

10 ianuarie 2020

Scrisoare de confirmare

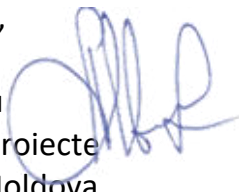
Prin prezenta, confirmăm faptul că în perioada 2014 – 2017 compania „IGC-Construct” SRL a efectuat lucrări de proiectare a mai multor obiecte de infrastructură socială, inclusiv **Oficiul Medicilor de Familie din Molovata Nouă și Oficiul Medicilor de Familie din Hagimus, r-ul Căușeni**. Serviciile prestate au inclus de asemenea elaborarea caietelor de sarcini, estimarea costurilor pentru reconstrucția instituțiilor date și supravegherea de autor, oferind cele mai bune condiții sub aspect tehnic, financiar și termeni de realizare.

Pe parcursul desfășurării activităților de proiectare compania „IGC-Construct” SRL a dat dovadă de profesionalism și experiență. În relațiile cu beneficiarul, s-a manifestat ca un partener punctual, exigent și corect. Compania a respectat normativele legale din domeniu, oferind soluții tehnice novatorii și optimizând procesul de execuție a lucrărilor, combinând cu succes tehnologiile moderne și profesionalismul specialiștilor. Activitățile de proiectare au fost îndeplinite calitativ și în termenii stabiliți.

În acest context, putem menționa că colaborarea cu compania „IGC-Construct” SRL a fost una din cele mai reușite, marcată prin calitate înaltă atât la etapa de derulare a activităților de proiectare, cât și la etapa de supraveghere de autor.

Cu respect,

Viorel Albu
Manager Proiecte
PNUD în Moldova
Tel. (+373) 691 82848
viorel.albu@undp.org



09.12.15



*Empowered lives.
Resilient nations.*

**Contract for Professional Services
between UNDP and IGC-Construct SRL**

Date: 09 December 2015

Dear Sir/Madam,

Ref.: **SCBM / 00094646**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage the **IGC-Construct SRL**, duly incorporated under the Laws of Moldova (hereinafter referred to as the "Contractor") in order to perform services in respect of **Provision of technical design and development of cost estimates for 4 social infrastructure projects in Corjova and Hagimus villages, Tiraspol and Ribnita towns** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services 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 letter;
 - b) the Terms of Reference [ref. RfP15/01147 dated 22/10/2015], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref RfP15/01147, dated 22/10/2015] and financial proposal dated 12/11/2015, both documents 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.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

Item no.	Name	Position for this contract	Period of Service
1.	Iurie Condrea	Task Manager	24 months
2.	Serghei Rogojin	Chief Project Architect 1	24 months
3.	Nicolai Cliusnicov	Chief Project Architect 2	24 months
4.	Alexandru Pilipciuc	Chief Project Engineer 1	24 months
5.	Liudmila Socinscaia	Chief Project Engineer 2	24 months
6.	Vadim Vesca	Design Engineer 1	24 months
7.	Natalia Chireeva	Design Engineer 2	24 months
8.	Grigorii Tibulco	Engineer (installations and networks of water supply and sewage)	24 months
9.	Liubovi Cudreavteva	Electric Engineer	24 months
10.	Gheorghe Munteanu	Engineer (communication wiring)	24 months
11.	Antonina Bogoslavscaia	Cost Estimation Specialist	24 months

- 2.3 Any changes in the above key personnel shall require prior written approval of Mr. Viorel Albu, SCBM Project Manager, UNDP Moldova.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

Deliverable/milestone	Indicative timeframe
1. Preparatory Work - revised timeframe, topographic and geodesic inspection, preliminary technical drawings submitted to and agreed with UNDP;	By 15 December, 2015
2. Structural design documents (technical documentation and drawings) elaborated, as per attached ANNEX II Terms of Reference	By 01 March, 2016
3. Structural design documents approved by all state authorities. Bill of quantities and cost estimates for reconstruction/construction works, according to approved final technical specifications and drawings, elaborated and approved by relevant authorities	By 25 March, 2016
4. Project supervision by author	By 09 December, 2017

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by e-mail to the address specified in 9 below.
- 2.7 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 deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

6/14

3. **Price and payment**

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of **US\$ 68,464.00 [sixty eight thousand four hundred and sixty four US dollars]**.
- 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 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 Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE/DELIVERABLE	AMOUNT	TARGET DATE
1 (Upon submission of Deliverable 1)	US\$ 25,000	15 December 2015
2 (Upon submission Deliverable 2)	US\$ 36,664	01 March, 2016
3 (Upon submission of Deliverable 3)	US\$ 6,800	25 March, 2016

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. **Special conditions**

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.1.1 **Security**
The Contractor shall:
- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.
- 4.2 **Audits and Investigations**
Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the

company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

- 4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

- 4.4 The Contractor shall ensure visibility of the project results in line with EU-UNDP regulations on communication and visibility and to coordinate with UNDP all visibility materials.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address: **UNDP in Moldova, #131, 31 August 1989 str., Chisinau 2012, Moldova.**
- 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 acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by UNDP in Moldovan Leu (MDL) at the UN Operational Rate of Exchange (<http://treasury.un.org/operationalrates/OperationalRates.aspx>) on the day of payment to the following Bank account of the Contractor:

NAME OF THE BANK: BC Moldova Agroindbank, fil. Chisinau-Centru, Chisinau

ACCOUNT NUMBER: 2251352464

BANK CODE/SWIFT: AGRNMD2X723

BENEFICIARY ACCOUNT NAME: IGC-Construct SRL

CONTRACTOR FISCAL CODE: 1004600070790

7. **Entry into force. Time limits.**

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than **09 December 2015**, and shall complete the Services within 24 months from the moment of signature of such commencement, but no later than **09 December, 2017**. The Contractor shall complete Structural design documents within *90 calendar days* from the moment of signature of the Scope of Work for each project.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. **Modifications**

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and of UNDP.

9. **Notifications**

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Viorel ALBU, SCBM Project Manager, UNDP Moldova
#131, 31 August 1989 Street, MD 2012 Chisinau, Moldova
Tel: (+373 22) 839 872
Fax: +373-22-83 98 69
e-mail: viorel.albu@undp.org

For the Contractor:

Iurie CONDREA, Director of IGC-Construct SRL
6 bd. Moscovei, Chisinau, Moldova
Tel: (+373 22) 49 60 67
Tel/Fax: (+373 22) 31 10 61
GSM: 0690 35985

If the above terms and conditions meet with your agreement as they are 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,



Narine SAHAKYAN
Deputy Resident Representative

For the IGC-Construct SRL

Agreed and Accepted:

Signature: _____

Name: Iurie CONDREA

Title: Director

Date: _____



Cluj