

10133134

**UNITED NATIONS DEVELOPMENT
PROGRAMME**



Contract Ref: 10133134

Between United Nations Development Programme

and

(R) EUSEVAS CONS SRL

10133134

Model Contract

Introduction

Dear Sir/Madam,

Ref.: 00106290/ EU4MOLDOVA: Focal Regions

ITB23-02680: EU4MD/Construction of Zirnesti Hall from metal elements

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **Eusevas Cons SRL**, duly incorporated under the Laws of Moldova (hereinafter referred to as the "Contractor") in order to perform **construction works for the Hall from prefabricated metal elements in the town of Zirnești for the organization of the activity of the public service operator SRL Servcom Sud from the Cahul region** (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 – the Contractor's Price Schedules and Bills of Quantities submitted by the Contractor as part of their Bid dated 28 August 2023, including technical bid not attached hereto but known to and in the possession of both parties.

d) Technical drawings for the site under execution project 014/2023 "The car hall made of metal elements, for the organization of the activity of the public service operator SRL "ServComSud" from the Cahul region, on land with cadastral number 1742302.212, located in Zirnești commune, Zirnești village, Cahul district", prepared by the company SC "ARCA - CLASIC" SRL based on the Urban Planning Certificate No 8 of 26 April 2023, 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.

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Eusevas Cons SRL

Juridical Address R. Moldova, mun.Chisinau str.Alba Iulia 202.of.60

Physical Address: R. Moldova, mun.Chisinau str-la Florariei 1, of.25

2.Obligations of the Contractor

2.1 The Contractor shall commence work within 15 calendar days from the date on which he shall have been given access to the Site and received the notice to commence from UNDP, and shall perform and substantially complete the Works by **8 May 2024**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

2.2 The Contractor shall submit to UNDP the Programme of Work referred to in Clause 13 of the General Conditions by **15 November 2023**.

2.3 This Contract will come into effect on the day of signature by both parties and shall expire on **7 June 2025**.

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 up to **359,127 USD (three hundred fifty-nine thousand, one hundred twenty-seven US Dollars)**.

3.2 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.

3.3 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.

3.4 The Contractor shall submit an invoice for advance payment in an amount of **29,000 USD [twenty-nine thousand US Dollars]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every 20-40 days and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.

3.5 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.

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3.6 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.

3.7 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

3.8 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "EU4Moldova: Focal regions" and implemented by UNDP and UNICEF.

4.Special Conditions

4.1 The amounts of the payments referred to under section 3.1 above shall be subject to a deduction of **8% [eight percent]** of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the Performance guarantee referred to in 4.2 below.

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% (35,913 USD [thirty-five thousand nine hundred thirteen US Dollars])** of the total contract value within a maximum of fifteen (15) days of the contract signature by both parties. The receipt of the Performance Guarantee by UNDP shall be a condition for rendering the contract effective.

4.3 The **Maintenance Guarantee** shall be provided in the amount of **2% (7,183 USD [seven thousand one hundred eighty-three US Dollars])** of total contract value in form of a letter of bank guarantee to be valid until the end of the Warranty Period. Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Guarantee in exchange of a Maintenance Guarantee. If, within the warranty period after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair. If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee.

4.4 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.

4.5 According to Clause 45 of the General Conditions, the liquidated damages for delay are the following:

- In case the works are not completed within 6 months, **2.5%** of the total contract amount will be deducted out of the final invoice for each week of delay. Max. number of weeks of delay 4.

Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.

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 Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

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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: Moldindconbank SA

Account#: MD19ML000000002251049207

Contractor Fiscal Code: 1006600015070

All payments shall be made by UNDP in **Moldovan Leu (MDL)** at the UN Operational Rate of Exchange(www.un.org/Depts/treasury/) on the day of payment.

7. Modifications

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

Alexandru PELIVAN, EU4MD Programme Manager, UNDP Moldova

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

e-mail: alexandru.pelivan@undp.org

For the Contractor:

Name, Function: Eugeniu Botezatu, Director

Juridical Address: 202 Alba Iulia str., of.60, Chisinau, Moldova

Physical Address: 1 Florariei str., of.25, Chisinau, Moldova

Tel: 37322 101111

GSM: 373 69771100

e-mail: eusevas@mail.ru

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

Vitalie VIERU, EU4MD Project Officer/ Infrastructure

#104 Sciusev Street, Chisinau, Moldova

GSM: +373 799 98802

e-mail: vitalie.vieru@undp.org

Signature

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,

DocuSigned by:
Andrea Cuzyova 08-Nov-2023
30A862C5300B4B4...

Andrea CUZYOVA

Deputy Resident Representative

UNDP Moldova

For EUSEVAS CONS SRL

Agreed and Accepted:

Signature:

Name:

Title:

Date:



FORM H: PRICE SCHEDULE

Digitally signed by Botezatu Eugeniu
Date: 2023.10.02 15:24:49 EEST
Reason: MoldSign Signature
Location: Moldova



Name of bidder:	SRL "Eusevas Cons"	Date:	17 August 2023
ITB reference:	ItB23/02680		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

The Bidder is required to prepare the Price Schedule following the below format:

- Duly filled-in Price Schedule, as per form below indicating prices per categories of works in US dollars;
- Duly filled-in Bills of Quantities (as per Annex 1), including F3, F5 and F7 forms, as per national legislation requirements, calculated based on resource methodology (WinSmeta software or similar) in US dollars.

When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works:

<http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=347161>

<http://lex.justice.md/md/295702/>

Serious deviations from the provisions of these documents will serve grounds for disqualification.

Please, **ensure that no changes in the volume of works are allowed; no changes in codes for works are allowed; no changes in the volumes of resources in the norms of materials, cost of labor and tools are allowed; no changes in coefficient for norms are allowed.**

Please, **ensure that the human power remuneration is not less than medium required by the National Legislation in force (according to Ordinance nr. 14 of 10.02.2022, with the reference to the Approval of the Amendment CP L.01.02:2012/A2:2022 „Construction economics. Instructions for determining the estimate of expenses for construction salaries".)**

Currency of the Bid: US Dollars

Price Schedule

Item #	Description	Total Price, USD
1	1_1. Construction - architectural solutions	268 053.00
2	1_2. Water and sewage internal networks	4 021.00
3	1_3. Heating networks	2 558.00
4	1_4. Ventilation networks	15 802.00
5	1_5. Force electrical equipment / Interior electrical lighting-EEF/IEI	13 111.00
6	1_6. Fire alarm system	6 522.00
7	1_7. Power supply system: CL-0.4 kV, T1=0.146 km, T2=0.260 km, T3=0.037 km	31 804.00

8	1_8. Exterior lighting networks	16 585.00
9	1_9. Displacement of electrical network VL-0.4 kV, L=0.108 km	4 551.00
10	1_10. Dismantling the existing power line	213.00
TOTAL and All-inclusive PRICE (VAT 0%)		363 493.00

I, the undersigned, certify that I am duly authorized by [Click or tap here to enter text.](#) to sign this bid and bind [Click or tap here to enter text.](#) should [Click or tap here to enter text.](#) accept this bid:

Name : Botezatu Eugeniu

Title : Director

Date : 28.08.2023

Signature : _____

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**
Nr. 07-Cahul din 25 aprilie 2024

privind lucrarea ITB23/02680" Construction of Zirnesti Hall from metal elements " executată la obiectul "Construcția halei din elemente metalice în localitatea Zîrnești, pentru organizarea activității operatorului de servicii publice SRL "ServComSud" din regiunea Cahul" în cadrul contractului nr. 00106290/EU4MOLDOVA:Focal regions din 09 noiembrie 2023 încheiat între PNUD Moldova și "EUSEVAS CONS" SRL pentru lucrările de construcție.

1. Lucrările au fost executate în baza autorizației nr. 3, eliberată de Primăria comunei Zîrnești la 09.11.2023.
2. Comisia de recepție și-a desfășurat activitatea în intervalul 13-00 - 16-00 la 25 aprilie 2024, fiind formată din:

Beju Nicolae, primarul comunei Zîrnești, președintele comisiei
Plahotnîi Valeriu, administrator SRL "ServComSud", membru al comisiei
Leonte Constantin, primarul s. Andrușul de Jos, membru al comisiei
Codreanu Ina, primara s. Andrușul de Sus, membră a comisiei;
Savelenco Nicolae, primarul s. Roșu, membru al comisiei;
Goropceanu Dumitru, primarul s. Badicul Moldovenesc, membru al comisiei;
Grigore Marin, primarul com. Cucoara, membru al comisiei;
Dermenji Dumitru, contabil-șef al primăriei Zîrnești, membru al comisiei;
Țiu Mariana, consilieră locală a primăriei Zîrnești, membră a comisiei;
Vieru Vitalie, Programul UE4Moldova, inginer infrastructură comunitară, membru al comisiei;
Marțincovschii Vasile, Programul UE4Moldova, inginer/consultant local, membru al comisiei
Pleşca Sergiu, Programul UE4Moldova, ofițer proiect/îmbunătățirea serviciilor publice, membru

al comisiei

Florea Ludmila, Programul UE4Moldova, coordonatoare locală, membră a comisiei.

3. Au mai participat la recepție:
Botezatu Eugeniu, director "EUSEVAS CONS" SRL, antreprenorul lucrării
Nazarin Ion, responsabil tehnic;
Zagorodnii Valentina, administratoare SRL "Arca Clasic", proiectantul lucrării.

4. Constatările comisiei de recepție:
 - 1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete piesele cuprinse în lista-anexă nr. 1;
 - 2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate;
 - 3) în lucrările, cuprinse în lista-anexă nr.3, nu s-au respectat prevederile proiectului.

5. Comisia de recepție, în urma constatărilor făcute, propune:

A înainta spre recepție la terminarea lucrărilor obiectul "Construcția halei din elemente metalice în localitatea Zîrnești, pentru organizarea activității operatorului de servicii publice SRL "ServComSud" din regiunea Cahul".

6. Comisia de recepție motivează propunerea făcută prin:

Examinarea la obiect a calității și complexității lucrărilor efectuate, examinarea documentației tehnice de execuție.

7. Comisia de recepție recomandă următoarele:

A recepționa la terminarea lucrărilor obiectul "Construcția halei din elemente metalice în localitatea Zîrnești, pentru organizarea activității operatorului de servicii publice SRL "ServComSud" din regiunea Cahul" și a exploata obiectul conform destinației

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral 1742302.212, adresa poștală **satul Zîrnești, raionul Cahul**, destinația **servicii publice**, compus din următoarele construcții **Hală din construcții metalice**, suprafața totală, 200 m², **platformă din dale de pavaj** cu suprafața totală _____m2, îngrădire cu lungime de _____m conform certificatului despre rezultatele inspecției bunului imobil, anexat la prezentul proces-verbal.

8. Prezentul proces-verbal, conținând 1(una) file și 3(trei) anexe numerotate, cu un total de 4 (patru) file, a fost încheiat astăzi 25 aprilie 2024 la 16-00 în 5 (cinci) exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică:

Comisia de recepție:

Beju Nicolae

primarul comunei Zîrnești, președintele comisiei

Plahotni Valeriu

administrator SRL "ServComSud", membru al comisiei

Leonte Constantin

primarul s. Andrușul de Jos, membru al comisiei

Codreanu Ina

primara s. Andrușul de Sus, membră a comisiei;

Savelenco Nicolae

primarul s. Roșu, membru al comisiei;

Coropceanu Dumitru

primarul s. Badicul Moldovenesc, membru al comisiei;

Grigore Marin

primarul com. Cucoara, membru al comisiei;

Dermenji Dumitru

contabil-șef al primăriei Zîrnești, membru al comisiei;

Țiu Mariana

consilieră locală a primăriei Zîrnești, membră a comisiei;

Vieru Vitalie

Programul UE4Moldova, membru al comisiei;

Marțincovschii Vasilie

Programul UE4Moldova, membru al comisiei

Pleşca Sergiu

Programul UE4Moldova, membru al comisiei

Florea Ludmila

Programul UE4Moldova, membră a comisiei.

10. Lucrarea **ITB23/02680"Construction of Zirnesti Hall from metal elements"** este:

Transmisă:

Primită:

Executanții: "EUSEVAS CONS" SRL

Investitorul/Beneficiarul:

"25" 2024

"25" 2024

Director Eugen BOTEZATU

Primăria com. Zîrnești

Primar Nicolae BEJU

Inginer Program UE4Moldova, Regiuni-cheie

Vitalie VIERU

Anexa nr. 1
la Procesul – verbal de recepție
la terminarea lucrărilor
nr.07-Cahul din 25 aprilie 2024

Lista documentației scrisă și desenată lipsă

Comisia de recepție:

Beju Nicolae

~~primarul comunei Zîrnești, președintele comisiei~~

Plahotnîi Valeriu

administrator SRL "ServComSud", membru al comisiei

Leonte Constantin

primarul s. Andrușul de Jos, membru al comisiei

Codreanu Ina

primara s. Andrușul de Sus, membră a comisiei;

Savelenco Nicolae

primarul s. Roșu, membru al comisiei;

Goropceanu Dumitru

primarul s. Badicul Moldovenesc, membru al comisiei;

Grigore Marin

primarul com. Cucoara, membru al comisiei;

Dermenji Dumitru

contabil-șef al primăriei Zîrnești, membru al comisiei;

Tiu Mariana

consilieră locală a primăriei Zîrnești, membră a comisiei;

Vieru Vitalie

Programul UE4Moldova, membru al comisiei;

Martincovschii Vasilie

Programul UE4Moldova, membru al comisiei

Pleşca Sergiu

Programul UE4Moldova, membru al comisiei

Florea Ludmila

Programul UE4Moldova, membră a comisiei.

Anexa nr. 3
la Procesul – verbal de recepție
la terminarea lucrărilor
nr.07-Cahul din 25 aprilie 2024

Lista lucrărilor la care nu s-au respectat prevederile proiectului

A hand-drawn sketch of a stylized letter 'Z' on lined paper. The letter is formed by three connected strokes: a top horizontal stroke, a diagonal stroke from top-right to bottom-left, and a bottom horizontal stroke. The lines are slightly irregular, suggesting a hand-drawn style. The sketch is positioned in the center of the page, with the top horizontal stroke near the top line and the bottom horizontal stroke near the bottom line. The diagonal stroke crosses the middle line. The letter is drawn in blue ink.

Comisia de recepție:
Beju Nicolae

primarul comunei Zîrnești, președintele comisiei

Plahotnîi Valeriu

administrator SRL "ServComSud", membru al comisiei

Leonte Constantin

primarul s. Andrușul de Jos, membru al comisiei

Codreanu Ina

primara s. Andrușul de Sus, membră a comisiei;

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contabil-șef al primăriei Zîrnești, membru al comisiei;

Tiu Mariana

consilieră locală a primăriei Zîrnești, membră a comisiei;

Vieru Vitalie

Programul UE4Moldova, membru al comisiei;

Martincovschi Vasilie

Programul UE4Moldova, membru al comisiei

Pleşca Sergiu

Programul UE4Moldova, membru al comisiei

Florea Ludmila

Programul UE4Moldova, membră a comisiei.