

**CONTRACT FOR APPRAISERS AND  
OTHER SERVICE PROVIDERS**

**giz** Deutsche Gesellschaft  
für Internationale  
Zusammenarbeit (GIZ) GmbH

Contract no.: 83437745  
Project: Baumaßnahmen - Starke Unternehmen und  
Kommunen für Moldau  
Processing no.: 21.2228.1-006.00  
Processed by: Petru Pirnau  
Telephone: +373 22 997920

Based on the General Terms of Contract (local) the present Contract is concluded between the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, represented by

**German Development Cooperation  
GIZ Office Chisinau  
73/1 Stefan cel Mare si Sfant St. 9th/fl  
Chisinau, MD-2001  
Republic of Moldova**

(referred to hereinafter as "GIZ")

and

**Gheorghe Elisei**

**19/10 Stefan cel Mare Str.  
Calarasi  
Moldova  
069008551**

(referred to hereinafter as "Contractor").

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

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Bonn and Eschborn, Germany

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Chairperson of the Supervisory Board  
Jochen Flasbarth, State Secretary

Management Board  
Thorsten Schäfer-Gümbel (Chair)  
Ingrid-Gabriela Hoven

Commerzbank AG Frankfurt am Main  
BIC (SWIFT): COBADE33XXX  
IBAN: DE45 5004 0000 0508 9555 00

**1. Purpose of the Contract**

Site Supervision at multiple objects in Soroca

**2. Terms of Reference**

The Contractor undertakes to perform the services listed in the Special Agreement (Annex 1).

**3. Period of Assignment**

In order to perform this Contract, it is anticipated that the Contractor shall work from 04.05.2023 to 31.12.2023.

**4. Reports/Appraisals**

Reporting/Submission of the study/The handover of work is governed by the Special Agreement (see Annex 1).

**5. Remuneration**

For the performance of services, the Contractor shall receive the following remuneration:

<b>Fee</b>						
2,500.00	MDL	x up to	90.0 Day/s			
lump sum				up to	225,000.00	MDL
<b>Travel expenses</b>						
6.00	MDL	x up to	5,250.0 Kilometer			
lump sum				up to	31,500.00	MDL
<b>Travel expenses</b>						
6.00	MDL	x up to	5,250.0 Kilometer			
lump sum				up to	31,500.00	MDL
<b>Total remuneration</b>				<b>up to</b>	<b>288,000.00</b>	<b>MDL</b>
(in words: Two hundred eighty-eight thousand, 00 MDL)						

All costs incurred in connection with the performance of the services are deemed settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other provisions".

## 6. Payments

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

**Interim payment** after settlement of services provided:

	<u>Anticipated date</u>	<u>Payment up to (MDL)</u>
1.	31.05.2023	35,375.00
2.	30.06.2023	35,375.00
3.	31.07.2023	35,375.00
4.	31.08.2023	35,375.00
5.	30.09.2023	35,375.00
6.	31.10.2023	35,375.00
7.	30.11.2023	37,875.00

**Final payment** after final invoice anticipated by 31.12.2023 up to 37,875.00 MDL.

The invoice must be submitted as 1 original with 1 copy(ies).

## 7. Other Provisions

The original vouchers must be submitted for all items of the Contract for which documentary proof is required.

## 8. General Terms of Contract

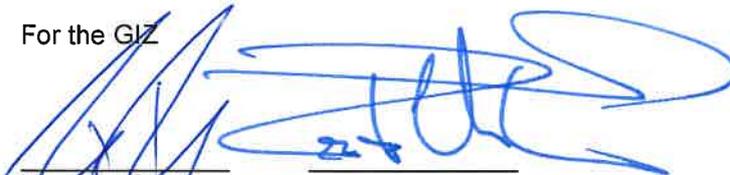
- 8.1 The Special Agreement shall constitute an integral component of the Contract.
- 8.2 The General Terms of Contract (local) shall constitute an integral component of the Contract. The Contractor hereby declares that it is familiar with the General Terms of Contract (local).
- 8.3 This Contract shall be drawn up in 2 originals. The Contractor shall receive one original.
- 8.4 All modifications to this Contract shall be made only in writing.

Contract: 63437745

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MD,

For the GLZ



Thomas Eoerch

Andrei Zapanovici

\_\_\_\_\_  
place, date



Gheorghe Elisei

Tax number  
42297012

Annexes

1. Special Agreement
2. General Terms of Contract (local) enclosed/known

**Special Agreement**

Contract no: 83437745  
 Project: Baumaßnahmen - Starke Unternehmen und Kommunen für Moldau  
 Project no: 21.2228.1-006.00  
 Contractor: Gheorghe Elisei

**1. Terms of Reference**

Following the detailed Terms of Reference (ToR) developed for the assignment, the Contractor (Engineer/Architect) will provide site supervision at multiple objects in Soroca.

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Lot 1 has already been tendered out and is currently in the contracting process. The object, Mihail Sadoveanu Library (Biblioteca Mihail Sadoveanu) is expected to be contracted for a full renovation in June 2023:

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	Objects	Measurement	Lot
<b>Soroca</b>	Centrul Revenire (Homeless care center)	sanitary bloc, small interior rehabilitation	Lot1
	Scoala Sportiva (Sport school)	interior rehabilitation, outside illumination, mini football field	Lot1
	Statia Salvare (Emergency station)	cosmetical renovation	Lot1
	Biblioteca Mihail Sadovianu (Library Mihail Sadoveanu)	full rehabilitation of the building	Separate tender Tbc

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The tasks of the Contractor are to fulfil all requirements which are necessary to complete technically and financially the small-scale reconstruction according to the national legislation.

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This includes, but is not limited to:

- The Engineer/Architect (contractor) shall assume all engineering functions and duties.
- Due and proper supervision of the execution of the construction work and mechanical, electrical and all other installation works to ensure that they conform with the specifications and drawings, the recognized engineering principles, and all applicable regulations.
- Provide technical advice and necessary support to all personnel assigned to the project.
- Regular site visits in accordance with the scope of work; not less than once a week for smaller projects.

- Conducting of weekly site meetings together with the contractor and other relevant parties involved.
- Monthly reports in English or Russian or Romanian language with description of progress and main challenges/changes (quality, time, costs etc.) with attached pictures (before and after).
- Examination and approval or rejection of materials for construction work supplied by the contractor.
- Amending of the working drawings in accordance with the actual execution of the work.
- Technical inspection of the execution of the structure to ensure that it conforms to the approved structural documents.
- Technical inspection of auxiliary construction requirements, e.g. scaffolding, crane ways, excavation supports, etc.
- Inspection of concrete production and processing at the building site and evaluation of quality controls.
- Follow-up of the working progress schedule provided by the contractor.
- Keeping of a construction diary.
- Joint measurements of the work in place with the building contractor. This includes the preparation of special measurement records for work that cannot be measured after the construction work has been completed. They shall be confirmed in writing by the building contractor and the supervisor.
- Preparation of and participation in taking-over procedures by the employer; independent taking-over, if instructed to do so by the employer.
- Participation in the handing-over of the completed project, compilation and handing over of the necessary documents; independent handing over and drawing up of the handing-over certificate to the project executing agency/beneficiary, if instructed to do so by the employer.
- Checking and, if necessary, correction of invoices, reports, lists, etc. of the building contractor(s) within the periods stipulated in the contract between the employer and the contractor(s). Calculations of quantities, accounting files and cost calculations shall be checked for technical and arithmetical accuracy and certified by date and signature. In order to show that this has been done, the Engineer/Architect shall tick all correct values and amounts reported.
- Examination of new prices for additional or amended services to ensure that they are in line with the cost estimate of the original tender on which the contract is based as well as the current local situation.
- Inspections during the Contractor's defects liability period and supervision of rectification of any faults and defects that may occur.

**2. Place(s) of Assignment**

The Republic of Moldova.

	Objects	GPS location
<b>Sor</b>	Centrul Revenire (Homeless care center)	48.15304438155519, 28.30286749622841

Scoala Sportiva (Sport school)	48.1767934439387, 28.318792082903798
Statia Salvare (Emergency station)	48.1646930891049, 28.309696686448238
Biblioteca Mihail Sadovianu (Library Mihail Sadoveanu)	48.15302811524429, 28.30035062294887

### 3. Reporting

Payments will be executed after the presentation of duly filled in invoice, timesheet, along with deliverables, which shall be submitted on a monthly basis. Mileage incurred with the personal vehicle shall be reported in detail on a separate logbook template.

Deliverables, formats and language:

Deliverables / Type of report	Contents	Format / Language	Submission deadline
Interim report	Monthly site reports on the progress and status quo on the construction sites.	Electronic format, Romanian/Russian/ English language	last dates of every month
Final report	Full set of documents needed according to the Moldavian legislation to finalise and hand over the small-scale renovation (construction diary incl. all technical documentation)	1 hard copy and 1 electronic copy*, Romanian/Russian/ English language	One week after finalization of the last object

### 4. Procurement of Equipment and Materials

Not applicable.

### 5. Other provisions

After each payment, GIZ will withhold all taxes, levies or fees due to the Government of Moldova, as provided by the national tax legislation in force.

All information pertaining to this assignment (documentary, audio, digital, cyber, project documents, etc.) belonging to the GIZ, which the service provider may meet during the performance of the duties under this service shall remain the property of the GIZ who shall have exclusive rights over their use. The contractor shall grant GIZ an exclusive and irrevocable right that is unlimited with respect to time, location and content to use all work results, including commercial use outside the measure. The originator expressly and additionally waives the right to be named as such.

Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the GIZ. All outputs produced in this action shall remain the property of the GIZ who shall have exclusive rights over their use.

All software, licenses, digital or other instruments, used within this assignment, should be procured from official suppliers, and/or downloaded from official web sites.

Work results for the purposes of SoW are all material and immaterial outputs that are created or procured in performance of the contract, especially studies, drafts, documentation, articles, information, illustrations, drawings, calculations, plans, photos, materials, film negatives, image files and other visual presentations.



GIZ's rights of use shall include the right to use the work results and existing work products without limitations with respect to time, content, and location. GIZ is further entitled to assign to third parties the rights of use granted or to grant third parties simple rights of use.

The contractor warrants that the work results are free from any copyright or other third-party rights that would prejudice the use of the work results. The contractor shall indemnify GIZ against all claims of third parties arising from the granting or exercise of the rights of use and shall reimburse GIZ for all costs arising in connection with a corresponding legal defence.

The political requirements and interests of the Moldovan government are basis for the commission. Should these requirements change, the contract should be adapted appropriately, the interests of both parties should be considered. The contract could be extended timewise and/or financially, if such is being required within the assignment implemented and upon project management approval.

All promotional and visibility materials developed and used during the assignment which will include financiers and implementers logos must be designed following the GIZ and co-financing corporate design and communication rules.

Visibility and communication materials will be coordinated prior to publication, dissemination or use with the GIZ Project Communications Officer. Only after obtaining the approval, the Expert will publish, disseminate, or use these products. Subsequently, similar products / materials do not require repeated coordination / approval.

Any publication without prior PT approval may cause penalties for supplier, according to GIZ rules, or unilateral termination of the contract.

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