

## **AGREEMENT No. 74 FAO-VC**

Chisinau

1<sup>st</sup> of October 2018

The public organization National Federation of Agricultural Producers from Moldova, AGROinform registered by the Ministry of Justice of the Republic of Moldova under the number 1336 on **22 March, 2000**, represented by the **Executive Director Aurelia Bondari**, acting on the basis of Articles of Association, hereinafter referred to as **Customer**, on the one hand and **Mr. Gheorghe Nicolaescu**, born on 07.02.1973, taxpayer's number 0982808020160, domiciled on the address Alba – Iulia str. 188, bl.1, app.4, identity card B01134136, hereinafter referred to as **Provider** have concluded this Agreement under the following mutually agreed conditions:

### **1. SUBJECT OF THE AGREEMENT**

- 1.1 The Provider shall provide services to the Customer according with the Annex 1. Terms of reference, which is integral part of this Agreement.
- 1.2 The Services shall be provided between 1<sup>st</sup> of October 2018 and 31<sup>st</sup> of December 2018.

### **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 2.1 The Provider shall provide services in accordance with generally accepted techniques and practices and aligned to professional standards of content and quality existing in the field of services.
- 2.2 The Provider shall provide the Services in compliance with the applicable legislation of the Republic of Moldova and under the conditions required by the Customer.
- 2.3 The Customer shall ensure the Provider's access to the information necessary for the provision of Services and the Provider shall not disclose the confidential service information acquired in connection with the execution of this Agreement for the entire duration of the Agreement and during one year after the termination of this Agreement.
- 2.4 The Customer shall pay in due time the Provider for the Services rendered.

### **3. PAYMENT TERMS**

- 3.1 Honorarium is US\$ 175.00 for the provision of services based on the entrepreneurial patent AB series no. 236858 for the services referred in the Annex 1. Terms of Reference, article "2.3 Activities and level of effort" under the numbers: 1, 2,3,6,8. Honorarium is expressed in US dollars and is payable in local currency, MDL according to the NBM exchange rate at the payment date. It will be paid to the account designated by Provider, and conditional upon work having been satisfactorily performed.
- 3.2 Honorarium (175\$) for the activities number 4, 5, 7 from the art. 2.3 of the Terms of Reference represents a gross amount, of which the Customer will withhold from the Service's fees all taxes and duties, which, according to the legislation of Moldova are to be withheld at source. In case the Provider is to pay other taxes and fees, their payment remains the Provider's obligation, the Beneficiary being relieved of any liability.
- 3.3 Subsistence Allowance (DSA) will be paid for each night spent at an authorised location in the Tajikistan, 182 USD/day, which includes local travel, accommodations and meal. The travel expenses from Khujand to Dushanbe will be paid in total amount 350 USD. Subsistence Allowance will be transferred to the Provider bank account (in local currency, MDL according to the NBM exchange rate) upon the request, but not later than 3 days before the travel dates.
- 3.4 Travel and travel expenses. The provider should make reservations and pay the hotel independently. The air tickets will be provided by Customer. At the end of the assignment, the Provider is required to complete a Travel Expense Claim (TEC) and attach hotel receipts, invoices, ticket stubs and boarding passes as proof of travel. Late submission of your TEC together with all supporting documents could result in the delay or even non-payment of honorarium.
- 3.5 The payment for the services will be done in two instalments: (i) After completing the activities No. 1,2,3,4,5,7 and accepted deliverables by the Customer for the outputs No. 1,2,4 according ToR; (ii) After

completing the activities No. 6,8 and accepted deliverables by the Customer for the outputs No. 3,5 according ToR;

#### **4. ACCEPTANCE OF SERVICES**

- 4.1 After provision of Services, the Service Provider shall submit the Outputs according the Annex 1. Terms of Reference.
- 4.2 Based on the provided outputs, the Parties shall sign the Service Delivery Certificate (Annex 2 to this Agreement).

#### **5. DURATION OF THE AGREEMENT AND TERMINATION PROCEDURE**

- 5.1 The Agreement enter into force from the day of signing by both parties and has a duration until for the service provision until 31/12/2018.
- 5.2 The Agreement shall be extended by mutual agreement, taking into account all changes in the norms and regulations in force as of the date of extension.
- 5.3 Each Party is entitled to terminate the Agreement unilaterally by notifying the other Party in writing of the termination of the Agreement at least 15 days prior to its termination.
- 5.4 This appointment will be considered completed when the number of days specified in this offer of appointment have been worked, unless a letter of amendment has been issued increasing the number of days to be worked.

#### **6. LIABILITY OF THE PARTIES**

- 6.1 Non-performance or improper performance of obligations undertaken under this Agreement shall result in the liability of the defaulting party under the applicable law.
- 6.2 In case of delays in the provision of services under Article 1.2 of this Agreement, the Provider's fee will be reduced by 0.25% for each day of delay.

#### **7. AMENDMENT OF THE AGREEMENT**

- 7.1 Any clause of the Agreement may be amended only by an agreement between the Parties done in writing through an addendum signed by the authorized representatives of both Parties.

#### **8. FORCE MAJEURE**

- 8.1 The parties shall not be held liable for non-performance of their obligations under this Agreement, if this is due to force majeure circumstances, including military actions, blockades, earthquakes or actions of governmental authorities.

#### **9. DISPUTES**



- 9.1 Copyright: The title rights, copyrights, and all other rights of whatsoever nature in any material produced by you shall be vested exclusively in Customer.
- 9.2 By accepting this offer of employment, you are undertaking to exercise in all loyalty, discretion and conscience the functions entrusted to you as an international consultant, to discharge these functions and regulate your conduct with the interest of the Organisation only in view, and not to seek or accept instructions in regards to the performance of your duties from any other authority external to Customer.

#### **10. FINAL PROVISIONS**

- 10.1 This Agreement supersedes any prior verbal or written agreements regarding the provision of services specified by the Provider.
- 10.2 If any provision of this Agreement becomes void for any reason, the other provisions shall not be affected in any way and shall continue their effect.
- 10.3 This Agreement is concluded in two original copies in English, each copy having the same legal force. This Agreement shall enter into force upon its signature by both Parties.

If you, Provider accept this agreement, please sign and return one copy of this agreement together with the required completed documents listed below.

**11. REGISTERED ADDRESSES AND BANKING DETAILS OF THE PARTIES**

SERVICE PROVIDER	CUSTOMER
<b>BANKING INFORMATION:</b>	<b>BANKING INFORMATION :</b>
Bank name: BC Moldova Agroindbank SA	Taxpayer's number: 1009620002093
Branch name	Bank name: "Victoriabank" SA
Bank address:	Branch name: Branch no. 3
SWIFT/BIC: AGRNMD2X	Banking address: 31 August str., 141, Chisinau, Moldova
Account number:	SWIFT Code: VICBMD2X416
IBAN (if applicable): MD18AG000000022592461930	IBAN: MD42VI022240300000299MDL
Name of account holder: <b>Gheorghe Nicolaescu</b>	National Federation of Agricultural Producers from Moldova, AGROinform
Currency of account: MDL	Currency of account: MDL
Correspondent bank information (if applicable):	
<b>CONSULTANT: Mr. Gheorghe NICOLAESCU</b>	<b>EXECUTIVE DIRECTOR: Mrs. Aurelia BONDARI</b>
 Signature: _____ Date: October 01, 2018	 Signature: _____ Date: October 01, 2018

## **ANNEX 1: TERMS OF REFERENCE**

**Country of Assignment:** Republic of Moldova, Tajikistan

**Duty Station:** Chisinau, Dushanbe

**Number of working days:** 29

### **1. BACKGROUND**

This assignment is part of the FAO/EBRD Cooperation Project “Improving high value trade opportunities in horticulture in Georgia, Moldova, Tajikistan and Uzbekistan”. Georgia, Moldova, Tajikistan and Uzbekistan are all relatively warm climate countries (although with different weather conditions), presenting excellent opportunities to develop horticultural value chains, including growing nuts, early fruits and vegetables. However, these countries have limited land and water resources. Efficient use of resources and focus on growing high value crops that could be exported or sold domestically is therefore imperative to support transition in these countries. Producers need support in identifying markets as well as business opportunities to market their products.

Georgia and Moldova are facing increased competition from imports as a result of the Deep and Comprehensive Free Trade Agreement (DCFTA) signed with the EU. Therefore, it is important to improve the competitiveness of local producers as well as assist them in realizing trade opportunities in new and advanced markets. The DCFTA will create business opportunities for high performing, internationally competitive companies to expand, but this will only be possible if the agribusiness sector, including horticultural production, adequately prepares for these new opportunities and trade pressures.

### **2. TERMS OF REFERENCE**

The objective of this project is to contribute to capacity development of the Moldovan, Georgian, Tajik and Uzbek horticulture sector along the value chain and improve efficiency of the horticultural sector via seminars/trainings, business conferences market analysis and technological audits.

The objective of the consultant assignment is to: (i) carry out the technological audit of the table grape sector in Tajikistan, (ii) accompany and assist international consultant during his mission of performing technological audit, (iii) prepare a presentation on how to improve the table grapes sector in Tajikistan, (iv) make a presentation during the conference on table grape in Tajikistan (v) provide on-site assistance in organizing the conference on table grapes in Moldova (developing agenda) (vi) make a presentation during the conference on table grape in Moldova.

#### **2.1 Description of services**

(i) Technological audit in Tajikistan

The technological audit of the table grape sector of Tajikistan will be conducted with the support of local consultant and should comprise the following information:

- Description of technologies used vs best global technological practices;
- Estimated investments needed to upgrade technologies;
- Estimated costs and returns at the current technologies compared to costs and returns at upgraded technologies;
- Estimated returns on investments to upgrade the technologies based on new market opportunities and/or lower costs.

(ii) Assist international consultant during his mission for performing technological audit in Moldova

- Prepare the program of the visit in cooperation with AGROinform project manager
- Accompany the international expert during his field visits and provide all necessary data/information on the table grape sector.

(iii) Prepare a power point presentation for the conference in Tajikistan

The power point presentation will include the main findings of the technological audit and will demonstrate new modern technologies and opportunities for improving the competitiveness of the sector. Special attention has to be paid on cost efficiency and trade opportunities.

- (iv) Make a power point presentation during conference in Tajikistan

The prepared presentation will be presented during the business conference in Tajikistan on table grapes.

- (v) Provide on-site assistance in organizing the conference on table grapes in Moldova.  
Particularly, assist contractor in developing agenda and selection of speakers for the event.
- (vi) Make a presentation during the conference on table grape in Moldova.

## **2.2 Outputs and time schedule**

During the assignment, you are expected to deliver the following outputs:

*Output 1: Report on technological audit of the table grape sector of Moldova and Tajikistan with following content (written in Russian language):*

- Technological Audit methodology
- Overview of the Moldovan and Tadjik Table Grapes Sector: surface, global production, productivity, costs and prices.
- Market of the table grapes in Tajikistan and Moldova: exports and imports and their structure
- Review of the existing production technologies in Tajikistan by type of farmers
- Comparative analysis between Moldovan and Tadjik production technologies
- Estimated investments needed to upgrade technologies;
- Estimated costs and returns at the current technologies compared to costs and returns at upgraded technologies;
- Estimated returns on investments to upgrade the technologies based on new market opportunities and/or lower costs.
- Conclusions and recommendations for improvement of the Tajik and Moldovan table grape sector

*Output 2: Presentation on possibilities for modernization and export opportunities of Tajik table grapes sector (written in Russian language).*

- Description of technologies used vs best global technological practices;
- Investment analysis for the upgrade technologies and cost returns.
- Market opportunities
- Conclusions and recommendations.

Output 3: Speech during the business conference on table grapes in Tajikistan (*in Russian language*)

Output 4: Agenda for the business conference on table grapes in Moldova (*written in Romanian language*)

Output 5: Speech during the business conference on table grapes in Moldova (*in Romanian language*)

<u>Outputs No.</u>	<u>Deliverable Name</u>	<u>Deadline</u>
Output 1	Report on technological audit of the table grape sector of Moldova and Tajikistan	October 29, 2018
Output 2	Presentation on possibilities for modernization and export opportunities of Moldovan table grapes sector.	November 30, 2018
Output 3	Speech during the conference, Tajikistan	December 12, 2018
Output 4	Agenda for the business conference on table grapes in Moldova	October 12, 2018
Output 5	Speech during the business conference on table grapes in Moldova	November 15, 2018

### 2.3 Activities and Level of effort

The contractor shall provide the payment for purposed activities as follows:

<u>No.</u>	<u>Activity</u>	<u>No. of days level of effort</u>
1	Travel Days for the Tajikistan Technological Audit Mission in the period of 13-20 October  Travel days for participation in the business conference on table grapes in Tajikistan (11-13 December), which will be held on 12 <sup>th</sup> of December.	8 days
2	Assist international consultant during his mission for performing technological audit in Moldova (8-12 October)	3 days
3	Conducting technological audit in the field, Tajikistan, 15-19 October	5 days
4	Preparation of the report for Tajikistan and Moldova	10 days
5	Preparation of the power point presentation for Tajikistan	1 day
6	Participation at the conference work with the speech, Tajikistan	1 day
7	Provide on-site assistance in organizing the conference on table grapes in Moldova.	0 days
8	Participation at the conference works in Moldova, provide the speech	1 day
	<b>Total number of days</b>	<b>29 days</b>

**CONSULTANT: Mr. Gheorghe NICOLAESCU**



Signature: \_\_\_\_\_

Date: October 01, 2018

to the Agreement No. **74 FAO-VC**  
of 1<sup>st</sup> of October 2018

### SERVICE DELIVERY CERTIFICATE

The public organization National Federation of Farmers of Moldova "AGROinform", represented by the Executive Director Aurelia Bondari, acting on the basis of the Articles of Association, hereinafter referred to as the Customer, on the one hand, and Mr. Gheorghe Nicolaescu, hereinafter referred to as the Provider, on the other hand, have signed this Certificate to certify the following:

Works performed/Services provided	The outcome of acceptance control (is/is not in compliance with the terms of the Agreement)
1. Subsistence Allowance (DSA) 2. The travel expenses from Khujand to Dushanbe	8*182=1456 USD 350 USD
<b>A. Total works/services in the amount of:</b>	<b>1806 USD</b>

The Customer certifies the compliance of services provided with the terms of the Agreement and the lack of claims to the Provider.

**Provider**

\_\_\_\_\_  
Gheorghe Nicolaescu, Consultant

**Customer**

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Aurelia Bondari, Executive Director