



General Conditions of Contract for Civil Works

CONTRACT FOR WORKS

Dear Sir/Madam,

Date: 1st August 2018

Ref.: **ITB18/01761**: Road Construction works for the Border Crossing Point Palanca located in Stefan Voda district

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**Drumuri Straseni**" SA, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform **Civil works for the road construction of the JOB CP Palanca**, (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 – Design drawings dated 1st of June 2018, 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 22 June 2018, not attached hereto but known to and in the possession of both parties.
 - e. Annex IV – the detailed Programme of Works
- 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.

"Drumuri Straseni" SA

#1, Orheiului Street, Straseni,
Republic of Moldova

2. Obligations of the Contractor

2.1 The Contractor shall commence the works within **2 (two) calendar 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 shall perform and substantially complete the Works, including preliminary commissioning and substantially complete the Works not later than **31/10/2018**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **06/08/2018**.

2.3 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.

2.4 The Warranty period is set for a period of **1 (one) year**.

3. Price and payment

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **US\$ 648,803,41 (Six hundred forty-eight thousand eight hundred three US dollars, 41 cents)**, with 0% VAT rate.

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 The Contractor shall submit an invoice for **US\$ 25,000.00 (Twenty five thousand US dollars)** upon signature of this Contract by both parties, submission and approval of the detailed Programme of Work and sufficient mobilization of Contractor's Equipment and Personnel on site, later to be deducted from the first interim payment report. Invoices for the work performed and materials utilized shall be submitted in an amount of minimum **US\$ 100,000** (One hundred thousand US dollars) and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer. The payments will be made in MDL at UNDORE on the date 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 15 days of their receipt.

- 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 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.

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.
- 4.3 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.
- 4.4 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 of delay.

5. Submission of invoices

- 5.1 One original and one copy of every invoice, including all supporting documents shall be submitted by mail or in hard copies by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:
Bank Name: BC Moldindconbank SA, Strasenii
Bank Code: MOLMD-2X324
IBAN#: MD75ML000000224240113 MDL
Contractor Fiscal Code: 100360011971

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:

Adrian BEIENARU
JOB/CP Palanca Project Manager, UNDP Moldova
#431, 31 August 1989 Street, MD 2022 Chisinau, Moldova
Tel: (+373 22) 839 931
e-mail: adrian.beienaru@undp.org

For the Contractor:

Vladimir CROITOR

Director

1, Oheului Street, Straseni

GSM: (+373) 69685247

Tel: (+373 22) 722671

e-mail: vladimir.straseni@gmail.com

8.2

For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

Adrian BEJNARU

Le Roi Business Center, #29 Statul Tarii Street, off. 306/B, Chisinau, Moldova

Tel.: (+373 22) 839-931

Yours sincerely,



Stefan LILLER

Deputy Resident Representative

UNDP Moldova



For "Drumuri Straseni" SA

Agreed and Accepted:

Signature _____



Name _____

Title Director/Administrator

Date 01.08.2018

