

**CONTRACT
FOR PROVIDING SERVICES NO. 53/21 PRR**

concluded on 3.01.2022, **between:**

Consolidated Unit for the Implementation of IFAD Programs (hereinafter referred to as the "CPIU IFAD"), headquartered in Chisinau, bul. Ștefan cel Mare 162, MD-2004, Republic of Moldova, acting on the basis of the laws of the Republic of Moldova, registered by the Public Services Agency of the Republic of Moldova and included in the State Register of Law Units under IDNO 1008601001038 of 30.07.2008, legally represented by Mr. **Victor Roșca**, as Director, who operates on the basis of the Decision of the Government of the Republic of Moldova no. 980/2000, on one hand,

and

ProConsultng SRL (the „**Provider**”), based in Chisinau, of. 4, 23/4 Petru Movila str., MD 2005, Republic of Moldova, operating under the laws of the Republic of Moldova, registered by the Public Services Agency of the Republic of Moldova and included in the State Register of legal units under IDNO, legally represented by Mr. **Anatolie PALADE**, Director, acting under the Statute, on the other hand,

Together they are called "Parties" or individually "Party".

As CPIU IFAD concludes this contract with the Provider for the latter to perform the following services and the Provider agrees to perform the contractual services, the parties therefore agree to the followings:

ARTICLE 1. INTRODUCTORY NOTION

Fund - International Fund for Agricultural Development

Day - calendar day

Services – consulting services, research or other services, which are the subject of this Contract, described in the Annexes of this Contract.

Project/PRR – Rural Resilience Project

ARTICLE 2. SUBJECT OF THE CONTRACT. SERVICES PERFORMED BY THE PROVIDER

2.1. The provider will provide consulting and/or research services described in Annex A "terms of reference and purpose services", which is an integral part of this Agreement until April 29, 2022, including review and approval of the submitted reports and performing of the payments.

2.2. For the provision of the services described in Annex A the provider will hire the staff listed in Annex B, "the provider's staff".

ARTICLE 3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

3.1. This Contract shall take effect on the date of its signature by the Contracting Parties.

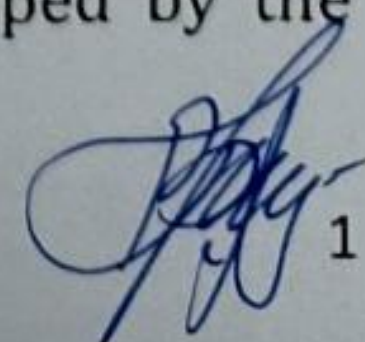
3.2. The duration of service provision is specified in the Annex A "terms of reference and purpose services", which is an integral part of this Agreement.

3.3. In case of modification, by the written agreement of the parties, of the term of this Contract provided for in point 3.2. the deadline to provide deliverables will not exceed the implementation period of the RRP.

3.4. The development of the Feasibility study will be started by the **Provider** within 5 calendar days after the date of signing this contract.

3.5. The provider will present the feasibility studies in term of work plan which will be present per one study, and will not exceed the agreed 2,5 months for total number of 20 feasibility studies.

3.6 The feasibility studies for 7 localities (1. Cărbuna village, Ialoveni district, 2. Pr. Cimislia (Bogdanovca Veche village), Cimislia district, , 3. Pelinei village, Cahul district, 4. Cucoara village, Cahul district, 5. Ciutești village, Nisporeni district. 6. s. Sărătenii Vechi, Telenesti district 7. s. Climauții de Jos, Șoldanești district) from 20 estimated feasibility to be developed by the Provider must be finalized (approved by CPIU) till February 21 , 2022.



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3.7. In first work plan (Annex D) will be specified the terms for first number of studies.

ARTICLE 4. CONTRACT PRICE. THE ARRANGEMENTS FOR PAYMENT OF THE CONTRACT PRICE.

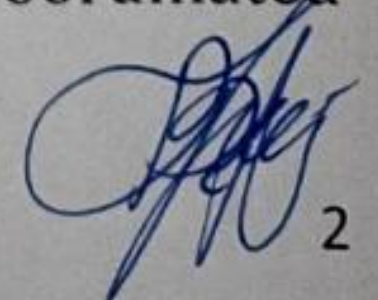
- 4.1. The amount of this contract shall not exceed **USD 23.279,00** (TWENTY-THREE thousand TWO hundred SEVENTY-NINE US dollars, 00 cents).
- 4.2. For calculation of the amounts to be paid to the Provider CPIU IFAD take into consideration unit price per feasibility study, indicated in the financial offer, which is 1,164 USD. Total number of studies will be up to 20.
- 4.3. For the performance of the contract, CPIU IFAD will pay the Provider based on the presented deliverables and payment schedule stipulated in the Annex A of this Contract.
- 4.4. The basis for payment for the services provided will be the Act of receipt-delivery of services, signed by the Provider and CPIU IFAD.
- 4.5. The Act of receipt-delivery of provided services will be completed in writing, in 2 (two) copies and will be signed by the representatives of the parties, within 5 (five) days from the presentation of the deliverables. The specimen of the Act is presented in the Annex C1 of this Contract.
- 4.6. CPIU IFAD reserves the right to monitor / supervise, to communicate with the beneficiaries of consultative assistance in order to collect feedback and to verify the volume and quality of the services provided.
- 4.7. The parties agree that the receipt of the services does not release the Provider from mistakes or irregularities detected after the receipt of the services by CPIU IFAD.
- 4.8. The provider is not entitled to claim the price increase depending on the regime, conditions and time of execution of works (holidays, public holidays, outside normal working hours or at night).
- 4.9. Payment for services will be made in national currency (Moldovan lei), at the official exchange rate set by the NBM, for 1 US dollar, on the date of payment.
- 4.10. The price of the contract services includes all expenses and taxes established by the legislation of the Republic of Moldova. The services provided are exempt from VAT with the right of deduction based on the legislation in force of the Republic of Moldova.

ARTICLE 5. COORDINATION OF CONTRACT ACTIVITIES

- 5.1. CPIU IFAD appoints the Infrastructure Development Specialist and procurement specialist responsible and coordinators of the activities performed under this contract, who are entitled:
 - 5.1.1 to verify the quality of the services provided throughout the contract through its representatives or audit missions;
 - 5.1.2 to examine and approve the reports and other deliverables, to request confirmatory documents of the executed services resulting from the present contract;
 - 5.1.3 to approve and / or to refuse the signing of the Act of delivery-receipt of the services or to sign it with reservations in case the services have been provided improperly.
- 5.2. The provider shall report to the contracting officer on the progress of achieving the expected results. The reports will be sent electronically to the persons designated in Chapter 5.1. of is Contract for comments and verification and after approved by CPIU IFAD the deliverables will be present on the paper.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1. The provider undertakes:
 - 6.1.1. to provide services at the highest standard of ethics and professional competence and integrity;
 - 6.1.2. to ensure, with diligence and prudence, the full and qualitative implementation of the services covered by this Contract for the performance of the activities described in Article 2 and detailed in Annex A integral part of this Contract in accordance with work plans coordinated and approved by CPIU IFAD;



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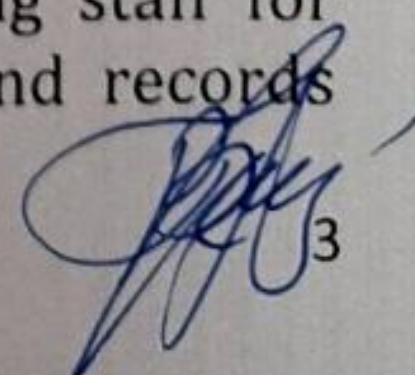
- 6.1.3. to start and complete within the deadlines indicated according to this Contract as well as the full and compliant execution of all the services stipulated in this Contract and in work plan from Annex D;
 - 6.1.4. immediately remove any inconsistency of services provided by CPIU IFAD and / or IFAD missions and / or audit;
 - 6.1.5. to notify CPIU IFAD immediately, but not later than three working days from the moment of its appearance, on any circumstances / impediments that prevent or withhold the execution of the services provided by this Contract;
 - 6.1.6. promptly replace any expert appointed under this contract, if deemed necessary.
 - 6.1.7. Strictly follow the instructions given by the representatives of CPIU IFAD, in order to execute the obligations provided by this Agreement and its Annexes.
- 6.2. CPIU IFAD undertakes to:
- 6.2.1. pay the price of the services provided by this Contract under the conditions stipulated by Article 4 of this Contract;
 - 6.2.2. transmit the information and indications necessary to carry out the provisions of this Contract.

ARTICLE 7. PENALTIES

7.1. CPIU IFAD is entitled to withhold 5% of the contract amount stipulated in the article 4 of this Contract as a penalty for improper Provider's performance in execution of the tasks and responsibilities stipulated in this Contract, related to quantity and/or quality of the provided services, submitted by CPIU IFAD to the Provider, and which were not remediated in 15 calendar days from the day of receipt of the claim.

ARTICLE 8. PROHIBITION OF FRAUD AND CORRUPTION

- 8.1 CPIU IFAD aims to develop corporate culture and create an environment that inhibits fraud and corruption.
- 8.2 The Provider shall comply with and execute the contract in accordance with the provisions of this Agreement, the national legislation on fraud prevention and control and the *revised IFAD Fraud and Corruption Prevention Policy in its activities and operations (IFAD Anti-Corruption Policy)*, available at www.ifad.org/anticorruption_policy) within the limits of the achievement of the purposes set out in this Agreement and with reference to the direct and indirect subjects/parties provided for in the Agreement. Failure to comply with the regulations mentioned in this point may lead to the termination of the contract, in strict accordance with the provisions of Article 20 of this Agreement.
- 8.3 The Provider shall take appropriate measures to inform potential subcontractors (contracted with the CPIU IFAD consent), sub-consultants (contracted with the CPIU IFAD consent), consultants, agents and any of its agents or staff of their obligations under the provisions this Agreement, the national legislation on the prevention and combating of fraud and corruption and the *IFAD Anti-Corruption Policy* and will require compliance with this policy in connection with their execution or involvement in this contract and / or with reference to CPIU IFAD staff or their representatives.
- 8.4 The provider is obliged to complete and sign the self-certification form (Annex E). In particular, the Provider is obliged to disclose the relevant prior sanctions and criminal convictions as well as any commissions or fees paid or to be paid to any agent or third party in connection with the performance of this contract.
- 8.5 The Provider will fully cooperate with any investigation conducted by the Fund, including CPIU IFAD, the competent bodies of the Republic of Moldova, including by providing staff for interviews and will provide full access to all accounts, premises, documents and records



(including electronic) regarding this contract or the execution of the relevant contract and to allow the audit and / or inspection of these accounts, premises, records and documents by auditors or investigators appointed by the Fund or by CPIU IFAD

ARTICLE 9. PREVENTING AND COMBATING MONEY LAUNDERING AND TERRORISM FINANCING

9.1. The Provider expressly agrees to abide by and execute the contract in accordance with the *IFAD Policy on Preventing and Combating Money Laundering and Terrorist Financing*, available at <https://webapps.ifad.org/members/eb/128/docs/EB-2019-128-R-41-Rev-1.pdf> <https://www.ifad.org/en/document-detail/asset/40738506>, which is an integral part of these contractual conditions, for the aim of proper execution of the obligations provided by this Contract. Failure to comply with the regulations mentioned in this point may lead to the termination of the contract in strict accordance with the provisions of Article 20 of this Agreement.

9.2. The Provider shall immediately report to CPIU IFAD or IFAD any money laundering, terrorist financing incident arising out of or in connection with or before the performance of the contract, including convictions, disciplinary action, sanctions or investigations. CPIU IFAD may take appropriate measures, including termination of the contract, on the basis of proven facts of money laundering, terrorist financing resulting from or in connection with the execution of the contract and the legislation in force of the Republic of Moldova

ARTICLE 10. PREVENTION AND PROHIBITION OF SEXUAL HARASSMENT, SEXUAL EXPLOITATION AND ABUSE

10.1 The Provider expressly agrees to abide by and execute the contract in accordance with the *IFAD Policy on the Prevention and Addressing of Sexual Harassment and Exploitation and Sexual Abuse*, available at <https://www.ifad.org/en/document-detail/asset/40738506>, which is an integral part of these contractual conditions, for the aim of proper execution of the obligations provided by this Contract. Failure to comply with the regulations mentioned in this point may lead to the termination of the contract in strict accordance with the provisions of Article 20 of this Agreement.

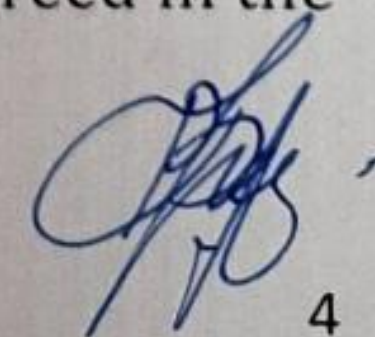
10.2 The Provider shall take all appropriate measures to prevent and prohibit sexual harassment, sexual exploitation and sexual abuse by its employees and subcontractors or any other person directly or indirectly employed by the provider or any of its subcontractors in the performance of the contract.

10.3 The Provider shall immediately report to CPIU IFAD or IFAD any incident of sexual harassment, sexual exploitation and sexual abuse resulting from or in connection with or before the performance of the contract, including convictions, disciplinary measures, sanctions or investigations. CPIU IFAD may take appropriate measures, including termination of the contract, on the basis of proven facts of sexual harassment, sexual exploitation and sexual abuse resulting from or in connection with the performance of the contract and the commitments in force of the Republic of Moldova.

ARTICLE 11. CONFIDENTIALITY

11.1 The Provider shall not disclose, during this contract and within two years of its expiration, any information without the prior written consent of CPIU IFAD regarding the intellectual property or any confidential information regarding the services, this contract or the activities or CPIU IFAD operations.

11.2 The parties shall ensure and be responsible for maintaining the confidentiality agreed in the preceding paragraph 1 by their employees and third parties.



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11.3 Each of the parties will have the same duty of care with respect to confidentiality as it would use in a comparable manner, with respect to an internal matter and in any case, at least the duty of care of a professional.

11.4 The obligation of confidentiality does not include information that is:

11.4.1 verifiably known to the public at the time the party becomes aware of such information; or

11.4.2 known to the party acquainted with the information and / or to an entity that is related to that party, within the meaning of the applicable law, before the time when that party became aware of such information.

11.5 The obligation of confidentiality ceases at the time and to the extent that:

11.5.1 such information becomes verifiably publicly acknowledged without the direct or indirect action of the party holding such information, or

11.5.2 such information is verifiably made available to that party by a third party who is not obliged to maintain confidentiality with the other party, or

11.5.3 such information is verifiably developed by that party and / or a related entity within the meaning of applicable law, independently of that information, or

11.5.4 that information must, verifiably, be disclosed because of the legislative provisions or the decisions of the courts.

11.6 The Provider will keep the conclusion of this Contract secret. He may not cite CPIU IFAD as a reference without his prior written consent.

11.7 The Provider shall keep available all records and documents (including electronic) relating to this contract, during its performance and / or in the corresponding tender process, for at least three (3) years from the completion of the contract.

ARTICLE 12. PROPERTY, COPYRIGHT OVER MATERIALS

12.1 Any studies, reports or other materials, or otherwise, prepared by the Provider for CPIU IFAD under this contract, belong to and remain the property of CPIU IFAD. The provider may keep a copy of these documents.

12.2. All materials produced under this contract must include on the first page the IFAD logo and the following text "*This material has been produced with the financial support of the Rural Resilience Project financed by the International Fund for Agricultural Development (IFAD)*".

ARTICLE 13. CONFLICT OF INTERESTS

13.1 The Provider agrees that, during this contract and after its termination, the consultants and any other entity affiliated to the Provider will be disqualified from providing goods, works or services (other than consultancy services that would not give rise to a conflict of interest) results from or closely related to consulting services for the preparation or implementation of the Contract.

13.2 During the term of this Agreement, the Provider may participate in other activities / projects, as long as such participation does not affect its obligations to CPIU IFAD under this contract, the Provider must disclose any possible conflict of interest that could influence the performance of the obligations.

13.3 As long as the contractual obligations have not been fully fulfilled, the provider may not establish a relationship with another party that could give rise to a conflict with CPIU IFAD, without informing CPIU IFAD and without obtaining its express consent.

ARTICLE 14. INSURANCE

14.1 The provider will be responsible for taking out any insurance it deems necessary.

ARTICLE 15. ASSIGNMENT OF THE CONTRACT



15.1 The Provider shall not assign this contract or subcontract and any part thereof without the prior written consent of CPIU IFAD.

ARTICLE 16. LIABILITY OF THE PARTIES

16.1. The provider will be liable for any damages caused by its fault or negligence (including its staff) in connection with the improper and unauthorized use of the information in its possession.

16.2. The Provider shall ensure that the Contract Services comply with all technical instructions and regulations, comply with and comply with all other legal and standard requirements of the CPIU IFAD market.

16.3. If, during this contract, it is found that the Provider has not provided advice according to the purpose / subject of this Contract, and / or has presented false / false documents, and / or the Provider is declared insolvent / insolvency proceedings have been initiated, CPIU IFAD is entitled to bring material and moral liability to the provider as well as to exercise the right of resolution in accordance with the provisions of this Agreement and the legislation in force.

ARTICLE 17. APPLICABLE LEGISLATION AND LANGUAGE OF THE CONTRACT

17.1. The contract was concluded in two original copies in English language, one copy for each of the Parties, constituting one and the same contract. The Romanian language prevails.

17.2. This Agreement is governed by the laws of the Republic of Moldova.

17.3. If one or more clauses of this Agreement will be or become invalid or if this Agreement is incomplete, it will not affect the validity of the other provisions of this Agreement. The parties agree to replace the invalid clause with another clause that will be as close as possible to the economic intent of the original clause, insofar as this is permitted by law.

ARTICLE 18. DISPUTE RESOLUTION

18.1. Any disputes in connection with this Contract shall be settled amicably. In the event that the parties do not reach a common agreement on the settlement of the dispute which has arisen, the dispute shall be referred to the courts at the CPIU IFAD headquarters for settlement in accordance with the law in force and this Contract.

ARTICLE 19 CIRCUMSTANCES JUSTIFYING NON-PERFORMANCE OF CONTRACTUAL OBLIGATIONS

19.1. The parties shall be exempt from liability for partial or total non-performance of their obligations under this Contract, if this is caused by the occurrence of unjustifiable impediment.

19.2. Impediment shall be understood to include: epidemics, exceptional states declared by the competent authorities, wars, natural disasters, fires, floods, earthquakes, changes in legislation and government provisions, strikes and other circumstances not depending on the Parties' activities.

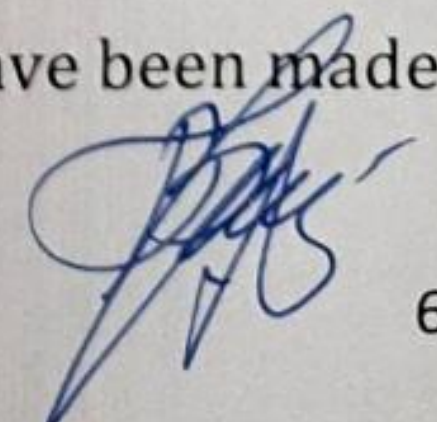
19.3. The occurrence of circumstances of undue hindrance, the time of occurrence and the time limit for action must be confirmed by a certificate/document issued by the competent body at the written request of the other Party.

19.4. In the event of the occurrence of such situations the contract shall remain in force and the time limit for the fulfilment of the Parties' obligations under this contract shall be postponed in accordance with the period of time during which the above-mentioned situations and their consequences occurred.

19.5. A party who fails to perform its contractual obligations due to force majeure/unjustified impediment is obliged to notify the other party in writing, but not later than 5 (five) calendar days after the occurrence of the situation.

ARTICLE 20. TERMINATION, MODIFICATION, SUSPENSION OF THE CONTRACT

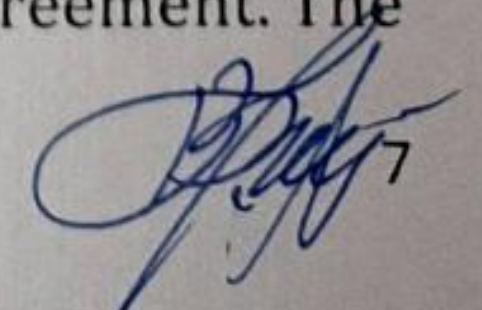
20.1. Any amendments and additions to this Agreement shall be valid only if they have been made in writing and signed by the Parties.



- 20.1. Any amendments and additions to this Agreement shall be valid only if they have been made in writing and signed by the Parties.
- 20.2. The Provider will keep available all records and documents (including electronic) relating to this contract, during its performance and / or in the corresponding tender process, for at least three (3) years from the completion of the contract.
- 20.3. This Agreement will automatically terminate upon the fulfillment by the parties of all obligations. Either party may terminate this Agreement by giving 15 (fifteen) days written notice to the other party in the event of any non-performance of an essential provision of this Agreement by the other party. If the term of the contract exceeds the term of the RRP, the contract will terminate automatically, unless the term of the RRP is extended and / or by the express written agreement of the Parties.
- 20.4. The cancelation of the Contract may take place by mutual agreement of both parties or unilaterally in the event of a breach of the terms of the Contract by one of the Parties. Apart from those provided, this contract will terminate in the cases provided by the legislation in force of the Republic of Moldova.
- 20.5. CPIU IFAD has the unilateral right to terminate this Agreement in the following cases:
- 20.5.1. if the provider does not remedy the adequate breach of its obligations under this contract within seven (7) working days from the notification by the representatives of CPIU IFAD or in any other period subsequently approved, in writing, by CPIU IFAD;
- 20.5.2. If the Provider does not deliver on time the Reports and deliverables provided by this Contract and its annexes, an integral part of the Contract;
- 20.5.3. If the Provider causes material and moral damages through its actions to the image of UCIP IFAD;
- 20.5.4. If the Provider does not partially and / or fully execute the obligations provided by the Contract and its annexes, an integral part of the Contract;
- 20.5.5. if the Provider becomes insolvent or declares bankruptcy in accordance with the legislation in force regarding insolvency;
- 20.5.6. if it is found that the provider or any of its employees or agents, or subcontractors (contracted with the CPIU IFAD agreement), subcontractors (contracted with the CPIU IFAD agreement), suppliers or any of their agents or employees, have been engaged prohibited practices, as defined in IFAD's *revised Fraud and Corruption Prevention Policy in its operations and activities*, in any activity or operation financed or administered by IFAD, including during the call of proposals or in fulfilling its obligations which are incumbent on him under the contract;
- 20.5.7. if it is found that the Provider in accordance with the provisions of this Contract, the relevant national legislation in force, has engaged in acts of sexual harassment, sexual exploitation and sexual abuse resulting from or in connection with the performance of the contract;
- 20.5.8. if it is established in accordance with the provisions of this Contract, the legislation in force on preventing and combating money laundering and terrorist financing, that the Provider has engaged in acts of money laundering, terrorist financing;
- 20.5.9. whether an independent evaluation (including an audit mission) contracted by CPIU IFAD will detect and confirm the unsatisfactory performance of this contract;
- 20.6. The Provider has the right to cancel / terminate the contract in the following cases:
- 20.6.1. if the instructions of CPIU IFAD will jeopardize the execution of the obligations provided by this Contract by the Provider

ARTICLE 21. PERSONAL DATA PROTECTION

- 21.1. The Provider agrees to the use and processing of personal data, so that CPIU IFAD is authorized to process the personal data in the execution of the obligations of this Agreement. The



provider is informed that these data will be treated confidentially, in accordance with the provisions of Directive EC / 95/46 protection of individuals with regard to the processing of personal data and the free movement of such data, transposed by Law no. 133/2011 for the protection of personal data, with subsequent amendments and completions. The Provider assumes the responsibility to strictly observe the personal data in accordance with the provisions of the legislation in force.

21.2. The Provider's representatives will complete the declarations of personal data processing, provided by the representatives of the CPIU IFAD.

ARTICLE 22. NOTIFICATIONS

22.1. The Parties shall notify each other of any significant events that may positively or negatively influence the performance of this Agreement.

22.2. By agreement of the Contracting Parties, any notification addressed by one of them to the other shall be validly fulfilled if it is sent to the address / registered office provided for in the introductory part of this contract.

22.3. In the case of a notification sent by e-mail or other individual means of communication, it shall be deemed to have reached the addressee from the moment it can be accessed by the addressee.

22.4. Verbal notifications shall not be taken into account by either Party.

ARTICLE 23. FINAL PROVISIONS

23.1. This Agreement is drawn up in 2 (two) copies, with identical legal force - one for each Party, through their duly authorized representatives, on the date and year mentioned on the first page.

23.2. Annexes A, B, C (C1), D, E are an integral part of this Agreement

ARTICLE 24. LEGAL ADDRESS AND BANK DETAILS :

IFAD United Programme Implementation Unit (CPIU IFAD)

Address: mun. Chişinău, bl Ştefan cel Mare
162,
of 1304, MD 2001, Republica Moldova
e-mail: office@ucipifad.md

Payer: MF-TT Chisinau Bugetul de Stat Unitatea
IFAD

Fiscal code: 1008601001038

Paying provider: Ministry of Finance, State
Treasury

Bank code: TREZMD2X

IBAN _____

ProConsulting SRL

Address: mun. Chişinău, str. Petru Movila 23/9,
of 4, Republica Moldova

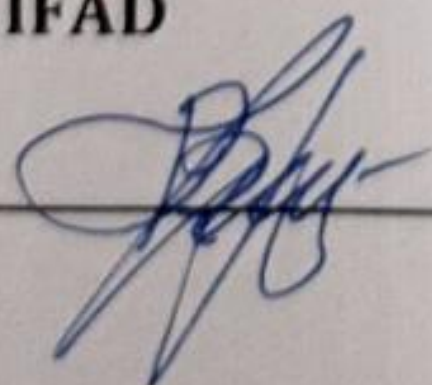
Fiscal code: 1003600032254

Bank Account: MD79VI000002251903157MDL

e-mail: office@proconsulting.md

Director UCIP IFAD

Victor ROŞCA
L.Ş.



Director

Anatolie PALADE
L.Ş.

