



Empowered lives.  
Resilient nations.

## INSTITUTIONAL CONTRACT

Contract No.: \_\_\_\_\_

Organizational Unit: UNDP Moldova

Country: Moldova

Contract entered into between the United Nations Development Programme and "MUZCAFE PLUS" SRL (Hereinafter referred to as the Contractor)

Address: 24 Grigore Vieru Blvd., Chisinau, Republic of Moldova

Telephone No: (+373) 022 931671

### 1. Work Assignment:

*The Contractor shall undertake the obligation to deliver the training related services as described in Annex 1 in accordance with the delivery terms.*

This Contract shall commence on the 19<sup>th</sup> of June 2015, and shall expire on the satisfactory completion of the services described above, but not later than 30<sup>th</sup> of September 2015, unless sooner terminated under the Terms of this Contract. This contract is subject to the UNDP General Terms and Conditions.

2. **Consideration** – As full consideration for the services performed by the Contractor under the terms of this Agreement the United Nations Development Programme shall pay the Contractor upon certification that the services have been satisfactorily performed:

A fee of: up to MDL 49502.00 MDL (forty nine thousand five hundred two Moldovan lei)

- (a) Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s);
- (b) The amount will be paid upon submission of invoices for actual services provided, presented by Contractor after the each event according to the dates and prices stipulated in Annex 1

### 3. Security –

3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

3.2 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.

3.3 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

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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 3.1 above.

#### 4. Audit and investigations-

4.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2 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.

#### 5. 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.

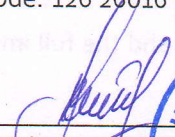
I acknowledge that I have read and accept the conditions on reverse.

"UNDP"

##### UNDP Moldova

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Mrs. Ira Cebotari  
Head of Operations

Date: 17/06/2015




"Contractor"

##### "MUZCAFE PLUS" SRL

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Mr. Anatolii Ion  
Director

Date: 26/06/2015



Services

Item	Generic Description	No. of days	Quantity	Unit price MDL	Subtotal MDL
1.	Catering services for 1 day Training (2 coffee breaks and lunch per 80 participants); 20 June, 2015	1 day	1	16494.00	16494.00
2.	Catering services for 1 day Training (2 coffee breaks and lunch per 80 participants); 8 August, 2015	1 day	1	16514.00	16514.00
3.	Catering services for 1 day Training (2 coffee breaks and lunch per 80 participants); 12 September, 2015	1 day	1	16494.00	16494.00
	TOTAL				49502.00

"UNDP"

**UNDP Moldova**

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*[Signature]*  
 Mrs. Ira Cebotari  
 Head of Operations

Date: 14/06/2015

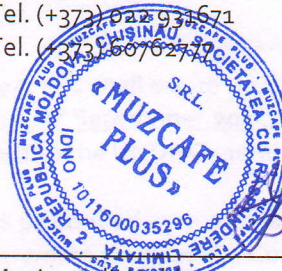
"Contractor"

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*[Signature]*  
 Mr. Anatol Holhov  
 Director

Date: 26/06/2015