

# О Т З Ы В

## О выполнении работ по устройству дорожного покрытия дорог в мун. Чадыр-Лунга

Заклучив контракт 21 мая 2018 года с ООО «Амборио», Примэрия мун. Чадыр-Лунга АТО Гагаузия поручило выполнить работы по ремонту дорожного покрытия ул. Советская и ул. Горького(рынок) в мун. Чадыр-Лунга

На основании приказа руководителя фирмы на объект был закреплен руководитель стройки – Н.Кисеев.

Работы велись согласно задания, требованиям норм и правил. ООО «Амборио» взяло на себя ведение работ – по ремонту дорожного покрытия ул. Советская и ул. Горького(рынок) в мун. Чадыр-Лунга.

В ходе выполнения работ были выявлены дополнительные (непредвиденные) работы, которые было необходимо выполнить для полного завершения, которые подрядчик выполнил, не срывая сроков по основному контракту.

Со стороны Заказчика в адрес Подрядчика не возникало никаких претензий, возникавшие вопросы решались оперативно в рабочем порядке. Объект был сдан вовремя.

Примар мун. Чадыр-Лунга



А.Топал



# О Т З Ы В

## О выполнении работ по реконструкции кровли и благоустройство территории в Теоретическом лицее с.Бешгиоз

Заключив контракт 22 ноября 2017 года с ООО «Амборио», UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) поручило выполнить работы по реконструкции кровли и благоустройство территории Теоретического лицея с.Бешгиоз.

На основании приказа руководителя фирмы на объект был закреплен руководитель стройки – Н.Кисеев.

Работы велись согласно задания, требованиям норм и правил. ООО «Амборио» взяло на себя ведение строительных работ - по реконструкции кровли и благоустройство территории Теоретического лицея с.Бешгиоз.

Объект велся под регулярным наблюдением представителя Заказчика – технадзора г. М. Панаитова.

Подрядчик выполнил работы согласно задания в полном объеме, не срывая сроков по контракту.

Со стороны Заказчика в адрес Подрядчика не возникало никаких претензий, возникавшие вопросы решались оперативно в рабочем порядке. Объект был сдан вовремя.

Примар С.Бешгиоз  Г.Готишан





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## CONTRACT FOR WORKS

Date: **November 21, 2017**

Dear Sir/Madam,

Ref.: **ITB17/1595: SARD/Construction works for 7 social infrastructure projects (LOT #2)**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**AMBORIO**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Partial rehabilitation of the House of culture building", V. Perjei village, Taraclia district; Site 2: "Capital repairs of the roof of the high school", Besghioz village, GATU** (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. Annex II – Schedule of Requirements and Technical Specifications dated September 13, 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
  - d. Annex III - the Contractor's Offer including the Price Schedule and Bills of Quantities submitted by the Contractor as part of its Bid dated October 16, 2017, 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.

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**"AMBORIO" LLC**

Molodiojnaia 9/1, Ceadir Lunga city, Republic of Moldova

### **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 **180 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 by **27/11/2017**.
- 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 **US\$ 227,392.00 (two hundred twenty-seven thousand three hundred ninety-two dollars, 00 cents)**. (Total Site #1 (Valea Perjei) - 102 415,00 USD; Total Site #2 (Besghioz) - 124 977,00 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 Final 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 5% (five) and not more 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:

**BC "Moldindconbank" S.A.**

**IBAN: MD11ML000000000225114335**

**Bank Code: MOLDMD2X343**

**Fiscal Code: 1003611001595**

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](mailto:anatolii.terzi@undp.org)

**For the Contractor:**

**Chiseev Nicolai, Director**

Molodiojnaia 9/1, Ceadir Lunga city, Republic of Moldova

(069)-187907;

e-mail: [amborio@gmail.com](mailto:amborio@gmail.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: Alexandru 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 "Amborio" LLC

Agreed and Accepted:

Signature



Name

**Chiseev Nicolai**

Title

Director

Date

22. august 2017





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Ref: **ItB17/01595-Lot#2**

**AMENDMENT#1 TO THE CONTRACT FOR CIVIL WORKS  
BETWEEN  
UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
"AMBORIO" LLC**

Date: January 29, 2018

Reference is made to the contract for works dated November 21, 2017 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"Amborio" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 2, Site 1: "Partial rehabilitation of the House of culture building", V. Perjei village, Taraclia district; Site 2: "Capital repairs of the roof of the high school", Besghioz village, GATU.**

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 "Amborio" LLC and UNDP** now wish to amend said Contract in order to:

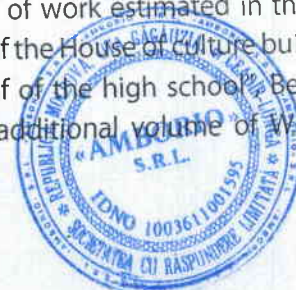
- include additional works in the **Besghioz village, in the amount of 22,966.74 USD**
- include additional works in the **Avdarma village, in the amount of 19,593.23 USD**

**WHEREAS** such Amendment will result in an increase of **USD 42,559.97** (forty-two thousand five hundred fifty-nine dollars and 97 cents) making this amended Contract total **USD 269,951.97** (two hundred sixty-nine thousand nine hundred fifty-one dollars and 97 cents), following the breakdown below:

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

Clause 1.2 shall be changed to now read as follows:

- 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 Contractor's Bill of Quantities for additional works attached hereto as Annex I;
  - c. the letter confirming that Contractor will comply with the volume of work estimated in the BOQ published within ITB17/01595, Lot #2,, Site 1: "Partial rehabilitation of the House of culture building", V. Perjei village, Taraclia district; Site 2: "Capital repairs of the roof of the high school" Besghioz village, GATU, additional volume of Works for Avdarma village, additional volume of Works in



25.

Besgioz village, according to the Amborio LLC financial proposal, Commitment letter from the Contractor regarding the (i) additional works/solutions for further improvement of access to open-air occupations of school children, which refer to pavement of about 1000.0 m<sup>2</sup>; and (ii) pavement of about 800.0 m<sup>2</sup>.

Clause 3.1 shall be changed to now read as follows:

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **USD 269,951.97** (two hundred sixty-nine thousand nine hundred fifty-one dollars and 97 cents).

**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:

By

  
(signature)

**Dafina Gercheva**  
**UN Resident Coordinator**  
**UNDP Resident Representative in Moldova**

Date: \_\_\_\_\_



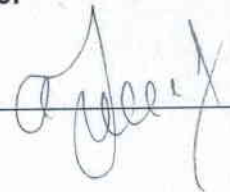
For "Amborio" LLC:

By

\_\_\_\_\_  
(signature)

**Chiseev Nicolai,**  
**Director**

Date: \_\_\_\_\_







INVESTITOR (UNDP Moldova)  
BENEFICIAR (Primaria Avdarma)

Anexanr. 1  
la Regulamentul de recepție  
a construcțiilor și instalațiilor aferente

**PROCES-VERBAL  
DE RECEPȚIE FINALĂ**  
Nr.2 Din 08.05.2018

Privind lucrarea: **„Imbunatatirea cailor de acces a locuitorilor s. Avdarma pe teritoriul gradinitei de copii „Ivusca „, executată la obiectul s. Avdarma, în cadrul contractului în cadrul contractului ITB 17/1595 lot 2 din 22.11.2017, încheiat între: SARD, UNDP Moldova u SRL „Amborio”, pentru lucrările de: „Imbunatatirea cailor de acces a locuitorilor s. Avdarma pe teritoriul gradinitei de copii „Ivusca,,**

1. Comisia de receptivă finală și-a desfășurat activitatea în intervalul 08.05.2018, fiind formată din:

**Președintele comisiei:**

Casim Ivan - Primar s. Avdarma

**Membrii comisiei:**

Guseinov Igor. – Viceprimar s. Avdarma  
Caramit Elena. – Director Liceu D. Celeghir s. Avdarma  
Grec Nadejda . – Director gradinita „ Ivusca,, s. Avdarma  
Capsamun Marina – Seceta Consiliu s, Avdarma  
Petcovici Anna – Contabil sef s. Avdarma  
Duscov Ivan – Responsabil Tehnic  
Baghici Vladimir. - Inginer Consultant UE SARD

2. Au mai participat la recepție:

Administrator SRL „Amborio” – Chiseev Nicolai  
Diriginte de santier SRL „Amborio” – Chiseev Nicolai

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 30.04.2018;
- 3) Observațiile comisiei de recepție finală sunt 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 sunt în posesia utilizatorului;
- 6) Construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 08.05.2018 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;
- 7) Valoarea obiectului este de \$

4. În baza constatărilor făcute, comisia de recepție finală propune:  
*Организовать процедуру принятия объекта*



5. Comisia de recepție finală motivează propunerea făcută prin:

*Удовлетворительного состояния объекта со момента окончания работ и до дня приемки в эксплуатацию*

6. Comisia de recepție finală recomandă următoarele:

*Содержание и эксплуатация объекта согласно назначению*

7. Prezentul proces-verbal, continind 2 file si 2 anexe numerotate, cu un total de 4 file, a fost incheiat astazi 08.05.2018, la ora 15-00 in 4 exemplare.

Comisia de recepție:

**Președintele comisiei:**

Casim Ivan

**Membrii comisiei:**

Juseinov Igor.

Caramit Elena.

Grec Nadejda .

Capsamun Marina

Petcovici Anna

Duscov Ivan

Baghici Vladimir.

Reprezentantii antreprenorului:

Chiseev Nicolai

Chiseev Nicolai



INVESTITOR (UNDP Moldova)

BENEFICIAR (Primaria s. Beșghioz)

Anexanr. 2  
la Regulamentul de recepție  
a construcțiilor și instalațiilor aferente

**PROCES-VERBAL  
DE RECEPȚIE FINALĂ**  
Nr.2 Din 12.10.2018

Privind lucrarea: „ *Reparația capitală a acoperișului la Liceul Teoretic s. Beșghioz și amenajarea teritoriului*”, UTAG, executată la obiectul, s. Beșghioz”, UTAG în cadrul *contractului ITB 17/1595 lot 2 din 26.11.2017*, încheiat între: *SARD, UNDP Moldova u SRL „Amborio”*, pentru lucrările de „ *Reparația capitală a acoperișului la Liceul Teoretic s. Beșghioz și amenajarea teritoriului*”, UTAG

1. Comisia de receptivitate finală și-a desfășurat activitatea în intervalul 13.02.2018, fiind formată din:

**Președintele comisiei:**

Gotișan Nicolai - Primar s. Beșghioz

**Membrii comisiei:**

Seiz Maria - Secretar primaria s. Beșghioz  
Panaitov Fiodor - Consilier primaria s. Beșghioz  
Todorova Marianna - Contabil șef primaria s. Beșghioz  
Panaitov Mihail - Responsabil Tehnic  
Baghici Vladimir - Inginer Consultant UE SARD

3. Au mai participat la recepție

Administrator SRL „Amborio” – Chiseev Nicolai  
Diriginte de șantier SRL „Amborio” – Chiseev Nicolai

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 19.04.2018;
  - 3) Observațiile comisiei de recepție finală sunt prezentate în lista-anexă nr. 2;
  - 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
  - 5) Instrucțiunile de exploatare și urmărirea comportării în timp a obiectului sunt în posesia utilizatorului;
  - 6) Construcția s-a comportat corespunzător în perioada de la terminarea ei la data de 19.04.2018 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;
  - 7) Valoarea obiectului este de 147 943,74 \$ SUA
4. În baza constatărilor făcute, comisia de recepție finală propune:
- Организовать процедуру принятия объекта*
5. Comisia de recepție finală motivează propunerea făcută prin:  
*Удовлетворительного состояния объекта со момента окончания работ и со дня приемки в эксплуатацию*



6. Comisia de recepție finală recomandă următoarele:

*Содержание и эксплуатация объекта согласно назначению*

7. Prezentul proces-verbal, continind 2 file si 2 anexe numerotate, cu un total de 4 file, a fost incheiat astazi 12.10.2018, la ora 11-00 in 5 exemplare.

Comisia de recepție:

**Președintele comisiei:**

Gotișan Nicolai

**Membrii comisiei:**

Seizi Maria

Panaitov Fiodor

Todorova Marianna

Panaitov Mihail

Baghici Vladimir.

Au mai participat la recepție

Chiseev Nicolai

Chiseev Nicolai



**Gökoğuz Yeri 3 Okulu'nun Çatı  
Yenilenmesine Dair  
SÖZLEŞME**

Kişinev şehri

**ДОГОВОР  
О замене кровли в 3-х учебных заведениях  
АТО Гагаузии**

г. Кишинев

İşbu sözleşme Gökoğuz Yeri 3 Okulunun Çatı yenilenmesi kapsamında aşağıda isim (unvan) ve adresleri yazılı bulunan, bir tarafta, Moldova Cumhuriyeti, Kişinev şehri, Sfatul Tarii sokağı, 26/1 adresinde bulunan ve bundan böyle "İdare" olarak adlandırılacak olan **TİKA Moldova Program Koordinatörlüğü** adına işlem yapan **TİKA Moldova Program Koordinatörü Selda ÖZDENOĞLU** ve diğer tarafta Moldova Cumhuriyeti, Çadır-Lunga Şehri, Moldiojnaia Sok., 9/1 adresinde bulunan ve bundan böyle "Yüklenici" olarak adlandırılacak **"AMBORİO" Limited Şirketi** adına işlem yapan Müdür **Nikolai KİSEEV**'a verilen yetkiler çerçevesinde hazırlanmış ve imzalanmıştır.

Bu kapsamda Yüklenici iş bu Sözleşmeden kaynaklanan tüm yükümlülüklerden sorumludur.

İşbu Sözleşmede belirtilen işlerin ifa edilmesi için aşağıdaki hüküm ve şartlar geçerlidir:

**Madde 1**

**SÖZLEŞME'NİN KONUSU**

İşbu Sözleşme uyarınca Yüklenici, projeye uygun şekilde Gökoğuz Yeri:

- 1) Çadır-Lunga, Miçurina sok. 59 adresinde bulunan G. Sırtmaç adına Lise
- 2) Çadır-Lunga, Sırtmaç sok. 44 adresinde bulunan M.P. Guboglo adına Lise'nin A3 bloğu
- 3) Vulkanеşti Bölgesi Etulia köyü S.P. Ekonomov adına Lise

Toplam 3 okulunun çatıları yenilenmesini tamamlayarak işletmeye devretmeyi, İdare ise tamamlanan işleri teslim alıp mutabakata varılan koşullara uygun olarak ödemeyi taahhüt eder.

**Madde 2**

**GENEL HUSUSLAR**

3.1. İdare ve Yüklenici ihtimamlı olarak ve biri birilerini karşılıklı olarak anlama, anlayış gösterilmesi esaslarında iş bu Sözleşmeden kaynaklanan yükümlülükleri ifa edecekler.

3.2. Yüklenici işbu Sözleşme ile öngörülen tüm işlerin kalifiyeli olarak ifa edilmesi sorumluluğunu taahhüt eder.

**Madde 3**

**ESAS ŞARTLAR**

3.1. Tüm inşaat işlerin yerine getirmesüresi Sözleşmenin imzalanmasından itibaren 90 (doksan) takvim günüdür.

3.2. Söz konusu iş kapsamında avans verilmeyecektir.

3.3. Sözleşmeye göre yapılacak işlerin tutarı KDV hariç **79.311,13€** (YETMİŞDOKUZ BİN ÜÇYÜZ

Координационный Офис Программ ТИКА в Молдове, находящийся по адресу Республика Молдова, мун. Кишинёв, ул. Сфатул Цэрий, 26/1, именуемый в дальнейшем «Заказчик», в лице координатора Программ ТИКА в РМ Selda ÖZDENOĞLU с одной стороны, и «AMBORİO» SRL, находящаяся по адресу Республика Молдова, мун. Чадыр-Лунга, ул. Молодёжная, 9/1, именуемая в дальнейшем «Исполнитель» в лице Директора **Николая Кисеева** с другой стороны, подготовили и заключили настоящий Договор о выполнении работ по замене кровли в 3-х учебных заведениях АТО Гагаузии.

Исполнитель несёт ответственность за все обязательства по настоящему Договору.

Для выполнения работ по настоящему Договору действуют следующие положения и условия:

**Статья 1**

**ПРЕДМЕТ ДОГОВОРА**

В соответствии с настоящим Договором Исполнитель обязуется выполнить работы по замене и сдаче в эксплуатацию кровли в 3-х учебных заведениях АТО Гагаузии:

- 1) Гимназии детского сада им.Г.Сыртмача по ул.Мичурина,59 в мун.Чадыр-Лунга
- 2) Блока А3 лицея им. М.П. Губогло по ул. Сыртмача №44 мун. Чадыр-Лунга
- 3) Лицея им. С.П. Экономова в с. Етулия Вулканештского района

в соответствии с проектно-сметной документацией, а Заказчик обязуется принять выполненные работы и произвести оплату на согласованных условиях.

**Статья 2**

**ОБЩИЕ ПОЛОЖЕНИЯ**

3.1. Заказчик и Исполнитель будут добросовестно и на основе взаимопонимания выполнять обязательства, вытекающие из настоящего Договора.

3.2. Исполнитель берёт на себя ответственность за квалифицированное и качественное выполнение всех работ, предусмотренных настоящим Договором.

**Статья 3**

**ОСНОВНЫЕ УСЛОВИЯ**

3.1. Срок выполнения всех работ составляет 90 (девятьдесять) календарных дней со дня подписания контракта.

3.2. В рамках данных работ аванс не предоставляется.

3.3. Стоимость Работ по Договору составляет **79.311,13€** (СЕМЬДЕСЯТДЕВЯТЬ ТЫСЯЧИ



ONBİR AVRO, 13 SENT) Belirtilen bu tutar Avro bazında sabitlenmiş toplam tutar olup öngörülen tüm işleri ile ilgili tüm masraflarını kapsar. Söz konusu tutar kesindir ve yeniden gözden geçirilemez.

#### Madde 4 ÖDEME ŞARTLARI

5.1. Ödeme, Sözleşme ile öngörülen tüm çalışmalar tamamlandıktan sonra Yükleniciye banka kanalı ile sabitlenmiş (fikse edilmiş) toplam tutar üzerinden bir defada yapılacaktır. Ödeme, yapıldığı günün İdare Bankasının ticari kuruna göre Moldova Lei'yi üzerinden yapılır.

#### Madde 5 YÜKLENİCİNİN HAK VE YÜKÜMLÜLÜKLERİ

5.1. Yüklenici Sözleşme ile öngörülen tüm işleri yüksek kalitede Moldova Cumhuriyeti'nde yürürlükte olan teknik şart ve normlarına ve projeye uygun olarak yukarıda belirtilen süre içinde ifa etmekte yükümlüdür. Yüklenici, Sözleşme konusunu teşkil eden çalışmalarını mevzuatına göre yürütmeyi garanti eder.

#### Madde 6 İDARENİN HAK VE YÜKÜMLÜLÜKLERİ

6.1. İdare veya İdare tarafından yetkili kılınan başka bir kişi fiilen ifa edilen işlerin itina ile denetleme, ölçümlerinin yapılması hususunda yetki ve hakkına sahiptir ve bununla birlikte, Yüklenici İdareye her türlü destek ve yardım sağlamakla yükümlüdür.

6.2. Yüklenici tarafından ifa edilen işlerin bedelinin, işbu Sözleşmenin 4. maddesinde öngörülen şekilde ödenmesini sağlamak.

#### Madde 7 GECİKMELER VE GECİKME CEZASI

7.1. Mücbir sebepler hariç, Yüklenicinin Sözleşme konusuna dahil tüm çalışmaları zamanında tamamlayamaması ve işbu Sözleşme ile öngörülen sürede teslim edememesi halinde, İdare, bu gecikmenin her bir takvim günü için toplam tutarının %0,05'i tutarında gecikme cezası uygulayabilir.

#### Madde 8 İHTİLAFLARIN GİDERİLMESİ

8.1. Taraflar iş bu Sözleşmeden dolayı veya ona bağlı

ТРИСТО ОДИНАДЦАТЬ ЕВРО, 13 ЕВРОЦЕНТОВ) без учета НДС. Указанная стоимость работ является фиксированной стоимостью и включает все расходы, связанные со всеми предусмотренными работами, является окончательной и не подлежит пересмотру.

#### Статья 4 УСЛОВИЯ ПЛАТЕЖА

5.1. Оплата средств будет производиться Исполнителю банковским перечислением общей фиксированной суммы по завершению всех предусмотренных данным Договором. Оплата будет осуществлена в Молдавских Леях по коммерческому курсу Банка Заказчика на день перечисления.

#### Статья 5 ПРАВА И ОБЯЗАННОСТИ ИСПОЛНИТЕЛЯ

5.1. Исполнитель обязан выполнить с высоким качеством все работы, предусмотренные в проектно-сметной документации, Договором, техническими условиями и нормами, действующими в Республике Молдова в указанные выше сроки. Исполнитель гарантирует проведение всех работ, являющихся предметом настоящего Договора в соответствии с законодательством Р. Молдова.

#### Статья 6 ПРАВА И ОБЯЗАННОСТИ ЗАКАЗЧИКА

6.1. Заказчик или другое лицо, уполномоченное Заказчиком, имеют право систематически производить контроль и обмер фактически выполненных работ причём Исполнитель обязан оказывать Заказчику всяческое содействие и помощь.

6.2. Обеспечить оплату выполненных Исполнителем работ в порядке, предусмотренном Статьей 4 настоящего Договора.

#### Статья 7 ЗАДЕРЖКА В ВЫПОЛНЕНИИ РАБОТ И НЕУСТОЙКА

7.1. Если Исполнитель не может своевременно выполнить предусмотренные работы и сдать Объект Заказчику в срок, предусмотренный настоящим Договором, то Заказчик имеет право удержать с Исполнителя неустойку в размере 0,05 % от стоимости работ за каждый календарный день задержки, если она не связана с форс-мажорными обстоятельствами.

#### Статья 8 РАЗРЕШЕНИЕ СПОРОВ

8.1. Стороны обязуются решать все спорные



olarak Sözleşmenin ifası sırasında İdare ve Yüklenici arasında meydana gelebilecek tüm ihtilaflı hususları karşılıklı müzakereler, istişareler yapılması suretiyle dostane bir havada çözümlenmeyi ve bu ihtilafların giderilmesi için gerekli olan tüm çabayı sarf etmeyi taahhüt ederler.

8.2. Doğrudan doğruya yapılan görüşmelerin ve istişarelerin sonucunda anlaşmaya varılmadığı hallerde, tüm ihtilaflar Türkiye Cumhuriyeti Mahkemeleri yetkilidir.

### Madde 9 EK HUSUSLAR

9.1. İşbu Sözleşmede tüm diğer öngörülmemeyen şartlar ve hususlar İdare ile Yüklenici arasında her ayrı olayda ilaveten mutabakata bağlanacaktır.

9.2. İşbu Sözleşme imzalandığı gün yürürlüğe girer. Sözleşme, İdare ve Yüklenici için birer adet Türkçe - Rusça olmak üzere 2 asıl nüsha (2 adet Türkçe - Rusça) olarak imzalanmış olup, 3 sayfa 9 Madde içermektedir. Bununla birlikte her iki metin eşit geçerliğe sahiptir.

Kişinev şehrinde 11 Mart 2018 tarihinde düzenlenmiştir.

### TARAFLARIN HUKUKİ ADRESLERİ VE BANKA BİLGİLERİ

**İdare:** TIKA Moldova Program Koordinasyon Ofisi  
Kişinev şehri, Sfatul Tarii No: 26/1, Moldova  
Tel. (3732) 22 35 54; 29 47 80  
Faks (3732) 22 33 04  
Vergi numarası 39585017  
Banka: EXIMBANK, 20 no'lu Şubesi  
Banka kodu EXMMMD22477  
Hesap No. 225140017  
IBAN: MD54EX0000000225140017MD

**Yüklenici: "AMBORIO" Limited Şirketi**  
Çadır-Lunga Şehri, Molodiojnaia Sok., 9/1  
Tel. 069187909  
Vergi numarası 1003611001595  
KDV numarası 4200310  
Banka: TB 'Moldindconbank' A.Ş. Ceadr-Lunga şubesi  
Banka kodu: MOLDMD2X343  
Hesap No. MD11ML00000000225114335

**İDARE / ЗАКАЗЧИК**  
Selda ÖZDENOĞLU

**Yüklenici / Исполнитель**  
Nikolai KISEEV

вопросы или разногласия, которые могут возникнуть между Заказчиком и Исполнителем в ходе осуществления настоящего Договора, дружественно, путём прямых переговоров.

8.2. В случае если прямые переговоры не приведут к соглашению, то споры и разногласия подлежат рассмотрению в Судебных инстанциях Республики Турция.

### Статья 9 ДОПОЛНИТЕЛЬНЫЕ ПОЛОЖЕНИЯ

9.1. Все другие условия и обстоятельства, не учтённые в данном Договоре, будут согласованы дополнительно между Заказчиком и Исполнителем в каждом отдельном случае.

9.2. Настоящий Договор вступает в силу в день его подписания.

Договор подписан в 2-х подлинных экземплярах на русском и турецком языках, по одному экземпляру для Заказчика и Исполнителя и содержит 9 статей и 3 страниц. При этом оба текста имеют одинаковую силу.

Совершено в г. Кишинёв 11 марта 2018 года.

### ЮРИДИЧЕСКИЕ АДРЕСА СТОРОН И БАНКОВСКИЕ РЕКВИЗИТЫ

**Заказчик:** Координационный Офис Программ ТИКА в Молдове  
г. Кишинёв, ул. Сфатул Цэрий 26/1 / Молдова  
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Факс: (3732) 22 33 04  
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Банк: EXIMBANK, Филиал № 20.  
EXMMMD22477  
P/C: 225140017  
IBAN: MD54EX0000000225140017MD

**Исполнитель: "AMBORIO" SRL**  
мун. Чадыр-Лунга, ул. Молодёжная, 9/1  
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Ф/К: 1003611001595  
НДС: 4200310  
Банк: BC „Moldindconbank” фил. Чадыр-Лунга  
Код: MOLDMD2X343  
Номерсчета: MD11ML00000000225114335

