

## VOLUME 2

SECTION 1  
CONTRACT FORM

## WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO: W-TI-UE-1

FINANCED FROM THE GRANT CONTRACT NR. ENI/2017/392-992

Between

**PA "Fondul de Inovatii Sociale din Moldova", NGO**

Official registration number: 1015620000184

Full official address: Bd. Decebal, nr. 19, off 133

MD-2002 mun. Chişinău, Moldova

E-mail : [droscovan@gmail.com](mailto:droscovan@gmail.com)

Tel. 022 63-83-80; GSM. 0 692 41 847

Represented by **Dumitru Roşcovan, Chairman****Acting on behalf of:****Local Public Authority of Festelita village, Stefan Voda district**

Official registration number: 1007601005349

Full official address: MD3541, str. Ştefan cel Mare, Feştelita village, Ştefan Vodă district

E-mail: [primariafestelita@gmail.com](mailto:primariafestelita@gmail.com)

Tel. 0 242 44 1 72; GSM. 067704688

Represented by **Nicolae Tudoreanu, Mayor**

('The Contracting Authority'),

of the one part,

and

**SC „TOPIMOBIL” SRL, represented by Boris Covrig, Administrator**

Official registration number - 1003600122566

Full official address - str. A.Mateevici nr. 52, MD-2009 mun. Chişinău, Moldova

e-mail: [topimobil@mail.ru](mailto:topimobil@mail.ru) , GSM. 060197000

('the Contractor')

of the other part,

have agreed as follows:

**PROJECT "Creation of excellence center through piloting demonstrative new energy efficiency technologies and renewable energy sources in Festelita community"****CONTRACT TITLE; THERMAL INSULATION OF FESTELITA CITY HALL.****Identification number** < EuropeAid/155713/DH/ACT/Multi

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

**ENG: Thermal insulation of the facades and attic of the City Hall of Feştelita Town Hall, rn. Ştefan Vodă, replacement of old windows and doors, renovation of the base and the wall, interior and exterior finishing works in accordance with the provisions of the**

**technical design documentation, with the execution details from the specifications, as well as the norms, standards and technical prescriptions in force.**

RO: Termoizolarea fațadelor și podului clăditii Primăriei s. Feștelița, rn. Ștefan Vodă, chimbarea geamurilor și ușilor, renovarea soclului și pereului, lucrări de finisare interioare și exterioare în conformitate cu prevederile proiectului tehnic, cu detaliile de execuție din caietul de sarcini, precum și a normativelor, standardelor și prescripțiilor tehnice în vigoare.

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) the Technical and /or Performance Specifications,
  - (e) the design documentation (drawings),
  - (f) the breakdown of lump-sum price,
  - (g) the tender,
  - (h) 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) **MDL 584 098.36 (five hundred eighty four thousand ninety eight lei, 36 bani)**

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) The Parties agree to the set of rights and obligations described in the attached contractual documents, with the following main characteristics, further detailed in the attachments:

			Contract-article:
1	Price	Lump sum contract	49
		Prices can not be revised	48
2	Duration	3 months implementation of works	34
		Provisional acceptance, after completion of works	60
		Defects liability period of 365 days, after provisional acceptance	61
		Final acceptance, after expiry of defects liability period	62

3	Delay	0.1% of the contract price for every day of delay	36
4	Supervisor	Supervisor and supervisor's representative	5
5	Sub-contracting	Allowed up to 50% of the contract price, with the main Contractor maintaining full responsibility	7
6	Bank guarantees	no performance, prefinancing and retention guarantees	15, 46, 47
7	Insurances	For damage to 3 <sup>rd</sup> parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
8	Payments	Lump sum advance for 20% of the original contract price, after conclusion of the contract, upon reception of the work plan.	46
		Interim payment for 40% of the contract price, after completion of 70% of the original contract price	49, 50
		Interim payment for 30% of the contract price, after completion of 100% of the original contract price, subject to submission of signed Preliminary statement of account	49, 50
		Retention money 10% of the contract price, within 60 days of the issuing of the signed Final statement of account	47, 49

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.

Done in English in three originals, two originals for the contracting authority, and one original for the contractor.

For the contractor		For the contracting authority	
Name:	<b>Boris Covrig</b>	Name:	<b>Nicolae Tudoreanu</b>
Title:	<b>Topimobil SRL Administrator</b>	Title:	<b>Mayor of Festelita village Stefan Voda district REPUBLIC OF MOLDOVA</b>
Signature:		Signature:	
		Title:	<b>Dumitru Roșcovan Chairman of PA "Fondul de Inovatii Sociale din Moldova" NGO REPUBLIC OF MOLDOVA</b>
		Signature:	
Date:	25.02.2021	Date:	25.02.2021

# ADDENDUM N° 1 TO WORKS CONTRACT N° W-TI-UE-1

<p><b>PA "Fondul de Inovatii Sociale din Moldova"</b> Non-governmental organisation Official registration number: 1015620000184 Full official address: Bd. Decebal, nr. 19, off 133 MD-2002 mun. Chişinău, Moldova E-mail : <a href="mailto:droscovan@gmail.com">droscovan@gmail.com</a> Tel. 022 63-83-80; GSM. 0 692 41 847 Represented by <b>Dumitru Roşcovan, Chairman</b></p>	<p><b>Local Public Authority of Festelita village, Stefan Voda district</b> Official registration number: 1007601005349 Full official address: MD3541, str. Ştefan cel Mare, Feştelita village, Ştefan Vodă district E-mail: <a href="mailto:primariafestelita@gmail.com">primariafestelita@gmail.com</a> Tel. 0 242 44 1 72; GSM. 067704688 Represented by <b>Nicolae Tudoreanu, Mayor</b></p>
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("the Contracting Authority"),

of the one part, and

Full official name of the contractor

**SC „TOPIMOBIL” SRL, represented by Boris Covrig, Administrator**

Official registration number - 1003600122566

Full official address - str. A.Mateevici nr. 52, MD-2009 mun. Chişinău, Moldova

e-mail: [topimobil@mail.ru](mailto:topimobil@mail.ru) , GSM. 060197000

("the Contractor")

of the other part,

have agreed as follows:

The following provisions of the Special Conditions to the Contract W-TI-UE-1 **“THERMAL INSULATION OF FESTELITA CITY HALL”** concluded between the Contracting Authority and the Contractor on 25.02.2021 (the "Contract"), within the **PROJECT "Creation of excellence center through piloting demonstrative new energy efficiency technologies and renewable energy sources in Festelita community"** are hereby replaced as follows:

- 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) **MDL 584 098.36 (five hundred eighty-four thousand ninety-eight lei, 36 bani)**

text of the new article as amended

- 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) **MDL 703 505.38 (seven hundred three thousand five hundred five lei, 38 bani)**

The Annex DEVIZ LOCAL, from 25.02.2021 in the amount of MDL 584 098.36, is amended as follows:

- Works excluded in the amount of - MDL 52 033,27;
- Additional works included in the amount of + MDL 119 407.02.

## SECTION 2 SPECIAL CONDITIONS

### Article 34 Period of implementation of tasks

34.1 up to 3 (three) months from the Contract signing date.

text of the new article as amended

## SECTION 2 SPECIAL CONDITIONS

### Article 34 Period of implementation of tasks

34.1 up to 4 (four) months from the Contract signing date. Hence, end date of the contract shall be

# ADDENDUM N° 1 TO WORKS CONTRACT N° W-TI-UE-1

All other terms and conditions of the Contract remain unchanged. This addendum shall form an integral part of the Contract and it shall enter into force on the later date of signature by the Parties.  
 Done in English in three originals: two originals being for the Contracting Authority and one original being for the Contractor.

For the contractor		For the contracting authority	
Name:	<b>Boris Covrig</b>	Name:	<b>Nicolae Tudoreanu</b>
Title:	<b>Topimobil SRL Administrator</b>	Title:	<b>Mayor of Festelita village Stefan Voda district REPUBLIC OF MOLDOVA</b>
Signature:		Signature:	
		Title:	<b>Dumitru Roșcovan Chairman of PA "Fondul de Inovatii Sociale din Moldova" NGO REPUBLIC OF MOLDOVA</b>
		Signature:	
Date:	23.05.2021	Date:	23.05.2021