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RMCO 84682



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No 34/5-94 dated 12.11.2020

FINANCED FROM THE EU GENERAL BUDGET

General Police Inspectorate of the Republic of Moldova (GPI), Identification number: 101360101000495, Official address: 11/1, Tiraspol street MD-2012, Chisinau, Republic of Moldova, (**'The Contracting Authority'**), represented by **Sergiu PAIU**, Head of the GPI, Legal representative of RMCO Project, of the one part,
and

SC "Taumaturg" S.R.L., Identification number: 1003600037802, Official address: 6, Aerodromului street MD-2024, Chisinau, Republic of Moldova, (**'The Contractor'**), represented by **Sergiu BOGDAN**, Director, of the other part
have agreed to cooperate on the implementation of

the Large Infrastructure Project „Regional cooperation for prevention and combating trans-border criminality in Romania and Moldova” (THOR) financed by the European Union through the Joint Operational Programme Romania – Republic of Moldova 2014 – 2020, according the Grant Contract no. 84682 /27.06.2019.

This contract has been awarded following the public procurement procedure nr. ocds-b3wdp1-MD-1597818554049 which was carried out in accordance with **The Procurement and Grants for European Union external actions – A Practical Guide (PRAG – version 2016.0)**.

CONTRACT TITLE **Site supervision services**

Identification number: RMCO 84682/27.06.2019 – THOR/4.3/1 –Site supervision.

(1) Subject

1.1 The subject of this contract is the supervision of the Renovation of the existing administrative buildings of the Police Sectors:

- SP nr.1 IP Leova;



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- SP nr.7 IP Hincesti "Bujor";
- SP nr.4 IP Leova "Sarata nouă";
- SP nr.2 IP Cahul "Zirnesti";
- SP nr.3 IP Leova "Sarateni";
- SP nr. 3 IP Riscani "Costesti";
- SP nr. 5 IP Edinet "Fetesti";
- SP nr. 3 IP Edinet "Hincauti";
- SP nr. 5 IP Ungheni "Cetireni";
- SP nr. 4 IP Edinet "Zabriceni".

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference, annexed to the contract (Annexe II)

(2) Contract Value

This contract, established in: MDL, is a fee based contract.

In accordance with the presented fees, the estimated number of working days for each category of experts in the "budget breakdown" form, as well as other costs, necessary to perform the contract, the maximum value of the contract is 434

- (excluding VAT/other taxes) **88 160,00 MDL**

- VAT and other taxes – **0,00 MDL**

Handwritten notes: 2020, 10871, 2021

This contract is exempt from VAT payment according to GD no. 413 of 21.08.2019.

(3) Order of precedence of the contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions;
- the general conditions (Annex I);
- the terms of reference (Annex II);



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- the organisation and methodology (Annex III);
- key experts (Annex IV);
- budget (Annex V);
- specified forms and other relevant documents (Annex VI).

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.

(4) Language of the contract

The language of the contract is English, but all written communications between the contractor and the contracting authority and/or the project coordinator shall be in Romanian.

(5) Other specific conditions applying to the Contract

Done in 3 originals, 2 originals for the Contracting Authority, one original for the Contractor.

Payment dates of the parties

| For the Contractor | For the Contracting Authority |
|--|--|
| Fiscal code: 1005600025638 | Fiscal code: 1013601000495 |
| IBAN: MD52AG000000002251454230 | IBAN: MD57TRPBAA311120A14294AC IBAN: 0. 2020 - 66823, 83 lei 0. 2021 - 21336, 17 lei |
| Bank Code: AGRNMD2X | Bank Code: TREZMD2X |
| Bank Name: BC "Moldova - Agroindbank" S.A, | Bank Name: Ministry of Finance of The Republic of Moldova, Constantin Tanase, 7 Chisinau |

For the Contractor

Name: Sergiu BOGDAN

Title: Director

Signature _____

Date: _____



For the Contracting Authority

Name: Sergiu PAIU

Title: Head of the GPI, Legal representative of RMCO Project

Signature _____

Date: _____



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SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions.

Article 2 Communications

2.1 Contact persons:

Contracting Authority:

Igor Ceban

General Police Inspectorate, 11, Tiraspol Str. MD-2012, Chisinau, Republic of Moldova,
tel.: +373 69 219 122, email: igor.ceban@igp.gov.md

Contractor:

Sergiu Bogdan – Director

6, Aerodromului street MD-2024, Chisinau, Republic of Moldova,
tel.: +373 69 309 555 , email: taumaturg@mail.ru

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, in conformity of the Article 19.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be date of signature of the contract by both parties.

19.2 The implementation period of the tasks is during the execution of the construction and the final reception of the works.

19.3 Duration of the contract is until December 31, 2021.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference and in conformity of the Legislation of the Republic of Moldova in the construction fields.



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| Bank Code: AGRNMD2X | Bank Code: TREZMD2X |
| Bank Name: BC "Moldova - Agroindbank" S.A, | Bank Name: Ministry of Finance of The Republic of Moldova, Constantin Tanase, 7 Chisinau |

For the Contractor

Name: Sergiu BOGDAN

Title: Director

Signature _____

Date: _____



For the Contracting Authority

Name: Sergiu PAIU

Title: Head of the GPI, Legal representative of RMCO Project

Signature _____

Date: _____



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tel.: +373 69 219 122, email: igor.ceban@igp.gov.md

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Article 27 Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the documents or report.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

| Month | | MDL |
|---|------------------|---|
| After each month of performing the contract | Interim Payments | In conformity with the monthly reports _____ |
| At the end of project implementation | Balance | _____ |
| | Total | |

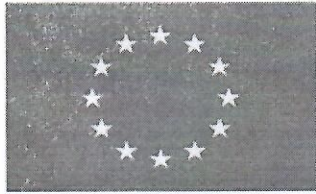
By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions submitted. The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in national currency in accordance with Articles 29.6 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Article 30 Financial Guarantee

30.1 The financial guarantee, provided in the General Conditions is established in the amount of 5% of the contract value and must be presented according to the Form specified in the Annex to the tender dossier.



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Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the Chisinau Court of Republic of Moldova in accordance with the national legislation of the state of the Contracting Authority.

Article 42 Data Protection

Not applicable.

Article 73 Other additional clauses

The Contractor shall periodically submit to the Contracting Authority proofs of the execution of the works, sending photos, videos, etc.

For the Contractor

Name: **Sergiu BOGDAN**

Title: Director

Signature:



For the Contracting Authority

Name: **Sergiu PAIU**

Title: Head of the GPI, Legal representative of RMCO Project

Signature:

