

## CONTRACT DE SUBANTREPRIZĂ NR. 2

05 octombrie 2020

mun. Chișinău

„VALDCONGRUP” S.R.L., c/f 1009600000374 numită în continuare „Antreprenor General”, în persoana directorului **dl Țurcan Denis**, care activează în baza Statutului, pe deoparte și „COMOD CONSTRUCT” S.R.L., numită în continuare „Subantreprenor”, în persoana directorului **dl Ceban Adrian**, care activează în baza Statutului, pe de altă parte, numită împreună „părți”, au încheiat prezentul contract cu privire la următoarele:

### 1. OBIECTUL CONTRACTULUI

- 1.1. Subantreprenorul se obligă să execute pe riscul său, în conformitate cu documentația de proiect, devizul de cheltuieli și graficul de execuție, lucrări de sporire a eficienței energetice la Liceul Teoretic Holercani, r-nul Dubăsari, iar Antreprenorul General se obligă să recepționeze lucrările și să plătească prețul convenit.
- 1.2. Lucrările vor fi executate cu materialele subantreprenorului.

### 2. VALOAREA CONTRACTULUI ȘI MODUL DE ACHITARE

- 2.1. Prețul lucrărilor este aprobat de părți conform devizelor de cheltuieli la cota TVA zero și constituie 8 720 219 lei (opt milioane șapte sute douăzeci mii două sute nouăsprezece lei). Devizul de cheltuieli poate fi modificat de către părți dacă se va micșora volumul de lucrări și/sau prețul materialelor.
- 2.2. Antreprenorul general achită lucrările executate în termen de maximum 30 zile după prezentarea proceselor verbale de recepție.

### 3. DREPTURILE ȘI OBLIGAȚIILE PĂRȚILOR

#### A. DREPTURILE ȘI OBLIGAȚIILE SUBANTREPRENORULUI

- 3.1. Să execute lucrările în conformitate cu documentația de proiect, standardele, normele în vigoare și indicațiile Antreprenorului General.
- 3.2. Să informeze Antreprenorul General despre necesitatea executării unor lucrări suplimentare neprevăzute de prezentul contract și să coordoneze cu acesta caracterul, volumul, prețul și termenii de executare a acestor lucrări.
- 3.3. În cazul când subantreprenorul nu a informat Antreprenorul General despre necesitate executării unor lucrări suplimentare și respectiv modificarea devizului de cheltuieli Antreprenorul general este în drept de a nu achita lucrările suplimentare.
- 3.4. Să informeze Antreprenorul General despre faptul că executarea indicațiilor acestuia sau calitatea materialelor (Antreprenorului General) folosite amenință trăinicia, validitatea or utilitatea lucrărilor executate sau despre orice alte situații care pot duce la diminuarea trăinicieii, calității sau utilității lucrărilor executate. Dacă Antreprenorul General, fiind informat în scris, nu a dat indicații, într-un timp rezonabil, despre modificarea modului de executare a lucrărilor sau nu a înlăturat situațiile ce pot duce la diminuarea trăinicieii, validității sau utilității lucrărilor executate, Subantreprenorul este în drept de a refuza executarea lucrărilor.
- 3.5. Subantreprenorul, cu două zile până la începere recepționării lucrărilor, îl informează pe Antreprenorul General despre finisarea lucrărilor ascunse. Finisarea acestor lucrări este confirmată printr-un act bilateral. Dacă subantreprenorul nu a informat



Antreprenorul General despre acest fapt sau l-a informat cu întârziere este obligat, la prima cerere a acestuia din urmă, de a descoperi/acoperi lucrările ascunse din cont propriu.

- 3.6. Să asigure protecția muncii, respectarea tehnicii de securitate și normele sanitare, ordinii și disciplinei atât angajaților săi, cât și angajaților Antreprenorului General care vor fi implicați la executarea lucrărilor sub supravegherea Subantreprenorului. În acest sens, Subantreprenorul va fi responsabil personal pentru orice fel de prejudicii ce pot surveni în legătură cu neexecutarea acestei obligații.
- 3.7. Să asigure integritatea materialelor și construcțiilor pe sectorul său de lucru, iar pentru pază să le înregistreze sub semnătură în registru de dare primire spre pază zilnic.
- 3.8. La finisarea lucrărilor să curețe sectorul unde au efectuat lucrările de utilajul și materiale de construcții, deșeuri ș.a.

## **B. ANTREPRENORUL GENERAL**

- 3.9. Să achite și să recepționeze în termenul stabilit lucrările executate de subantreprenor.
- 3.10. Să formeze Comisia de Recepție a lucrărilor în termen de 3 (trei) zile din momentul depunerii cererii de către subantreprenor.
- 3.11. Antreprenorul General este în drept să efectueze în orice în moment controlul executării lucrărilor.
- 3.12. Să solicite subantreprenorului în timpul executării lucrărilor, în scris, modificarea într-un termen rezonabil a lucrărilor executate necalitativ.
- 3.13. Antreprenorul General este în drept să transmită subantreprenorului materiale și utilaje necesare pentru executarea lucrărilor, iar acesta este obligat să le primească și să le folosească în conformitate cu indicațiile Antreprenorului General. Dacă utilizarea materialelor și utilajelor furnizate de Antreprenorul General, sunt prevăzute în deviz, părțile vor efectua recalcularea corespunzătoare a devizului de cheltuieli.

## **4. TERMENUL EXECUTĂRII LUCRĂRILOR**

- 4.1. Termenul de execuție și recepție definitivă a lucrărilor de subantrepriză este de 10 luni din momentul emiterii dispoziției de începere a lucrărilor.
- 4.2. Dacă în procesul executării lucrărilor intervin modificări la solicitarea Antreprenorului General și anume în ce privește volumul lucrărilor și termenul de executare prevăzut în contract, noul termen se stabilește în formă scrisă și trebuie să corespundă cu termenul necesar pentru executarea lucrărilor și modificărilor de proiect.

## **5. RECEPȚIA LUCRĂRILOR**

- 5.1. Acceptarea lucrărilor de construcție-montaj, se efectuează prin semnarea proceselor verbale de recepție. Procesele-verbale de recepție, semantate de părți confirmă îndeplinirea de către subantreprenor a obligațiilor sale contractuale și servesc drept temei pentru achitarea valorii acestora.
- 5.2. Procesele-verbale de recepție a lucrărilor executate se semnează în cazul corespunderii lucrărilor executate cu prevederile normelor și regulilor în construcții.
- 5.3. În cazul în care, lucrările executate nu vor corespunde cerințelor Antreprenorului General și normele tehnice aplicabile în construcții (referitor la calitatea, rezistența, utilitatea etc), Antreprenorul General este în drept să refuze semnarea proceselor verbale de recepție a lucrărilor și să achite valoarea acestora.

## **6. RĂSPUNDEREA PĂRȚILOR**

- 6.1. Partea care își îndeplinește obligațiile contractuale în mod corespunzător trebuie să restituie celeilalte părți, la cerința ultimei, cheltuielile și pierderile suferite



- 6.2.În cazul neachitării lucrărilor executate în termenul stabilit Antreprenorul General achită o penalitate de 0,01% din suma neachitată, pentru fiecare zi calendaristică restantă, dar nu mai mult de 5%, din suma neachitată.
- 6.3.Pentru încălcarea termenelor de executare a lucrărilor, Subantreprenorul achită penalitate în mărime de 0,01% din valoarea totală a lucrărilor, pentru fiecare zi calendaristică restantă, dar nu mai mult de 5%.
- 6.4.Plata penalităților precum și restituirea prejudiciilor, nu eliberează părțile de executarea obligațiilor contractuale asumate.

## **7. TERMENUL DE GARANȚIE ȘI GARANȚIA CALITĂȚII**

- 7.1.Pentru lucrările executate de Subantreprenorul acordă un termen de garanție de 5 (cinci) ani, calculați din data semnării procesului verbal de recepție a lucrărilor.
- 7.2.Dacă în perioadă de garanție se depistează careva defecte apărute în urma executării necalitative a lucrărilor, Subantreprenorul este obligat să înlăture din cont propriu, în termenii stabiliți împreună cu Antreprenorul General. Pentru fixarea defectelor, stabilirea ordinii și termenelor de înlăturarea a acestora, Subantreprenorul este obligat să delege un reprezentat al său în cel mult 3 zile de la data primirii notificării în scris de la Antreprenorul General.
- 7.3.În cazul refuzului de către Subantreprenor de a întocmi sau semna actul defectelor depistate, Antreprenorul General întocmește un act corespunzător și solicită efectuarea unei expertize calificate numită din cont propriu. În cazul stabilirii vinovăției Subantreprenorului în defectele depistate, ultimul este obligat să compeseze cheltuielile Antreprenorului General pentru efectuarea expertizei.
- 7.4.În cazul refuzului Subantreprenorului de a înlătura defectele depistate, Antreprenorul General cu condiția notificării în prealabil a Subantreprenorului, este în drept de a alege o alta companie pentru înlăturarea defectelor din contul subantreprenorului.

## **8. SOLUȚIONAREA LITIGIILOR**

- 8.1.Litigiile, neclaritățile și întrebările apărute între părți se soluționează pe calea tratativelor între acestea.
- 8.2.În cazul în care părțile nu au ajuns la un numitor comun în scopul soluționării divergențelor apărute părțile sunt în drept să soluționeze litigiul prin intermediul instanței de judecată.
- 8.3.În cazul litigiilor apărute referitor la calitatea, cantitatea materialelor, procedura de verificare, corectitudinea testării, utilajul de construcție folosit, partea interesată, este în drept să numească expertiză. Costul expertizei este acoperit de partea interesată, cu excepția cazului când aceasta va demonstra încălcarea cauzelor contractuale de către partea opusă. În situația dată, costul expertizei va fi achitat de partea vinovată.

## **9. REZILIEREA CONTRACTULUI**

- 9.1.Părțile pot rezilia contractul de comun acord, după notificarea în scris a părții opuse cu cel puțin 10 (zece) zile înainte, în cazul posedării probelor, că una din părți nu are capacitatea de a-și onora obligațiunile asumate.
- 9.2.În cazul rezilierii contractului după începerea lucrărilor și pînă la finisarea acestora, Subantreprenorul convoacă comisia de primire, care împreună cu Antreprenorul General, întocmește un raport al lucrărilor efectuate de facto, stabilește costul lucrărilor care trebuie achitate ținîndu-se cont de avansul plătit și materialele care vor fi returnate (sau valoarea totală a acestora). În cazul dat toate achitățile reciproce



trebuie efectuate în termen de 15 zile bancare din momentul semnării actului de verificare.

## 10. SITUAȚII DE FORȚĂ MAJORĂ

**10.1.** Părțile sunt eliberate de răspunderea pentru neexecutarea parțială sau totală a obligațiilor contractuale în cazul unei forțe majore care a apărut din momentul intrării în vigoare a prezentului contract.

**10.2.** Prin „forță majoră” se înțeleg evenimentele imprevizibile care sunt provocate de fenomene ale naturii: cutremure de pământ, alunecări de terenuri, incendii, secetă, vânturi puternice, ploi torențiale, inundații, geruri, îzăpeziri s.a. sau circumstanțe sociale: revoluții, stări beligerante, blocaje, greve, interdicția la nivel statal a importului sau exportului, epidemii ș.a.m.d.. Lista acestor fenomene și circumstanțe nu poate fi exhaustivă.

Stabilirea evenimentelor de forță majoră este determinantă de trei criterii:

- a) Evenimentele sunt excepționale
- b) Evenimentele sunt imprevizibile, ele nicidecum nu puteau fi cunoscute la semnarea contractului
- c) Evenimentele sînt obiectiv de nepreîntîmpinat și invicibile

**10.3.** Existența forței majore o confirmă Certificatul emis de către Camera de Comerț și Industrie a Republicii Moldova. Certificatul trebuie să conțină informația necesară care ar permite părților să determine caracterul fenomenelor parțiale ori depline a obligațiilor contractuale.

**10.4.** Părțile sunt obligate să se informeze reciproc despre faptul apariției circumstanțelor neprevăzute.

## 11. DISPOZIȚII FINALE

**11.1.** Contractul poate fi modificat printr-un acord adițional.

**11.2.** La finisarea lucrărilor Subantreprenorul transmite Antreprenorului General documentația de executare a lucrărilor efectuate.

**11.3.** Actele enumerate în capitolul 3 a prezentului contract nu pot fi modificate, multiplicare sau folosite cu altă destinație decît cu destinația indicată în contract.

**11.4.** Informația oferită de Antreprenorul General are un caracter confidențial.

**11.5.** Prezentul contract este întocmit în 2 exemplare dintre care 1 exemplar pentru fiecare parte.

## 12. ADRESELE JURIDICE ȘI RECHIZITELE DE PLATĂ

**„COMOD CONSTRUCT” S.R.L.**  
mun. Chișinău, str. Sprîncenoaia 5C, bir.5  
tel 068 477 566  
BC „Victoriabank” S.A., suc. \_\_\_\_  
c/b: VICMD2X  
TVA: 0209752  
IBAN: MD50VI022240800000212MDL  
c/f: 1017600015458  
email: [comod.construct@mail.ru](mailto:comod.construct@mail.ru)

Director



Adrian Ceban

**„VALDCONGRUP” S.R.L.**  
mun. Chișinău, str. Uzinelor 171/2  
tel 022 42-83-93  
fax 022 42-80-62  
BC „Energbank” S.A. suc. Botanica  
c/b: ENEGMD22858  
TVA: 0404313  
IBAN: MD47EN000000222404607858  
c/f: 1009600000374  
email: [valdcongrup@gmail.com](mailto:valdcongrup@gmail.com)

Director



Denis Țurcan



**PROCES-VERBAL**  
**DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**  
Nr. 21 din 05.10.2021

Privind lucrarea: *Sporirea eficienței energetice a Liceului Teoretic Holercani, r-nul Dubăsari*, executată la obiectul: *Liceul Teoretic din s. Holercani, r-nul Dubăsari* în cadrul Contractului de subantrepriză nr. 2 din 05.10.2020, încheiat între *Antreprenorul general "Valdcongrup" S.R.L. și Subantreprenorul "Comod Construct" SRL*, pentru lucrările de sporire a eficienței energetice a clădirii Liceului Teoretic Holercani din s. Holercani, rl Dubăsari.

1. Lucrările au fost executate în baza autorizației de construire nr. 5 din 05.10.2020, eliberată de către dl T. Tanasiev - primarul s. Holercani, r-nul Dubăsari.

2. Comisia de recepție și-a desfășurat activitatea la 05.10.2021, ora 9:00, fiind formată din:

*Președintele comisiei:*

Denis Țurcan – director, "Valdcongrup" SRL:

*Membrii comisiei:*

Anatolii Țurcan – diriginte de șantier, "Valdcongrup" SRL,

Tudor Dombrovan - responsabil tehnic,

Adrian Ceban – administrator, "Comod Construct" SRL,

Ion Ceban – diriginte de șantier, "Comod Construct" SRL.

3. Constatările comisiei de recepție cu privire la terminarea lucrărilor: *Sporirea eficienței energetice la Liceul Teoretic Holercani, r-nul Dubăsari*, sunt cuprinse în anexele nr. 1, 2, 3 la acest proces verbal.

Anexa1: piesele din documentația scrisă și desenată, prezentată, care au lipsit și/sau sînt incomplete;

Anexa 2: lucrările din caietul de sarcini care nu au fost executate (în caz că sunt așa lucrări);

Anexa 3: lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

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

Organizarea procedurii de recepție a obiectului la terminarea lucrărilor privind *Sporirea eficienței energetice la Liceul Teoretic Holercani, r-nul Dubăsari*.

5. Comisia de recepție motivează propunerea făcută prin:

Finalizarea lucrărilor de construcție - montaj prevazute în contract.

6. Comisia de recepție recomandă următoarele:

Exploatarea obiectivului conform destinației.



7. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 fie, a fost încheiat astăzi 05.10.2021 la orele 09.00 în 6 exemplare.

*Comisia de recepție:*

Președintele comisiei:

Denis Țurcan

Membrii comisiei:

Anatolii Țurcan

Tudor Dombrovian

Adrian Ceban

Ion Ceban

8. Lucrări de sporire a eficienței energetice a clădirii Liceului Teoretic Holercani din s. Holercani, rl Dubăsari.

TRANSMISĂ:  
EXECUTANTUL:  
"Comod Construct", SRL  
05.10.2021



PRIMITĂ:  
BENEFICIAR  
"Valdcongrup" SRL  
05.10.2021

L.Ș.

(semnătura)





ANEXĂ nr. 1  
la procesul-verbal de recepție la terminarea  
lucrărilor Nr. 21 din 05.10.2021

Lista pieselor din documentația scrisă și desenată a obiectului  
care sunt lipsă sau incomplete.

Denis Țurcan

director, "Valdcongrup" SRL

Tudor Dombrovan

responsabil tehnic.





ANEXĂ nr.2  
la procesul-verbal de recepție la terminarea  
lucrărilor Nr. 21 din 05.10.2021

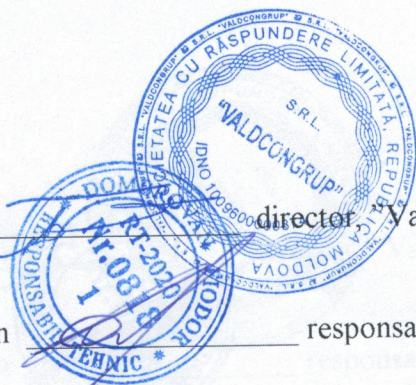
Lista lucrărilor cuprinse în Documentația Tehnică ce n-au fost executate.

Denis Țurcan

director „Valdcongrup” SRL

Tudor Dombrovan

responsabil tehnic.





Lista lucrărilor cuprinse în Documentația Tehnică la care nu s-a respectat prevederile proiectului.

Denis Țurcan

director "Valdcongrup" SRL

Tudor Dombrovan

responsabil tehnic.







*Empowered lives.  
Resilient nations.*

## CONTRACT FOR WORKS

Date: 28.05.2021

Dear Sir/Madam,

Ref.: **RFQ 21-02225 - Construction works for the rehabilitation of the National Employment Agency's Office in the town Soroca**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **Comod Construct SRL**, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform **Reconstruction works of the National Employment Agency's Office in the town Soroca** (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 04 March 2021, including the Technical Design Documentation for each site not attached hereto but known to and in the possession of both parties;



- d. Annex III - the Contractor's Tender including the Price Schedules and Bills of Quantities submitted by the Contractor as part of its Bid dated 24 March 2021, 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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### **Comod Construct SRL**

Of.5, #5C, Spincenoaia street, Chisinau, Republic of Moldova

## **2. Obligations of the Contractor**

- 2.1 The Contractor shall commence work within **7 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 the Works in not more than **150 calendar days** and substantially complete the Works not later than **November 10, 2021**, 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 **April 15, 2022**.
- 2.3 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **June 04, 2021**.
- 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\$ 99,263.95 (ninety-nine thousand two hundred and sixty-three US dollars, 95 cents)**.
- 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 20 to 30 days; and a final invoice within 20 days from the issuance of the Certificate of Substantial Completion by the Engineer. Payments will be made in MDL at UNORE on the day of payment.
- 3.5 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the UNDP Engineer, approving the amount contained in the invoice. The UNDP Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The UNDP 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 UNDP Engineer shall process the invoices submitted by the Contractor within 5 days of their receipt.
- 3.6 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.
- 3.7 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Substantial Completion signed by the UNDP Engineer.
- 3.8 All funds paid to the Contractor for works performed under this contract are carried out under the technical assistance Project "Migration and Local Development" implemented by UNDP.
- 3.9 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 **0.15%** of the price of the Contract per week of delay, up to a maximum of 8 weeks, after which UNDP may terminate the contract.

**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 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:

**Bank Name: VICTORIABANK SA Branch Nr.8**

**Bank Code: VICBMD2X802**

**IBAN code: MD50VI022240800000212MDL**

**Contractor Fiscal Code: 1017600015458**

**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:**

Ana Moraru, Policy Component Manager, MiDL project

#131, 31 August 1989 Street, MD 2012 Chisinau, Republic of Moldova

Tel: (+373 22) 820 843

e-mail: [a.moraru@undp.org](mailto:a.moraru@undp.org)



**For the Contractor:**

Ceban Adrian, Administrator  
Of.5, #5C, Spincenoaia street, Chisinau, Republic of Moldova  
Tel: (+373 22) 92 57 23  
GSM: (+373) 684 77 566  
e-mail: [comod.construct@mail.ru](mailto:comod.construct@mail.ru); [ceban.adrian@mail.ru](mailto:ceban.adrian@mail.ru)

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

**Alexandru URSUL**

#16 Maria Cebotari Street, Chisinau, Republic of Moldova  
Tel.: (+373) 69 226 595

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,

*Andrea Cuzyova*

**Andrea Cuzyova**

UNDP Deputy Resident  
Representative, UNDP Moldova  
Date: 28-May-2021

**For "Comod Construct" SRL**

Agreed and Accepted:

Signature CA  
Name Ceban Adrian  
Title Administrator  
Date 01-Jun-2021





## **ANNEX I**

### **General Conditions of Contract for Civil Works**

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## **1. DEFINITIONS**

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.
- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

## **2. SINGULAR AND PLURAL**

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

## **3. HEADINGS OR NOTES**



The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

#### **4. LEGAL RELATIONSHIPS**

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.

#### **5. GENERAL DUTIES/POWERS OF ENGINEER**

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing

services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.

- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.
- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise



#### **6.4. Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.

#### **6.5. Officials Not to Benefit**

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

#### **6.6. Use of Name, Emblem or Official Seal of UNDP or the United Nations**

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer or use the name, emblem or official seal of the Employer or the United Nations or any abbreviation of the name of the Employer or the United Nations for advertising purposes or any other purposes.

#### **6.7. Confidential Nature of Documents**

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

### **7. ASSIGNMENT AND SUBCONTRACTING**

#### **7.1. Assignment of Contract**

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

## **7.2. Subcontracting**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

## **7.3. Assignment of Subcontractor's Obligations**

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

# **8. DRAWINGS**

## **8.1. Custody of drawings**

The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

## **8.2. One copy of Drawings to be kept on Site**

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized in writing by the Engineer.

## **8.3. Disruption of Progress**

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.



## **9. WORK BOOK**

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

## **10. PERFORMANCE SECURITY**

- a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.
- b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.
- c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

## **11. INSPECTION OF SITE**

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

## **12. SUFFICIENCY OF TENDER**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

## **13. PROGRAMME OF WORK TO BE FURNISHED**

Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

## **14. WEEKLY SITE MEETING**

A weekly site meeting shall be held between the UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in



order to verify that the Works are progressing normally and are executed in accordance with the Contract.

## **15. CHANGE ORDERS**

- a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.
- b) Processing of change orders shall be governed by clause 48 of these General Conditions.

## **16. CONTRACTOR'S SUPERINTENDENCE**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall be requested by the Employer under Clause 17(3) hereinafter, the Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

## **17. CONTRACTOR'S EMPLOYEES**

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
  - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
  - ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.

- b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.
- c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

## **18. SETTING-OUT**

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

## **19. WATCHING AND LIGHTING**

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefor or for the safety and convenience of the public or others.

## **20. CARE OF WORKS**

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any



damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.

- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

## **21. INSURANCE OF WORKS, ETC.**

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible, in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:

- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever

required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

## **22. DAMAGE TO PERSONS AND PROPERTY**

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

## **23. LIABILITY INSURANCE**

### **23.1. Obligation to take out Liability Insurance**

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

### **23.2. Minimum Amount of Liability Insurance**

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Engineer, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

### **23.3. Provision to Indemnify Employer**

The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

## **24. ACCIDENT OR INJURY TO WORKMEN**

- a) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- b) Insurance Against Accident, etc., to Workmen

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him for the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such subcontractor to produce to the Engineer when required such policy of insurance and the receipt for the current premium, and obtain the insertion of a provision to that effect in its contract with the subcontractor.

## **25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE**



If the Contractor shall fail to effect and keep in force any of the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

## **26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.**

- a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.
- b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

## **27. FOSSILS, ETC.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such discovery and carry out at the expense of the Employer the Engineer's orders as to the disposal of the same.

## **28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES**

- a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses

whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

- b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

## **29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES**

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefor.

## **30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS**

- a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.
- b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, preconstructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

### **31. OPPORTUNITIES FOR OTHER CONTRACTORS**

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.

### **32. CONTRACTOR TO KEEP SITE CLEAN**

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

### **33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION**

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

### **34. LABOUR**

#### **34.1 Engagement of Labour**

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

#### **34.2 Supply of Water**

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

#### **34.3 Alcoholic Drinks or Drugs**



The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

#### **34.4 Arms and Ammunition**

The restrictions specified in clause 34.3 above shall include all kinds of arms and ammunition.

#### **34.5 Holiday and Religious Customs**

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

#### **34.6 Epidemics**

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

#### **34.7 Disorderly Conduct, etc.**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighborhood of the Works against the same.

#### **34.8 Observance by Sub-Contractors**

The Contractor shall be considered responsible for the observance of the above provisions by his Sub-Contractors.

#### **34.9 Legislation applicable to Labour**

The Contractor shall abide by all applicable legislation and regulation with regard to labour.

### **35 RETURNS OF LABOUR, PLANT, ETC.**

The Contractor shall, if required by the Engineer, deliver to the Engineer at his office, a return in detail in the form and at such intervals as the Engineer may prescribe showing the

supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer may require.

### **36 MATERIALS, WORKMANSHIP AND TESTING**

#### **36.1 Materials and Workmanship**

- a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.
- b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

#### **36.2 Cost of Samples**

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the Specifications or Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

#### **36.3 Cost of Tests**

The Contractor shall bear the costs of any of the following tests:

- a) Those clearly intended by or provided for in the Contract Documents.
- b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfill.

## **49 PLANT, TEMPORARY WORKS AND MATERIALS**

### **1 Plant, etc., Exclusive Use for the Works**

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

### **2 Removal of Plant, etc.**

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

### **3 Employer not liable for Damage to Plant**

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

### **4 Ownership of paid material and work**

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

### **5 Equipment and supplies furnished by Employer**

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.



## **50 APPROVAL OF MATERIALS ETC., NOT IMPLIED**

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

## **51 MEASUREMENT OF WORKS**

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

## **52 LIABILITY OF THE PARTIES**

- 1** The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.
- 2** The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

### **3 Unfulfilled Obligations**

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

#### **4 Contractor Responsible**

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of five years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

#### **53 AUTHORITIES**

- 1** The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:
  - (a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;
  - (b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;
  - (c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;
  - (d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;
  - (e) If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
  - (f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;
  - (g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
  - (h) If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion

so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

## **2 Evaluation after Re-entry**

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

## **3 Payment After Re-entry**

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

## **54 URGENT REPAIRS**

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be



urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

## **55 INCREASE AND DECREASE OF COSTS**

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

## **56 TAXATION**

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments thereto. It is the Contractor's responsibility to make all the necessary inquiries in this respect and he shall be deemed to have satisfied himself regarding the application of all relevant tax laws.

## **57 BLASTING**

The Contractor shall not use any explosives without the written permission of the Engineer who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these explosives, has to provide well arranged storage facilities. The Engineer's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

## **58 MACHINERY**

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor

shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

## **59 TEMPORARY WORKS AND REINSTATEMENT**

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

## **60 PHOTOGRAPHS AND ADVERTISING**

The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

## **61 PREVENTION OF CORRUPTION**

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other

contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

## **62 DATE FALLING ON HOLIDAY**

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

## **63 NOTICES**

- 1** Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be unreasonably withheld or delayed.
- 2** Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 3** Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 4** Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

## **64 LANGUAGE, WEIGHTS AND MEASURES**

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Engineer with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

## **65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT**

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to the UNDP any records or information, oral or written, which the UNDP may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

## **66 FORCE MAJEURE**

Force majeure as used herein means Acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the UNDP of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension;



- (c) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (d) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (e) For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

## **67 SUSPENSION BY THE UNDP**

The UNDP may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the UNDP' sole discretion:

- (a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
- (b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the UNDP of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

The term of this Contract may be extended by the UNDP for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

## **68 TERMINATION BY THE UNDP**

The UNDP may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the UNDP upon not less than fourteen (14) days written notice to the Contractor.

Upon termination of this Contract:

- (a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and
- (b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

## **69 TERMINATION BY THE CONTRACTOR**

In the case of any alleged breach by the UNDP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the UNDP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNDP of the existence of such breach and the UNDP's inability to remedy it, or upon failure of the UNDP to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

Upon termination of this Contract under this Clause the provisions of sub-paragraph (b) of Clause 68 hereof shall apply.

## **70 RIGHTS AND REMEDIES OF THE UNDP**

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the UNDP.

The UNDP shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

## **71 SETTLEMENT OF DISPUTES**

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

## **1 Notification**

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

## **2 Consultation**

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.

## **3 Conciliation**

Where the representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the UNCITRAL Rules of Conciliation then obtaining.

## **4 Arbitration**

Any claim, controversy or dispute which is not settled as provided under clauses 71.1 through 3 above shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

## **72 PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNDP is an integral part.

## **73 SECURITY**

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

## **74 AUDIT AND INVESTIGATIONS**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

## **75 ANTI-TERRORISM**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via



<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

## **APPENDIX I: FORMATS OF PERFORMANCE SECURITY**

## **PERFORMACE BANK GUARANTEE**

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION  
DIRECTOR AT UNDP]

WHEREAS .....[INSERT NAME AND  
ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in  
pursuance of Contract No....., dated. .... , to  
execute..... [INSERT TITLE OF CONTRACT AND  
BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall  
furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as  
security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to  
you, on behalf of the Contractor, up to a total of .....[INSERT AMOUNT  
OF GUARANTEE IN FIGURES AND IN WORDS], such sum being payable in the types and  
proportions of currencies in which the Contract Price is payable, and we undertake to pay you,  
upon your first written demand and without cavil or argument, any sum or sums within the limits  
of ..... [INSERT AMOUNT OF GUARANTEE] as aforesaid without  
your needing to prove or to show grounds or reasons for your demand for the sum specified  
therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before  
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract  
or of the Works to be performed thereunder or of any of the Contract Documents which may be  
made between you and the Contractor shall in any way release us from any liability under this  
guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until twenty eight calendar days after issuance of the Certificate of  
Final Completion.

**SIGNATURE AND SEAL OF THE GUARANTOR**

.....

NAME OF BANK .....

ADDRESS .....

DATE .....

**PERFORMANCE BOND**

By this Bond ..... [INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and ..... [INSERT NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto ..... [INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of ..... [INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for ..... [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or



(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of. .... 2000

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

NAME &TITLE:

INVESTITOR (MiDL, UNDP Moldova)  
BENEFICIAR (Agenția Națională pentru Ocuparea Forței de Muncă)

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

**PROCES-VERBAL  
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**  
Nr.1 Din 16.11.2021

Privind lucrarea: **“Reabilitarea și modernizarea Oficiului Direcției Ocuparea Forței de Muncă, Soroca”**, executată la obiectul str. Vas. Alecsandri, nr.2/b, or Soroca, în cadrul contractului **RFQ 21- 02225 MiDL** din 28.05.2021, încheiat între: **MiDL/UNDP Moldova și SRL „Comod Construct”**, pentru lucrările de: **Reparații capitale a sediului Direcției Ocuparea Forței de Muncă Soroca, clădirii de pe strada V. Alecsandri, nr. 2/b, mun. Soroca.**

1. Lucrările au fost executate în baza autorizației nr.40/C-21, din 18.06.2021 eliberată de Primăria mun. Soroca cu valabilitatea pînă la 18.06.2021.
2. Grupul de lucru pentru recepția lucrărilor și-a desfășurat activitatea în intervalul - 16.11.2021, fiind formată din:

**Președinte,**

Raisa Dogaru – Directorul Agenției Naționale pentru Ocuparea Forței de Muncă

**Membrii grupului de lucru:**

Valentina Gamangii - șef Direcția planificare bugetară, evidență contabilă și plăți,  
Marina Minăscurtă – șef Direcția ocuparea forței de muncă Soroca,  
Ana Moraru – Cordonatoare componentă politici al Proiectului MiDL/PNUD Moldova,  
Pavel Strună – inginer, Managerul proiectului, SRL „Lecris Com”  
Alexandru Ursul – inginer, Expert Tehnic al Proiectului MiDL/PNUD Moldova,  
Victor Beznos – inginer, Responsabil Tehnic al Proiectului

3. Au mai participat la recepție:

Adrian Ceban – administrator, SRL “Comod Construct”  
Ion Ceban – inginer, diriginte de șantier, SRL “Comod Construct”

4. Constatările grupului de recepție cu privire la terminarea lucrărilor **“Reparații capitale a sediului Direcției Ocuparea Forței de Muncă Soroca”, clădirea de pe str. V. Alecsandri, nr. 2/b, mun. Soroca**, sunt cuprinse în anexele nr.1, 2, 3, la acest proces verbal;

Anexa1: piesele din documentația scrisă și desenată, prezentată, care au lipsit și/sau sînt incomplete;  
Anexa 2: lucrările din caietul de sarcini care nu au fost executate (în caz că sunt așa lucrări);  
Anexa 3: lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

5. Grupul de recepție, în urma constatărilor făcute, propune:

**Organizarea recepției obiectului la terminarea lucrărilor de construcție și montaj**

6. Grupul de recepție motivează propunerea făcută prin:

**Faptul că lucrările de construcție și montaj conform caietului de sarcini și contractului au fost finalizate**

7. Grupul de lucru recomandă următoarele:

**Recepția obiectului la terminarea lucrărilor de construcție și montaj.**

7<sup>1</sup>. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral 7801112.149,04, situat în limitele terenului cu nr. cad. 7801112.149, adresa poștală: *str. V. Alecsandri, nr.2b, or. Sorooca*, destinația - *serviciu social*, compus din următoarele construcții - clădirea, suprafața totală – \_\_\_\_\_ m<sup>2</sup>, numărul de etaje – *I*, conform certificatului despre rezultatele inspectării bunului imobil, anexat la prezentul proces-verbal.

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 16.11.2021, la ora 11-00, în 5 exemplare.

Grupul de recepție:

**Președinte:** \_\_\_\_\_

Raisa Dogaru

**Membrii grupului:**

Valentina Gramangii

Marina Mînăscurtă

Ana Moraru

Alexandru Ursul

Victor Beznos

Pavel Strună

**Au mai participat la recepție:**

Adrian Cioban

Ion Ceban

9. Lucrarea: **Reparația capitală a sediului Direcției Ocuparea Forței de Muncă Sorooca, clădirea de pe str. V. Alecsandri, nr. 2b, mun. Sorooca** este:

TRANSMISĂ:

EXECUTANTUL:

SRL „Comod Construct,,

" 16 " 2021

L.S.

(semnătura)

PRIMITĂ:

BENEFECIAR

Agencia Națională pentru Ocuparea Forței de Muncă



2021

(semnătura)

Lista pieselor din documentația scrisă și desenată a obiectului  
care sunt lipsă sau incomplete.

*Au fost prezentate toate compartimentele Documentației de Proiect de Execuție*

Marina Mînăscurtă  
Șef Direcție OFM Soroca

Adrian Ceban,  
Administrator SRL Comod Construct

Alexandru Ursul,  
Inginer, Consilier Tehnic UNDP/MiDL





Lista lucrărilor cuprinse în documentația tehnică  
ce n-au fost executate.

*Toate lucrările cuprinse în documentația de proiect de execuție au fost executate în întregime*

Marina Mînăscuță  
Șef Direcție OFM Soroca

Adrian Ceban,  
Administrator SRL Comod Construct

Alexandru Ursul,  
Inginer, Consilier Tehnic UNDP/MiDL



Lista lucrărilor cuprinse în documentația tehnică  
la care nu s-a respectat prevederile proiectului

*Toate lucrările au fost executate în conformitate cu prevederile proiectului de execuție cât și  
recomandările beneficiarului agreeate cu proiectantul, autorul de proiect*

Marina Mînăscuță  
Șef Direcție OFM mun. Soroca

Adrian Ceban,  
Administrator SRL Comod Construct

Alexandru Ursul,  
Inginer, Consilier Tehnic UNDP/MiDL

