

Approved by:  
**Mariana Ombun**  
 Chairwoman of the  
 Telenesti District Council

**VOLUME 2****SECTION 1****CONTRACT FORM****WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS****NO: W-RCDP3-1****FINANCED FROM THE****PROJECT AGREEMENT to the Rotary**

“Improvement of safe water delivery and preschool education services” grant project in Ratus community, Telenesti district

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)

GSM. 0 692 41 847

Represented by **Dumitru Roşcovan, Chairman****and:****Local Public Authority of Ratus village, Telenesti district**

Official registration number: 1007601003909

Full official address: City Hall of Ratus village, Telenesti district

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

GSM. 0691 28 147

Represented by **Tudor Turcanu, 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

VAT number: 0403140

('the Contractor')

of the other part,

have agreed as follows:

**PROJECT AGREEMENT** to the Rotary “Improvement of safe water delivery and preschool education services” grant project in Ratus community, Telenesti district

**CONTRACT TITLE: Renovation of the roof at the kindergarten from Mîndra village, Telenesti district.**

**Identification number RCDP-3**

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

**ENG:** Replacement of the asbestos roof and Renovation of the of the facade of the kindergarten from Mîndra village, Telenesti district, with 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.

15 January 2016

Contract Topimobil SRL\_Mindra

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**RO:** Înlocuirea acoperișului din azbest și Renovarea fațadei grădiniței din satul Mîndra, raionul Telenești, cu lucrări de finisaje 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 (including VAT/other taxes) MDL 540 915,48 (five hundred forty thousand nine hundred fifteen Moldovan lei, 48 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.

- (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	2 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, pre-financing and retention guarantees	15, 46, 47


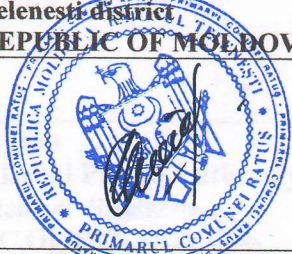

7	Insurances	For damage to 3 <sup>rd</sup> parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
8	Payments	Lump sum advance for 20% of the original contract price, after conclusion of the contract, upon 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

**(ENG) MAXIMUM ATTENTION !! The ceiling of the kindergarten is made of clay on wooden slats. The contractor will ensure that the ceiling is waterproof in the rain. IN THE EVENT OF MOISTURE OF THE CEILING, THE CONTRACTOR WILL SUPPORT THE EXPENSES OF REPAIRING THE CEILING AND THE INTERIOR ROOMS FROM ITS OWN SOURCES.**

**(RO) ATENȚIE MAXIMĂ!! Tavanul grădiniței este realizat din lut pe sipci din lemn. Contractorul va asigura impermeabilitatea tavanului pe timp de ploaie. IN CAZ DE UMEZIRE A TAVANULUI, CONTRACTORUL VA SUPORTA CHELTUIELILE DE REPARAȚIE A TAVANULUI ȘI A ÎNCĂPERILOR INTERIOARE DIN SURSELE PROPRII.**

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>Tudor Turcanu</b>
Title:	<b>SC "Topimobil" SRL Administrator</b>	Title:	<b>Mayor of Ratus village Telenesti 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:	31 MAY 2022	Date:	31 MAY 2022