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CONTRACT FOR WORKS

Date: **March** ____, 2018

Dear Sir/Madam,

Ref.: **ITB17/1663-LOT-3**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **"Prestigiu AZ" LLC**, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Rehabilitation of a segment of the village central road", Cioc-Maidan village, UTA Gagauzia; Site 2: "Construction of the sidewalk on the central street, Il st.", Ferapontievca, UTA Gagauzia** (hereinafter referred to as the "Works"), in accordance with the following Contract:

1.Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a. this Contract;
 - b. Annex I – The General Conditions of Contract for Civil Works;
 - c. Schedule of Requirements and Technical Specifications dated 27 December 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
 - d. the Contractor's Offer including the Price Schedule, Minutes of Negotiations and revised Bills of Quantities submitted by the Contractor as part of its Bid dated March 7, 2018, 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" LLC

#1, Mesterul Manole Street, Chisinau mun.

MD-2036, Republic of Moldova

1.2

2. Obligations of the Contractor

- 2.1 The Contractor shall commence the Works within **5 (five) 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 Substantially complete the Works in not more than **120 calendar days**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.
- 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) 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 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **312,169.57 USD (three hundred twelve thousand one hundred sixty-nine dollars 57 cents)**. (Total Site #1 (Cioc-Maidan) 260,828.00 USD; Total Site #2 (Ferafontievca) 51,341.57 USD)
- 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 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 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- 3.5 Invoices for the work performed and materials utilized shall be submitted every 15 days; and a final invoice within 15 days from the issuance of the Certificate of Substantial Completion by the Engineer. Payments will be made in MDL at UNORE on the day of payment.
- 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 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.
- 3.7 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** in the amount of not less than **10% (ten)** of the total estimated price of the contract 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 Project "Support in Agricultural and Rural Development in ATU Gagauzia and Taraclia" implemented by UNDP.
- 3.10 All the financial facilities and exemptions received from authorities, from which the Contractor will benefit in order to perform works under the present contract shall remain the property of UNDP and shall be used for other tasks established by UNDP under the purpose of the present contract.

4. Special conditions

- 4.1 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.
- 4.2 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, after which UNDP may terminate the contract.
- 4.3 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount required by the local legislation.

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 UNDP 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:

Bank Name: BC Moldova - Agroindbank, Branch No. 6

Bank Code: MD40AG000000022512217993

Account#: 22512217993

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:

Anatolie TERZI

SARD Project Manager, UNDP Moldova

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

Tel: (+373 22) 839 932

e-mail: anatolii.terzi@undp.org

For the Contractor:

Sergiu CIOBANU, Director

#1, Mesterul Manole Street, Chisinau mun., Moldova



Tel: (+373 22) 009 500
GSM: (+373) 698 88 20 20
e-mail: prestigiuz@yahoo.com

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

Alexandru URSUL

Le Roi Business Center, #29 Sfatul Tarii Street, off. 403, Chisinau, Moldova

e-mail: Alexandrul Ursul <alexandru.ursul65@gmail.com>

UNDP may appoint another person as Engineer as will be notified in writing to the Contractor.

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,



Stefan Liller

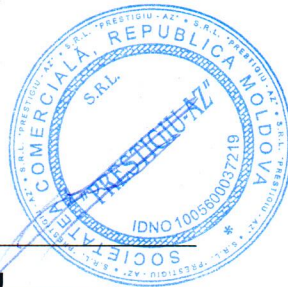
Deputy Resident Representative
UNDP Moldova



For "Prestigiu AZ" LLC

Agreed and Accepted:

Signature _____
Name **Sergiu CIOBANU**
Title Director
Date _____



Goe Maidan

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Cioc Maidan)

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

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**
Nr din 2018

Privind lucrarea: *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan rn.Comrat, UTAG*
executată la obiectul: *Drumul central satul Cioc Maidan UTAG*, în cadrul contractului nr. ITB17 /1663 din 15.03.2017 încheiat între *UNDP Moldova si Antreprenor SRL „Universal Instal”*, pentru lucrările de; *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan rn.Comrat, UTAG*

1. Lucrările au fost executate în baza autorizației nr.17 din 19.03.2018 eliberată de Primaria s. Cioc Maidan cu valabilitate până la 19.03.2020;

2. Comisia de recepție și-a desfășurat activitatea în intervalul 2018, fiind formată din:

Președintele comisiei:

Primar s. Cioc Maidan – Ghiorghii Karboba

Membrii comisiei:

Speci.principal Directia

Constructii UTAG – Vitalii Pania

Consilier - Ghiorghii Ganeli

Consilier - Elena Acbas

Responsabil tehnic – Veaceslav Topal

Inginer consultant - Ion Ceban

UE - SARD

3. *Au mai participat la recepție:*

Administrator SRL Prestigiu AZ - Sergiu Ciobanu

Diriginte de santier SRL Prestigiu AZ - Ion Streletchii

4. *Constatările comisiei de recepție cu privire la terminarea lucrărilor: Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan rn.Comrat, UTAG sunt cuprinse în anexele nr.1, 2, 3, la acest process verbal;*

Anexa1: piesele din documentația scrisă și desenată, prezentată, care au lipsit și/sau sînt incomplete;

Anexa 2: lucrările din caietul de sarcini care nu au fost executate (în caz că sunt așa lucrări);

Anexa 3: lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

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

Organizarea procedurii de receptie a obiectului la terminarea lucraeilor

6. Comisia de recepție motivează propunerea făcută prin:

Finalizarea lucrarilor de constructie - montaj prevazute in contract

7. Comisia de recepție recomandă următoarele:

Exploatarea obiectivului conform destinatiei

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 2018 la ora 13:00 în 6 exemplare.

Comisia de recepție:

Președintele comisiei: _____
Ghiorgii Karboba _____

Membrii comisiei

Vitalii Pania _____
Ghiorgii Ganeli _____
Elena Acbas _____
Veaceslav Topal _____
Ion Ceban _____

Reprezentant antreprenor:

Sergiu Ciobanu _____
Ion Streletchii _____

9. Concluzia Agentiei pentru Supraveghere Tehnica:

Lucrarea *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan*
Obiectul este proiectat si executat in conformitate cu proiectul de constructii
_____ 2018
L.Ș. _____
(semnătura) (funcția, numele, prenumele)

10. Lucrarea: *Reparatia capitala a unei portiuni a drumului central din satul Cioc Maidan*
rn.Comrat, UTAG

TRANSMISĂ:
EXECUTANTUL:
SRL „Prestigiu AZ „

" " 2018

L.Ș. _____
(semnătura)

PRIMITĂ:
BENEFECIAR
Primaria Cioc Maidan

" " 2018

L.Ș. _____
(semnătura)

Lista pieselor din documentația scrisă și desenată a obiectului
care sunt lipsă sau incomplete.

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Ghiorghii Karboba

Sergiu Ciobanu

Ion Ceban

Primarul s. Cioc Maidan

Administrator SRL Prestigiu AZ

Inginer Consultant UE SARD



Lista lucrărilor cuprinse in Documentația Tehnica ce n-au fost executate.

[A large blue handwritten 'X' is drawn across the page, indicating that the list of works is empty.]

Ghiorghii Karboba

Sergiu Ciobanu

Ion Ceban

Primarul s. Cioc Maidan

Administrator SRL Prestigiu AZ

Inginer Consultant UE SARD



Lista lucrărilor cuprinse în Documentația Tehnică la care nu s-a respectat prevederile proiectului.

1. 000+06.00 - executarea lucrărilor
terestru și pământ 15 met.;
2. 000+189.40 - executarea lucrărilor pe suprafața
terestru;
3. 000+442.0 - executarea lucrărilor pe suprafața
terestru;
4. 000+870.00 - executarea lucrărilor pe suprafața
terestru;
5. Conștientizarea necesității de a realiza
trabalul;
6. Realizarea proiectului de execuție și
realizarea lucrărilor de execuție

Ghiorgii Karboba

Sergiu Ciobanu

Ion Ceban

Primarul s. Cioc Maidan

Administrator SRL Prestigiu AZ

Inginer Consultant UE SARD

