation of sidewalk and landscaping to local hospital and mayoralty in the amount of **29,011.00 USD**.

Clause 2.1 "Obligations of the Contractor" 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 in not more than **150** 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 **USD 342,327.00** (three hundred forty-two thousand three hundred twenty-seven dollars and zero 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:

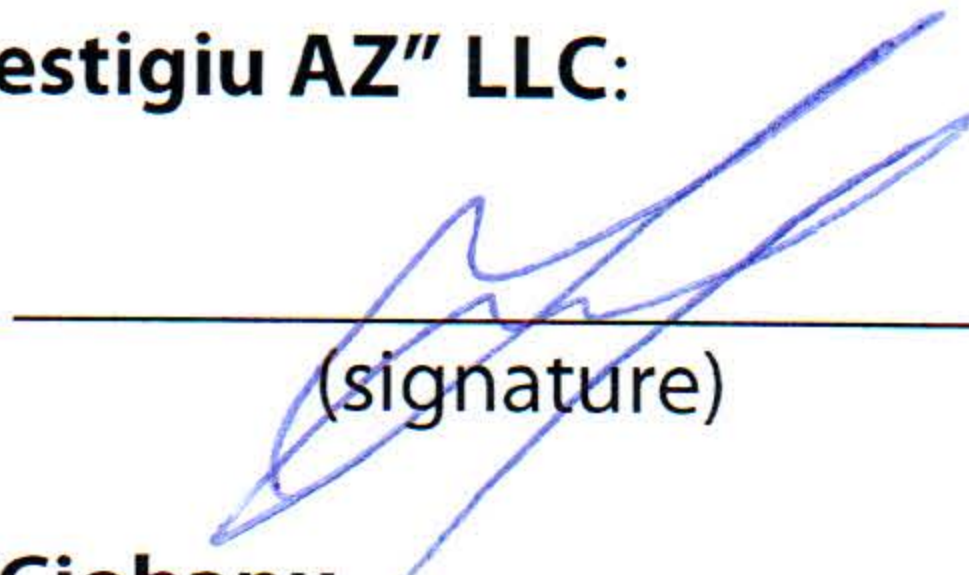
By 
(signature)

Stefan Liller
Deputy Resident Representative

Date: 8/12/2017



For "Prestigiu AZ" LLC:

By 
(signature)

Sergiu Ciobanu,
Director

Date: 8.12.2017





Ref: *ItB17/01531-Lot#3*

**AMENDMENT#3 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
"Prestigiu AZ" LLC**

Date: March ____, 2018

Reference is made to the contract for works dated August 25, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Prestigiu AZ" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 3, Site 1: „The repair of the village street Alecsandri“, in Tomai village, UTA Gagauzia; Site 2: „The capital repair of a portion of the central road“ in Baurci village, UTA Gagauzia.**

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

- include additional works to the **Site 2: „The capital repair of a portion of the central road“ in Baurci village, UTA Gagauzia, UTA Gagauzia**; (include in the contract the reconstruction of an additional road section, 350m length)

WHEREAS such Amendment will result in an increase of **USD 68,036.00** (sixty-eight thousand thirty-six dollars and zero cents) making this amended Contract total **USD 410,363.00** (four hundred ten thousand three hundred sixty-three dollars and zero cents);

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 ITB17/01531, Lot #3, Site 1: „The repair of the village street Alecsandri”, in Tomai village, UTA Gagauzia; Lot 2, Site 2: „The capital repair of a portion of the central road” in Baurci village, UTA Gagauzia, Commitment letter from the Contractor regarding the capital repair of the sidewalk to mayoralty of Ferapontievca, not attached hereto but in the possession of both parties, Financial proposal for the capital repair of the sidewalk to mayoralty of Ferapontievca in the amount of **USD 26,044**, Financial proposal for the street lighting of the main rehabilitated road and rehabilitation of sidewalk and landscaping to local hospital and mayoralty in Tomai village for the amount of **29,011.00 USD**, Financial proposal for the additional works in Baurci village for reconstruction of an additional road section of 350m length for the amount of **68,036.00 USD**.

Clause 2.1 “Obligations of the Contractor” 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 in not more than **240** 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 410,363.00** (four hundred ten thousand three hundred sixty-three dollars and zero 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:

14/3/2018



For “Prestigiu AZ” LLC

By



(signature)

Sergiu Ciobanu
Director

Date:

14.03.2018

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

Anexanr. 1
la Regulamentul de recepție
a construcțiilor și instalațiilor aferente

**PROCES-VERBAL
DE RECEPȚIE FINALĂ**

Nr.2 Din 15.11.2018

Privind lucrarea: *“Reparatia capital a drumului central pe strada Cotovschi s. Tomai”*, executată la obiectul *în s.Tomai*, în cadrul contractului nr. *ITB17/1531 din 25.08.2017*, încheiat între: *UNDP Moldova u SRL „Prestigiu AZ”*, pentru lucrările de: *Reparatia capital a drumului central pe strada Cotovschi s. Tomai*

1. Comisia de recepție și-a desfășurat activitatea în intervalul 15. 11. 2018, fiind formată din:

Președintele comisiei:

Topciu Fedor - Primar s. Tomai

Membrii comisiei:

Ianac Fedor - Viceprimar s. Tomai
Nedov Ivan - Presedintele sovietului s. Tomai
Topal Andrei - Consilier s. Tomai
Ialama Valerii - Consilier s. Tomai
Garcu Dmitrii - Locuitor s. Tomai
Cutorov Petr - Director Casa de Cultura
Grigoriev Pantelei - Inginer Cadastral primaria s. Tomai
Ianac Petr - Responsabil Tehnic
Vladimir Baghici Inginer - Consultant UE SARD

2. Au mai participat la recepție:

Administrator “Prestigiu AZ ”SRL - Ceban Serghei

Diriginte de santier “Prestigiu AZ ”SRL - Streletchii Ion

3. 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
- 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 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;

Valoarea obiectului este de 181 306,00 \$ SUA

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

Организовать процедуру принятия объекта

5. Comisia de recepție finală motivează propunerea făcută prin:

Удовлетворительного состояния объекта со момента окончания работ и до дня приемки в эксплуатацию

6. Comisia de recepție finală recomandă următoarele:

Содержание и эксплуатация объекта согласно назначению

7. Prezentul proces-verbal, continind 2 file si 2 anexe numerotate, cu un total de 4 file, a fost incheiat astazi 15.11.2018, la ora 11-00 in 4 exemplare.

Comisia de recepție:

Președintele comisiei:

Topciu Fedor

Membrii comisiei:

Ianac Fedor

Nedov Ivan

Topal Andrei

Ialama Valerii

Garcia Dmitrii

Cutorov Petr

Grigoriev Pantelei

Ianac Petr

Vladimir Baghici

Reprezentantii antreprenorului;

Ceban Serghei

Sterletchii Ion



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

1. Demolarea bordure
2. Demolarea structurii rutiere
3. Lucrări de terasament
4. Lucrări de terasament Sistemul rutier
5. Montarea bordurei
6. Amenajarea zonei verzi
7. Executarea trotuarului
8. Executarea intrărilor în curți
9. Construcția drumurilor laterale și a platformelor
10. Construcția rigolei prefabricate L4-8
11. Consolidarea rigolei existente
12. Pinten din beton monolit
13. Construcția rigolei prefabricate de tip R1
14. Rigola dreptunghiulară din beton monolit și plăci din beton armat
15. Construcția casiuri
16. Reparația podețului diam. 1.0m
17. Lucrări pentru siguranța circulației rutiere

Costul lucrărilor executate în cadrul proiectului
„*Reparația capitală a drumului central pe strada Cotovschi s. Tomai*”, UTAG

și finanțate prin programul EU/UNDP – SARD este de 181 306,00 \$ SUA

Topciu Fedor
Primarul s. Tomai

Ceban Serghei,
Administrator SRL Prestighiu AZ

Vladimir Baghici,
Inginer Consultant UE SARD



Observațiile Comisiei de recepție finală.

Topciu Fedor
Primarul s. Tomai

Ceban Serghei,
Administrator SRL Prestighiu AZ

Vladimir Baghici,
Inginer Consultant UE SARD



INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Baurci)

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

PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR
Nr. din 22.12. 2017

Privind lucrarea: *Reparatia capitală a unei portiuni a drumului central, pe strada Lenin s. Baurci r. Ceadir Lunga*, în cadrul contractului nr. ITB17 /1531 din 25.08.2017 încheiat între *UNDP Moldova si Antreprenor SRL „Prestigiu-AZ”*, pentru lucrările de; *Reparatia capitală a unei portiuni a drumului central, pe strada Lenin s. Baurci r. Ceadir Lunga*

1. Lucrările au fost executate în baza autorizației nr. 24, din 24.08.2017 eliberată de Primaria s. Baurci cu valabilitate pînă la 24.08.2018;
2. Comisia de recepție și-a desfășurat activitatea în intervalul 24.08.2017, fiind formată din:

Președintele comisiei:

Primar s. Baurci - Carapirea Nicolai

Membrii comisiei:

Contabil sef - Ratcov Vasilii

Inginer cadastral - Danadji Gheorghe

Responsabil tehnic - Ianac Piotr

Inginer consultant - Ion Ceban

UE - SARD

3. *Au mai participat la recepție :*

Administrator SRL Prestigiu-AZ - Ciobanu Sergiu

Diriginte de santier SRL Prestigiu-AZ - Streletchii Ion

4. *Constatările comisiei de recepție cu privire la terminarea lucrărilor: Reparatia capitală a unei portiuni a drumului central, pe strada Lenin s. Baurci r. Ceadir Lunga, 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 receptie 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:

Expлуatarea obiectivului conform destinatiei

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral _____, adresa poștală; s. Baurci rn. Ceadar Lunga, str. Lenin, destinația - publică, 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 22.12. 2017 la ora 11-00 în 6 exemplare.

Președintele comisiei: _____

Carapirea Nicolai _____

Membrii comisiei

Ratcov Vasilii _____

Danadji Gheorghe _____

Ianac Piotr _____

Ion Ceban _____

Reprezentant antreprenor:

Ciobanu Sergiu _____

Streletchii Ion _____

9. Concluzia Inspecției de Stat în Construcții:

Lucrarea _____ a fost executată conform proiectului și a normativelor în vigoare.

" " 2017

L.Ș. _____

(semnătura)

(funcția, numele, prenumele)

10. Lucrarea: *Reparatia capitală a unei porțiuni a drumului central, pe strada Lenin s. Baurci r. Ceadir Lunga*, a fost:

TRANSMISĂ:

EXECUTANTUL:

SRL „Prestigiu-AZ,,

" " 2017

L.Ș. _____

(semnătura)

PRIMITĂ:

BENEFICIAR

Primaria Baurci

" " 2017

L.Ș. _____

(semnătura)

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

Carapirea Nicolai

Primarul s. Baurci

Ciobanu Sergiu

Administrator SRL Prestigiu-AZ

Ion Ceban


Inginer Consultant UE SARD



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



Carapirea Nicolai

 Primarul s. Baurci

Ciobanu Sergiu

Administrator SRL Prestigiu-AZ

Ion Ceban

 Inginer Consultant UE SARD



Lista lucrărilor cuprinse în Documentația Tehnică la care nu s-a respectat prevederile proiectului.

1. Изломившаяся жерптура преекта
2. Восстановит барьера.
3. Благоустроить въезд
4. Заменить по бетону
5. Провести перекладку документации в соответствии с требованиями технической документации
6. Изменить бетонный лоток проекта согласно проекту.
7. Установить дорожные знаки.
8. Провести разметку дорог

Carapirea Nicolai

Primarul s. Baurci

Ciobanu Sergiu

Administrator SRL Prestigiu-AZ

Ion Ceban

Inginer Consultant UE SARD

