

INVESTITOR:

PROCES-VERBAL DE RECEPȚIE FINALĂ

Nr. 10 din 20 noiembrie 2022

Obiectul privind: *"Construcția unui ansamblu residential ,compus din 6 blocuri locative (RI 2S+P+9E)(poz.1,2,4,5), S+D+P+8E (poz.3), S+D+P+9E (poz.6) cu parcare subterana in doua nivele si obiectiv comercial /RI:S+D+P: din str. Nicolae Sulac/Nicolae Milescu Spataru din mun. Chisinau"* conform contractului de subantrepriza incheiat intre SRL „Prestigiu Az” si SRL „Estate Invest Company” pentru *"Construcția unui ansamblu residential ,compus din 6 blocuri locative (RI 2S+P+9E)(poz.1,2,4,5), S+D+P+8E (poz.3), S+D+P+9E (poz.6) cu parcare subterana in doua nivele si obiectiv comercial /RI:S+D+P: din str. Nicolae Sulac/Nicolae Milescu Spataru din mun. Chisinau"*

1. Comisia de recepție și-a desfășurat activitatea în intervalul de **o zi**, fiind formată din:

Membrii comisiei:

Magaliuc Ion	director SRL „Estate Invest company”
Stoianov Victor	inginer sectie productie
Placinta Radion	responsabil tehnic
Sergiu Ciobanu	director SC “Prestigiu Az” SRL.
Ion Beșelea	diriginta de șantier constructie montaj

3. Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor contractate, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei-anexă nr. 1;
- 2) lucrările au fost complet terminate la data de august 2022;
- 3) observațiile comisiei de recepție finală sînt prezentate în lista-anexă nr. 2;
- 4) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului (nu) sînt în posesia utilizatorului;
- 5) construcția s-a comportat corespunzător în perioada de la terminarea ei la data de noiembrie 2022 pînă în prezent, respectiv pe o durată de 3 luni;
- 6) valoarea obiectului este de **67 000,0 mii lei**.

4. În baza constatărilor făcute, comisia de recepție finală propune: *"Construcția unui ansamblu residential ,compus din 6 blocuri locative (RI 2S+P+9E)(poz.1,2,4,5), S+D+P+8E (poz.3), S+D+P+9E (poz.6) cu parcare subterana in doua nivele si obiectiv comercial /RI:S+D+P: din str. Nicolae Sulac/Nicolae Milescu Spataru din mun. Chisinau"*---receptionarea lucrarilor,

5. Comisia de recepție finală motivează propunerea făcută prin finisarea lucrarilor.

6. Comisia de recepție finală recomandă următoarele: **De receptionat** *"Construcția unui ansamblu residential ,compus din 6 blocuri locative (RI 2S+P+9E)(poz.1,2,4,5), S+D+P+8E (poz.3), S+D+P+9E (poz.6) cu parcare subterana in doua nivele si obiectiv comercial /RI:S+D+P: din str. Nicolae Sulac/Nicolae Milescu Spataru din mun. Chisinau"*

7. Prezentul proces-verbal, conținând 2 file și 1 anexe numerotate, cu un total de 2 file, a fost încheiat astăzi 20 noiembrie 2022 la obiectul nominalizat în 3 (trei) exemplare.

Comisia de recepție finală:

Semnatura

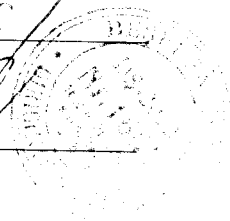
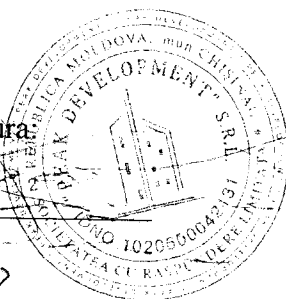
Dercaci Dorel

Stoianov Victor

Placinta Radion

Sergiu Ciobanu

Ion Beșelea





This project is funded by
the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

CONTRACT FORM
WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS
NO. 2SOFT/4.2/71/LP-004

NO. 46 FROM 24.11 2021

FINANCED FROM THE EU GENERAL BUDGET
(PREPARED ACCORDING TO PRAG RULES)

Between

**Republican Training Center of the General Inspectorate for Emergency Situations of
Ministry of Internal Affairs from Republic of Moldova, MD-2060, Mun. Chişinău, 8/1,
Cuza-Vodă bd, E-mail: cri@dse.md, represented by Ghenadie DANILIUC**

("The Contracting Authority"),

of the one part,

and

**"Prestigiu-AZ" SRL, Fiscal code: 1005600037219, VAT number: 0404180, Legal address:
village Corjova, district Criuleni, Republic of Moldova, Address of head office: of. 409, 11/6,
Mircea cel Batrin str. MD-4817, Chisinau, Republic of Moldova, e-mail: presigiu@mail.ru,
represented by Sergiu CIOBANU**

("the Contractor")

of the other part,

have agreed as follows:

PROJECT "Increasing the protection of the population in emergency situation caused by
natural disasters in the cross-border area" (2SOFT/4.2/71)

CONTRACT TITLE:

**Renovation works for Republican Training Center in Razeni (infrastructure works) for
Republican Training Center of the General Inspectorate for Emergency Situation of the
Ministry of Internal Affairs from Republic of Moldova**

Identification number 2SOFT/4.2/71/LP-004

Whereas the Contracting Authority would like the Contractor to carry out the following works:

Construction works of Republican Training Center in Razeni, Republic of Moldova

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
 - (a) the Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) Forms F3, F5 and F7 from WinCmeta 2020, Neo, WinDoc
 - (e) the Technical and /or Performance Specifications,
 - (f) the Design Documentation (drawings),
 - (g) any other documents forming part of the Contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.

(4) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (excluding VAT/other taxes) **5.088.636,22 MDL** (five million, eighty-eight thousand, six hundred thirty-six,22 MDL).
- VAT taxes : 0 %

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. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

(5) Other specific conditions applying to the Contract

Not the case

In witness whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

This contract, drawn up, shall enter into force upon its signing and shall act until the execution of each of the parties obligations assumed in accordance with this contract, being valid until **July 31, 2022**.

Done in English in three originals, two originals for the Contracting Authority, one and one original for the Contractor.

For the Contractor

Name: Sergiu CIOBANU

Title: Director

Signature:

Date:



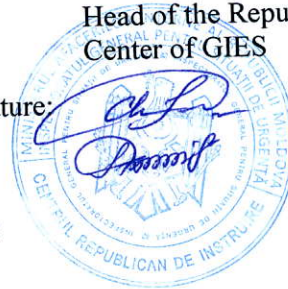
For the Contracting Authority

Name: Ghenadie DANILIUC

Title: Head of the Republican Training Center of GIES

Signature:

Date:



Payment dates of the parties

For the Contractor

Name: "Prestigiu-AZ" SRL

Fiscal code 1005600037219

IBAN MD40AG000000022512217993

Bank Code AGRNMD2X

Bank Name MOLDOVA-AGROINDBANK SA

For the Contracting Authority

Name: Republican Training Center of the General Inspectorate for Emergency Situations of Ministry of Internal Affairs from Republic of Moldova

Fiscal code 1006601000576

IBAN: MD13TRPBAA311120A00651AD;
MD57TRPHAA311120C00651AB.

*a.u 2021 cota RM - 445000,00 lei
UE - 1584000,00 lei*

a.u 2022 - 3056636,22 lei

Bank Code TREZMD2X

Bank Name Ministry of Finance - State Treasury





This project is funded by
the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO. 2SOFT/4.2/85/

47 days 24.11.2021

FINANCED FROM THE EU GENERAL BUDGET

Between

Republican Training Center of the General Inspectorate for Emergency Situations of
Ministry of Internal Affairs from Republic of Moldova, MD-2060, Mun. Chişinău, 8/1,
Cuza-Vodă bd, E-mail: cri@dse.md, represented by Ghenadie DANILIU

("The Contracting Authority"),

of the one part,

and

"Prestigiu-AZ" SRL, Fiscal code: 1005600037219, VAT number: 0404180, Legal address:
village Corjova, district Criuleni, Republic of Moldova, Address of head office: of. 409, 11/6,
Mircea cel Batrin str. MD-4817, Chisinau, Republic of Moldova, e-mail: presigiu@mail.ru,
represented by Sergiu CIOBANU

("the Contractor")

of the other part,

have agreed as follows:

**PROJECT "Improving response time for emergency situations in the cross-border area by
renovating and equipping the infrastructure necessary for training and effectively
managing the population in the provision of the first aid" – 2SOFT/4.2/85**

**CONTRACT TITLE: Renovation works of the module for granting qualified first aid
within the Republican Training Center in Razeni (infrastructure works) for Republican
Training Center of the General Inspectorate for Emergency Situation of the Ministry of
Internal Affairs from Republic of Moldova (2SOFT/4.2/85)**

Identification number 2SOFT/4.2/85/

Whereas the Contracting Authority would like the Contractor to carry out the following works:
**Renovation works of the module for granting qualified first aid within the Republican
Training Center in Razeni (infrastructure works)** and has accepted a tender by the Contractor
for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
- (a) the Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) Forms F3, F5 and F7 from WinCmeta 2020, Neo, WinDoc
 - (e) the Technical and /or Performance Specifications,
 - (f) the Design Documentation (drawings),
 - (g) any other documents forming part of the Contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.

(4) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (excluding VAT/other taxes) **5.725.516,54 MDL** (five million, seven hundred and twenty-five thousand, five hundred and sixteen,54 MDL).
- VAT taxes : 0 %

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. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

(5) Other specific conditions applying to the Contract

Not the case

In witness whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

This contract, drawn up, shall enter into force upon its signing and shall act until the execution of each of the parties obligations assumed in accordance with this contract, being valid until **July 31, 2022**.

Done in English in three originals, two originals for the Contracting Authority, one and one original for the Contractor.

For the Contractor

Name: Sergiu CIOBANU

Title: Director

Signature:

Date:



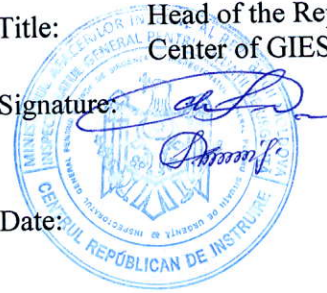
For the Contracting Authority

Name: Ghenadie DANILIUC

Title: Head of the Republican Training Center of GIES

Signature:

Date:



Payment dates of the parties

For the Contractor

Name: "Prestigiu-AZ" SRL

Fiscal code 1005600037219

IBAN MD40AG00000022512217993

Bank Code AGRNMD2X

Bank Name MOLDOVA-AGROINDBANK SA

For the Contracting Authority

Name: Republican Training Center of the General Inspectorate for Emergency Situations of Ministry of Internal Affairs from Republic of Moldova

Fiscal code 1006601000576

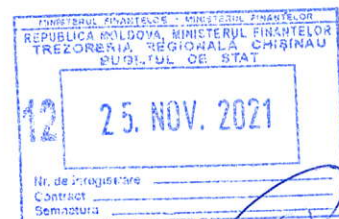
IBAN MD13TRPBAA311120A00651AD
MD05TRPHAA311120B00651AB

Bank Code TREZMD2X

Bank Name Ministry of Finance - State Treasury

*a. u 2021 cota RM - 494400,00 lei
ME - 1545600,00 lei*

a. u 2022 - 3685516,54 lei





This project is funded by
the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

**ADDENDUM N ° 1 din 20.06. 2022
LA CONTRACTUL WORKS NR. 46 / 24.11.2021**

Centrul Republican de Instruire al Inspectoratului General pentru Situații de Urgență al Ministerului Afacerilor Interne al Republicii Moldova, MD-2060, Mun. Chișinău, 8/1, bd Cuza-Vodă, e-mail: cri@dse.md, reprezentată de Victor MÎRZA

(„Autoritatea Contractantă”),

de o parte,

și

”Prestigu-AZ” SRL, Cod fiscal: 1005600037219, Nr. TVA: 0404180, Adresa legala: sat Corjova, raion Criuleni, Republica Moldova, Adresa sediului social: of. 409, 11/6, str. Mircea cel Batrin, MD-4817, Chișinău, Republica Moldova, e-mail: presigiu@mail.ru, reprezentat de Sergiu CIOBANU

(„antreprenorul”)

de cealalta parte,

au convenit după cum urmează:

PROIECTUL „Creșterea protecției populației în situație de urgență cauzată de dezastre naturale în zona transfrontalieră” (2SOFT/4.2/71)

TITLUL CONTRACTULUI:

**Lucrări de renovare pentru Centrul Republican de Instruire din s. Răzeni (lucrări de infrastructură)
Centrul Republican de Instruire al Inspectoratului General pentru Situații de Urgență al Ministerului
Afacerilor Interne din Republica Moldova
Număr de identificare 2SOFT/4.2/71/LP-004**

Următoarele prevederi ale contractului sunt serviciile indicate în oferta contractantului , încheiat între Autoritatea Contractantă și Contractant la 24.11.2021 („Contractul”), se înlocuiește după cum urmează:

Articolul 4:

- Prețul contractului (fără TVA/alte taxe) **5.088.636,22 MDL** (cinci milioane, optzeci și opt mii șase sute treizeci și șase, 22 MDL).

- TVA: 0%

De adăugat un subpunct nou,

- Suma contractului pentru anii 2022-2023 (fără TVA/alte taxe) este de **3.056.636,22 MDL** (trei milioane, cincizeci și șase mii șase sute treizeci și șase, 22 MDL).

- TVA: 0%

Articolul 5:

din,

”prezentul contract, fiind valabil până la data de **31 iulie 2022**”

în

”contractul actual este valabil până la data de **01 martie 2023**”

Toți ceilalți termeni și condiții ale contractului și ale anexelor anterioare ale acestuia rămân neschimbate. Acest act adițional va face parte integrantă din contract și va intra în vigoare la data ulterioară a semnării de către părți.



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Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

**ADDENDUM N° 1 din 20.06. 2022
LA CONTRACTUL WORKS NR. 46 / 24.11.2021**

Întocmit în engleză în trei exemplare originale: un original pentru autoritatea contractantă, unul original pentru Comisia Europeană și un original pentru contractant.

Datele de plată ale părților

Pentru Antreprenor

Nume: Sergiu CIOBANU

Titlu: Director

Semnatura:

Data:



Pentru Autoritatea Contractantă

Nume: Victor MÎRZA

Titlu: Șef adjunct al Centrului
Republican de Instruire al IGSU

Semnatura:

Data:



Datele de plată ale părților

Pentru Antreprenor

Nume: "Prestigiu-AZ" SRL

Cod fiscal 1005600037219

IBAN MD40AG00000022512217993

Cod Bancar AGRNMD2X

Banca MOLDOVA-AGROINDBANK
SA

Pentru Autoritatea Contractantă

Name: Centrul Republican de
Instruire al Inspectoratului
General pentru Situații de
Urgență al MAI

Cod fiscal 1006601000576

IBAN: 2022 MD56TRPBAA311120A00651AF 1411280,35
MD03TRPHAA311120C00651AD 42470000

Cod Bancar TREZMD2X

Banca Ministerul Finanțelor – Trezoreria
de Stat

2021-0000017451 din 25.11.2021

Between

15 ianuarie 2016
Acord prelungire contract infrastructura soft 71





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Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

ADDENDUM N^o 1 din 20.06. 2022
LA CONTRACTUL WORKS NR. 47 / 24.11.2021

Centrul Republican de Instruire al Inspectoratului General pentru Situații de Urgență al Ministerului Afacerilor Interne al Republicii Moldova, MD-2060, Mun. Chișinău, 8/1, bd Cuza-Vodă, e-mail: cri@dse.md, reprezentată de Victor MÎRZA

(„Autoritatea Contractantă”),

de o parte,

și

„Prestigu-AZ” SRL, Cod fiscal: 1005600037219, Nr. TVA: 0404180, Adresa legala: sat Corjova, raion Criuleni, Republica Moldova, Adresa sediului social: of. 409, 11/6, str. Mircea cel Batrin, MD-4817, Chișinău, Republica Moldova, e-mail: presigiu@mail.ru, reprezentat de Sergiu CIOBANU

(„antreprenorul”)

de cealalta parte,

au convenit după cum urmează:

PROIECT” Îmbunătățirea timpului de răspuns pentru situații de urgență în zona transfrontalieră prin renovarea și dotarea infrastructurii necesare instruirii și gestionării efective a populației în acordarea primului ajutor” – 2SOFT/4.2/85

TITLUL CONTRACTULUI: Lucrări de renovare a modului de acordare a primului ajutor calificat din cadrul Centrului Republican de Instruire din Răzeni (lucrări de infrastructură) pentru Centrul Republican de Instruire al Inspectoratului General pentru Situații de Urgență al Ministerului Afacerilor Interne din Republica Moldova
Număr de identificare 2SOFT/4.2/85/

Următoarele prevederi ale contractului sunt serviciile indicate în oferta contractantului , încheiat între Autoritatea Contractantă și Contractant la 24.11.2021 („Contractul”), se înlocuiește după cum urmează:

Articolul 4:

- Prețul contractului (fără TVA/alte taxe) **5.725.516,54 MDL** (cinci milioane, șapte sute douăzeci și cinci mii cinci sute șaisprezece, 54 MDL).

- TVA: 0%

De adăugat un subpunct nou

- Suma contractului pentru anii 2022-2023 (fără TVA/alte taxe) **este de 3.685.516,54 MDL** (trei milioane, șase sute optzeci și cinci mii cinci sute șaisprezece, 54 MDL).

- TVA: 0%

Articolul 5:

din

”prezentul contract, fiind valabil până la data de **31 iulie 2022**”

în

”contractul este valabil până la data de **01 martie 2023**”



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Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

**ADDENDUM N^o 1 din 20.06.2022
LA CONTRACTUL WORKS NR. 47 / 24.11.2021**

Toți ceilalți termeni și condiții ale contractului și ale anexelor anterioare ale acestuia rămân neschimbate. Acest act adițional va face parte integrantă din contract și va intra în vigoare la data ulterioară a semnării de către părți.

Întocmit în engleză în trei exemplare originale: un original pentru autoritatea contractantă, unul original pentru Comisia Europeană și un original pentru contractant.

Datele de plată ale părților

Pentru Antreprenor

Nume: Sergiu CIOBANU

Titlu: Director

Semnatura:

Data:



Pentru Autoritatea Contractantă

Nume: Victor MÎRZA

Titlu: Șef adjunct al Centrului
Republican de Instruire al IGSU

Semnatura:

Data:



Datele de plată ale părților

Pentru Antreprenor

Nume: "Prestigiu-AZ" SRL

Cod fiscal 1005600037219

IBAN MD40AG00000022512217993

Cod Bancar AGRNMD2X

Banca MOLDOVA-AGROINDBANK
SA

Pentru Autoritatea Contractantă

Name: Centrul Republican de
Instruire al Inspectoratului
General pentru Situații de
Urgență al MAI

Cod fiscal 1006601000576

IBAN: 2022 MD56TRPBAA311120A00651AF 1955019,65

Cod Bancar TREZMD2X

Banca Ministerul Finanțelor – Trezoreria
de Stat

2023 - 1730496,89

2021-0000017456 din 25.11.21



This project is funded by
the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

ADDENDUM N ° 2 din 16.11. 2022
LA CONTRACTUL WORKS NR. 46 / 24.11.2021

Centrul Republican de Instruire al Inspectoratului General pentru Situații de Urgență al Ministerului Afacerilor Interne al Republicii Moldova, MD-2060, Mun. Chișinău, 8/1, bd Cuza-Vodă, e-mail: cri@dse.md, reprezentată de Victor MÎRZA

(„Autoritatea Contractantă”),

de o parte,

și

”Prestigu-AZ” SRL, Cod fiscal: 1005600037219, Nr. TVA: 0404180, Adresa legala: sat Corjova, raion Criuleni, Republica Moldova, Adresa sediului social: of. 409, 11/6, str. Mircea cel Batrin, MD-4817, Chișinău, Republica Moldova, e-mail: presigiu@mail.ru, reprezentat de Sergiu CIOBANU

(„antreprenorul”)

de cealalta parte,

au convenit după cum urmează:

PROIECTUL „Creșterea protecției populației în situație de urgență cauzată de dezastre naturale în zona transfrontalieră” (2SOFT/4.2/71)

TITLUL CONTRACTULUI:

**Lucrări de renovare pentru Centrul Republican de Instruire din s. Răzeni (lucrări de infrastructură)
Centrul Republican de Instruire al Inspectoratului General pentru Situații de Urgență al Ministerului
Afacerilor Interne din Republica Moldova
Număr de identificare 2SOFT/4.2/71/LP-004**

Următoarele prevederi ale contractului sunt serviciile indicate în oferta contractantului , încheiat între Autoritatea Contractantă și Contractant la 24.11.2021 („Contractul”), se înlocuiește după cum urmează:

Articolul 4:

- Prețul contractului (fără TVA/alte taxe) **5.088.636,22 MDL** (cinci milioane, optzeci și opt mii șase sute treizeci și șase, 22 MDL).

- TVA: 0%

De adăugat un subpunct nou,

- Suma contractului pentru anul 2022 (fără TVA/alte taxe) **este de 3.056.636,22 MDL** (trei milioane, cincizeci și șase mii șase sute treizeci și șase, 22 MDL).

- TVA: 0%

Articolul 5:

din,

”prezentul contract, fiind valabil până la data de **31 iulie 2022**”

în

”contractul actual este valabil pînă la data de **01 martie 2023**”

Toți ceilalți termeni și condiții ale contractului și ale anexelor anterioare ale acestuia rămân neschimbate. Acest act adițional va face parte integrantă din contract și va intra în vigoare la data ulterioară a semnării de către părți.



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Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

ADDENDUM N ° ____ din _____ 2022
LA CONTRACTUL WORKS NR. 46 / 24.11.2021

Întocmit în engleză în trei exemplare originale: un original pentru autoritatea contractantă, unul original pentru Comisia Europeană și un original pentru contractant.

Datele de plată ale părților

Pentru Antreprenor

Nume: Sergiu CIOBANU

Titlu: Director

Semnatura:

Data:



Pentru Autoritatea Contractantă

Nume: Victor MÎRZA

Titlu: Șef adjunct al Centrului
Republican de Instruire al IGSI

Semnatura:

Data:



Datele de plată ale părților

Pentru Antreprenor

Nume: "Prestigiu-AZ" SRL

Cod fiscal 1005600037219

IBAN MD40AG000000022512217993

Cod Bancar AGRNMD2X

Banca MOLDOVA-AGROINDBANK
SA

Pentru Autoritatea Contractantă

Name: Centrul Republican de
Instruire al Inspectoratului
General pentru Situații de
Urgență al MAI

Cod fiscal 1006601000576

IBAN: MD56TRPBAA311120A00651AF 2119430,57
MD03TRPHAA311120C00651AD 937205,65

Cod Bancar TREZMD2X

Banca Ministerul Finanțelor – Trezoreria
de Stat

Between

15 ianuarie 2016
eb74848e-a9da-45b9-95fc-9ab586b29d0a.docx



Pagină 2 de 5



This project is funded by
the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

ADDENDUM N ° 2 din 23.11.2022
LA CONTRACTUL WORKS NR. 47 / 24.11.2021

Between

Republican Training Center of the General Inspectorate for Emergency Situations of Ministry of Internal Affairs from Republic of Moldova, MD-2060, Mun. Chişinău, 8/1, Cuza-Vodă bd, E-mail: cri@dse.md, represented by Victor MÎRZA

("The Contracting Authority"),

of the one part,

and

"Prestigiu-AZ" SRL, Fiscal code: 1005600037219, VAT number: 0404180, Legal address: village Corjova, district Criuleni, Republic of Moldova, Address of head office: of. 409, 11/6, Mircea cel Batrin str. MD-4817, Chisinau, Republic of Moldova, e-mail: presigiu@mail.ru, represented by Sergiu CIOBANU

("the Contractor")

of the other part,

have agreed as follows:

PROJECT "Improving response time for emergency situations in the cross-border area by renovating and equipping the infrastructure necessary for training and effectively managing the population in the provision of the first aid" – 2SOFT/4.2/85

CONTRACT TITLE: Renovation works of the module for granting qualified first aid within the Republican Training Center in Razeni (infrastructure works) for Republican Training Center of the General Inspectorate for Emergency Situation of the Ministry of Internal Affairs from Republic of Moldova (2SOFT/4.2/85)

Identification number 2SOFT/4.2/85/

The following provisions of the contract are the services indicated in the contractor's tender, concluded between the Contracting Authority and the Contractor on 24.11.2021 ("the Contract"), shall be replaced as follows:

Article 4:

- Contract price (excluding VAT / other taxes) **5,725,516.54 MDL** (five million, seven hundred and twenty-five thousand five hundred and sixteen, 54 MDL).

- VAT: 0%

To add sub-points

- Increasing the amount of the contract for the year 2022 by **1,730,496.89 MDL** (one million seven hundred thirty thousand four hundred ninety-six, 89 MDL) expected for the year 2023, with payment of the outstanding amount in the current year.

- The amount of the contract for the year 2022 (without VAT/other taxes), after the increase, will constitute **3,685,516.54 MDL** (three million, six hundred and eighty-five thousand five hundred and sixteen, 54 MDL).

- VAT: 0%



This project is funded by
the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

ADDENDUM N ° 2 din 23. 11. 2022
LA CONTRACTUL WORKS NR. 47 / 24.11.2021

All other terms and conditions of the contract and its annexes remain unchanged. This addendum will form an integral part of the contract and will enter into force on the date of signature by the parties.

Done in English in triplicate: one original for the contracting authority, one original for the European Commission and one original for the contractor.

For the Contractor

Name: Sergiu CIOBANU

Title: Director

Signature:

Date:



For the Contracting Authority

Name: Victor MÎRZA

Title: Deputy head of the Republican
Training Centre of GIES

Signature:

Date:

2021-0000017456



Payment dates of the parties

For the Contractor

Name: "Prestigiu-AZ" SRL

Fiscal code 1005600037219

IBAN MD40AG000000022512217993

Bank Code AGRNMD2X

Bank Name MOLDOVA-AGROINDBANK
SA

For the Contracting Authority

Name: **Republican Training Centre of the General
Inspectorate for Emergency Situations of
Ministry of Internal Affairs from Republic
of Moldova**

Cod fiscal 1006601000576

IBAN: MD56TRPBAA311120A00651AF 2490946,43 lei
MD48TRPHAA311120B00651AD 881385,61 lei
MD40TRPBAA311120A00651AC 313184,50 lei

Bank Code TREZMD2X

Bank Name Ministry of Finance - State Treasury



PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR

Nr. 2 din 21.12.2022

privind lucrarea **Reparații capitale a sediului din s. Răzeni, r-l Ialoveni, în cadrul proiectului "Îmbunătățirea timpului de reacție pentru situații de urgență în zona transfrontalieră prin renovarea infrastructurii pentru instruirea populației" (2SOFT/4.2/85)** executată la obiectul **Centrul Republican de Instruire al IGSU din s. Răzeni, r-l Ialoveni** în cadrul contractului nr. 47 din 24 noiembrie 2021 încheiat între **Centrul Republican de Instruire al IGSU și SRL "Prestigiu Az"** pentru lucrările de **Reparație capitală**.

1. Lucrările au fost executate în baza autorizației nr. 9, eliberată de **Primăria s. Răzeni, r-l Ialoveni** la **15 august 2022**, cu valabilitate pînă la **15 august 2023**.

2. Comisia de recepție și-a desfășurat activitatea în intervalul , fiind formată din:

Președintele comisiei:

Victor Mirza

Șef adjunctal CRI al IGSU, locotenent-colonel al s/intern

Membrii comisiei:

Vlad Golban

Șef DL al IGSU, colonel al s/intern

Ion Ciobanu

Șef DACI al IGSU, locotenent-colonel al s/intern

Nadejda Harea

Ofițer superior al SL a CRI al IGSU, maior al s/intern

Tatiana Pogolșa

Șef SF al CRI al IGSU, maior al s/intern

3. Au mai participat la recepție:

Ion Butucea

Responsabil tehnic

Sergiu Ciobanu

Director SRL "Prestigiu Az"

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:

Admiterea recepției la terminarea lucrărilor

6. Comisia de recepție motivează propunerea făcută prin:

Lucrările sunt finalizate.

7. Comisia de recepție recomandă următoarele:

Obiectul de recepționat la terminarea lucrărilor.

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral **2334314.005.06**, adresa poștală **s. Răzeni, r-l Ialoveni**, destinația **săli de studii**, compus din următoarele construcții: suprafața la sol **997,65 m²**, suprafața totală, **1 739,7 m²**, numărul de etaje **S+P+E**, conform certificatului despre rezultatele inspectării bunului imobil, anexat la prezentul proces-verbal.



8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 21.12.2022 în 5 exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică:
Comisia de recepție:

Președintele comisiei:

Membrii comisiei:



[Signature] Victor Mîrza

[Signature] Vlad Golban

[Signature] Ion Ciobanu

[Signature] Nadejda Harea

[Signature] Tatiana Pogolșa

[Signature] Ion Butucea



10. Lucrarea *Reparații capitale a sediului din s. Răzeni, r-l Ialoveni* este recepționată.

TRANSMISĂ:

EXECUTANTUL:

SRL „Prestigiu - Az”

[Signature] Sergiu Ciobanu

" 21 " 12 2022



L.S.

PRIMITĂ:

INVESTITORUL:

Șef adjunct al CRI al IGSU

[Signature] Victor Mîrza

" 21 " 12 2022



L.S.

LISTA
lista documentației scrise și desenate care lipsește

Obiecții nu sunt.

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșelea

Ion Butucea

Victor Mîrza

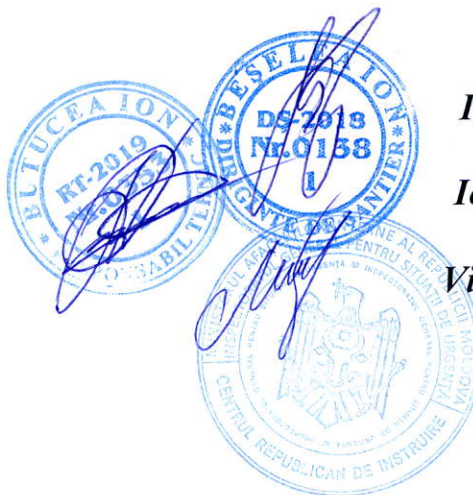
LISTA
lista lucrărilor care nu au fost executate

Obiecții nu sunt

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșlea

Ion Butucea

Victor Mîrza

LISTA
lista observațiilor comisiei de recepție și a lucrărilor care nu
au respectat prevederile proiectului

Obiecții nu sunt

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșelea

Ion Butucea

Victor Mîrza



**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

Nr. 1 din 21.12.2022

privind lucrarea **Reparații capitale a sediului din s. Răzeni, r-l Ialoveni, în cadrul proiectului "Creșterea protecției populației în situațiile de urgență cauzate de dezastre naturale în zona transfrontalieră" (2SOFT/4.2/71)** executată la obiectul **Centrul Republican de Instruire al IGSU din s. Răzeni, r-l Ialoveni** în cadrul contractului **nr. 46 din 24 noiembrie 2021** încheiat între **Centrul Republican de Instruire al IGSU și SRL "Prestigiu Az"** pentru lucrările de **Reparație capitală**.

1. Lucrările au fost executate în baza autorizației nr. **10**, eliberată de **Primăria s. Răzeni, r-l Ialoveni** la **15 august 2022**, cu valabilitate pînă la **15 august 2023**.

2. Comisia de recepție și-a desfășurat activitatea în intervalul , fiind formată din:

Președintele comisiei:

Victor Mirza

Șef adjunctal CRI al IGSU, locotenent-colonel al s/intern

Membrii comisiei:

Vlad Golban

Șef DL al IGSU, colonel al s/intern

Ion Ciobanu

Șef DACI al IGSU, locotenent-colonel al s/intern

Nadejda Harea

Ofițer superior al SL a CRI al IGSU, maior al s/intern

Tatiana Pogolșa

Șef SF al CRI al IGSU, maior al s/intern

3. Au mai participat la recepție:

Ion Butucea

Responsabil tehnic

Sergiu Ciobanu

Director SRL "Prestigiu Az"

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:

Admiterea recepției la terminarea lucrărilor

6. Comisia de recepție motivează propunerea făcută prin:

Lucrările sunt finalizate.

7. Comisia de recepție recomandă următoarele:

Obiectul de recepționat la terminarea lucrărilor.

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral **2334314.005.06**, adresa poștală **s. Răzeni, r-l Ialoveni**, destinația **săli de studii**, compus din următoarele construcții: suprafața la sol **997,65 m²**, suprafața totală, **1 739,7 m²**, numărul de etaje **S+P+E**, conform certificatului despre rezultatele inspectării bunului imobil, anexat la prezentul proces-verbal.




8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 21.12. la 2022 în 5 exemplare.


9. Concluzia Agenției pentru Supraveghere Tehnică:
Comisia de recepție:

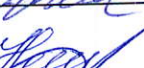
Președintele comisiei:

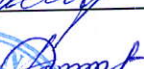
Membrii comisiei:



Victor Mîrza



Vlad Golban



Ion Ciobanu


Nadejda Harea



Tatiana Pogolșa


Ion Butucea

 RT-2019
Nr.0584

 MINISTERUL INTERNE AL REPUBLICII MOLDOVA
INSPECTORATUL GENERAL PENTRU SITUAȚII DE URGENȚĂ
DIRECȚIA LOGISTICĂ

 BUTUCEA ION
RT-2019
Nr.0584

 INSPECTORATUL GENERAL PENTRU SITUAȚII DE URGENȚĂ

10. Lucrarea *Reparații capitale a sediului din s. Răzeni, r-l Ialoveni* este recepționată.

TRANSMISĂ:

EXECUTANTUL:
SRL „Prestigiu - Az”


Sergiu Ciobanu

" 21 " 12 2022

L.Ș.

PRIMITĂ:

INVESTITORUL:

Șef adjunct al CRI al IGSU


Victor Mîrza

" 21 " 12 2022

L.Ș.

LISTA
lista documentației scrise și desenate care lipsește

Obiecții nu sunt.

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșlea

Ion Butucea

Victor Mîrza

LISTA
lista lucrărilor care nu au fost executate

Obiecții nu sunt

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșulea

Ion Butucea

Victor Mîrza

LISTA
lista observațiilor comisiei de recepție și a lucrărilor care nu
au respectat prevederile proiectului

Obiecții nu sunt

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșelea

Ion Butucea

Victor Mîrza

MINISTERUL AFACERILOR INTERNE AL RM
INSPECTORATUL GENERAL PENTRU SITUAȚII DE URGENȚĂ
CENTRUL REPUBLICAN DE INSTRUIRE
Nr. intrare 809 int.
File 5 din 30.12.2022

Anexa nr.2
la Regulamentul de recepție
a construcțiilor și instalațiilor
aferente

INVESTITOR: Centrul Republican de Instruire al IGSU

PROCES-VERBAL DE RECEPȚIE FINALĂ

Nr. 3 din 30.12.2022

Obiectul *Centrul Republican de Instruire al IGSU din s. Răzeni, r-l Ialoveni din cadrul proiectului "Creșterea protecției populației în situațiile de urgență cauzate de dezastre naturale în zona transfrontalieră" (2SOFT/4.2/71)* este executat în cadrul contractului nr. 46 din 24 noiembrie 2021.

Lucrările au fost executate în baza autorizației nr. 10 din 15 august 2022 valabilă pînă la 15 august 2023, de către *Primăria s. Răzeni, r-l Ialoveni*.

1. Comisia de recepție finală și-a desfășurat activitatea în intervalul, fiind formată din:

Președintele comisiei:

Victor Mîrza

Șef adjunctal CRI al IGSU, locotenent-colonel al s/intern

Membrii comisiei:

Vlad Golban

Șef DL al IGSU, colonel al s/intern

Ion Ciobanu

Șef DACI al IGSU, locotenent-colonel al s/intern

Nadejda Harea

Ofițer superior al SL a CRI al IGSU, maior al s/intern

Tatiana Pogolșa

Șef SF al CRI al IGSU, maior al s/intern

3. Au mai participat la recepție:

Ion Butucea

Responsabil tehnic

Sergiu Ciobanu

Director SRL "Prestigiu Az"

3. Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în Cartea tehnică a construcției, a constatat următoarele:

1) lucrările pe specialități au fost executate și recepționate conform listei-anexă nr. 1;

2) lucrările au fost complet terminate la data de 21.12.2022;

3) observațiile comisiei de recepție finală sînt prezentate în lista-anexă nr. 2;

4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;

5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sînt în posesia utilizatorului;

6) construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 21.12.22 pînă în prezent, respectiv pe o durată de _____ luni, constatările comisiei fiind enumerate în anexa nr. 3;

7) valoarea obiectului este de **5 088 636,22 lei**, conform listei-anexă nr. 1.

4. În baza constatărilor făcute, comisia de recepție finală propune:

Admiterea recepției finale

5. Comisia de recepție finală motivează propunerea făcută prin:

Examinarea obiectului

6. Comisia de recepție finală recomandă următoarele:

Recepția finală

6¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral **2334314.005.06**, adresa poștală *s. Răzeni, r-l Ialoveni*, destinația *săli de studii*, compus din următoarele construcții: suprafața la sol **997,65 m²**, suprafața totală, **1 739,7**

m2, numărul de etaje **S+P+E**, conform certificatului despre rezultatele inspecției bunului imobil, anexat la prezentul proces-verbal.

7. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 30. 12. 2022 la în 5 exemplare.

8. Concluzia Inspecției de Stat în Construcții:
Comisia de recepție:

Președintele comisiei:

Membrii comisiei:



Victor Mirza
Victor Mirza

Vlad Golban
Vlad Golban

Ion Ciobanu
Ion Ciobanu

Nadejda Harea
Nadejda Harea

Tatiana Pogolșa
Tatiana Pogolșa

Ion Butucea
Ion Butucea

Executant

"Prestigiu - AZ" SRL
Sergiu Ciobanu

30 / 12. / 2022



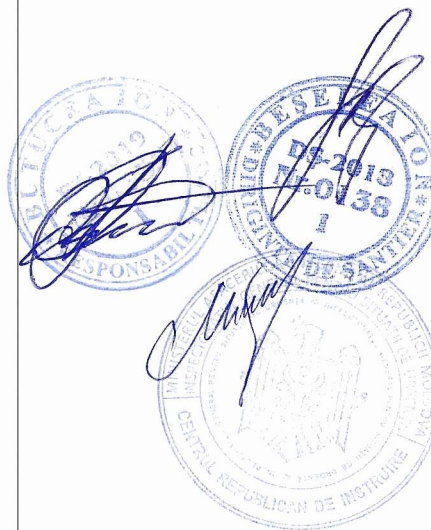
LISTA
documentației scrise și desenate care lipsește

Obiecții nu sunt.

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșelea

Ion Butucea

Victor Mîrza



LISTA
lista lucrărilor care nu au fost executate



Obiecții nu sunt



Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI


 **Ion Beșelea**


 **Ion Butucea**


 **Victor Mirza**

LISTA
lista observațiilor comisiei de recepție și a lucrărilor care nu
au respectat prevederile proiectului

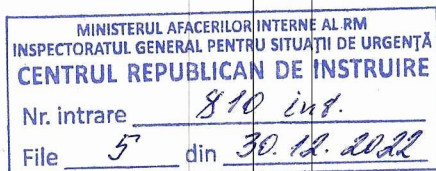
Obiecții nu sunt

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI


Ion Beșelea
Ion Butucea
Victor Mîrza



Anexa nr.2
la Regulamentul de recepție
a construcțiilor și instalațiilor
aferente

INVESTITOR: Centrul Republican de Instruire al IGSU

PROCES-VERBAL DE RECEPȚIE FINALĂ

Nr. 4 din 30.12.2022

Obiectul *Centrul Republican de Instruire al IGSU din s. Răzeni, r-l Ialoveni din cadrul proiectului "Îmbunătățirea timpului de reacție pentru situații de urgență în zona transfrontalieră prin renovarea infrastructurii pentru instruirea populației" (2SOFT/4.2/85)* este executat în cadrul contractului nr. 47 din 24 noiembrie 2021.

Lucrările au fost executate în baza autorizației nr. 9 din 15 august 2022 valabilă până la 15 august 2023, de către *Primăria s. Răzeni, r-l Ialoveni*.

1. Comisia de recepție finală și-a desfășurat activitatea în intervalul, fiind formată din:

Președintele comisiei:

Victor Mîrza

Șef adjunctal CRI al IGSU, locotenent-colonel al s/intern

Membrii comisiei:

Vlad Golban

Șef DL al IGSU, colonel al s/intern

Ion Ciobanu

Șef DACI al IGSU, locotenent-colonel al s/intern

Nadejda Harea

Ofițer superior al SL a CRI al IGSU, maior al s/intern

Tatiana Pogolșa

Șef SF al CRI al IGSU, maior al s/intern

3. Au mai participat la recepție:

Ion Butucea

Responsabil tehnic

Sergiu Ciobanu

Director SRL "Prestigiu Az"

3. Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în Cartea tehnică a construcției, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei-anexă nr. 1;
- 2) lucrările au fost complet terminate la data de 21.12.2022;
- 3) observațiile comisiei de recepție finală sînt prezentate în lista-anexă nr. 2;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sînt în posesia utilizatorului;
- 6) construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 21.12.2022 pînă în prezent, respectiv pe o durată de _____ luni, constatările comisiei fiind enumerate în anexa nr. 3;

7) valoarea obiectului este de **5 725 516,54 lei**, conform listei-anexă nr. 1.

4. În baza constatărilor făcute, comisia de recepție finală propune:

Admiterea recepției finale

5. Comisia de recepție finală motivează propunerea făcută prin:

Examinarea obiectului

6. Comisia de recepție finală recomandă următoarele:

Recepția finală

6¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral **2334314.005.06**, adresa poștală **s. Răzeni, r-l Ialoveni**, destinația **săli de studii**, compus din următoarele construcții: suprafața la sol **997,65 m²**, suprafața totală, **1 739,7**

m2, numărul de etaje **S+P+E**, conform certificatului despre rezultatele inspecției bunului imobil, anexat la prezentul proces-verbal.

7. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 30.12.2022 la în 5 exemplare.

8. Concluzia Inspecției de Stat în Construcții:
Comisia de recepție:

Președintele comisiei:

Membrii comisiei:



[Signature]

Victor Mîrza

[Signature]

Vlad Golban

[Signature]

Ion Ciobanu

[Signature]

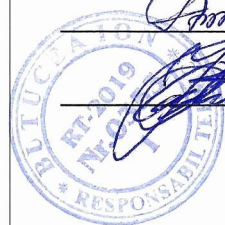
Nadejda Harea

[Signature]

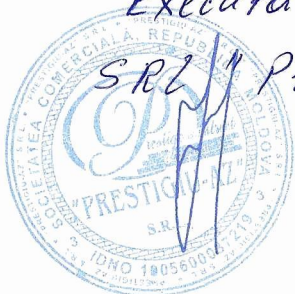
Tatiana Pogolșa

[Signature]

Ion Butucea



Executant:



[Signature]
SRL "Prestigiu-RE"
Sergiu Ciobanu

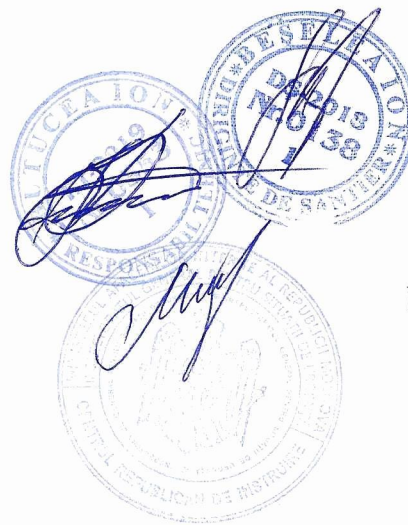
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Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșelea

Ion Butucea

Victor Mîrza

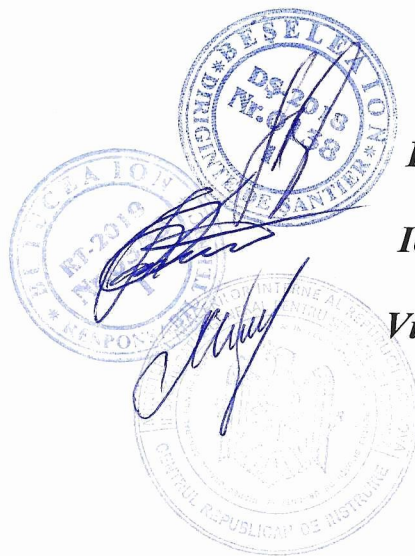
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Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșelea

Ion Butucea

Victor Mîrza

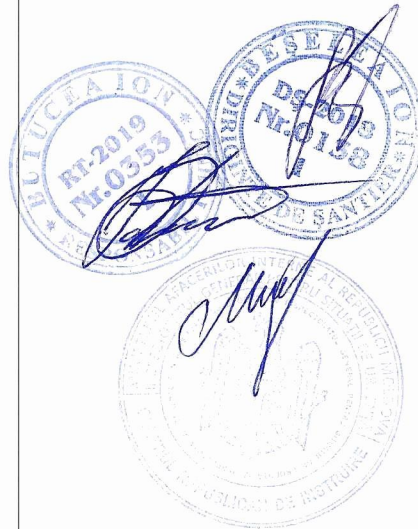
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au respectat prevederile proiectului

Obiecții nu sunt

Diriginte de șantier

Responsabil tehnic

Șef adjunct al CRI



Ion Beșulea

Ion Butucea

Victor Mîrza



S.C "Prestigiu-AZ" S.R.L

MD-4817 s.Corjova, Primaria of. 1, rl. Criuleni, Republica Moldova, tel/fax. 022 00 95 00, mob. 078 811 597, e-mail: prestigiu@mail.ru

K. FORM F: PRICE SCHEDULE FORM

Name of Bidder: S.C PRESTIGIU-AZ S.R.L Date: August 12, 2022
ITB reference: ItB-22/02441

The Bidder is required to prepare the Price Schedule following the below format. 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 works of the repair of access road severnyi district, Bender town are contained in one BoQs(Bills of Quantities (attached)).

Currency of the Bid: USD

Price Schedule

Item #	Description	Total Price, USD, VAT excluded
2-1-1	Repairs and development of road infrastructure	\$ 596 478,37
	Cost of geodesic supervision of the works (from the side of the contractor)	\$ 10 000.00
	Lab tests (mixtures and road construction materials)	\$ 20 000.00
	Other Costs	\$ 5 000.00
	GRAND TOTAL (VAT excluded)	\$ 631 478,37

Name of Bidder: Prestigiu-Az SRL

Authorised signature: _____

Name of authorised signatory: Sergiu Ciobanu

Functional Title: Director



Digitally signed by Ciobanu Sergiu
Date: 2022.08.12 16:18:45 EEST
Reason: MoldSign Signature
Location: Moldova





CONTRACT FOR WORKS

Date: 17-Aug-2022

Dear Sir/Madam,

Ref: **00104266 / EU CBM / ItB22/02441: EU CBM: Repair of access road Severnyi district, Bender town**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of **The Republic of Moldova** (hereinafter referred to as the "Contractor") in order to perform **repair of access road in Severnyi district, Bender town** (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 Letter;
 - b) The General Conditions of Contract for Civil Works, attached hereto as Annex I;
 - c) the Technical Specifications and Drawings - ref. ItB22/02441, dated 30 May 2022, attached hereto as Annex II;
 - d) the Contractor's Tender documents, **including the updated Priced Bill of Quantities**, dated **12 August 2022** (which resulted from the last round of discussions between UNDP and the Contractor), 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.

SC "Prestigiu-AZ" SRL



**Address: Corjova village
MD-4817, Criuleni rayon
Republic of Moldova**

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within **10 calendar days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by **31 December 2022**, 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 the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **19 August 2022**.
- 2.3 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 (amended as of **12 August 2022**) and amounts to **631,478.37 USD (six hundred thirty-one thousand four hundred and seventy-eight US Dollars thirty-seven cents)**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations.
- 3.3 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.
- 3.4 The Contractor shall submit an invoice for advance payment in an amount of **USD 30,000.00 (thirty thousand US dollars)** upon signature of this Contract by both parties. Invoices for the work performed and materials utilized shall be submitted every 20 to 30 days; and a final invoice within 30 days from the issuance of the Final Commissioning Report and Certification of Substantial Completion by the Engineer. Payments will be made in MDL, at UNORE on the day of payment.
- 3.5 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 7 below.
- 3.6 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

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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.

3.7 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.

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

3.9 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "European Union - Confidence Building Measures" and implemented by UNDP.

4. Special conditions

4.1 The amounts of the payments referred to under section 3.1 above shall be subject to a deduction of 5% (five 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 bank guarantee referred to in 4.2 below.

4.2 The **Performance Guarantee** (Bank Guarantee, as per Section 6, FORM H: Form for Performance Security) referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **10% (63,148.00 USD)** of total contract value within a maximum of seven (7) days of the contract signature by both parties and shall be valid until a date - 30 days from the date of issue by UNDP of a Certificate of Final Completion upon expiration of the Defect Liability Period of 12 months since substantial completion of works. It will be returned to the Contractor within 30 days of final completion of the contract and after receipt of the Maintenance Guarantee, including any warranty obligation.

4.3 The **Maintenance Guarantee** shall be provided in the amount of **2% (12,630.00 USD)** 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.

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- 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 shall be **2.5%** of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract, after which UNDP may terminate the Contract.
- 4.6 The Contractor shall carry all the works out in accordance with national/local standards regarding civil works and installation of the required equipment.
- 4.7 The Contractor shall be the initiator of the preliminary and final commissioning of the works.
- 4.8 The Contractor will provide minimum 2-year warranty on works and materials after issuance of Certificate of Substantial Completion.
- 4.9 The Contractor shall eliminate any infrastructure damages subject of quality guarantee in a maximum one month from the moment of written notification in accordance with paragraph 8 below.

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.

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:

Beneficiary: SC "Prestigiu-AZ" SRL
IBAN: MD56FT222480200000654498
Bank name: BC FINCOMBANK SA
Bank address: 26, Pushkin Street, Chisinau, MD-2012, Republic of Moldova
Bank SWIFT Code: FTMDMD2X847
Fiscal Code: 1005600037219

7. Modifications

- 7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and 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:
Anatolie TERZI
Title: EU-CBM Programme Manager, UNDP Moldova

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Address: 101, Sciusev Street, office 204, MD-2012 Chisinau, Republic of Moldova
Tel: (+373 22) 839 866
E-mail: anatolie.terzi@undp.org

For the Contractor:

Sergiu CIOBANU

Title: Director

Address: Corjova village, Criuleni district, MD-4817, Republic of Moldova

Tel: +37368882020; 022-009-500

E-mail: prestigi@mai.ru

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

Andrei VASILACHI

Title: EU-CBM Project Manager/ Community & Infrastructure

Address: 101, Sciusev Street, office 204, MD-2012 Chisinau, Republic of Moldova

Tel.: (+373 22) 839-872; (+373) 68 980 086

E-mail: andrei.vasilachi@undp.org

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
30A862C5300B4B4
Andrea CUZYOVA
Deputy Resident Representative
UNDP Moldova



For S.C“PRESTIGIU-AZ” S.R.L

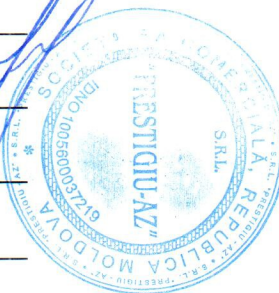
Agreed and Accepted:

Signature: _____

Name: Sergiu CIOBANU

Title: Director

Date: 18.08.22



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ANNEX I

UNDP GENERAL CONDITIONS OF CONTRACT FOR WORKS

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Engineer
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference With Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean

33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion
43. Extension of Time for Completion
44. Rate of Progress
45. Liquidated Damages for Delay
46. Certificate of Substantial Completion
47. Defects Liability
48. Alterations, Additions and Omissions
49. Plant, Temporary Works and Materials
50. Approval of Materials, Etc., Not Implied
51. Measurement of Works
52. Liability of the Parties
53. Authorities
54. Urgent Repairs
55. Increase and Decrease of Costs
56. Taxation
57. Blasting
58. Machinery
59. Temporary Works and Reinstatement
60. Photographs and Advertising
61. Prevention of Corruption
62. Date Falling on Holiday
63. Notices
64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by the UNDP
68. Termination by the UNDP
69. Termination by the Contractor
70. Rights and Remedies of the UNDP
71. Settlement of Disputes
72. Privileges and Immunities

Appendix I: Formats of Performance Security
Performance Bank Guarantee
Performance Bond

1. DEFINITIONS

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.
- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

2. SINGULAR AND PLURAL

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

3. HEADINGS OR NOTES

The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

4. LEGAL RELATIONSHIPS

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.

5. GENERAL DUTIES/POWERS OF ENGINEER

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.
- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.
- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.
- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

6.1. Obligation to Perform in Accordance with Contract

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere

strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

6.2 Responsibility for Site Operations

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

6.3. Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

6.4. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.

6.5. Officials Not to Benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

6.6. Use of Name, Emblem or Official Seal of UNDP or the United Nations

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer or use the name, emblem or official seal of the Employer or the United Nations or any abbreviation of the name of the Employer or the United Nations for advertising purposes or any other purposes.

6.7. Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

7. ASSIGNMENT AND SUBCONTRACTING

7.1. Assignment of Contract

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

7.2. Subcontracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

7.3. Assignment of Subcontractor's Obligations

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

8. DRAWINGS

8.1. Custody of drawings

The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

8.2. One copy of Drawings to be kept on Site

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized in writing by the Engineer.

8.3. Disruption of Progress

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

9. WORK BOOK

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

10. PERFORMANCE SECURITY

- a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.
- b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.
- c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

13. PROGRAMME OF WORK TO BE FURNISHED

Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

14. WEEKLY SITE MEETING

A weekly site meeting shall be held between the UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

15. CHANGE ORDERS

- a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.
- b) Processing of change orders shall be governed by clause 48 of these General Conditions.

16. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or

representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall be requested by the Employer under Clause 17(3) hereinafter, the Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

17. CONTRACTOR'S EMPLOYEES

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
 - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
 - ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.
- b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.
- c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

18. SETTING-OUT

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

19. WATCHING AND LIGHTING

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefor or for the safety and convenience of the public or others.

20. CARE OF WORKS

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.
- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

21. INSURANCE OF WORKS, ETC.

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible, in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:

- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required,

produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

22. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

23.2. Minimum Amount of Liability Insurance

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Engineer, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

23.3. Provision to Indemnify Employer

The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

24. ACCIDENT OR INJURY TO WORKMEN

- a) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- b) Insurance Against Accident, etc., to Workmen

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him for the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such subcontractor to produce to the Engineer when required such policy of insurance and the receipt for the current premium, and obtain the insertion of a provision to that effect in its contract with the subcontractor.

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force any of the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

- a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.
- b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be

applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

27. FOSSILS, ETC.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such discovery and carry out at the expense of the Employer the Engineer's orders as to the disposal of the same.

28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES

- a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.
- b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefor.

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

- a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.

- b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, preconstructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

31. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.

32. CONTRACTOR TO KEEP SITE CLEAN

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

34. LABOUR

34.1 Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

34.2 Supply of Water

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

34.3 Alcoholic Drinks or Drugs

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.4 Arms and Ammunition

The restrictions specified in clause 34.3 above shall include all kinds of arms and ammunition.

34.5 Holiday and Religious Customs

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

34.7 Disorderly Conduct, etc.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighborhood of the Works against the same.

34.8 Observance by Sub-Contractors

The Contractor shall be considered responsible for the observance of the above provisions by his Sub-Contractors.

34.9 Legislation applicable to Labour

The Contractor shall abide by all applicable legislation and regulation with regard to labour.

35 RETURNS OF LABOUR, PLANT, ETC.

The Contractor shall, if required by the Engineer, deliver to the Engineer at his office, a return in detail in the form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer may require.

36 MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

- a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.
- b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

36.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the Specifications or Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

36.3 Cost of Tests

The Contractor shall bear the costs of any of the following tests:

- a) Those clearly intended by or provided for in the Contract Documents.
- b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfill.

37 ACCESS TO SITE

The Employer and the Engineer and any persons authorized by either of them shall, at all times, have access to the Works and to the Site and to all workshops and places where work is being prepared or whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

38 EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor

accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

The Engineer shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

39.2 Default of Contractor in carrying out Engineer's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

40 SUSPENSION OF WORK

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer. The Employer should be notified and his written approval should be sought for any suspension of work in excess of three (3) days.

41 POSSESSION OF SITE

41.1 Access to Site

The Employer shall with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Engineer by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Programme or proposals, as the case may be.

41.2 Wayleaves, etc.

The Contractor shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

41.3 Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

42 TIME FOR COMPLETION

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.
- b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

43 EXTENSION OF TIME FOR COMPLETION

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

44 RATE OF PROGRESS

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the

Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other

disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Engineer at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

45 LIQUIDATED DAMAGES FOR DELAY

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.
- b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

46.1 Substantial Completion of the Works

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified.

Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

46.2 Substantial Completion of Sections or Parts of the Works

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a) a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- b) such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

47 DEFECTS LIABILITY

47.1 Defects Liability Period

The expression "Defects Liability Period" shall mean the period of twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

47.2 Completion of Outstanding Work and Remedying of Defects

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

47.3 Cost of Execution of Work of Repair, etc.

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

47.4 Remedy on Contractor's Failure to Carry Out Work Required

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may become due to the Contractor.

47.5 Certificate of Final Completion

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within twenty eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

48 ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work under the Contract;
- (b) omit any such work;
- (c) change the character or quality or kind of any such work;
- (d) change the levels, lines, positions and dimensions of any part of the Works;
- (e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

2 Variations Increasing Cost of Contract or altering the Works.

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.

3 Orders for Variations to be in Writing

No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no

order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

4 Valuation of Variations

The Engineer shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Engineer shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

49 PLANT, TEMPORARY WORKS AND MATERIALS

1 Plant, etc., Exclusive Use for the Works

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

2 Removal of Plant, etc.

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

3 Employer not liable for Damage to Plant

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

4 Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

5 Equipment and supplies furnished by Employer

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when

returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

51 MEASUREMENT OF WORKS

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

52 LIABILITY OF THE PARTIES

- 1** The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.
- 2** The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

3 Unfulfilled Obligations

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

4 Contractor Responsible

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of ten years after issuance of the Certificate of Final Completion,

provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

53 AUTHORITIES

- 1 The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:
 - (a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;
 - (b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;
 - (c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;
 - (d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;
 - (e) If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
 - (f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;
 - (g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
 - (h) If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

2 Evaluation after Re-entry

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

3 Payment After Re-entry

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

54 URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

55 INCREASE AND DECREASE OF COSTS

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

56 TAXATION

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments thereto. It is the Contractor's responsibility to make all the necessary inquiries in this respect and he shall be deemed to have satisfied himself regarding the application of all relevant tax laws.

57 BLASTING

The Contractor shall not use any explosives without the written permission of the Engineer who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these explosives, has to provide well arranged storage facilities. The Engineer's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

58 MACHINERY

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

59 TEMPORARY WORKS AND REINSTATEMENT

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or

responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

60 PHOTOGRAPHS AND ADVERTISING

The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

61 PREVENTION OF CORRUPTION

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

62 DATE FALLING ON HOLIDAY

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

63 NOTICES

- 1 Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be
- 2 unreasonably withheld or delayed.
- 3 Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by
- 4 delivering the same at the said address against an authorized signature certifying the receipt.
- 5 Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

- 6 Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

64 LANGUAGE, WEIGHTS AND MEASURES

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Engineer with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to the UNDP any records or information, oral or written, which the UNDP may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

66 FORCE MAJEURE

Force majeure as used herein means Acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the UNDP of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the
- (c) suspension;

- (d) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (f) For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67 SUSPENSION BY THE UNDP

The UNDP may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the UNDP' sole discretion:

- (a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
- (b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the UNDP of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

The term of this Contract may be extended by the UNDP for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

68 TERMINATION BY THE UNDP

The UNDP may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the UNDP upon not less than fourteen (14) days written notice to the Contractor.

Upon termination of this Contract:

- (a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and

- (b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

69 TERMINATION BY THE CONTRACTOR

In the case of any alleged breach by the UNDP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the UNDP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNDP of the existence of such breach and the UNDP' inability to remedy it, or upon failure of the UNDP to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

Upon termination of this Contract under this Clause the provisions of sub-paragraph (b) of Clause 68 hereof shall apply.

70 RIGHTS AND REMEDIES OF THE UNDP

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the UNDP.

The UNDP shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

71 SETTLEMENT OF DISPUTES

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

1 Notification

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

2 Consultation

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.

3 Conciliation

Where the representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the UNCITRAL Rules of Conciliation then obtaining.

4 Arbitration

Any claim, controversy or dispute which is not settled as provided under clauses 71.1 through 3 above shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

72 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNDP is an integral part.

73 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.

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.

74 AUDIT 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.

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.

75 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.

APPENDIX I: FORMAT OF PERFORMANCE SECURITY

PERFORMANCE BANK GUARANTEE

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION DIRECTOR AT UNDP]

WHEREAS.....[INSERT NAME AND ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to execute.....[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of.....[INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of[INSERT AMOUNT OF GUARANTEE] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion.

SIGNATURE AND SEAL OF THE GUARANTOR
.....

NAME OF BANK

ADDRESS

DATE

PERFORMANCE BOND

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract

Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2000

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

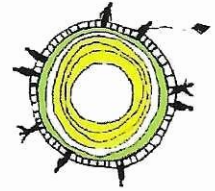
NAME &TITLE:

NAME &TITLE:



This project is funded
by the European Union

European Union Confidence Building Measures Programme
Programul Uniunii Europene "Măsuri de Promovare a Încrederii"
Программа Европейского Союза "Меры по укреплению доверия"



Proces verbal al ședinței tehnice №.3 din 25.10.2022

Proiect: „ITB-22-02441 EU CBM Repair of access road Severnyi district, Bender town”

Data: 25.10.2022, ora 09:30 – 10:30

Locația: Moldova, sectorul Severnii, or Bender

Au participat la întrunire:

1. Roman Ivancenco – primar Bender;
2. Serghei Iurețhii – vice-primar Bender;
3. Gardeev Mihail - responsabil, reprezentant primăria Bender;
4. Alexandru Nichitenco – primar Varnița;
5. Veaceslav Zanoci– vice primar Varnița;
6. Veaceslav Topal – responsabil tehnic, EU-CBM;
7. Anatolie Terzi – Manager de program, EU-CBM;
8. Andrei Vasilachi – Manager de proiect, EU-CBM;
9. Vitalie Craciun – ofițer de proiect, EU-CBM;
10. Sergiu Ciobanu – administrator, antreprenor Prestigiu AZ;
11. Ion Strelețchi – diriginte de șantier, antreprenor Prestigiu AZ;

Sa discutat:

Recepția la terminarea lucrărilor a proiectului „ITB-22-02441 EU CBM Repair of access road Severnyi district, Bender town”.

În cadrul întrunirii a fost prezentată informația cu privire la implementarea proiectului. Au fost discutate schemele de execuție a elementelor de dirijare a traficului rutier pe sectoarele reparate.

Au fost analizate rezultatele probelor de laborator prelevate de către compania ce a fost contractată de către programul EU-CBM, implementat de UNDP Moldova.

Sa decida:

- 1) De a recepționa lucrările de reparație a drumului de conexiune dintre satul Varnița, cartierul Severnii (or. Bender) și drumul de acces către satul Gura Bâcului.

Procesul verbal a fost contrasemnat:

1. Roman Ivancenco _____
2. Serghei Iurețhii _____
3. Alexandru Nichiteneo _____
4. Veaceslav Zanoci _____
5. Gardeev Mihail _____
6. Veaceslav Topal _____
7. Anatolie Terzi _____
8. Andrei Vasilachi _____
9. Vitalie Craciun _____
10. Sergiu Ciobanu _____
11. Ion Strelețchi _____

Astfel lucrarea „ITB-22-02441 EU CBM Repair of access road Severnyi district, Bender town” se consideră

Transmisă Antreprenor Prestigiu AZ SRL	Recepționată Primar orașul Bender
25.10.2022	25.10.2022

A participat la
Transmitere reprezentant EU-CBM, UNDP

25.10.2022

Anexă:

- 1) Schema de realizare a drumului;
- 2) Rapoartele încercărilor de laborator;



Empowered lives.
Resilient nations.

CONTRACT FOR WORKS

Date: December 21, 2020

Dear Sir/Madam,

Ref.: ITB 20/02152: MIA/Reconstruction works for the modernization of the Swimming Center within the "Dinamo Central Sport Club" (Stage III)

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform the Reconstruction works for the modernization of the Swimming Center within the "Dinamo Central Sport Club" - Stage III (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, October 2017, 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) the Schedule of Requirements and Technical Specifications dated of October 23, 2020 and Verified Technical Design Documentation as of August 2019, not attached hereto but known to and in the possession of both parties;
 - d) the Contractor's Price Schedule and Bills of Quantities 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.

Prestigiu-AZ SRL,

Straseni R-n, Sireti village, Republic of Moldova

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within **5 (five) calendar days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer and shall perform and substantially complete the Works within **120 calendar days, by 20/04/2021**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.
- 2.2 This Contract will come into effect on the day of signature by both parties and shall expire on **30/09/2022**.
- 2.3 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions within **5 (five) calendar days** from the date on which he shall have been given access to the Site.
- 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 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of **USD 438,417.63 (four hundred thirty-eight thousand, four hundred seventeen US Dollars and 63 cents) VAT 0% rate** contained in Bills of Quantities and Supplier's Quotation.
- 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 The contractor shall submit an invoice for **USD 29,000.00 (twenty-nine thousand US Dollars)** upon submission and approval of the detailed Programme of Work and submission of the Performance Security. Invoices for the performed works, used materials and installed equipment shall be submitted by the 20th date of each month; and a final invoice within 15 days from the issuance of the Certificate of Substantial Completion by the Engineer.
- 3.4 UNDP shall effect payment of the invoices in USD, 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 10 days of their receipt, when no objections for the performed works exist.

- 3.5 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.
- 3.6 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.
- 3.7 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.
- 3.8 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.

4. Special conditions

- 4.1 The Performance Security (Bank Guarantee, as per Section 6, FORM H: Form for Performance Security) referred to in Clause 10 of the General Conditions shall be equal to 10% of the contract amount and be submitted as per point 3.3 of this contract.
- 4.2 The Contractor will provide **minimum 3-year warranty on works and materials, 5-year warranty on equipment.**
- 4.3 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be 0.25% of the price of the Contract per day of delay, up to a maximum of 30 days of the final price of the Contract, after which 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.

6. Time and manner of payment

OD

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: BC „MOLDOVA-AGROINDBANK” SA, Chisinau Branch #6

Bank Code: C/B AGRNMD2X413

IBAN: MD40AG000000022512217993

Contractor Fiscal Code: 1005600037219

7. Modifications

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

Viorel ALBU, MIA Project Manager

Address: 75, Stefan cel Mare blvd., Chisinau MD, Moldova

Tel.: (+373) 69 182 848

E-mail: viorel.albu@undp.org

For the Contractor:

Sergiu CIOBANU, Director of Prestigiu-AZ SRL

Address 1: Straseni R-n, Sireti village, Moldova

Address 2: 1, Mesterul Manole Str., Chisinau MD2036, Moldova

Tel.: (+373) 022 009 500; (+373) 68 882 020

E-mail: prestigiu@mail.ru

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

Oleg Afanasii, Engineer

Tel.: (+373) 69 830 010

E-mail: o_afanasii@yahoo.com

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,

Dima Al-Khatib

21-Dec-2020

**Dima AL-KHATIB,
UNDP Resident Representative**

For Prestigiu-AZ SRL

Agreed and Accepted:

Signature _____

Name: Sergiu CIOBANU

Title: Director

Date _____





**AMENDMENT no. 1 TO THE CONTRACT
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
AND
PRESTIGIU-AZ SRL**

Reference is made to the contract for civil works **ITB 20/02152: MIA/Reconstruction works for the modernization of the Swimming Center within the "Dinamo Central Sport Club" (Stage III)** dated **December 21, 2020** signed between the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP), and **PRESTIGIU-AZ SRL**, with respect to the scope of the Contract (TOR), and as per mentioned within UNDP Rules and Regulations, any modification to this Contract shall require an amendment in writing between both parties and duly signed by the authorized representatives of the Contractor and UNDP.

Therefore, Parties hereby agree on the following;

WHEREAS PRESTIGIU-AZ SRL and UNDP now wish to amend said Contract in order to increase the contract amount with USD 31,998.45.

WHEREAS such Amendment will result in an increase by USD 31,998.45 (thirty-one thousand, nine hundred ninety-eight US Dollars) thus, the final value of the contract is USD 470,416.08 (four hundred seventy thousand, four hundred and sixteen US Dollars, 08 cents).

NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended to read as follows:

“1. Contract Documents

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 Amendment;
- b) Annex I – The General Conditions of Contract for Civil Works;
- c) Bills of Quantities for additional and excluded works, not attached hereto but known to and in the possession of both parties.

3. Price and Payment

3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a **fixed contract price of USD 470,416.08 (four hundred seventy thousand, four hundred and sixteen US Dollars, 08 cents)** contained in the total Bill of Quantities.

NEVERTHELESS, all other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, THE UNDP AND THE CONTRACTOR HAVE SIGNED THIS AMENDMENT

For UNDP:

For PRESTIGIU-AZ SRL:

By Dima Al-Khatib
(signature)

By Sergiu Ciobanu
(signature)

Dima AL-KHATIB
UNDP Resident Representative

Sergiu CIOBANU
Director

Date: 15-Jul-2021

Date: 15-июл-2021



Reference is made to the contract for civil works for the rehabilitation of the...
for the modernization of the...
(stage II) dated December 21, 2020 signed between the UNITED NATIONS
DEVELOPMENT PROGRAMME (UNDP) and PRESTIGIU-AZ SRL, and in respect to the
scope of the Contract (TOR) and as per mentioned with UNDP below and hereinafter any
modification to this Contract shall require an amendment in writing between both parties and
duly signed by the authorized representatives of the Contractor and UNDP.

Therefore, Parties hereby agree on the following:
WHEREAS PRESTIGIU-AZ SRL and UNDP now wish to amend said Contract in order to
increase the contract amount with USD 470,416.08.

WHEREAS said Amendment will result in an increase in USD 470,416.08 (four
hundred and seventy thousand, four hundred and sixteen US Dollars, 08 cents)
470,416.08 (four hundred seventy thousand, four hundred and sixteen US Dollars, 08 cents).
NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended
to read as follows:

1. Contract Amount

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 Amendment;
- b) Annex I - The General Conditions of Contract for Civil Works;
- c) Bills of Quantities for additional and excluded work, and attached parts but
known to and in the possession of both parties.

2. Price and Payment

2.1 In full consideration of the complete and satisfactory performance of the Work under
this Contract, UNDP shall pay the Contractor a fixed contract price of USD
470,416.08 (four hundred seventy thousand, four hundred and sixteen US
Dollars, 08 cents) contained in the total Bill of Quantities.

NEVERTHELESS, all other terms and conditions of the Contract, except as amended herein,
shall remain unchanged and shall continue in full force and effect.



**AMENDMENT no. 2 TO THE CONTRACT
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
AND
PRESTIGIU-AZ SRL**

Reference is made to the contract for civil works **ITB 20/02152: MIA/Reconstruction works for the modernization of the Swimming Center within the "Dinamo Central Sport Club" (Stage III)** dated **December 21, 2020** signed between the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP), and **PRESTIGIU-AZ SRL**, with respect to the scope of the Contract (TOR), and as per mentioned within UNDP Rules and Regulations, any modification to this Contract shall require an amendment in writing between both parties and duly signed by the authorized representatives of the Contractor and UNDP.

Therefore, Parties hereby agree on the following;

WHEREAS PRESTIGIU-AZ SRL and UNDP now wish to amend said Contract in order to increase the contract amount with USD 4,969.08.

WHEREAS such Amendment will result in an increase by USD 4,969.08 (four thousand, nine hundred and sixty-nine US Dollars.08) thus, the final value of the contract is USD 475,385.16 (four hundred seventy-five thousand, three hundred and eighty-five US Dollars.16 cents).

NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended to read as follows:

1. Contract Documents

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 Amendment;
- b) Annex I – The General Conditions of Contract for Civil Works;
- c) Bills of Quantities for additional and excluded works, not attached hereto but known to and in the possession of both parties.

2. Obligations of the Contractor

2.2 This Contract will come into effect on the day of signature by both parties and shall expire on **21/01/2023**.

3. Price and Payment

3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a **fixed contract price of USD 475,385.16 (four hundred seventy-five thousand, three hundred and eighty-five US Dollars.16 cents)** contained in the total Bill of Quantities.”

NEVERTHELESS, all other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, THE UNDP AND THE CONTRACTOR HAVE SIGNED THIS AMENDMENT

For UNDP:

DocuSigned by:
By Dima Al-Khatib
867 (signature)

Dima AL-KHATIB
UNDP Resident Representative

Date: 21-Feb-2022



For PRESTIGIU-AZ SRL:

DocuSigned by:
By Sergiu Ciobanu
6C40807 (signature)

Sergiu CIOBANU
Director

Date: 21-фев-2022

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DS
IT

PROCES-VERBAL DE RECEPȚIE LA TERMINAREA LUCRĂRILOR

Nr. 1 din 21.12.2021

privind lucrările de reconstruire executate la obiectul Modernizarea bazinului "Dinamo" din str. Gh. Asachi 23a în cadrul contractelor nr. ITB18/01769 din 23.08.2018 încheiat între "Sport Play Systems" SRL și PNUD Moldova, nr. ITB19/01942 din 17.09.2019 încheiat între "Giesena" SRL și PNUD Moldova, nr. ITB20/02152 din 21.12.2020 încheiat între "Prestigiu AZ" SRL și PNUD Moldova, și acordurile de finanțare încheiate între PNUD Moldova și CSC "Dinamo" pentru lucrările de Modernizarea bazinului "Dinamo" din str. Gh. Asachi 23a.

1. Lucrările au fost executate în baza autorizațiilor nr. 582-c/18 din 19.10.2018, nr. 423-c/19 din 16.08.2019, nr. 43-c/21 din 22.02.2021, eliberate de Primăria mun. Chișinău, cu valabilitate până la 22.01.2022.

2. Comisia de recepție și-a desfășurat activitatea în intervalul lunii decembrie 2021, fiind formată din:

Președinte:

Ilie Ceban – Viceprimar mun. Chișinău

Membrii:

Vladimir Răducan – Șef CCFS al CSC "Dinamo"

Sergiu Buzenco – Șef SAD a CSC "Dinamo", atestat Responsabil Tehnic

Iulian Coșcodan – Inginer SAD a CSC "Dinamo", atestat Diriginte de Șantier

Iurie Gromațchi – Responsabil Tehnic PNUD Moldova

Oleg Afanasii – inginer construcții civile, consultantul proiectului PNUD

Viorel Albu – managerul proiectului PNUD

3. Au mai participat la recepție:

Ion Strelețchi – Diriginte de șantier "Prestigiu AZ" SRL

Mihai Balaș – Director "Sport Play Systems" SRL

Simion Guțan – Director "Giesena" SRL

Vasilii Ambrozeac – Arhitect „Bim-Tech Solution” SRL

Vasile Vîrlan – Proiectant „Apcan Proiect” SRL

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:

Recepția la terminarea lucrărilor de construcție și montaj conform proiectului de execuție

6. Comisia de recepție motivează propunerea făcută prin:

Terminarea integral a volumelor de lucrări prevăzute în proiect. Obiectivul este pregătit și adaptat pentru exploatare conform destinației

7. Comisia de recepție recomandă următoarele:

Se recepționează lucrările de reconstruire executate la obiectul Modernizarea bazinului "Dinamo" din str. Gh. Asachi 23a

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral 0100213.011.02, adresa poștală mun. Chișinău, str. Gheorghe Asachi 23a, destinația Construcție sportivă, compus din următoarele construcții: Clădirea bazinului litera B, suprafața la sol 1030.2 m², suprafața totală, 969.2 m², numărul de etaje 2, conform certificatului despre rezultatele inspectării bunului imobil, anexat la prezentul proces-verbal.

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 21.12.2021 la str. Gh. Asachi 23a în 8 exemplare

Comisia de recepție:

Președinte: Ilie Ceban

Membri: Vladimir Răducan

Sergiu Buzenco

Iulian Coșcodan

Iurie Gromatchi

Oleg Afanasii

Viorel Albu

9. Concluzia Agenției pentru Supraveghere Tehnică:

Conform actului de inspectare nr. 428/22 din 27.01.2021 se acceptă recepția la terminarea lucrărilor costului și volumului lucrărilor plus la recepția finală

10. Lucrarea Modernizarea bazinului "Dinamo" din str. Gh. Asachi 23a este:

TRANSMISĂ:

EXECUTANTUL:

" " 2021

L.Ș.

(semnătură)

PRIMITĂ:

INSPECTORUL:

" " 2021

L.Ș.

(semnătură)

Piese din documentația scrisă și desenată, care au lipsit sau sînt incomplete

Nr.	Denumirea	Responsabil	Termenul
1.	Schema de execuție la electricitatea exterioară, canalizarea exterioară, descrierea în cartea tehnică a procesului de betonare.	"Prestigiu AZ" SRL, RT Gromățchi I.	08.01.2021
2.	Schema de execuție a paratrăsnetului, apeduct interior, încălzire, apa potabilă și canalizare interioară.	"Giesena" SRL, RT Gromățchi I.	08.01.2021

Comisia de recepție:

Președinte: Ilie Ceban

Membri: Vladimir Răducan

Sergiu Buzenco

Iulian Coșcodan

Iurie Gromățchi

Oleg Afanasii

Viorel Albu



Lista lucrărilor ne executate

Nr.	Denumirea	Responsabil	Termenul
3.	De montat burlanele pentru scurgerea apelor pluviale de pe terasa intrării centrale (partea stângă și dreapta). După aprobarea lucrărilor suplimentare.	"Prestigiu AZ" SRL	08.01.2021
4.	De efectuat reglarea și punerea în funcțiune a sistemului de ventilare/condiționare. După aprobarea lucrărilor suplimentare, cu acordul beneficiarului.	"Prestigiu AZ" SRL	08.01.2021
5.	De curățat teracota de la soclul clădirii de adeziv și chit de rosturi.	"Prestigiu AZ" SRL	08.01.2021
6.	De finisat cu panouri compozit a părții de jos a fațadei ventilate. <i>restul este neexecutat și este</i>	Contract suplimentar	08.01.2021
7.	De instalat garniturile de cauciuc la geamurile din aluminiu (partea spre bazin).	"Giesena" SRL RT Gromățchi I.	08.01.2021
8.	De asigurat posibilitatea accesului persoanelor cu dizabilități în grupurile tehnico-sanitare.	„Bim-Tech Solution” SRL	08.01.2021
9.	De reglat toate ușile din aluminiu, inclusiv de montat garniturile din cauciuc unde lipsesc.	"Giesena" SRL RT Gromățchi I.	08.01.2021
10.	De întărit suplimentar construcțiile din aluminiu în aripa stângă.	"Giesena" SRL RT Gromățchi I.	08.01.2021
11.	De instalat pompa de drenaj a apei în caz de supra umplere a bazinului. După aprobarea lucrărilor suplimentare.	"Prestigiu AZ" SRL	08.01.2021
12.	De remediat problema pantelor pardoselilor în zonele dușurilor.	"Prestigiu AZ" SRL „Bim-Tech Solution” SRL	08.01.2021
13.	De instalat plintele la scări în sala multifuncțională	"Prestigiu AZ" SRL „Giesena” SRL	08.01.2021

Comisia de recepție:

Președinte: Ilie Ceban
Membri: Vladimir Răducan
Sergiu Buzenco
Iulian Coșcodan
Iurie Gromățchi
Oleg Afanasii
Viorel Albu

TRANSMISĂ
INVESTITORUL:
L.Ș.

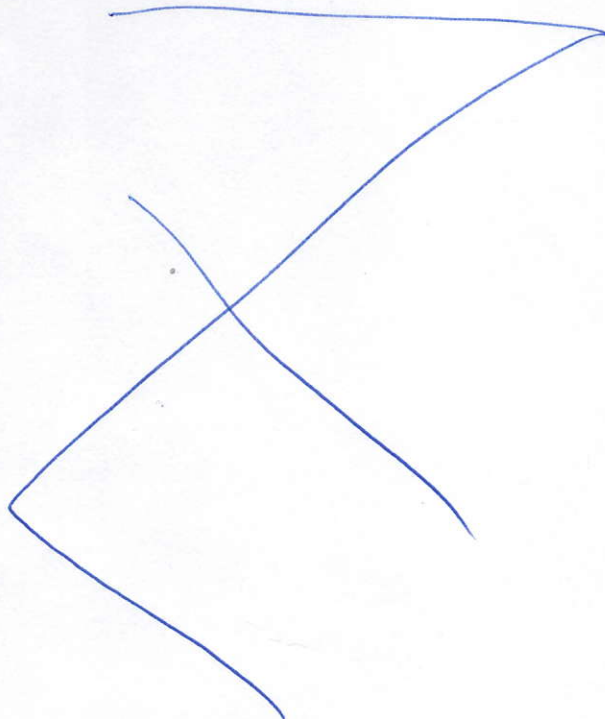


PRIMITĂ:
EXECUTANTUL:
L.Ș.

(semnătura)



Lista lucrărilor la care nu s-au respectat prevederile proiectului



Comisia de recepție:

Președinte: Ilie Ceban

Membri: Vladimir Răducan

Sergiu Buzenco

Iulian Coșcodan

Iurie Gromățchi

Oleg Afanasii

Viorel Albu



CONFIDENTIAL

CONTRACT NO. EUCOM/#15JPSS20D00000035

by and between the

GOLDEN WEST HUMANITARIAN FOUNDATION

and

PRESTIGIU-AZ

for

**ENGINEERING SERVICES AT THE MOLDOVA AMMUNITION &
EXPLOSIVES STORAGE AREAS, FLORESTI AND CAHUL**

CONFIDENTIAL

Page 1 of 19

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CONTRACT NO. EUCOM/P010247335

This Contract is made this 15th day of October in the year 2021 by and between the **Golden West Humanitarian Foundation** (hereinafter referred to as the "Owner"), having its principal office at 6355 Topanga Canyon Blvd, Suite 517, Woodland Hills, CA 91367, United States of America, and **Prestigiu-AZ** (hereinafter referred to as the "Contractor"), a corporation incorporated under the laws of the state of Moldova having a principal place of business at Chisinau, Moldova.

WHEREAS the Owner is desirous that certain works should be executed by Contractor, viz Reconstruction of The Moldova Ammunition and Explosives Storage Areas, Floresti and Cahul, Moldova and has accepted an offer by the Contractor for the execution and completion of such services.

NOW IT IS HEREBY AGREED:

ARTICLE 1. CONTRACT DOCUMENTS AND SCOPE OF WORK

1.1 The Contract Documents shall consist of:

- (a) This Contract;
- (b) SOW & Price Schedule as detailed in Annex A
- (c) Time and Materials Breakdown in Annex B

1.2 Contractor shall perform all the construction and services required by, reasonably implied by, and reasonably inferable from the Contract Documents, including but not limited to all labor, materials, equipment, services, construction management and coordination of project requirements provided or to be provided by the Contractor to fulfill Contractor's obligations under the Contract Documents (collectively referred to herein as the "Work").

ARTICLE 2. DEFINITIONS

2.1 The following terms, whenever used in this Contract, shall have the following meaning:

- (a) "Chief Finance Officer" means the Chief of Finance, Golden West Humanitarian Foundation.
- (b) "Contract" means this Contract between the Owner and the Contractor.
- (c) "Contract Price" means the sum to be paid Contractor for the performance of the Work, as such sum may be adjusted pursuant to the terms of the Contract Documents.
- (d) "Contractor" means the company, consulting firm, or individual who has contracted with the Owner to perform the Work.
- (e) "Contractor Representative" or "CR" shall mean the official of the Contractor referred to in Article 4 (Contract Administration) of this Contract.
- (f) "Force Majeure Event" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure Events shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's consultants, agents or employees; (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time this contract was entered into; and (B) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under this Contract, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.
- (g) "Owner" means the **Golden West Humanitarian Foundation**, headquartered in 6355 Topanga Canyon Blvd, Suite 517, Woodland Hills, CA 91367, United States of America.
- (h) "Owner's Project Manager" or "Owner's PM" shall mean the official of the Owner referred to in Article 4 (Contract Administration) of this Contract.
- (i) "Subcontract" means any agreement by Contractor with any contractor, vendor, supplier, consultant, or other entity or person to furnish or perform a portion of the Work, as well as any agreements between a

Subcontractor and its lower tier contractors, vendors, suppliers, consultants, or other entities or persons.

- (j) "Subcontractor" means any person or entity that has entered into a Subcontract to furnish or perform any part of the Work.
- (k) "Substantial Completion" or "Substantially Complete" shall have the meanings set forth in Article 9 (Substantial Completion) of this Contract.
- (l) "Work" shall have the meaning set forth in Article 1 (Contract Documents and Scope of Work) above.

ARTICLE 3. SIGNATURE REQUIRED

3.01 This Contract shall not become binding unless and until signed by the Purchaser's Authorized Representative and the Contractor's Authorized Representative.

ARTICLE 4. CONTRACT ADMINISTRATION

4.1 Owner designates **Mr. Simon Morton** as the Owner's Project Manager (Owner's PM) for this Contract who shall monitor administration and completion of the Contract according to its terms and conditions as described below:

- (a) The Owner's PM will be the Owner's authorized representative during construction and shall be responsible for the coordination of activities between the Owner and the Contractor under this Contract.
- (b) The Owner's PM will visit the site at such intervals as are appropriate to the stage of construction to become familiar generally with the progress and quality of the completed Work so as to enable him/her to determine in general if the Contractor is performing the Work in such a manner that, when completed, will be in accordance with the Contract Documents.
- (c) The Owner's PM will receive all communications of whatever nature which the Contractor is obligated to submit to the Owner under this Contract, including but not limited to changes to the Contract Documents involving the quality level, Statement of Work, price, rates, delivery and/or completion dates/schedules, Subcontractor, or key personnel changes.
- (d) The Owner's PM also is responsible for receiving and approving the Contractor's invoices for payment and accepting the Work and/or deliverables on behalf of the Owner.
- (e) The Owner's PM's responsibilities include but are not limited to receiving and approving the Contractor's invoices for payment, and accepting the Work and/or deliverables on behalf of the Owner. The Owner's PM may request a change; however, the Owner's PM does not have the authority to issue a change to the Contract Price, Scheduled Substantial Completion Date, or rates. Such changes must be made in accordance with Article 10 (Changes and Modifications).

4.2 Contractor designates **Elena Bumbac-Ciobanu** as the Contractor's Representative (CR) who shall be responsible for the coordination of all Contract activities between the Owner and the Contractor under this Contract. In this capacity, his/her responsibilities include but are not limited to daily supervision and oversight of the Work and all communications between the Contractor and the Owner. The CR has the authority to agree to a change to the Work, Contract Price, Scheduled Substantial Completion Date, and rates.

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ARTICLE 5. CONTRACTOR'S RESPONSIBILITY

5.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

5.2 Contractor shall be responsible to the Owner for acts and omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3 Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work.

5.4 Where applicable, Contractor shall preserve and protect all vegetation (trees, shrubs, plantings), removing only such vegetation as authorized and/or directed by the Owner (as specified in the Contract Documents). Contractor shall take precautions, as needed, to avoid damaging existing utilities, facilities and improvements.

5.5 Contractor shall provide continuous on-site supervision during the entire construction period.

ARTICLE 7. CONTRACT PRICE

7.1 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and remedying of defects therein the Contract Price of USD 515,811.16 (Five Hundred and Fifteen Thousand, Eight Hundred and Eleven United States Dollars and Sixteen Cents) or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

ARTICLE 8. PROGRESS PAYMENTS

8.1 Contractor shall be paid 10% of the Contract Price as mobilization payment upon signing of the Contract and submission to the Owner of: (a) acceptable insurance certificates, as required by Article 16 (Insurance). The mobilization payment shall amount to USD 51,581.12 (Fifty-One Thousand Five Hundred and Eighty One United States Dollars and Twelve Cents)

8.2 Based upon invoices submitted by Contractor on the last day of the month, the Owner shall make progress payments on account of the Contract Price to Contractor as provided in the Contract Documents for the milestones ending as following:

(a) Not later than thirty (30) days following the completion of the security doors, CCTV and perimeter lighting, a progress payment of USD 257,905.58 (Two Hundred and Fifty Seven Thousand, Nine Hundred and Five United States Dollars and Fifty Eight Cents), shall be paid.

(b) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred (100) percent of the Contract Price, less such amounts as the Owner's PM shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, shall be paid.

8.3 Application for payment should be presented in a format approved by the Owner's PM in support of the milestones achieved. Such application may not include requests for payment of amount Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.

8.4 Owner shall have the right to deduct from any application for payment monies accruing for liquidated damages, as well as any other monetary claim that the Owner has against Contractor.

Contractor shall submit invoices to the Chief Finance Officer (CFO), Golden West Humanitarian Foundation. Email: mike.trocino@goldenwesthf.org with a duplicate to the Owner's PM. Email: simon.morton@goldenwesthf.org

8.5 Invoices, in duplicate, shall contain the following information:

- (a) Contract No. EUCOM/15JPSS20D00000035
- (b) Work activity presented in accordance with the approved format.
- (c) Payment advice, including wire transfer information

8.6 Each invoice shall be accompanied by such data as the Owner may require to substantiate Contractor's right to payment, such as copies of invoices and requisitions from Subcontractors.

8.7 Contractor warrants that title to all Contract Deliverables covered by an invoice will pass to the Owner on

the earlier of incorporation into the Project or the time of payment. Contractor further warrants that it shall bear the risk of loss or damage of the Work at all times prior to Substantial Completion. Contractor shall represent and warrant in all invoices that all completed Contract Deliverables shall be free and clear of all liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.8 The Owner is immune from the payment of import duties, sales, use and excise taxes and the Moldova Ministry of Defence shall provide the Contractor with evidence of such tax exemption certification upon request. Contractor authorizes the Owner to deduct from any invoice presented in connection with this Contract any allocation for duties or taxes, without prior notice to Contractor and without cost to the Owner. Payment of such corrected invoiced amount shall constitute full payment by the Owner.

8.9 Points of contact for Tax exemption shall be: Lt. Col. Oleg Pulbere
oleg.pulbere@army.md

8.10 Contractor and all Subcontractor(s) shall use reasonable efforts to ensure that funds paid to Contractor and Subcontractor(s) by the Purchaser are not used to finance, support or conduct terrorism.

ARTICLE 9. SUBSTANTIAL COMPLETION

9.1 Contractor shall commence performance of the Work under this Contract by the date of this signed contract ("Contract Commencement Date") and Substantially Complete the Work no later than **31 May 2022** ("Scheduled Substantial Completion Date"), as such date may be extended pursuant to the terms of the Contract Documents. Substantial Completion is the stage in the progress of the Work when there is sufficient completion to allow beneficial use by the Owner. The Owner's occupancy or use of any portion of the Work or Work site shall not constitute the Owner's acceptance of any Work which is not in accordance with the requirements of the Contract Documents, nor relieve Contractor from: (a) its obligation to complete the Work; (b) responsibility for loss or damage due to or arising out of defects in, or malfunctioning of the Work; nor (c) from any other unfulfilled obligations or responsibilities under the Contract Documents.

9.2 Within ten (10) calendar days after the Contract Commencement Date, Contractor shall provide a detailed schedule of Work to the Owner's PM for review and acceptance, in writing.

ARTICLE 10. CHANGES AND MODIFICATIONS

10.1 The Owner may, at any time and without notice to the sureties (if any), by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes in:

- (a) the Specifications, including plans, drawings and designs;
- (b) the method or manner of performance of the Work;
- (c) the Owner furnished facilities, equipment, materials, services or site;
- (d) directing acceleration in the performance of the Work;
- (e) the method of shipping or packing; or
- (f) the date or place of delivery, performance or completion.

10.2 If Contractor receives any other written or oral order from the Owner's staff, representatives, Project Office or Owner's Project Manager (which includes instruction, interpretation, or determination) that Contractor believes causes a change or that otherwise may impact the Contract Price or Scheduled Substantial Completion Date, Contractor must give the Owner written notice within seven (7) business days of such written or oral order stating

- (a) the date, circumstance and source of the change; and

- (b) that the Contractor regards the order as a change to the Contract. The Chief, Corporate Procurement Unit, shall respond in writing to Contractor's notice in a timely manner. It is expressly understood that, except as provided in this Section, no order, statement or conduct of the Owner staff or its representatives shall be a change to this Contract or entitle Contractor to an equitable adjustment in the Contract Price or Scheduled Substantial Completion Date. The failure to comply with the seven (7) day notice above shall be a waiver of Contractor's right to claim an equitable adjustment.

10.3 If any change under this Article causes an increase or decrease in Contractor's cost of, or the time required

for the performance of any part of the Work under this Contract, whether or not changed by any such order, the Chief, Corporate Procurement Unit shall make an equitable adjustment in the Contract Price and/or Scheduled Substantial Completion Date and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment in the Contract Price shall be made for any costs incurred more than seven (7) days before Contractor gives written notice as required in Section 10.02 above. In the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by Contractor in an attempt to comply with the defective specifications.

10.4 Within thirty (30) days of the earlier of: (a) receipt of the Owner's written response to the notice under Section 10.02 above; or (b) receipt of the Procurement Representative's determination based upon Contractor's notification under Section 10.02 above, Contractor must submit a written statement describing a detailed description of the changes and the amount of any claimed impact to adjustment of the Contract Price and/or Scheduled Substantial Completion Date. Contractor may include this statement in its notice under Section 10.02 above. However, no adjustment for any change under Section 10.02 above shall be made for any costs incurred more than seven (7) days before Contractor gives written notice as required. Failure to submit such a statement within the thirty (30) day limit specified herein shall be deemed a waiver of the Contractor's right to an equitable adjustment. No proposal by Contractor for equitable adjustment shall be allowed if asserted after final payment under this Contract.

10.5 The failure of Owner and Contractor to agree to any adjustment hereunder, including any claims as to the entitlement of an adjustment, or any disputed amount of the increase in the Contract Price or Scheduled Substantial Completion Date, shall be a dispute to be resolved in accordance with Article 21 (Disputes). Unless directed otherwise by Owner, Contractor shall have the duty to diligently proceed with the Work in accordance with Owner's instructions pending the resolution of the dispute, and nothing in these Contract Documents shall excuse Contractor from proceeding diligently with the Contract.

ARTICLE 11. TIME EXTENSIONS AND LIQUIDATED DAMAGES

11.1 If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Scheduled Substantial Completion Date shall be reasonably extended provided, however, that Contractor can demonstrate that: (a) such events have or will delay the critical path and the Scheduled Substantial Completion Date; (b) it has complied with the notice and submission requirements set forth in Section 11.02 below; and (c) Contractor, in view of all the circumstances, has exercised reasonable efforts to avoid and mitigate the delay. By way of example, events that will entitle Contractor to such an extension include acts or omissions of Owner or anyone under Owner's control, changes in the Work, and Force Majeure Events.

11.2 Contractor shall, within seven (7) calendar days after encountering the above events which cause delay to the Work, submit to the Owner in writing a notification describing such events in reasonable detail, as well as the nature and cause of the event and its expected duration and impact on the performance of the Contract. Contractor shall, within fourteen (14) calendar days of the preceding notification, provide Owner with a time impact analysis to establish the specific basis for its request for time extension to the Scheduled Substantial Completion Date, as well as evidence supporting any claimed increase in the Contract Price arising from the event. Failure by Contractor to comply with these requirements shall constitute a waiver by Contractor of any claim.

11.3 Contractor expressly waives its right to recover any damages for delay to the Scheduled Substantial Completion Date caused by any Force Majeure Event, with the understanding that its sole remedy shall be an extension of the Scheduled Substantial Completion Date.

11.4 If Contractor fails to achieve Substantial Completion on or before the Scheduled Substantial Completion Date, the actual damage to the Owner will be difficult or impossible to determine. Therefore, in lieu of actual damages, Contractor shall pay to the Owner fixed liquidated damages, for each calendar day of delay beyond the Scheduled Substantial Completion Date, the sum of USD 500.00 per day so delayed subject to maximum limit of USD 25,000.00 or 50 days beyond the date for Substantial Completion. Owner shall have the right to set-off such liquidated damages from any payments due, or that may become due, to Contractor hereunder.

ARTICLE 13. FINAL INSPECTION

13.1 When all of the Work is complete, Contractor shall notify the Owner in writing so that the Owner may conduct a final inspection and, if required, prepare a punch list stating all deficient items which are to be corrected promptly by the Contractor.

13.2 The Owner will conduct its final inspection within a reasonable time after notification by Contractor. A punch list will be prepared as a result of such final inspection, the Owner shall provide to Contractor in a timely manner two (2) copies of the punch list.

13.3 Contractor, at its sole cost and expense, will correct all punch list items, return one copy of the punch list with corrections initialed, and contact the Owner when ready for re-inspection. The Owner shall notify Contractor of the re-inspection date. The Owner will not consider the Work eligible for acceptance and final payment until all punch list items have been corrected and approved by the Owner.

ARTICLE 14. FINAL PAYMENT

14.01 Final payment shall be paid by the Owner to Contractor when the Work has been fully completed and finally inspected, the Contract fully performed, a final invoice has been approved by the Owner's PM, and Contractor has submitted to the Owner each of the following: (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied; (b) consent of surety, if any, to final payment; (c) all Drawings, approved Shop Drawings, Product Data and Samples required by this Contract to be delivered by Contractor to the Owner; and (d) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be required by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all costs and attorney's fees.

ARTICLE 15. WARRANTY

15.1 Contractor warrants that the Work:

- (a) is in conformance with the requirements of the Contract Documents;
- (b) is of good quality and new, unless otherwise required or permitted by the Contract Documents;
- (c) is free of any defect in equipment, material, or design furnished, or workmanship, whether performed by Contractor or any Subcontractor; and
- (d) is in accordance with all construction principles, practices and methods generally accepted as standards of the industry for projects similar in nature, size and complexity to this Project.

15.2 If required by the Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in performance of the Work.

15.3 Work not conforming to the warranty set forth in Section 15.01 above, including substitutions not properly approved and authorized by the Owner, may be considered defective by the Owner. In such case, the Owner has the right to reject the materials or equipment or to terminate the Contract for default and without prejudice to any other rights the Owner may have arising from such breach. Alternatively, the Owner may allow Contractor to repair, replace or rework the non-conforming Work at the Owner's option, or to retain the Work in accordance Section 15.13 below. In such event, the Owner's continued use shall not be deemed a waiver of Contractor's breach of warranty.

15.4 If, during the period of one (1) year from the date of Substantial Completion of the Work, or, if the Owner takes possession of any part of the Work prior to Substantial Completion, for the period of one (1) year from the date the Owner takes possession, any Work is found to be in violation of the above-referenced warranty or otherwise defective, Contractor shall remedy, at Contractor's expense, any such violation or defect. In addition, Contractor shall remedy at Contractor's expenses any damage to the Owner owned or controlled real or personal property when that damage is the result of:

- (a) Contractor's failure to conform to the requirements of the Contract Documents; or
- (b) Any defect of equipment, material, workmanship or design furnished.

15.5 Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. For any Work so remedied or corrected by Contractor, Contractor agrees that its obligation to remedy and correct shall be extended for one (1) year from the date of repair or replacement.

15.6 The Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure,

defect or damage.

15.7 If Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.

15.8 With respect to all warranties, express or implied, from Subcontractors for Work performed and furnished under this Contract, Contractor shall:

- (a) Obtain all warranties that would be given in normal commercial practice;
- (b) Require all warranties be executed, in writing, for the benefit of the Owner, if so directed in this Contract or by the Owner; and
- (c) Enforce all warranties for the benefit of the Owner, if so directed by the Owner.

15.9 The Owner may directly enforce any Subcontractor's warranty, including bringing suit against the Subcontractor.

15.10 Unless a defect is caused by the negligence of Contractor or a Subcontractor, Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner or for the repair of any damage that result from any defect in Owner-furnished material or design.

15.11 The warranties and rights under this Article shall not limit the Owner's rights under Article 13 (Final Inspection) with respect to latent defects, gross mistakes, or fraud.

15.12 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Article relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

15.13 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 16. INSURANCE

During the term of this Contract, Contractor agrees to secure and maintain in effect, at its own expense, the following minimum insurances.

- 1) Provide **Workers Compensation Coverage and Employer's Liability Coverage** per Moldovan Law.
- 2) Provide **Commercial General Liability Coverage** (aka Public Liability Coverage) for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

This General Liability Policy should be endorsed to list the following companies as Additional Insured:

-Golden West Humanitarian Foundation, 6355 Topanga Canyon Bl, #517, Woodland Hills, CA 91367 USA

-PAE Government Services Inc. 1320 N. Courthouse Road, Suite 700, Arlington, VA 22201 USA

- 3) Provide **Commercial Automobile Liability Coverage** for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage liability.

This Commercial Automobile Policy should be endorsed to list the following companies as Additional Insured:

-Golden West Humanitarian Foundation, 6355 Topanga Canyon Bl, #517, Woodland Hills, CA 91367 USA

-PAE Government Services Inc. 1320 N. Courthouse Road, Suite 700, Arlington, VA 22201 USA

Contractor shall provide the Owner with certificates of insurance for these coverages within seven (7) calendar days of execution of this Contract. Said certificates shall provide for a thirty (30) day cancellation notice from the insurer(s) on

all coverages with a copy of such cancellation notice to be sent directly to the Owner from the insurer(s). Contractor shall also promptly provide the Owner with new certificates of insurance upon renewal of or material changes in each insurance policy. Contractor shall cause its liability Insurance Provider (s) to name the Owner (Golden West Humanitarian Foundation) as an additional insured, as its interest may appear with respect to the Contract. Provision of Certificates of Insurance is a condition precedent to payment under this Contract. Contractor shall obligate and be responsible for all of its Subcontractors providing similar coverages and shall obtain from them certificates of insurance which shall be placed on file and made available for Owner examination. In any event, Contractor shall be liable to the Owner for any damages due to performance of any Subcontractor.

ARTICLE 17. INDEMNIFICATION

17.1 To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Owner, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that are due to:

- (a) bodily injury, sickness or death, or property damage or destruction (other than the Work itself), to the extent resulting from the negligent or wrongful acts or omissions of, or failure to comply with the Contract Documents by, Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable;
- (b) violation of any intellectual property rights of third parties, including without limitation rights relating to patents, trademarks, copyrights, or trade secrets, by Contractor, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable;
- (c) compensation for claims covered by Contractor's Workers' Compensation insurance; or
- (d) violations of the obligations set forth in Article 34 (Child Labor) and/or Article 35 (Fair Labor Standards).

17.2 If an employee of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Contractor's indemnity obligations shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

17.3 The obligation set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE 18. SUSPENSION OF WORK

18.1 The Owner may order Contractor, by written notice, to suspend, delay or interrupt all or any part of the Work for the period of time that the Owner determines appropriate for the convenience of the Owner.

18.2 If this suspension, delay or interruption is unreasonable in duration, the Owner shall modify the Contract accordingly to adjust for any change to the Contract Price or Scheduled Substantial Completion Date, caused by the Owner's action or inaction in unreasonably suspending, delaying or interrupting the Work, provided, however, that under no circumstances will Contractor be entitled to claim any profit for a suspension. No adjustment will be made for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of Contractor, or suspensions arising from Contractor's failure to abide by its safety obligations hereunder.

18.3 A request for adjustment under this Article shall not be allowed: (a) for any costs incurred more than twenty (20) days before Contractor notifies the Owner in writing of the Owner's act or failure to act that allegedly caused the suspension, delay or interruption involved; and (b) unless the request, in an amount stated, is asserted in writing within seven (7) days after the end of the suspension, delay or interruption.

ARTICLE 19. TERMINATION FOR CONVENIENCE

19.1 The Owner may terminate the Contract in whole or in part at any time if Owner determines, in its sole and absolute discretion, that a termination is in its best interests. Owner shall effect the termination by sending written notice of such termination to Contractor, which notice shall state that termination is for the Owner's convenience, the extent to which performance of services under the Contract is terminated, and the termination date. Unless otherwise instructed by the Owner, Contractor shall stop work immediately on receipt of notice and follow the instructions and directions of Owner.

19.2 In the event of a termination for convenience, Contractor shall be entitled to be paid for Work properly performed by Contractor prior to the effective date of termination, provided, however, that such payment shall not

exceed the total Contract Price after adjustment to account for the price associated with Work not performed. Contractor will also be paid for demobilization costs, termination penalties, and other reasonable wind-down expenses, provided, however, that all such costs, penalties and expenses shall have been unavoidable, actually incurred by Contractor, and directly related to the termination. Contractor shall not be allowed, and expressly waives, payment for profit on Work which was not performed as of the termination date. Under no circumstances shall Contractor be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination for convenience.

ARTICLE 20. TERMINATION FOR DEFAULT

20.1 If Contractor materially fails to prosecute the Work in accordance with the Project schedule or in the manner required by the Contract Documents, or if the Work does not conform, in all respects, to the requirements of the Contract Documents, or Contractor becomes insolvent or unable to meet its payment obligations when due, or breaches any other material obligation of the Contract Documents, the Owner will give Contractor written notice describing the reasons for default and a reasonable opportunity to cure.

20.2 If the Contractor does not cure the default within the period specified, the Owner may, without prejudice to any other rights available to it by law, terminate the Contract for default by written notice, specifying the reason for the default, the portion(s) of the Contract defaulted and the effective date of default.

20.3 Notwithstanding anything herein to the contrary, Owner shall have the right, in its sole discretion, to terminate the Contract for default if Contractor is in breach of any provision of Article 29 (Procurement Integrity), and Owner shall have the right to do so without giving Contractor an opportunity to cure. If Contractor is identified on any terrorist sanctions list recognized by the Owner, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this Contract shall be subject to immediate termination for default upon written or oral notice to the Contractor. In such case all funds paid to the Contractor shall be returned to the Owner.

20.4 In addition to any other remedy available to the Owner, if, as a result of Contractor's default, the Owner re-procures all or any part of the Work, Contractor shall be liable for all excess costs of re-procurement, including but not limited to reasonable attorneys' fees.

20.5 If Owner fails to pay undisputed amounts owed to Contractor within forty-five (45) days of the date such payment is due under this Contract, and then fails to make such payment within five (5) days following Contractor's delivery to Owner of a written notice of such nonpayment, Contractor shall have the following remedies, which remedies are exclusive:

- (a) Contractor shall be entitled to suspend the Work after delivery of a written notice to Owner. If Contractor claims that the suspension has affected the cost or time of performance, it shall follow the processes set forth in Article 18 (Suspension of Work).
- (b) Contractor shall be entitled to terminate this Contract for default if a suspension for nonpayment continues for more than one hundred eighty (180) consecutive days. The termination shall become effective if, after such 180-day period, Owner fails to cure the nonpayment within twenty (20) days of its receipt of a written notice from Contractor of its intent to terminate. Upon such termination, Contractor shall be entitled to the payment set forth in Article 18 (Suspension of Work). Under no circumstances shall Contractor be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination for default.

ARTICLE 21. DISPUTES

21.1 Any dispute or difference arising out of, or in connection with, this Contract or the breach thereof which cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the UNCITRAL Arbitration Rules then in effect. The arbitration shall take place in the City of Los Angeles. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy.

21.2 In resolving a dispute hereunder, the parties agree that the Contract will be interpreted in accordance with the substantive laws of the City of Los Angeles.

21.3 Pending final resolution of any claim, dispute or action arising under or related to this Contract, Contractor

shall, if requested by the Purchaser, proceed diligently with the performance of this Contract.

ARTICLE 22. CONSEQUENTIAL DAMAGES

22.1 Notwithstanding any other provision of the Contract, in no event shall either Contractor or Owner be liable to the other party for indirect, incidental, special, punitive or consequential damages of any nature, including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such damages is known at the time of the execution of this Contract.

22.2 The exclusion of consequential damages set forth in Section 22.01 above shall not exclude or affect: (a) Contractor's obligation to pay liquidated damages in accordance with Article 11 (Time Extensions and Liquidated Damages); (b) Contractor's liability for fraud or intentional misconduct; or (c) Contractor's liability for its indemnity obligations in accordance with Article 17 (Indemnification).

ARTICLE 23. SAFETY

23.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract to prevent damage, injury and loss to employees, other persons and the Work. Contractor shall designate someone within its organization to oversee all safety aspects of the Work.

23.2 Contractor agrees to:

- (a) furnish machinery, tools, supplies and equipment that meet with all applicable safety standards;
- (b) require all Contractor personnel and Subcontractors to comply with all applicable safety rules, including those specified by Contractor and the Moldova Ministry of Defence;
- (c) secure all flammables at the close of each workday in nonflammable containers in designated storage areas provided by the Moldova Ministry of Defence; and
- (d) ensure that its work areas assigned by the Moldova Ministry of Defence to the Contractor are cleaned daily and remain free of hazards.

23.3 Contractor shall comply with applicable local laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety or the protection from damage, injury or loss of persons and property.

23.4 In the event Owner determines that Contractor is in violation of its safety obligations hereunder, Owner shall have the right to direct Contractor to immediately stop the Work and correct the violation, and Contractor shall comply with such directive at Contractor's sole cost and expense.

23.5 When the Work requires or involves the use/storage of explosives, other hazardous materials or unusual methods for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

23.6 If Contractor encounters material on site which it believes to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, which has not been rendered harmless, Contractor shall stop Work immediately in the area affected and report the condition to the Owner, in writing. Thereafter:

- (a) if the material is hazardous and has not been rendered harmless, Contractor may not resume Work in the affected area, except by written agreement of the Owner and Contractor; or
- (b) if the hazardous material(s) has been rendered harmless, or is determined by the Owner not to exist in the designated Work area, Contractor may resume Work in the affected area by written agreement of the Owner and Contractor.

ARTICLE 24. OWNERSHIP RIGHTS AND OWNER PROPERTY

24.1 All Owner property, including but not limited to equipment, facilities, fixtures, drawings, patterns, molds, jigs, research, writings, data in any format (including electronic), or other information furnished to Contractor by the Owner / Ministry of Defence, Moldova for use in the performance of this Contract, shall at all times be the property of the Owner / Ministry of Defence Moldova. Upon completion, termination or expiration of this Contract, or at such other times as the Owner may direct, Contractor will return to the Owner all such property, at Contractor's expense.

24.2 All drawings and designs are the property of the Moldova Ministry of Defence at the time they are

submitted to the Owner & contractor for use.

24.3 On signing of this contract, the design will be available to **Prestigiu-AZ** according to the Moldova Ministry of Defence SOP for the classified information. As soon as we have the contract number, the Moldova Ministry of Defence will issue the Minister Order, where it will be defined:

- i. Who, when and how will turn over the classified design drawings to the Contractor.
- ii. Who (and how) will pay the taxes (20%). This will be the responsibility of the Moldova Ministry of Defence.
- iii. Who will give the permits for the entry of the employees to the site.
- iv. The point of contact for the progress of the project within the Moldova Ministry of Defence.

ARTICLE 25. AUDIT

25.1 As used in this Article, "Records" shall include, without limitation, books, documents, accounting records, payroll payment records, accounting policies, practices, and procedures, subcontractor files, original estimates and estimate worksheets, records relating to services or quantities delivered, hours of work performed, compliance with contract requirements, proposals, pricing of the contract, subcontract, or modifications, or any other cost, price adjustment, or extra charge claimed under the Contract, change order files, and any other records or performance reports which may have a bearing on matters associated with the Work, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

25.2 Contractor agrees to maintain, in accordance with sound and generally accepted accounting procedures and practices, Records of all direct and indirect costs and disbursements of any nature involving transactions related to this Contract or a Subcontract.

25.3 Contractor shall make its Records available at its office for examination, audit, or reproduction by Owner or Owner's designated representative, at all reasonable times until the expiration of five (5) years after the date of final payment, or for such shorter or longer period, if any, as is required by other Articles of this Contract. Owner shall have the right to examine and audit all Records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in the performance of this Contract.

25.4 If Contractor or any Subcontractor has submitted cost or pricing data in connection with this Contract, Owner or its designated representative shall have the right to examine and audit all of Contractor's and Subcontractor's Records prepared or used by Contractor and/or Subcontractor, including related computations and projections, in order to evaluate the accuracy, completeness and currency of such data.

25.5 In the event an audit determines that Owner has overpaid Contractor, Owner, in addition to any other rights it may have as a matter of law, shall have the right to: (a) deduct the amount of such overpayment from any payments due, or that may become due, to Contractor under this Contract; and/or (b) demand that Contractor reimburse Owner the amount of any such overpayment. The aforementioned rights shall also apply to any obligations Contractor owed but did not provide to its employees or Subcontractors under this Contract.

25.6 The obligations of Contractor under this Article shall be incorporated into all Subcontracts of any tier, and Owner shall have the rights to examine, audit and reproduce Records of all Subcontractors to the same extent and manner as if such Subcontractor was in privity of contract with Owner.

25.7 The failure of Contractor to comply with the requirements of this Article shall be a material breach of Contract.

ARTICLE 26. CONFIDENTIALITY

26.1 Contractor shall keep all work and services carried out hereunder for Owner entirely confidential, and not use, publish, or make known to any persons other than its personnel and Subcontractors any information, whether developed by Contractor or provided by Owner, without Owner's prior written authorization. Contractor may not publish any articles or make any presentations relating to the Contract or Work, nor shall it refer to data, information or materials generated as part of the Contract or Work, without the prior written consent of Owner. For the avoidance of doubt, Owner shall have the right, in its sole discretion, to withhold the authorizations and/or consents referred to in the preceding sentences.

26.2 The foregoing obligations shall not apply to any information that was in Contractor's possession prior to commencement of work under this Contract, or which is or shall become available to the general public in a printed

publication through no fault of the Contractor, and provided further that this obligation shall in no way limit Contractor's internal use of such work. Any public representation regarding the Owner shall be made by Owner and any requests for information concerning the Contract or Work made to Contractor by the news media, or others, shall be referred to the Owner. Information Contractor considers as proprietary or confidential, and which Contractor has marked as proprietary or confidential, will be treated by Owner in the same manner as Owner treats its own proprietary or confidential information.

26.3 Notwithstanding the provisions of this Article 26, for any contract the Owner reserves the right to publicly disclose contract award information – specifically, in relation to the Contractor, the name of the Contractor receiving the contract and its country, a brief description of the contract goods or services, and the contract award amount. Contractor's proposal and contractual documents will remain confidential and therefore not subject to disclosure.

ARTICLE 27. OWNER NAME/LOGO

27.1 Contractor may not use the Owner's name and/or logo in any manner other than as identified in Section 27.2 below without first obtaining written permission from the Owner's Chief, Corporate Procurement Unit.

27.3 Contractor may, without prior approval of the Owner, use the Owner's name among its references in its customer lists or resumes. Any other use of the Owner's name, including use of the Owner's logo or discussion of the Work performed by the Contractor for the Owner, is not authorized.

ARTICLE 28. CLOSE RELATIVES

28.1 Not applicable as part of this contract.

ARTICLE 29. PROCUREMENT INTEGRITY

29.1 Contractor agrees to adhere to the highest standards of ethical competence and integrity in the performance of this Contract, having due regard for the nature and purposes of the Owner as an international organization, and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith.

29.2 Contractor represents and warrants that it follows, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract.

29.3 Contractor acknowledges that it is aware of and will comply with the Owners policies including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies. Contractor warrants that Contractor and Contractor's employees, Subcontractors and Subcontractors' employees are in compliance with Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

29.4 Contractor and all Subcontractors shall use reasonable efforts to ensure that funds paid to Contractor and all Subcontractors by the Owner are not used to finance, support or conduct terrorism.

29.5 Contractor and Contractor's employees, Subcontractors and Subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to the Owner under this Contract.

29.6 Contractor warrants that no official of the Ministry of Defence of Moldova or its member governments has received or will be offered by Contractor any direct or indirect gifts, favors or benefit arising from this Contract or the award thereof.

29.7 The remuneration of the Contractor shall constitute the sole remuneration in connection with this Contract. The Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract, or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Subcontractors, and the employees, agents and representatives of Contractor and any Subcontractors shall not receive any such additional remuneration. Contractor shall disclose in writing, by providing Notice to Owner pursuant to Article 43 (Notices), all fees, commissions, rebates, and discounts paid or received in connection with this Contract.

29.8 Contractor agrees that, within 30 days of having reasonable grounds to believe that Contractor, Contractor's employees, Subcontractors or Subcontractors' employees have: (a) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing this Contract; (b) violated Owner's Vendor

Integrity Policies: (c) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (d) used funds paid by the US Government to Contractor or any Subcontractors to finance, support or conduct terrorism or (e) an actual, potential or apparent conflict of interest, Contractor will disclose in writing, by providing Notice to Owner pursuant to Article 43 (Notices), such violations, conduct, prohibited use of funds, or conflicts of interest.

29.9 Contractor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Contractor employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Owner or other proper authority information relating to a violation of Owner's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of this Contract.

29.10 Contractor agrees that Owner has a right to audit Contractor's and Subcontractor's compliance with this Article pursuant to Article 25 ("Audit") of this Contract.

29.11 Contractor agrees that a breach of this Article is a material breach of an essential term of this Contract.

ARTICLE 30. BACKGROUND INVESTIGATION

30.1 Prior to employing individuals or Subcontractors to perform services under this Contract on Ministry of Defence Moldova premises, Contractor agrees, at its own expense, to perform or cause to be performed the following background investigation, and to maintain, or cause to be maintained, the results of the investigation in its employee's and its Subcontractor's employee's file:

- (a) Criminal records search over the last seven (7) years, with such search being conducted in all jurisdictions where the individual worked and jurisdictions where the individual indicated maintaining residence; and
- (b) Employment history verification, including dates of employment performance, salary, job title, and eligibility for re-hire, etc., and work permit to ensure they are valid and issued in the corresponding name. Contractor shall represent and warrant that its employees and its Subcontractors' employees assigned to work on the Owner premises: (a) have not been convicted of a Crime during the last seven (7) years; and (b) have a valid work permit based on local law. For purposes of this Article, the term 'Crime' shall mean a crime that, if committed in the country would be classified as a felony under local law. It will be necessary to re-accomplish investigations prior to requesting renewal of Owner-issued ID cards.

ARTICLE 31. ASSIGNMENT

31.1 Neither this Contract nor any duty or right under it shall be delegated, subcontracted or assigned by Contractor without the prior written consent of the Owner, except that claims for monies due or to become due under this Contract may, in accordance with Section 31.02 below, be assigned to a bank, trust company, or other financial institution, including any federal lending agency, by Contractor without such consent.

31.2 In the event that Contractor does assign any monies due or to become due to it hereunder, Contractor shall provide the Owner with two copies of each and every such assignment. Contractor also hereby agrees, notwithstanding the terms of any such assignment, that the Owner may subject any payments to an assignee to set-off or recoupment for any present or future claim or claims which the Owner may have against the Contractor. The Owner reserves the right to make direct settlements or adjustments in price or both, with Contractor under the terms of this Contract and without notice to any assignee. Contractor shall indemnify and hold harmless the Owner against any liability that may arise as a result of such assignment.

ARTICLE 32. ENVIRONMENTAL

32.1 In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, wherever possible, Contractor will perform the Work by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services. It is recognized that a cost analysis may be required in order to ensure that such products are made available at competitive prices.

ARTICLE 33. DIVERSITY

33.1 The Contractor will provide opportunities for access and growth of entities owned and controlled by

minorities, women, and disabled persons with an emphasis on measurable results and continuous improvement.

ARTICLE 34. CHILD LABOR

34.1 Forced or indentured child labor means all work or service: (a) exacted from any person under the age of eighteen (18) under the menace of any penalty for its non-performance and for which the worker does not offer himself voluntarily; or (b) performed by any person under the age of eighteen (18) pursuant to a contract the enforcement of which can be accomplished by process or penalties. Contractor certifies that no forced or indentured child labor was used to mine, produce, or manufacture, in whole or in part, any end product or component, or perform any service furnished under this Contract.

ARTICLE 35. FAIR LABOR STANDARDS

35.1 Contractor shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Contractor shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

ARTICLE 36. PUBLIC HEALTH PLANS AND CONTINGENCY

36.01 In the event of a Pandemic Influenza outbreak, SARS outbreak, other biomedical emergency, or other catastrophe ("Public Health Event or Other Catastrophe"), Contractor agrees to take all reasonable measures to continue performance of the Contract with a minimum of delay, interruption or other disruption, if Owner designates this Contract as mission critical and essential to the ongoing operations of Owner. If Owner so designates this Contract, within thirty (30) days after award, Contractor will submit to Owner, for its review and approval, a contingency plan detailing how Contractor will continue performance of this Contract with a minimum of delay, interruption or other disruption in the event of a Public Health Event or Other Catastrophe. In the event of a Public Health Event or Other Catastrophe, Owner and Contractor shall immediately discuss and agree upon the measures to be taken, with the expectation that the contingency plan will be the baseline for discussions. Contractor shall be entitled to relief under Article 11 (Time Extensions and Liquidated Damages) and Article 10 (Changes and Modifications) in the event of a Public Health Event or Other Catastrophe.

ARTICLE 37. FORCE MAJEURE

37.1 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from a Force Majeure Event, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

37.2 A Party affected by a Force Majeure Event shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

37.3 A Party affected by a Force Majeure Event shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event and its expected duration and impact on the performance of this Contract, and shall similarly give notice of the restoration of normal conditions as soon as possible.

37.4 The Parties shall take all reasonable measures to minimize the consequence of any Force Majeure Event.

37.5 Any period within which a Party is required by this Contract to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure Event, provided that such Party has provided notice as required by this Article.

ARTICLE 38. SEVERABILITY

38.01 If any term or provision of this Contract shall to any extent be invalid and unenforceable, the remainder of the Contract shall be valid and shall be enforced to the extent permitted by law.

ARTICLE 39. LANGUAGE

39.01 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

ARTICLE 40. CONFLICTS OF LAW

40.01 Any provision of this Contract prohibited by the laws of any jurisdiction where Work is carried out or performed shall be ineffective within said jurisdiction, without invalidating the remaining provisions of this Contract.

ARTICLE 41. PRESERVATION OF IMMUNITIES

41.01 Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of any member of the Golden West Humanitarian Foundation, which privileges and immunities are specifically reserved.

ARTICLE 43. NOTICES

43.01 Any notice, including without limitation any notification, claim, or request for consent or authorization, required or permitted to be given under this Contract, shall be in writing addressed to the person identified below and shall be deemed to have been given if: (a) sent by registered or certified mail; or (b) transmitted by any other means if and when receipt is acknowledged by the person identified below. No authorization or consent required under this Contract shall be effective unless and until given in writing by the person identified below:

43.2 For the Owner: **The Golden West Humanitarian Foundation**

Address:
6355 Topanga Canyon Blvd,
Suite 517,
Woodland Hills,
CA 91367,
United States of America

43.3 For the Contractor: **Prestigiu_AZ**

3, Padurilor str, Tohatin
Chisinau, Moldova MD2092

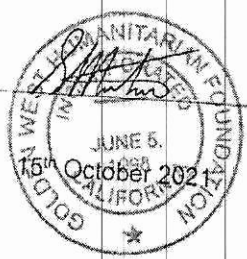
ARTICLE 44. ENTIRE CONTRACT

44.01 This Contract, including the Contract Documents attached hereto and referenced herein, constitutes the entire, integrated understanding and agreement between the parties and supersedes any oral or prior written agreements with respect to the subject matter of this Contract.

IN WITNESS WHEREOF the parties have caused this Contract No. EUCOM/#15JPSS20D00000035 to be executed.

Signatures

GOLDEN WEST HUMANITARIAN FOUNDATION

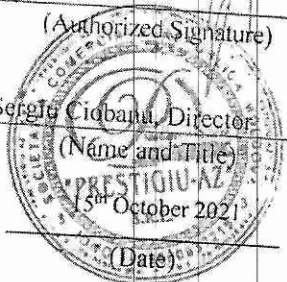


PRESTIGIU-AZ

(Authorized Signature)

Sergiu Ciobanu, Director

(Name and Title)



(Date)



CONTRACT NO. EUCOM/EUCOM/#15JPSS20D00000035 MODIFICATION "A"

This modification, made on 21 February 2022, by and between the **GOLDEN WEST HUMANITARIAN FOUNDATION**, on behalf of the United States European Command (EUCOM) HMA Program (hereafter referred to as the Owner), and **PRESTIGIU-AZ** (hereafter referred to as the contractor).

WHEREAS, the parties entered into a Contract dated 15th October 2021 whereby Contractor provides Engineering Services at the Moldova Ammunition & Explosives Storage Area, Floresti and Cahul, Moldova

WHEREAS, the parties now desire to modify this contract;

PURPOSE: To authorize additional work and increase the contract price.

1. **PURSUANT TO ARTICLE 10 CHANGES AND MODIFICATIONS**, the Owner hereby authorizes the change as detailed in the attachment to this document:

a. Works detailed in the attached document, of a value of **USD 7,046.29** (Seven Thousand and Forty Six United States Dollars and Twenty Nine Cent), in addition to the works requiring completion detailed in the Annex A, Scope of Work, of a value of **USD 515,811.16** (Five Hundred and Fifteen Thousand, Eight Hundred and Eleven United States Dollars and Sixteen Cents), of the contract and,

b. Volume of works actually carried out so far

2. **PURSUANT TO ARTICLE 7 CONTRACT PRICE**, the Owner hereby revises the total contract price excluding VAT, as follows:

*7.1 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and additional work therein the Contract Price of **USD 522,857.45** (Five Hundred and Twenty Two Thousand, Eight Hundred and Fifty Seven United States Dollars and Forty Five Cents) or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

This modification shall be effective as of 21 February 2022. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be signed by their duly authorized officer(s).

Director
Prestigiu - AZ SRL
Cobanu Sergiu



INVESTITOR
Golden West Humanitarian Foundation
GESTIONAR
Brigada 3 infanterie motorizată
ANTREPRENOR
SRL „Prestigiu-AZ”

**PROCES-VERBAL
DE RECEPȚIE FINALĂ**
Nr. 138/ din „02” 09 2022

**Lucrări de construcție și reparație
la depozitele de muniții
din cadrul Brigăzii 3 infanterie motorizată**

Cahul

Obiectul „Lucrări de construcții și reparații la depozitele de muniții” este executat în cadrul Brigăzii 3 infanterie motorizată conform contractului EUCOM/P010247335 din 15 octombrie 2021 încheiat între Golden West Humanitarian Foundation și SRL „Prestigiu-Az”.

1. Comisia de recepție finală și-a desfășurat activitatea în intervalul 02
09 2022, instituită prin ordinul Comandantului Brigăzii 3 infanterie motorizată nr. 221 din 03.08. 2022, fiind formată din:

Președintele comisiei:

locotenent-colonei Anatolie STRATU, locțiitor comandant de brigadă (șef S4 secție logistică) stat major.

Membrii comisiei:

maior Valeri DUȘA, șef serviciu cazare S4 secție logistică stat major;
căpitan Iliă GARABAJIU, șef serviciu armament și muniții S4 secție logistică stat major;
sergent clasa II Iurie CIOBANU, șef depozit (muniții) grupă depozite pluton asigurare companie logistică.

2. Au mai participat la recepție în calitate de invitați:

Reprezentantul J4 Direcție logistică, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION, ofițer principal secție armament și blindate.

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

funcționar Victor MORGOCI, inspector superior secție infrastructură și supraveghere tehnică (de specialitate inginer construcții) Direcție administrare bunuri imobile.

Reprezentanții Antreprenorului:

Serghei CIOBANU, directorul SC „Prestigiu-Az” SRL;
Ion STRILETCHII, diriginte de șantier atestat.

3. Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate a constatat următoarele:

1) Lucrările pe specialități au fost executate și recepționate conform procesului verbal de recepție la terminarea lucrărilor nr. ___ din „02”
09 2022;

2) Conform demersului SC „Prestigiu-Az” SRL nr. 18 din 26.07.2022 lucrările de construcții și reparații au fost terminate la data de „26” iulie 2022;

3) Observații a comisiei de recepție finală: **fară obiecții**;

4) În baza datelor prezentate de către Antreprenor, valoarea totală a obiectului (inclusiv utilajul), la data de „02” 09 2022 constituie **469 297,39 USD**, echivalentul **8 536 170,97 lei/MD**, care vor fi repartizate și luate la evidență contabilă, de către reprezentanții secției financiare a Brigăzii 3 infanterie motorizată, după cum urmează:

- valoarea lucrărilor de construcție, conform bilanțului de transmitere la data de „02” 09 2022 constituie 7 990 624,21 lei/MD, care vor fi luate la evidență contabilă, conform anexei nr.1.

- valoarea utilajului tehnologic și a bunurilor materiale montate la obiect, conform bilanțului de transmitere la data de „02” 09 2022 constituie 545 546,76 lei/MD, care vor fi luate la evidență contabilă, conform anexei nr.2.

4. În baza constatărilor făcute, comisia de recepție finală propune:

- spre recepție finală a obiectivului „Lucrări de construcții și reparații la depozitele de muniții” din cadrul Brigăzii 3 infanterie motorizată.

5. Comisia de recepție finală motivează propunerea făcută prin constatarea la fața locului a finalizării lucrărilor de construcții și reparații la obiectivul nominalizat.

6. Comisia de recepție finală recomandă următoarele:

- admiterea receptiei finale a obiectivului „Lucrări de construcții și reparații la depozitele de muniții” din cadrul Brigăzii 3 infanterie motorizată.

6¹. Descrierea obiectului recomandat spre recepție:

a) Construcții:

- Valuri de protecție, cu volum de 60 000,00,0 m³;

- Copertină cu cadre din metal (25,80x16,85m), suprafața la sol 434.73 m², nr. etaje -, conform rezultatelor inspecției bunului imobil;

b) Obiective de infrastructură tehnico-edilitară:

- Sistem de iluminare exterior (perimetral), cu lungimea 1500,0 m/l conform rezultatelor inspecției bunului imobil;

- Sistem de electricitate exterior subteran cu lungimea 1500,0 m/l, conform rezultatelor inspecției bunului imobil.

- Sistem de supraveghere video, conform rezultatelor inspecției bunului imobil.

7. Prezentul proces-verbal, conținând 4 (patru) file și 2 (două) anexe, cu un total de 6 (șase) file, a fost încheiat astăzi „02” 09 2022 în 4 exemplare.

Comisia de recepție finală:

Președintele comisiei:

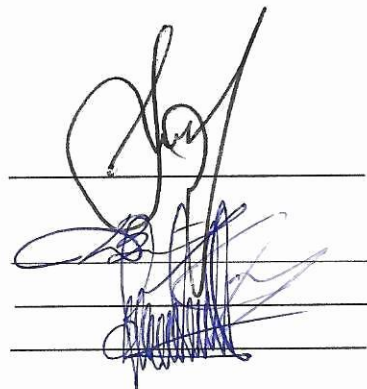
locotenent-colonel Anatolie STRATU

Membrii comisiei:

maior Valeri DUȘA

căpitan Ilia GARABAJIU


sergent clasa II Iurie CIOBANU




Au mai participat la recepție:


Reprezentantului J4 Direcție logistică, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION



**Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu
a Ministerului Apărării**
funcționarul Victor MORGOCI

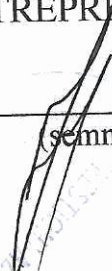




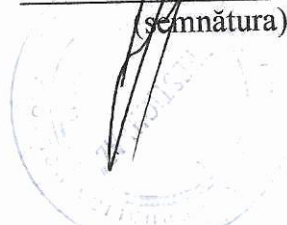
Reprezentanții Antreprenorului:
Serghei CIOBANU
Ion STRILETCHII

8. Lucrarea „**Construcția și reparația la depozitul de muniții**”, din cadrul
Brigăzii 3 infanterie motorizată este:

TRANSMISĂ:
ANTREPRENORUL:



(semnătura)



PRIMITĂ:
BENEFICIARUL
GESTIONARUL


(semnătura)



Valoarea lucrărilor
de construcții și reparații la depozitele de muniții
din cadrul Brigăzii 3 infanterie motorizată

Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
I. Construcții					
1.	Valuri de protecție din pământ	m ³	60 000,0		5 681 094,38
2.	Copertină cu cadre din metal (25,80x16,85m)	buc	1		1 014 007,44
3	Montare uși metal și gratii la depozite: Nr. cadastral <u>1720105.001.03</u> Nr. cadastral <u>1720105.001.02</u> Nr. cadastral <u>1720105.001.01</u>	buc buc buc	2 2 1	64 280,83 9 094,63 9 094,63	155 845,55 128 561,66 18 189,26 9 094,63
II. Obiective de infrastructură tehnico-edilitară					
3.	Sistem de iluminare exterior (pe piloni)	m/l	1500,0		612 115,62
4.	Sistem de electricitate exterior (subteran)	m/l	1500,0		316 962,36
5.	Sistem de supraveghere video	set	1		210 598,86
ÎN TOTAL					7 990 624,21

Notă: Obiectivul „Construcția și reparația la depozitele de muniții” din cadrul Brigăzii 3 infanterie motorizată a fost executat prin programe de asistență externă, finanțat de către Golden West Humanitarian Foundation.

Acest contract de construcție este supus Hotărârii Guvernului RM nr.246 din 08.04.2010 privind aplicarea cotei zero a TVA-ului.

Comisia de recepție finală:

Președintele comisiei:

locotenent-colonel Anatolie STRATU

Membrii comisiei:

maior Valeri DUȘA

căpitan Ilia GARABAJIU

sergent clasa II Iurie CIOBANU

Au mai participat la recepție:

Reprezentantul J4 Direcție logistică, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION

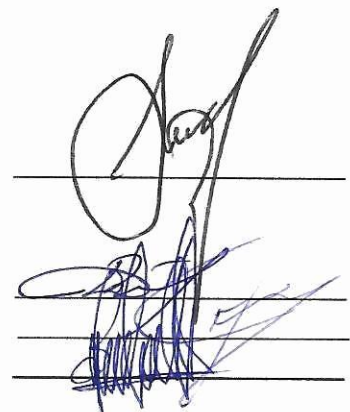
**Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării**

funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion STRILETCHII



Valoarea bunurilor materiale
montate la obiectivul „Lucrări de construcții și reparații la depozitele de muniții”
din cadrul Brigăzii 3 infanterie motorizată

Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
1.	Transformator de current 150/5A TC-A, nr. 202965	buc	1	367 008,28	367 008,28
2.	Dispozitiv electric de ridicare (FORKLIFT)	buc	1	63 662,40	63 662,40
	Sistemul supraveghere video				
3.	Network video recorder Tiandy TC-R3440 (40ch, 4HDD) Spec:I/B/N	buc	1	6 275,29	6 275,29
4.	Camera IP Tiandy TC-C35US (5MP, externa, 2,8-12mm, Motorizat Mic)	buc	20	2 955,7545	59 115,09
5.	Televizor 55" LED TV HISENSE H55A7100F, Black (3840x2160)UND, SMART TV	buc	1	9 094,63	9 094,63
6.	HDD6Tb Westwern Digital Purple Surveillance WD81PURX	buc	2	2 591,97	5 183,94
7.	Switch POE BS6108P (8POE+2uplink GB)	buc	2	2 728,39	5 456,78
8.	Switch POE Uniview NSW2000-T6T2GC-POE	buc	1	5 183,94	5 183,94
9.	19" Rack-Mount 18U/600*1000+3 FIXED shelf 480*710 mm	buc	1	9 094,63	9 094,63
10.	UPS Online Ultra Power 3000 VA RM,2700W, RS-232,USB,SNMP Slot, metal case, LCD display 3KVA/2700W	buc	1	15 471,78	15 471,78
	ÎN TOTAL				545 546,76

Notă: Obiectivul „Construcția și reparația la depozitele de muniții” din cadrul Brigăzii 3 infanterie motorizată a fost executat prin programe de asistență externă, finanțat de către Golden West Humanitarian Foundation. Acest contract de construcție este supus Hotărârii Guvernului RM nr.246 din 08.04.2010 privind aplicarea cotei zero a TVA-ului.

Comisia de recepție finală:

Președintele comisiei:

locotenent-colonel Anatolie STRATU

Membrii comisiei:

maior Valeri DUȘA

căpitan Ilia GARABAJIU

sergent-clasa II Iurie CIOBANU

Au mai participat la recepție:

Reprezentantul J4 Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Alexandru ARION

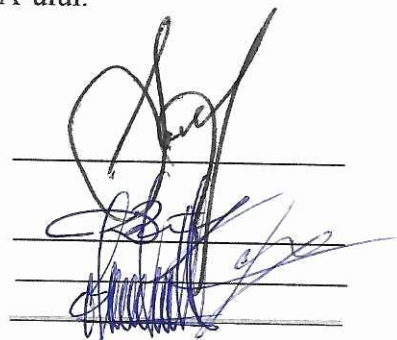
Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion STRILETCHII



INVESTITOR

Golden West Humanitarian Foundation

GESTIONAR

Baza păstrare tehnică, armament și patrimoniu militar

ANTREPRENOR

SRL „Prestigiu-Az”

**PROCES-VERBAL
DE RECEPȚIE FINALĂ**

Nr. 12 din „01”, 09 2022

**Lucrări de construcție și reparație
la depozitele de muniții
din cadrul Bazei păstrare tehnică, armament și patrimoniu militar**

Florești

Obiectul „Lucrări de construcții și reparații la depozitele de muniții” este executat în cadrul Bazei păstrare tehnică, armament și patrimoniu militar conform contractului EUCOM/P010247335 din „15” „10” 2022 încheiat între Golden West Humanitarian Foundation și SRL „Prestigiu-Az”.

1. Comisia de recepție finală și-a desfășurat activitatea în intervalul 01
09 2022, instituită prin ordinul Șefului Bazei păstrare tehnică, armament și patrimoniu militar nr. 82 din 26 august 2022, fiind formată din:

Președintele comisiei:

maior Eduard RIȘNEAC, șef secție operații logistice-încălzitor șef stat major.

Membrii comisiei:

funcționara Tatiana CIOBANU, specialist (exploatare imobil) serviciu exploatare spațiu locativ;

funcționarul Vladimir DOBROVOLSCHI, contabil-șef.

2. Au mai participat la recepție în calitate de invitați:

Reprezentantul J4 Direcție logistică, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION, ofițer principal secție armament și blindate.

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

funcționar Victor MORGOCI, inspector superior secție infrastructură și supraveghere tehnică (de specialitate inginer construcții) Direcție administrare bunuri imobile.

Reprezentanții Antreprenorului:

Sergei CIOBANU, directorul SC „Prestigiu-Az” SRL;

Ion STRILETCHII, diriginte de șantier atestat.

3. Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate a constatat următoarele:

1) Lucrările pe specialități au fost executate și recepționate conform procesului verbal de recepție la terminarea lucrărilor nr. ___ din „01”
10 2022;

2) Conform demersului SC „Prestigiu-Az” SRL nr. 18 din 26.07.2022 lucrările de construcții și reparații au fost terminate la data de „26” ie 2022;

3) Observații a comisiei de recepție finală: **fară obiecții;**

4) În baza datelor prezentate de către Antreprenor, **valoarea totală a obiectului (inclusiv utilajul)**, la data de „01” „10” 2022 constituie **50 013,77 USD**, echivalentul **909 713, 33 lei/MD**, care vor fi repartizate și luate la evidență contabilă, de către reprezentanții serviciului financiar a Bazei păstrare tehnică, armament și patrimoniu militar, după cum urmează:

- **valoarea lucrărilor de construcție**, conform bilanțului de transmitere la data de „01” „10” 2022 constituie **838 629,71 lei/MD**, care vor fi luate la evidență contabilă, conform anexei nr.1.

- **valoarea bunurilor materiale** montate la obiect, conform bilanțului de transmitere la data de „01” „10” 2022 constituie **71 083,62 lei/MD**, care vor fi luate la evidență contabilă, conform anexei nr.2.

4. În baza constatărilor făcute, comisia de recepție finală propune:
- **spre recepție finală** a obiectivului „Lucrări de construcții și reparații la depozitele de muniții” din cadrul Bazei păstrare tehnică, armament și patrimoniu militar.

5. Comisia de recepție finală motivează propunerea făcută prin constatarea la fața locului a finalizării lucrărilor de construcții.

6. Comisia de recepție finală recomandă următoarele:

- **admiterea recepției finale** a obiectivului „Lucrări de construcții și reparații la depozitele de muniții” din cadrul Bazei păstrare tehnică, armament și patrimoniu militar.

6¹. Descrierea obiectului recomandat spre recepție:

a) obiective de infrastructură tehnico-edilitară:

-Sistemul de iluminare exterior (perimetral), cu lungimea 2500,0 m/l;

-Sistem de securitate, supraveghere video cu circuit închis a depozitelor.

7. Presentul proces-verbal, conținând **3 (trei)** file și 2 (două) anexe, cu un total de **5** (cinci) file, a fost încheiat astăzi „01” 10 2022 în 4 exemplare.

Comisia de recepție finală:

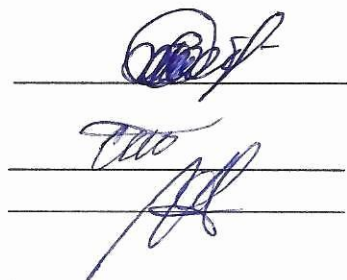
Președintele comisiei:

maior Eduard RÎȘNEAC

Membrii comisiei:

funcționara Tatiana CIOBANU

funcționarul Vladimir DOBROVOLSCHI



Three handwritten signatures in blue ink, each on a horizontal line.

Au mai participat la recepție:

Reprezentantul J4 Direcție logistică, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION



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Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

funcționarul Victor MORGOCI



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Reprezentanții Antreprenorului:

Serghei CIOBANU

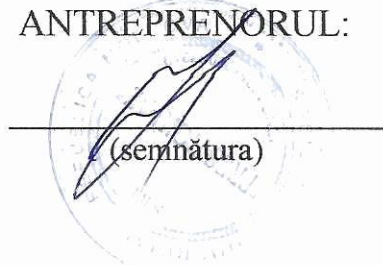
Ion STRILETCHII



Two handwritten signatures in blue ink on a horizontal line.

8. Lucrarea „**Construcția și reparația la depozitele de muniții**” din cadrul Bazei păstrare tehnică, armament și patrimoniu militar, este:

TRANSMISĂ:
ANTREPRENORUL:



Handwritten signature in blue ink on a horizontal line, with a circular official stamp below it.

(semnătura)

PRIMITĂ:
BENEFICIARUL
GESTIONARUL



Handwritten signature in blue ink on a horizontal line, with a circular official stamp below it.

(semnătura)

Valoarea lucrărilor
de construcții și reparații la depozitele de muniții
din cadrul Bazei păstrare tehnică, armament și patrimoniu militar

Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
1.	Sistemul de iluminare exterior (perimetral)	set	1	374 138,47	374 138,47
2.	Sistem de securitate, supraveghere video	set	1	464 491,24	464 491,24
	ÎN TOTAL				838 629,71

Notă: Obiectivul „Construcția și reparația la depozitele de muniții” din cadrul Bazei păstrare tehnică, armament și patrimoniu militar a fost executat prin programe de asistență externă, finanțat de către Golden West Humanitarian Foundation.

Acest contract de construcție este supus Hotărârii Guvernului RM nr.246 din 08.04.2010 privind aplicarea cotei zero a TVA-ului.

Comisia de recepție finală:

Președintele comisiei:

maior Eduard RÎȘNEAC



Membrii comisiei:

funcționara Tatiana CIOBANU

funcționarul Vladimir DOBROVOLSCHI



Au mai participat la recepție:

Reprezentantul J4 Direcție logistică, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION



Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

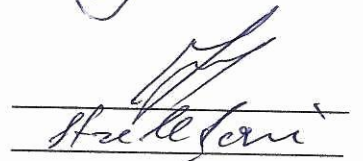
funcționarul Victor MORGOCI



Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion STRILETCHII



Valoarea bunurilor materiale
montate la obiectivul „Lucrări de construcții și reparații la depozitele de muniții” din
cadrul Bazei păstrare tehnică, armament și patrimoniu militar

Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
I. Sistemul supraveghere video					
1.	Network video recorder Tiandy TC-R3220 (2ch, 2HDD) Spec: I/B/K	buc	1	5183,94	5183,94
2.	Camera IP Tiandy TC-C34US (4MP, extrema, 2,8mm, Mic) Spec: 15/y/2,8mm	buc	17	2234,07	37 979,19
3.	Televizor 43" Blaupunkt 43UN265T, Black (3840x2160)UND, SMART TV, 60HZ, DVB-T/T2/C/S2	buc	1	7002.86	7002.86
4.	HDD6Tb Seagate Surveillance	buc	2	4547.315	9094.63
5.	Switch POE BS3010M (8POE+2uplink 1GB SFR)managed	buc	5	2364.60	11823.00
ÎN TOTAL					71 083,62

Notă: Obiectivul „Construcția și reparația la depozitele de muniții” din cadrul Bazei păstrare tehnică, armament și patrimoniu militar a fost executat prin programe de asistență externă, finanțat de către Golden West Humanitarian Foundation.

Acest contract de construcție este supus Hotărârii Guvernului RM nr.246 din 08.04.2010 privind aplicarea cotei zero a TVA-ului.

Comisia de recepție finală:

Președintele comisiei:

maior Eduard RÎȘNEAC



Membrii comisiei:

funcționara Tatiana CIOBANU

funcționarul Vladimir DOBROVOLSCIII




Au mai participat la recepție:

Reprezentantul J4 Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Alexandru ARION





Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării
funcționarul Victor MORGOCI



Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion STRILETCHII

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. N3319119R0406	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09-Aug-2019	PAGE OF PAGES 1 OF 23
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. N3319119C0406		5. REQUISITION/PURCHASE REQUEST NO. ACQR5629108		6. PROJECT NO.	
7. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA VIALE PORTO CAPODICHINO NAPOLI 80144 TEL: 39 081 568 7750 FAX: 39 081 568 7750		CODE N33191	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME SABRINA M WENNING	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 314-626-6211			
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> N33191-19-R-0406 D-B Construct Fire and Rescue Station, Anenii Noi, Moldova Proposals shall be submitted electronically per the instruction sin Block 13 and Section 00100. Please note: The deadline to submit proposals is in Central European Summer Time (CEST). In accordance with FAR 36.204, the magnitude of this project is expected to be between \$250,000 and \$500,000.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>700</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>10:00 AM</u> (hour) local time <u>03 May 2019</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> PRESTIGIU-AZ SRL SERGIU CIOBANU PADURILOR CHISINAU MD 2092		15. TELEPHONE NO. <i>(Include area code)</i> 373 022 00 95 00
16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14		
CODE STE93	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$407,200.00

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

See Item 7

27. PAYMENT WILL BE MADE BY: CODE N62588
COMMERCIAL BILL PAYING OFFICE - NAPLES
NSA, COMPTROLLER DEPT.
ADMIN III
VIALE FULCO RUFFO DI CALABRIA
NAPOLI 80144

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: Proposal dated 02 May 2019

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*
Sergiu Ciobanu, Director

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
Cynthia Mafara / Contract Specialist

TEL: 081 568 7745

EMAIL: cynthia.mafara@eu.navy.mil

30B. SIGNATURE

30C. DATE

09-Aug-2019

31B. UNITED STATES OF AMERICA

BY *Cynthia A. Mafara*

31C. AWARD DATE

09-Aug-2019

I.P. "Agenția Servicii Publice" 4	
Serviciul Cadastral Teritorial ANENII NOI	
ÎNREGISTRAT	
data	07.07.2022 nr. 1001/22/10489
nr. cadastral	1001204015,02
Registrator	<i>[Signature]</i>

Anexa nr. 1
la Regulamentul de recepție
a construcțiilor și instalațiilor
afereente

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

nr. 06 din "14" ianuarie 2022

privind lucrarea: **Construcția Unității salvatori și pompieri Anenii Noi a DSE mun. Chișinău**, executată la obiectul din **str. Chișinăului, 62, or. Anenii Noi** în cadrul contractului nr. **N3319119C0406** din **09 august 2019** încheiat între **Departamentul Militar al Guvernului SUA și SRL „Prestigiu - Az”** pentru lucrările de **Construcție a Unității salvatori și pompieri Anenii Noi a DSE mun. Chișinău**.

1. Lucrările au fost executate în baza autorizației nr. **09**, eliberată de **Primăria or. Anenii Noi** la **24 martie 2020**, cu valabilitatea până la: **24 martie 2022**.

2. Comisia de recepție și-a desfășurat activitatea conform **Ordinului IGSU nr. 308/2021** în intervalul: **04 ianuarie 2022 – 11 ianuarie 2022**, fiind formată din:

Președintele comisiei:

Alexandru Mațarin

Primar al or. Anenii Noi

Membrii comisiei:

Vitalie Grabovschi

Șef al DSE mun. Chișinău al IGSU, colonel al s/i;

Vlad Golban

Șef DEI a DGI al IGSU, colonel al s/i;

Alexandru Susarenco

Șef DOI a DGI al IGSU, maior al s/i;

Victor Gorbatovschi

Șef a DRSI al DGP al IGSU, maior al s/i;

Cornel Eșanu

Șef al SAP și DI a DL al IGSU, colonel al s/i;

Vitalie Ceban

Șef al SSE Anenii Noi al DSE mun. Chișinău, loc.-colonel al s/i;

Adriana Trifan

Ofițer principal al SF al DSE mun. Chișinău, loc. major al s/i;

Constantin Măgureanu

Medic igienist a CSP Căușeni

Ion Obreja

Diriginte de șantier, seria 2018 – DȘ, nr. 0249

Ion Strelețchii

Diriginte de șantier, seria 2019 – DȘ, nr. 0364

3. Au mai participat la recepție:

Sergiu Ciobanu

Director al SRL „Prestigiu - Az”

4. Constatările comisiei de recepție:

1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sunt 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:

Admiterea recepției la terminarea lucrărilor

6. Comisia de recepție motivează propunerea făcută prin:

Lucrările sunt finalizate.

7. Comisia de recepție recomandă următoarele:

Obiectul de recepționat la terminarea lucrărilor.

Sursa de finanțare – externă în baza contractului N3319119R0406 din 09 august 2019.
7¹. Descrierea obiectului recomandat spre recepție:

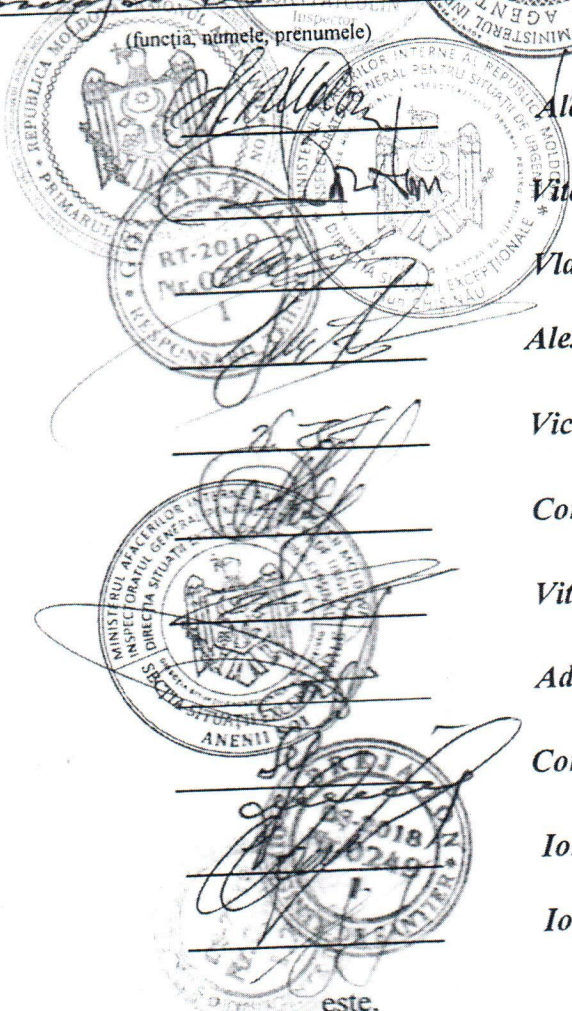
Obiectul cu numărul cadastral: 10012040015.02, adresa poștală: or. Anenii Noi, str. Chișinăului, 62 destinația: *pentru activități speciale*, compus din următoarele construcții: suprafața la sol – 619,2 m², suprafața interioară a clădirii – 863,4 m², numărul de etaje: D + P + 1E, conform certificatului despre rezultatele inspectării bunului imobil nr. 75 din 29 august 2021, anexat la prezentul proces verbal.

8. Prezentul proces-verbal, conținând 1 file și 4 anexe numerotate, cu un total de _____ file, a fost încheiat astăzi " 14 " ianuarie 2021 în 6 exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică: *Se aprobă procesul*

L.Ș. *Sergiu Ciobanu*
(semnătura) (funcția, numele, prenumele)

Comisia de recepție:
Președinte:
Membri:



Alexandru Mațarin
Vitalie Grabovschi
Vlad Golban
Alexandru Susarenco
Victor Gorbatovschi
Cornel Eșanu
Vitalie Ceban
Adriana Trifan
Constantin Măgureanu
Ion Obreja
Ion Strelețchii

10. Lucrarea _____ este.

TRANSMISĂ:
EXECUTANTUL:
SRL „Prestigiu - Az”
Sergiu Ciobanu

" 14 " _____ 2022
L.Ș. *Sergiu Ciobanu*

PRIMITĂ:
INVESTITORUL:
Șef al SSE Anenii Noi a DSE mun. Chișinău
Vitalie Ceban

" 14 " _____ 2022
L.Ș. *Vitalie Ceban*