

10075180

**UNITED NATIONS DEVELOPMENT
PROGRAMME**



Contract Ref: 10075180
Between United Nations Development Programme
and
(R) EUSEVAS CONS SRL

10075180

Model Contract

Introduction

Date: 13 July 2023

Dear Sir/Madam,

Ref.: ItB23/02647: Capital rehabilitation of the Police Academy's Forensic Laboratory

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 "Capital rehabilitation of the Police Academy's Forensic Laboratory" (hereinafter referred to as the "Works"), in accordance with the following Contract:

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. the Schedule of Requirements (as per Section 5 of the ITB23/02647) dated of March 22, 2023 and Verified Technical Design Documentation, not attached hereto but known to and in the possession of both parties;
- d. the offer of the Contractor including FORM H: 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.

S.C. EUSEVAS CONS S.R.L.,

Tax number (IDNO): 1006600015070

202, Alba-Iulia Str., ap. 60, Chisinau, Republic of Moldova

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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 **150 calendar days, by 17/12/2023**, 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 **31/12/2024**.
- 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.

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 **MDL 10,058,324.00 (ten million fifty-eight thousand, three hundred twenty-four Moldovan Leu, 00 bani) VAT 0%**, contained in Bills of Quantities.
- 3.2 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.
- 3.3 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.
- 3.4 UNDP shall effect payment of the invoices in MDL, 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.

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4. Special Conditions

Special conditions

4.1 The **Performance Security** (Bank Guarantee, as per Annex 2 to the Contract) referred to in Clause 10 of the General Conditions of Contract for Civil Works shall be equal to **10% of the contract amount - MDL 1,005,832.40 (one million five thousand eight hundred thirty-two Moldovan lei and forty bani)**.

The Performance Security shall be provided by the Contractor **within (15) days** upon issuance of letter of intent/contract and before issuance of the notice to proceed and be valid until a date - 30 days from the date of issue by UNDP of a certificate of final completion. 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.

Failure of the Contractor to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

4.2 The Contractor will provide minimum **3-year warranty** on works, materials and equipment.

4.3 According to Clause 45 of the General Conditions of Contract for Civil Works, and the provisions under Section 3: Data Sheet of ItB23/02647, article 54, the **liquidated damages for delay** shall be **2.5% for every week of delay**, up to a maximum duration of 4 (four) weeks of delay (up to 10% of contract value), after which UNDP may terminate the contract.

4.4 The **Maintenance security** shall be provided in the amount of **2% (MDL 201,166.48 (two hundred one thousand one hundred sixty-six Moldovan lei and forty-eight bani))** of total contract amount in form of a letter of bank guarantee to be valid until the end of the Warranty Period.

- a. 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 Security in exchange of a Maintenance Security. UNDP will return to the Contractor the Performance Security after the Contractor furnishes to the UNDP a Maintenance Guarantee in an amount equal to (2%) of the Contract Price to be valid until the end of the Warranty Period.
- b. 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.
- c. 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 security.

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.

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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: B.C. MOLDINDCONBANK S.A.

Bank Code/SWIFT: MOLDMD2X

IBAN: MD19ML000000002251049207

Contractor's Fiscal Code: 1006600015070

Modifications

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.

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, Project Manager

Address: "Stefan cel Mare" Police Academy,

21, Gheorghe Asachi Str., Chisinau, Moldova

Mob.: (+373) 69 182 848

E-mail: viorel.albu@undp.org

For the Contractor:

Eugeniu BOTEZATU, Director

Address: 202, Alba-Iulia Str., ap. 60,

Chisinau 2024, Republic of Moldova

Mob.: (+373) 69 771 100

E-mail: eusevas@gmail.com

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

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Arcadie SAVCIUC, Engineer/Technical Supervisor

(hired via the company "Servplast MTA" SRL)

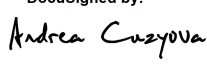
Tel.: (+373) 69 857 000

E-mail: savciuc.arcadie@mail.ru

Signature

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:

30A862C5300B4B4
Andrea CUZYOVA,

UNDP Deputy Resident Representative

For **S.C. EUSEVAS CONS S.R.L.**

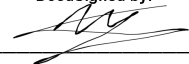
Agreed and Accepted:

Signature:

Name:

Title:

Date:

DocuSigned by:

Eugeniu BOEZATU
Director
13-07-2023

FORM H: PRICE SCHEDULE

Name of bidder:	SRL "Eusevas Cons"	Date:	12 April 2023
ITB reference:	ItB23/02647		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated. 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 Bidder is required to prepare the Price Schedule following the below format:

- Duly filled-in Price Schedule, as per form below indicating prices per categories of works in US dollars;
- Duly filled-in Bills of Quantities (as per Annex 1), including F3, F5 and F7 forms, as per national legislation requirements, calculated based on resource methodology (WinSmeta software or similar) in US dollars.

When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works:

<http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=347161>

<http://lex.justice.md/md/295702/>

Serious deviations from the provisions of these documents will serve grounds for disqualification.

Please, **ensure that no changes in the volume of works are allowed; no changes in codes for works are allowed; no changes in the volumes of resources in the norms of materials, cost of labor and tools are allowed; no changes in coefficient for norms are allowed.**

Please, **ensure that the human power remuneration is not less than medium required by the National Legislation in force (according to Ordinance nr. 14 of 10.02.2022, with the reference to the Approval of the Amendment CP L.01.02:2012/A2:2022 „Construction economics. Instructions for determining the estimate of expenses for construction salaries".)**

Currency of the Bid: MDL (Moldovan Leu) for local suppliers and USD (US Dollars) for international suppliers

Price Schedule

BoQs Item #	Description	Unit	Unit Price * <i>[please insert currency]</i>	Quantity Required	Total Price per item VAT exclusive <i>[please insert currency]</i>
2-1-1	Architectural Solutions (SAC)	US \$	5605524MDL	1	5605524MDL
2-1-2	Internal aqueduct and sewerage (RAC)	US \$	84244 MDL	1	84244MDL
2-1-3	Heating, ventilation, conditioning (IVC)	US \$	1101053 MDL	1	1101053 MDL
2-1-4	Internal electrical networks (EEF/IEI)	US \$	770737 MDL	1	770737 MDL
2-1-5	Fire Signalling (SI)	US \$	140617 MDL	1	140617 MDL
2-1-6	Video Surveillance (SV)	US\$	318183 MDL	1	318183 MDL
2-1-7	Automation of smoke protection (AIVC1)	US\$	26091 MDL	1	26091 MDL
2-1-8	Automatization of Ventilation System (AIVC2)	US\$	181944 MDL	1	181944 MDL
2-1-9	Low Current Networks (LCS)	US\$	224639 MDL	1	224639 MDL

Digitally signed by Botezatu Eugeniu
Date: 2023.07.10 11:09:31 EEST
Reason: MoldSign Signature
Location: Moldova



4-1-1	External Electricity networks (REAE)	US\$	85092 MDL	1	85092 MDL
6-1-1	External water and sewerage networks (REAC)	US\$	739208 MDL	1	739208 MDL
6-2-1	External Heating Networks (RT)	US\$	409065 MDL	1	409065 MDL
7-1-1	Landscaping (08/21-PG)	US\$	151466 MDL	1	151466 MDL
7-2-1	Landscaping (04/22-PG)	US\$	220461 MDL	1	220461 MDL
TOTAL and All-inclusive PRICE (VAT 0%) <i>[please insert currency]</i>					10 058 318MDL

I, the undersigned, certify that I am duly authorized by [Click or tap here to enter text.](#) to sign this bid and bind [Click or tap here to enter text.](#) should [Click or tap here to enter text.](#) accept this bid:

Name : Botezatu Eugeniu

Title : Director

Date : 12.04.2023

Signature : _____

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

№ _____ din 18/01/2024

Privind obiectul/lucrarea: *Reparatia capitala cu replanificarea incaperilor imobilului (bloc lit. "M"-poligon multifunctional criminalistic) din str.Gheorghe Asachi nr.21, mun.Chisinau*, executată în cadrul contractului № 10075180 din 13/07/2023, încheiat între UNDP Moldova și S.C.“EUSEVAS CONS” SRL.

1. Comisia de recepție și-a desfășurat activitatea în la data de 18/01/2024 fiind formată din :

Președintele comisiei:

- Nicolai RANGA, Prorector pentru administrare și gestionare proiecte;

Membrii comisiei:

- Victor GROSU, Șef al Direcției administrare patrimoniu;
 - Constantin RUSNAC, Șef Catedră procedură penală, criminalistică și securitate informațională;
 - Valeriu LUNGU, Șef adjunct al Direcției administrare patrimoniu;
 - Ivan BRĂILEANU, Șef al Secției dotări și intendență a Direcției administrare patrimoniu;
 - Ion MORUZ, Șef al Secției administrare logistică a Direcției administrare patrimoniu;
 - Radion ROTARU, Șef Catedră instruire militară și intervenții profesionale;
 - Igor LESNIC, Ofițer principal al Secției tehnologia informației și comunicații;
 - Viorel ALBU, Manager proiect PNUD;
 - Arcadie SAVCIUC, Inginer-consultant PNUD/responsabil tehnic;
 - Ion CEPOI, diriginte de șantier SRL “Eusevas Cons”;
 - Eugeniu BOTEZATU, director SRL “Eusevas Cons”;
 - Iulian CUCULESCU, Director SRL „AREOSTIL PRO”;
 -
- (numele, prenumele, funcția)

2. Au mai participat la recepție :

- Andrei TORJINSCHI, Ofițer principal la Catedrei procedură penală, criminalistică și securitate informațională.
 -
- (numele, prenumele, funcția)

3. 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.

4. Comisia de recepție, în urma constatărilor făcute, propune: _____

5. Comisia de recepție motivează propunerea făcută prin: _____

6. Comisia de recepție recomandă următoarele: _____

7. Presentul proces-verbal, conține 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi " _____ " _____ 2024 în 6 exemplare.

Comisia de recepție:

Președintele comisiei:

Nicolai RANGA _____

Membrii comisiei :

Victor GROSU _____

Constantin RUSNAC _____

Valeriu LUNGU _____

Ivan BRAILEANU _____

Ion MORUZ _____

Radion ROTARU _____

Igor LESNIC _____

Viorel ALBU _____

Arcadie SAVCIUC _____

Ion CEPOI _____

Eugeniu BOTEZATU _____

Iulian CUCULESCU _____

Andrei TORJINSCHI _____

8. Lucrarea - *Reparatia capitala cu replanificarea incaperilor imobilului (bloc lft. "M"-poligon multifunctional criminalistic) din str.Gheorghe Asachi nr.21, mun.Chisinau*, este transmisă:

A transmis:
ANTREPRENORUL GENERAL:

" _____ " _____ 2024
L.Ș. _____
(semnătura)

A primit:
BENEFICIARUL.
" _____ " _____ 2024
L.Ș. _____
(semnătura)

Investitor: PNUD Moldova
Viorel Albu Manager Proiect

