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ДЕКЛАРАЦИЯ

Гарантийного периода, с минимальным гарантийным периодом на работы – 60 месяцев

В адрес Главное управление строительства и инфраструктуры АТО Гагаузии,
(наименование закупающего органа и полный адрес)

Уважаемые господа,

Обязуемся сохранять действительной минимальным гарантийным периодом на работы – 60 месяцев по закупке Ремонт местных дорог общего пользования на территории АТО Гагаузия в 2024 году путем процедуры закупки - открытый конкурс,

(тип процедуры закупки)

на срок минимальный 60 месяцев, (продолжительность прописью и цифрами), и она остается обязательной для нас и может быть принята в любое время до истечения ее срока действия.

Дата дополнения 14.08.2024

Офертант/кандидат
Ассоциация
Avtomagistrali-Pivdeni International SRL
AUTOMAGISTRAL-PIVDEN LLC (Украина)
(уполномоченная подпись)

CONTRACT

**RSP/W14/01 - Construction of Road M3 Chisinau – Comrat – Giurgiulesti –
Romanian border, sector Vulcanesti bypass (km 0+000 – km 8+580)**

between

**Î.S. Administrația de Stat a Drumurilor
(Employer)**

and

**Automagistral-Pivden LLC
(Contractor)**

(Volumes 1-6)

Chișinău

June 13, 2023

CONTRACT DOCUMENTS
Works Contract No. RSP/W14/01

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VOLUME 4	(g)	the Specification and Environmental Management Plan
VOLUME 5	(h)	the completed Bill of Quantities (including the Preamble)
VOLUME 6	(i)	the Topographic Survey and Borrow pit

CONTRACT
between
Î.S. Administrația de Stat a Drumurilor (Employer)
and
Automagistral-Pivden LLC
(Contractor)

VOLUME 1
Contract Agreement

RSP/W14/01

**Construction of Road M3 Chisinau – Comrat – Giurgiulesti – Romanian
border, sector Vulcanesti bypass (km 0+000 – km 8+580)**

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the 13th day of June, 2023.

BETWEEN

(1) **Î.S. Administrația de Stat a Drumurilor** and having its principal place of business at *12A Bucuriei street, Chisinau, MD-2004, Republic of Moldova* (hereinafter called "the Employer"), and

(2) **Automagistral-Pivden LLC**, a corporation incorporated under the laws of Ukraine and having its principal place of business at *21 R. Carmen street, Odesa, Ukraine, 65058* (hereinafter called "the Contractor").

WHEREAS the Employer invited tenders for the execution of the Works, described as *Construction of Road M3 Chisinau – Comrat – Giurgiulesti – Romanian border, sector Vulcanesti bypass (km 0+000 to km 8+580) under the Contract RSP/W14/01* and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents:

- (a) the Letter of Acceptance;
- (b) the Letter of Tender;
- (c) the Addenda No. 1, 2 to the Tender Documents;
- (d) the Particular Conditions;
- (e) the General Conditions;
- (f) the Drawings;
- (g) the Specification;
- (h) the Completed Bill of Quantities (including the Preamble);
- (i) the Topographic Survey and Borrow Pit.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The accepted Contract Amount, as reflected in the Letter of Tender and in Contractor's corrected "Bill of Quantities" is **EURO 21 291 226, 31 (twenty-one million two hundred ninety-one thousand two hundred twenty-six Euro and 0.31 eurocents)**, excluding Value Added Tax (VAT).

5. Payment of the amounts due to the Contractor under the Contract may only be made to the following bank account(s):

Payee's Account Name: Automagistral-Pivden LLC

Payee's Account No. (IBAN): MD35MO2251ASV91609587100

Payee's Bank Name: OTP Bank S.A

Payee's Bank Address: Moldova, Chisinau, Bd. Stefan cel Mare si Sfint 81A

MS

MC

SWIFT CODE: MOBBMD22XXX

Payee's Bank's Correspondent details:

Correspondent Bank Name: Commerzbank

Address: Frankfurt am Main, Germany

Account Name (IBAN):

Account Number:

SWIFT CODE: COBADEFFXXX

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of **Republic of Moldova** on the day, month and year indicated above.

Signed by: **Tymofeiev Mykola Sergiyovich**

Name and Title of Signatory

General Director

For and on behalf of the Contractor

Signed by: **Sergiu Bejan**

Name and Title of Signatory:

Interim General Director

For and on behalf the Employer

Date: 13.06.2023



Date: 13.06.2023



MB

JC