# **OFERTANT**

SRL "Moncomtex"

# EXPERIENȚĂ SIMILARĂ F3.9

- 1. Denumirea și obiectul contractului: Site1:"Rehabilitation of regional sports hall in the village of Musaitu" Musaitu village, Taraclia district, Site2: "Partial rehabilitation of the building of the kingergarden" Albota de Sus village, Taraclia district.
  - 2. Numărul și data contractului Nr.ITB17/1595 din 21/11/2017
  - 3. Denumirea/numele beneficiarului UNDP Moldova
  - 4. Adresa beneficiarului 31 August 1989 Street
  - 5. Tara Republica Moldova
  - 6. Calitatea în care a participat la îndeplinirea contractului anteprenor general

(se notează opțiunea corespunzătoare)

antreprenorul sau antreprenorul general (lider de asociație) antreprenor asociat subantreprenor

7. Valoarea contractului	exprimată în moneda în care s-a încheiat contractul	exprimată în echivalent dolari SUA
a) inițială (la data semnării contractului )	2 435 989.00	143 293.51
b) finală (la data finalizăriicontractului)	2 435 989.00	143 293.51

- 8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: Nu
  - 9. Perioada de execuție a lucrării (luni)
- a) contractată 3 (trei) luni
  - b) efectiv realizată 3 (trei) luni
  - c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul Nu
- 10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor din 01 din 24/05/2018, 02 din 19/10/2018.
  - 11. Principalele remedieri și completări înscrise în procesul-verbal de recepție Nu
- 12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacități și categorii de lucrări prevăzute în contracte.

Ofertant	
(semnătura)	
L.Ş.	

<sup>\*)</sup> Se completează fișe distincte pentru fiecare contract, care este necesar să fie confirmat prin prezentarea contractului de antrepriză sau subantrepriză, precum și prin procesul-verbal de recepție, la terminarea lucrărilor



## **CONTRACT FOR WORKS**

Date: November 21, 2017

Dear Sir/Madam,

Ref.: ITB17/1595: SARD/Construction works for 7 social infrastructure projects (LOT #1)

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "MONCOMTEX" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: Site 1: "Rehabilitation of regional sports hall in the village of Musaitu ", Musaitu village, Taraclia district; Site 2: "Partial rehabilitation of the building of the kindergarten", Albota de Sus village, Taraclia district (hereinafter referred to as the "Works"), in accordance with the following Contract:

### **1.Contract Documents**

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a. this Contract;
  - b. Annex I The General Conditions of Contract for Civil Works;
  - c. Annex II Schedule of Requirements and Technical Specifications dated September 13, 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
  - d. Annex III the Contractor's Offer including the Price Schedule and Bills of Quantities submitted by the Contractor as part of its Bid dated October 16, 2017, not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

#### "MONCOMTEX" LLC

Pobedy street 26, Comrat city, Republic of Moldova,

## 2. Obligations of the Contractor

2.1 The Contractor shall commence the Works within **5** (**five**) **days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and



Substantially complete the Works in not more than **180 calendar days**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

- 2.3 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by 27/11/2017.
- 2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

# 3. Price and payment

- The total estimated price of the Contract is contained in the Bill of Quantities and amounts to US\$ 143,293.51(one hundred forty-three thousand two hundred ninety-three dollars, 51 cents). (Total Site #1 (Musaitu) 53 477,54 USD; Total Site #2 (Albota de Sus) 89 815,97 USD.)
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.4 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- Invoices for the work performed and materials utilized shall be submitted every 15 days; and a final invoice within 15 days from the issuance of the Certificate of Final Completion by the Engineer. Payments will be made in MDL at UNORE on the day of payment.
- 3.6 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 10 days of their receipt, when no objections for the performed works exist.
- 3.7 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- Payment of the final invoice in the amount of **not less than 5% (five) and not more than 10% (ten)** of the total estimated price of the contract shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.
- 3.9 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Project "Support in Agricultural and Rural Development in ATU Gagauzia and Taraclia" implemented by UNDP.

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

## **Alexandru URSUL**

Le Roi Business Center, #29 Sfatul Tarii Street, off. 403, Chisinau, Moldova e-mail: Alexandrul Ursul <alexandru.ursul65@gmail.com>

UNDP may appoint another person as Engineer as will be notified in writing to the Contractor. If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Stefan Liller

Deputy Resident Representative

**UNDP** Moldova

For "Moncomtex" LLC

Agreed and Accepted:

Signature

Name

Mavrodiøk

Title

Director

Date

22.11.2017

Anexa nr. 1 la Regulamentul de recepție a construcțiilor și instalațiilor aferente

# PROCES-VERBAL DE RECEPȚIE LA TERMINAREA LUCRĂRILOR

Nr () / din 24.05. 2018

Privind lucrarea: Reparatia capitală a cladirii salii sportive din s. Musaitu rn. Taraclia executată la obiectul: Sala sportiva a gimnaziului din s. Musaitu rn. Taraclia, în cadrul contractului nr. ITB17 /1595 din 21.11.2017 încheiat între UNDP Moldova si Antreprenor SRL "Moncomtex", pentru lucrările de; Reparatia capitală a cladirii salii sportivea gimnaziului din s. Musaitu rn. Taraclia

1. Lucrările au fost executate în baza autorizației nr.09, din 04.12.2017 eliberată de Primaria s.Musaitu cu valabilitate pînă la 04.12.2018;

2. Comisia de recepție și-a desfășurat activitatea în intervalul 24.05. 2018, fiind formată din:

Președintele comisiei:

Primar s. Musaitu – Raisa Tasnicenco

Membrii comisiei:

Consilier

- Ion Sevcenco

Consilier

- Anatolii Calcev

Responsabil tehnic - Andrei Tanov

Inginer consultant - Ion Ceban

UE - SARD

3. Au mai participat la recepție :

Administrator SRL Moncomtex
Diriginte de santier SRL Moncomtex

- Mavrodi Oleg

- Topal Veaceslav

4. Constatările comisiei de recepție cu privire la terminarea lucrărilor: Reparatia capitală a cladirii salii sportive din s. Musaitu rn. Taraclia sunt cuprinse în anexele nr.1, 2, 3, la acest process 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. Comisia de recepție, în urma constatărilor făcute, propune:

Organizarea procedurii de receptie a obiectului la terminarea lucraeilor

6. Comisia de recepție motivează propunerea făcută prin:

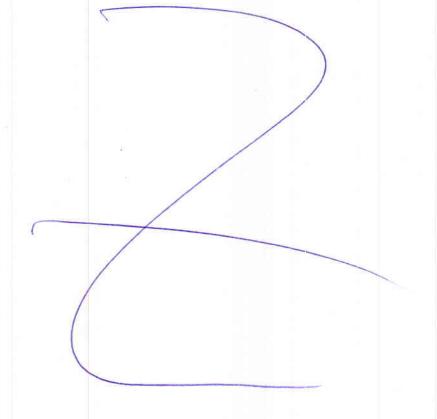
Finalizarea lucrarilor de constructie - montaj prevazute in contract

7. Comisia de recepție recomandă următoarele:

Expluatarea obiectivului conform destinatiei

	7 <sup>1</sup> . Descrierea obiectului recomandat spre recepție:			
	Obiectul cu numărul cadastral, adresa poștală; s. Musaitu rn.			
	Taraclia, destinația, compus din următoarele construcții			
	, suprafața la sol, suprafața totală,, numărul			
	de etaje 1, conform certificatului despre rezultatele inspectării bunului imobil, anexat la prezentul			
	proces-verbal.			
	8. Prezentul proces-verbal, conținînd 2 file și 3 anexe numerotate, cu un total de 5 file, a fost			
	încheiat astăzi 24.05. 2018 la ora 10:00 în 6 exemplare.			
	Comisia de recepție:			
	TAPAKNUR CEO S			
	Președintele comisie:			
	Raisa Tasnicenco			
Membrii comissei				
	Ion Sevcenco			
	Ion Seveenco			
	AFT TENOTO			
	Anatolii Calcev			
	1 2 2 1 E			
	Andrei Tanov			
	Andrei Tunov			
	A SHOOTER BALL NO.			
	Ion Ceban			
	/ Monor Francisco			
	Reprezentant antreprenor			
	Mavrodi Oleg			
	NORTH CLEAN COLUMN TO SALE			
	Topal Veaceslav			
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	9. Concluzia Inspecției de Stat în Construcții:			
	Lucrarea Correcte Terrette la fermette de le rectulor			
	spre teleppe la ferneme la lucional			
	TUNEGHER			
	" <u>" &amp; PRIC</u> 2018			
	400 CT 000 D			
	L.S. POSY TOPAL P			
	(funcția, numele, prenumele)			
	OTRECTIA SUPPLE			
	10. Lucrarea: Reparatia capitală a cladirii salii sportive din s. Musaitu rn. Taraclia:			
	TRANSMISĂ: PRIMITĂ:			
	EXECUTATION			
	SRL Moncomtex, Primaria Musaitu			
	" 7 2018			
	L.Ş. (Semmatura)			
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Lista pieselor din documentația scrisa si desenata a obiectului care sunt lipsa sau incomplete.



Raisa Tasmeenco

Primarul s. Musaitu

Mavrodi Oleg

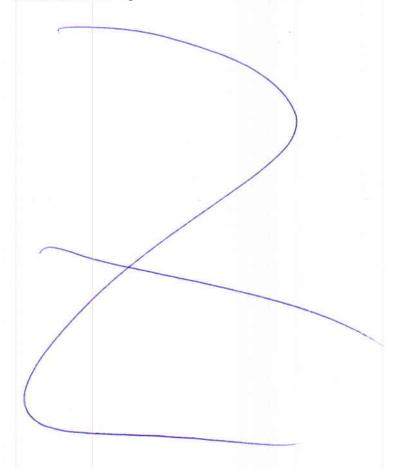
Administrator SRL Moncontex

Ion Ceban

Inginer Consultant UE SARD

ANEXĂ nr.2 La procesul-verbal de receptive la terminarea Lucrarilor nr. din 24.05. 2018

Lista lucrărilor cuprinse in Documentația Tehnica ce n-au fost executate.



Raisa Tasnicenco

Primarul s. Musaitu

Mavrodi Oleg

Administrator SRL Moncontex

Ion Ceban

Inginer Consultant UE SARD