

10124768

**UNITED NATIONS DEVELOPMENT
PROGRAMME**



Contract Ref: 10124768
Between United Nations Development Programme
and
(R) Capital SRL

10124768

Model Contract

Introduction

Dear Sir/Madam,

Ref.: 01000373 / Promotion of Human Security of Ukrainian refugees, third-country nationals (TCNs), and the host communities in Moldova Project

Ref: ITB23/02707: Construction of 10 safe spaces for play, recreation and sports in Ungheni (LOT 1) and a multi-functional sports field in Cahul (LOT 2)

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **FCI CAPITAL SRL**, duly incorporated under the Laws of Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform **construction works of a multi-functional sports field in the yard of the theoretical high school "Dimitrie Cantemir" in the municipality of Cahul (LOT 2)** (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 1 – the General Conditions of Contract for Civil Works

c) Annex II – the Contractor's Price Schedule and Priced Bill for Quantities, dated 17/08/2023, attached hereto and the Contractor's technical bid, 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.

FCI CAPITAL SRL

#33/1, Dumitru Riscanu Street, Chisinau, MD-2068

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2.

Obligations of the Contractor

2.1 The Contractor shall commence work within **15 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 and substantially complete the Works by **21 January 2024**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **28 October 2023**.

2.3 This Contract will come into effect on the day of signature by both parties and shall expire on **21 January 2025**.

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 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of **135,453.85 USD (one hundred thirty-five thousand four hundred and fifty-three US Dollars and 85 cents)**.

3.2 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.

3.3 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.

3.4 The Contractor shall submit an invoice for advance payment in an amount of **USD 27,090.00 (twenty-seven thousand ninety US Dollars)** upon signature of this Contract by both parties, invoice for the work performed and materials utilized every 20-40 days and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.

3.5 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 15 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 Final Completion by the Engineer.

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4.

Special Conditions

4.1 The amounts of the payments referred to under section 3.4 above shall be subject to a deduction of **20% (twenty percent)** of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the Performance guarantee referred to in 4.2 below.

4.2 The Performance GUARANTEE referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **10% of the total contract value (USD 13,545.38 (thirteen thousand five hundred forty-five US Dollars thirty-eight cents))** within a maximum of fifteen (15) days of the contract signature by both parties. Performance Security shall be valid until a date - 30 days from the date of issue by UNDP of a Certificate of Final Completion. It will be returned to the contractor within 30 days of final completion of the contract and after receipt of the Maintenance Guarantee, including any warranty obligation. The receipt of the Performance GUARANTEE by UNDP shall be a condition for rendering the contract effective.

4.3 The Maintenance Guarantee shall be provided in the amount of **2% of the total contract value (USD 2,709.00 USD (two thousand seven hundred and nine US Dollars))** of total contract value in form of a letter of bank guarantee to be valid until the end of the Warranty Period. Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Guarantee in exchange of a Maintenance Guarantee. If, within the warranty period after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair. If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee.

4.4 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.

4.5 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **2.5% of the price of the Contract per week of delay**, up to a maximum of 10% of the final price of the Contract. Once the total amount of liquidated damages is equal to 10% of the total Contract amount, 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:

NAME OF THE BANK: BC "ProCredit Bank" S.A.

IBAN: MD31PR002251390055900601

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Contractor Fiscal Code: 1003605002810

All payments shall be made by UNDP in **Moldovan Leu (MDL) at the UN Operational Rate of Exchange** (www.un.org/Depts/treasury/) on the day of payment.

7.

Modifications

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:

Alexandru PELIVAN, EU4MD Programme Manager, UNDP Moldova

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

e-mail: alexandru.pelivan@undp.org

For the Contractor:

Alexandru DONEA, Construction Manager

#33/1, Dumitru Riscanu Sreet, Chisinau MD-2068, Moldova

GSM: (+373) 68 594 159

e-mail: capita107@mail.ru

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

Vitalie VIERU, EU4MD Project Officer/ Infrastructure

#104 Sciusev Street, Chisinau, Moldova

GSM: + 373 799 98802

e-mail: vitalie.vieru@undp.org

Signature

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.

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Yours sincerely,

DocuSigned by:
Andrea Cuzyova 19-Oct-2023
30A862C5300B4B4...
Andrea Cuzyova

Deputy Resident Representative

UNDP Moldova

For FCI CAPITAL SRL

Agreed and Accepted:

Signature:

Name:

Title:

Date:

DocuSigned by:
Igor Galciuc
CAD9D63E27CF4AE...

Igor Galciuc

Administrator
20-окт-2023



General Conditions of Contract for Civil Works

1. Definitions
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Appendix I: Formats of Performance Security
Performance Bank Guarantee
Performance Bond

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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.

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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

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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 to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.
- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

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6.1. Obligation to Perform in Accordance with Contract

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

6.2 Responsibility for Site Operations

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

6.3. Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

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.

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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

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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

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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

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- 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

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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

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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.

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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

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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.

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- 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.

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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

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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

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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.

37 ACCESS TO SITE

The Employer and the Engineer and any persons authorized by either of them shall, at all times, have access to the Works and to the Site and to all workshops and places where work is being prepared or whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

38 EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

The Engineer shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the

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opinion of the Engineer in accordance with the Contract.

39.2 Default of Contractor in carrying out Engineer's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

40 SUSPENSION OF WORK

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer. The Employer should be notified and his written approval should be sought for any suspension of work in excess of three (3) days.

41 POSSESSION OF SITE

41.1 Access to Site

The Employer shall with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Engineer by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Programme or proposals, as the case may be.

41.2 Wayleaves, etc.

The Contractor shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

41.3 Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor

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shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

42 TIME FOR COMPLETION

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.
- b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

43 EXTENSION OF TIME FOR COMPLETION

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

44 RATE OF PROGRESS

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Engineer at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

45 LIQUIDATED DAMAGES FOR DELAY

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then

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the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

- b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

46.1 Substantial Completion of the Works

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

46.2 Substantial Completion of Sections or Parts of the Works

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the

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Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a) a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- b) such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

47 DEFECTS LIABILITY

47.1 Defects Liability Period

The expression "Defects Liability Period" shall mean the period of twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

47.2 Completion of Outstanding Work and Remedying of Defects

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

47.3 Cost of Execution of Work of Repair, etc.

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

47.4 Remedy on Contractor's Failure to Carry Out Work Required

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may

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become due to the Contractor.

47.5 Certificate of Final Completion

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within twenty eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

48 ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work under the Contract;
- (b) omit any such work;
- (c) change the character or quality or kind of any such work;
- (d) change the levels, lines, positions and dimensions of any part of the Works;
- (e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

2 Variations Increasing Cost of Contract or altering the Works.

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.

3 Orders for Variations to be in Writing

No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

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4 Valuation of Variations

The Engineer shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Engineer shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

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.

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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 ten 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.

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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

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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.

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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

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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
- 2 unreasonably withheld or delayed.
- 3 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
- 4 delivering the same at the said address against an authorized signature certifying the receipt.

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- 5 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.
- 6 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

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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
- (c) suspension;
- (d) 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;
- (e) 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
- (f) 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

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(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' 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.

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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.

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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 <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

APPENDIX I: FORMATS OF PERFORMANCE SECURITY



CONTRACT FOR WORKS

Date: 29 August 2022

Dear Sir / Madame,

Ref.: **00106290/ EU4Moldova: Focal Regions**
ItB22/02472: EU4MD/Construction of a drinking water reservoir with the capacity of 1000 m3 at the water treatment station in Ungheni city

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **FCI CAPITAL SRL**, duly incorporated under the Laws of Moldova, Republic of (hereinafter referred to as the "Contractor") in order to perform **works for construction of a drinking water reservoir with the capacity of 1000 m3 at the water treatment station in Ungheni city** (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 – the Contractor's **Price Schedule and Priced Bill of Quantities**, dated 05/07/2022, attached hereto and the Contractor's technical bid, not attached hereto but known to and in the possession of both parties
 - d) the Technical Specifications and Drawings [as listed below], not attached hereto but known to and in the possession of both parties:
 - i. PROIECT DE EXECUTIE 202105/31 – Construcția rezervorului. Rezistența (marca CBA): lucrări de terasamente, turnarea betonului monolit conform tehnologiei de execuție a obiectelor hidrotehnice, Designer: BONCOM PROIECT SRL;
 - ii. PROIECT DE EXECUTIE 202105/31 – Construcția rezervorului. Lucrări tehnologice: montarea țevilor și componentelor care vor permite funcționarea rezervorului, realizarea de probe de funcționare, Designer: BONCOM PROIECT SRL;

- iii. PROIECT DE EXECUTIE 07/21 – Rețele exterioare de alimentare cu apă (A1.1, A1): realizarea conexiunii directe cu stația de tratare și a conexiunii cu unul din rezervoarele existente (montare țevi, elemente de îmbinare, realizare cămine și instalare robinete); Rețele de alimentare cu apă (A1.3): realizarea rețelei de golire și supraplin (montare țevi, elemente de îmbinare, realizare cămine și instalare robinete), Designer: CONSIT PRO SRL;
- iv. PROIECT DE EXECUTIE 07/21 – Amenajarea teritoriului: construcție rigolă de scurgere a apei pluviale, realizare treceri către rezervoare din pietriș, amenajare taluzuri, Designer: CONSIT PRO SRL.

- 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.

FCI CAPITAL SRL

#33/1, Dumitru Rîșcanu Sreet, Chisinau MD-2068

Republic of Moldova

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within **15 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 and substantially complete the Works by **16 January 2023**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **5 September 2022**.
- 2.3 This Contract will come into effect on the day of signature by both parties and shall expire on **16 January 2024**.
- 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\$ 296,986.46 [two hundred ninety-six thousand nine hundred eighty-six US Dollars 46 Cents]**.
- 3.2 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.

- 3.3 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.
- 3.4 The Contractor shall submit an invoice for advance payment in an amount of **US\$ 29,000 [twenty-nine thousand US Dollars]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every 20-40 days and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.
- 3.5 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 15 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 Final Completion by the Engineer.
- 3.8 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "EU4Moldova: Focal regions" and implemented by UNDP and UNICEF.
4. **Special conditions**
- 4.1 The amounts of the payments referred to under section 3.4 above shall be subject to a deduction of **10% [ten percent]** of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the Performance guarantee referred to in 4.2 below.
- 4.2 The **Performance GUARANTEE** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **US\$ 29,698.65 [10% of the total contract**

value] within a maximum of fifteen (15) days of the contract signature by both parties. Performance Security shall be valid until a date - 30 days from the date of issue by UNDP of a Certificate of Final Completion. It will be returned to the contractor within 30 days of final completion of the contract and after receipt of the Maintenance Guarantee, including any warranty obligation. The receipt of the Performance GUARANTEE by UNDP shall be a condition for rendering the contract effective.

- 4.3 **The Maintenance Guarantee shall be provided in the amount of 2% (US\$ 5,939.72 USD [five thousand nine hundred thirty-nine US Dollars 72 Cents])** of total contract value in form of a letter of bank guarantee to be valid until the end of the Warranty Period. Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Guarantee in exchange of a Maintenance Guarantee. If, within the warranty period after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair. If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the **Maintenance Guarantee.**
- 4.4 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.
- 4.5 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **2.5%** of the price of the Contract per week of delay, up to a maximum of **10%** of the final price of the Contract. Once the total amount of liquidated damages is equal to 10% of the total contract amount, 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:

NAME OF THE BANK: BC "ProCredit Bank" S.A.
IBAN: MD31PR002251390055900601
Contractor Fiscal Code: 1003605002810

All payments shall be made by UNDP in **Moldovan Leu (MDL)** at the UN Operational Rate of Exchange(www.un.org/Depts/treasury/) on the day of payment.

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:

Alexandru PELIVAN, EU4MD Programme Manager, UNDP Moldova
#131, 31 August 1989 Street, MD 2012 Chisinau, Moldova
e-mail: alexandru.pelivan@undp.org

For the Contractor:

Alexandru DONEA, Construction Manager
#33/1, Dumitru Riscanu Sreet, Chisinau MD-2068, Moldova
GSM: (+373) 68 594 159
e-mail: capital07@mail.ru

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

Vitalie VIERU, EU4MD Project Officer/ Infrastructure
#104 Sciusev Street, Chisinau, Moldova
GSM: +373 799 98802
e-mail: vitalie.vieru@undp.org

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,

28-Aug-2022

DocuSigned by:

Andrea Cuzyova

Andrea CUZYOVA

Deputy Resident Representative
UNDP Moldova

For **FCI CAPITAL SRL**

Agreed and Accepted:

Signature _____

Name

Igor GALCIUC

Title

Administrator

Date _____



INVESTITOR: EU4MOLDOVA – regiuni cheie
BENEFICIAR: Primăria mun. Ungheni

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

PROCES-VERBAL DE RECEPȚIE LA TERMINAREA LUCRĂRILOR

Nr. 07 din 31.01.2023

privind "Construcția rezervorului pentru apă potabilă cu capacitatea de 1000 mc, la stația de tratare a apei în or. Ungheni" executată în cadrul contractului nr. ItB 22/02472 din 29 august 2022, încheiat între Programul EU4Moldova – regiuni cheie finanțat de UE și implementat de PNUD Moldova și UNICEF Moldova și F.C.I. "Capital" S.R.L. pentru lucrările de construcție a rezervorului pentru apă potabilă cu capacitatea de 1000 mc, la stația de tratare a apei în or. Ungheni.

1. Lucrările au fost executate în baza autorizației de construire nr. 58 din 29 august 2022;
2. Comisia de recepție la terminarea lucrărilor și-a desfășurat activitatea în intervalul 30-31 ianuarie 2023, fiind formată din:

Președinte:

- Ion Galușcă, viceprimarul municipiului Ungheni

Membri:

- Vitalie Vieru – inginer infrastructură comunitară Programul EU4Moldova: regiuni-cheie
- Eugenia Lebeda - inginer consultant local Programul EU4Moldova: regiuni-cheie
- Liliana Tincu - coordonator local Programul EU4Moldova: regiuni – cheie
- Gheorghe Răilean – specialist construcții Primăria mun. Ungheni
- Tatiana Pavliuc – contabil - șef Primăria mun. Ungheni
- Gheorghe Pleșca – responsabil tehnic
- Nicolae Vieru – inginer – șef Î.M. Apă-Canal Ungheni
- Constantin Fuior – specialist domeniul apă și canalizare

3. Au mai participat la recepție:

Ion Ciocăni – proiectant SRL Consit Pro.
(numele, prenumele) (calitatea)

Alexandru Donea – diriginte de șantier SRL Capital
(numele, prenumele) (calitatea)

4. Constatările comisiei de recepție:

- 1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete piesele cuprinse în lista-anexă nr. 1;
- 2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate;
- 3) în lucrările cuprinse în lista-anexă nr.3, nu s-au respectat prevederile proiectului.

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

- Organizarea procedurii de recepție a obiectului la terminarea lucrărilor conform scrisorii nr. 01 din 16 ianuarie 2023, prezentate de către F.C.I. "Capital" S.R.L.

6. Comisia de recepție motivează propunerea făcută prin:

- Executarea volumului de lucrări prezentat în caietul de sarcini.

7. Comisia de recepție recomandă următoarele:

- Organizarea procedurii de recepție la terminarea lucrărilor.

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral-----, adresa poștală -----, destinația -----, compus din următoarele construcții -----, suprafața la sol -----, suprafața totală -----, numărul de etaje -----, conform certificatului despre rezultatele inspectării bunului imobil, anexat la prezentul proces-verbal (nu este necesar).

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 31.01.2023 în 5 exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică:

Comisia de recepție :

Președinte:

- Ion Galușcă

Membri :

- Vitalie Vieru

- Eugenia Lebeda

- Liliana Tincu

- Gheorghe Răilean

- Tatiana Pavliuc

- Gheorghe Pleșca

- Nicolae Vieru

- Constantin Fuior

Invitati:

Juan Cicandi -

Alexandru Bonea -

10. Lucrarea "Construcția rezervorului pentru apă potabilă cu capacitatea de 1000 mc, la stația de tratare a apei în or. Ungheni" este :

TRANSMISĂ:
EXECUTANTUL:

"B1" 31.01.2023

L.Ș.



PRIMITĂ:

INVESTITORUL:

" " 2023

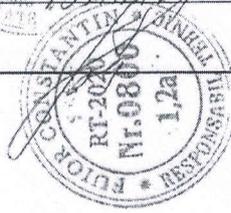
L.Ș.

(semnătura)

Vieru

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

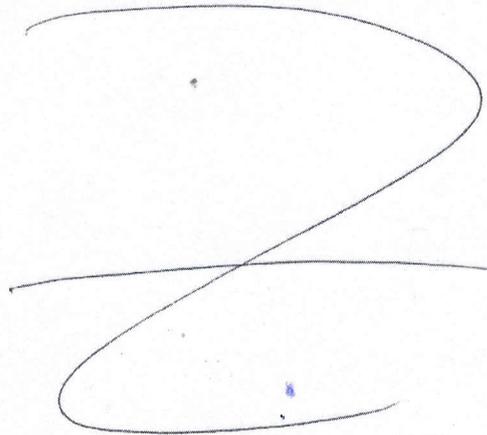
Nu sunt.

- **Ion Galușcă**, viceprimarul municipiului Ungheni 
 - **Vitalie Vieru**, inginer infrastructură comunitară Programul EU4Moldova: regiuni-cheie Vieru
 - **Eugenia Lebeda**, inginer consultant local Programul EU4Moldova: regiuni-cheie Lebeda
 - **Liliana Tincu**, coordonator local Programul EU4Moldova: regiuni – cheie Tincu
 - **Gheorghe Răilean**, specialist construcții Primăria mun. Ungheni Răilean
 - **Tatiana Pavliuc**, contabil - șef Primăria mun. Ungheni Pavliuc
 - **Gheorghe Pleșca**, responsabil tehnic Pleșca
 - **Nicolae Vieru**, inginer – șef Î.M. Apă-Canal Ungheni Vieru
 - **Constantin Fuior**, specialist domeniul apă și canalizare Fuior
- 
- 

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

1. Să se realizeze dezinfectarea rezervorului cu
- clorura de var, în coordonare cu Î.M. Apă-Canal Ungheni;
2. Să se realizeze testarea hidrolică a rezervorului.

Termen de înlăturare: 90 zile calendaristice.



- Ion Galușcă, viceprimarul municipiului Ungheni 
- Vitalie Vieru, inginer infrastructură comunitară Programul EU4Moldova: regiuni-cheie Vieru
- Eugenia Lebeda, inginer consultant local Programul EU4Moldova: regiuni-cheie LEBEDA
- Liliana Tincu, coordonator local Programul EU4Moldova: regiuni - cheie Tincu
- Gheorghe Răilean, specialist construcții Primăria mun. Ungheni Răilean
- Tatiana Pavliuc, contabil - șef Primăria mun. Ungheni Pavliuc
- Gheorghe Pleșca, responsabil tehnic Pleșca
- Nicolae Vieru, inginer - șef Î.M. Apă-Canal Ungheni Vieru
- Constantin Fuior, specialist domeniul apă și canalizare Fuior

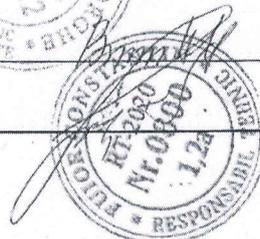
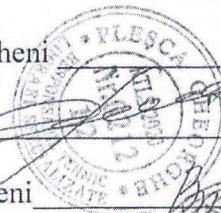


Lista lucrărilor cuprinse în Documentația Tehnică
la care nu s-a respectat prevederile proiectului.

Nu sunt.



- Ion Galușcă, viceprimarul municipiului Ungheni _____
- Vitalie Vieru, inginer infrastructură comunitară Programul EU4Moldova: regiuni-cheie Vieru
- Eugenia Lebeda, inginer consultant local Programul EU4Moldova: regiuni-cheie LEBEDA
- Liliana Tincu, coordonator local Programul EU4Moldova: regiuni - cheie _____
- Gheorghe Răilean, specialist construcții Primăria mun. Ungheni _____
- Tatiana Pavliuc, contabil - șef Primăria mun. Ungheni _____
- Gheorghe Pleșca, responsabil tehnic _____
- Nicolae Vieru, inginer - șef Î.M. Apă-Canal Ungheni _____
- Constantin Fuior, specialist domeniul apă și canalizare _____





Ref. No. 2023-05-02.01EU4MD

02 May 2023

Subject: Confirmation of Service Letter

Dear Madame/Sir,

This is to confirm that the FCI „CAPITAL” SRL, has executed during **29 August 2022 – 16 January 2023** a contract for works nr. ItB22/02472 „Construction of a drinking water reservoir with the capacity of 1000 m3 at the water treatment station in Ungheni city”, within the EU4Moldova: Focal Regions Programme, implemented by UNDP Moldova.

It is worth mentioning that the FCI „CAPITAL” SRL has fulfilled all works, as stipulated in the respective contract signed with UNDP and carried out all the planned activities.

Best regards,

Cristina GNACIUC
Head of Procurement and Operational Support Unit
UNDP Moldova



RR



A C H I Z I Ţ I I P U B L I C E

CONTRACT DE ANTREPRIZĂ Nr. 01 privind achiziția prin licitație deschisă

“04” ianuarie 2021

s. Raciula

PĂRŢILE CONTRACTANTE

Prezentul contract este încheiat în urma procedurii de achiziție nr. ocds-b3wdp1-MD-1603449959907 din data 02.12.2020, între Primăria s.Raciula cu sediul în Călărași, s.Răciula telefon: 0244-64236 autentificat prin cod unic de înregistrare nr. 1007601007918 reprezentat prin Primar Dna David Maria în calitate de Beneficiar, pe de o parte, și FCI Capital SRL cu sediul în mun.Chisinau str. D. Riscanu 33/1, telefon: 022-44-11-62, fax: 022-44-11-62 autentificat prin cod unic de înregistrare nr. 1003605002810 autorizat pentru activitatea în construcții, reprezentat prin Igor Galciuc, Director în calitate de Antreprenor, pe de altă parte.

1. OBIECTUL CONTRACTULUI

- 1.1 Antreprenorul general se obligă să execute *lucrările Alimentarea cu apă a s. Răciula, r. Călărași* în conformitate cu prevederile proiectului tehnic, cu detaliile de execuție, precum și a normativelor, standardelor și prescripțiilor tehnice în vigoare.

2. PERIOADA DE EXECUȚIE

- 2.1 Durata de execuție a lucrărilor contractate este de 4 luni după primirea ordinului de începere a execuției și asigurării lucrului ritmic de către beneficiar – ordonatorul de credite.
- 2.2 Graficul de execuție a lucrărilor se va efectua conform specificației din anexa prezentului contract.
- 2.3 Perioada de execuție poate fi prelungită dacă constrângerea activității se datorează următoarelor cauze:
- generate de Beneficiar;
 - datorită unor greve organizate de federația sindicatelor de ramură la nivel național și recunoscute ca legale prin justiție ale personalului Antreprenorului general sau ca urmare a unor evenimente similare desfășurate la un operator economic care este un furnizor al Antreprenorului general;
 - datorită forței majore sau altei situații extreme neimputabile și imprevizibile pentru Antreprenorul general;
 - influenței factorilor climatici, care împiedică respectarea în execuție a normelor și reglementărilor tehnice în vigoare a prevederilor caietelor de sarcini;
 - calamităților naturale recunoscute de autoritatea legală.

- 2.4 Conform dispoziției scrise a Beneficiarului, Antreprenorul general va sista execuția lucrărilor sau a unor părți ale acestora pe o durată și în modul în care Beneficiarul consideră necesar. Pe timpul suspendării, Antreprenorul general va proteja și conserva lucrările în mod corespunzător, așa cum va dispune Beneficiarul. Cheltuielile suplimentare generate în urma sistării lucrărilor suportate de Antreprenorul general vor fi plătite de către Beneficiar. În cazul sistării lucrărilor sau a unor părți din ele, din inițiativa Antreprenorului general, acesta suportă pe timpul suspendării toate cheltuielile, privind protejarea și conservarea lucrărilor cu bună diligență.
- 2.5 La terminarea lucrărilor, Antreprenorul general va notifica Beneficiarul că sînt îndeplinite condițiile de recepție, solicitând convocarea comisiei. În baza acestei notificări, Beneficiarul va convoca comisia de recepție pentru terminarea lucrărilor.
- 2.6 În baza documentelor de confirmare a execuției și a constatărilor efectuate pe teren, Beneficiarul va aprecia dacă sînt întrunite condițiile pentru anunțarea comisiei de recepție. În cazul în care se constată că sînt lipsuri și deficiențe acestea vor fi aduse la cunoștință și remediate din contul Antreprenorului general, stabilindu-se termenele necesare pentru finalizare sau remediere. După constatarea lichidării tuturor lipsurilor și deficiențelor, la o nouă solicitare a Antreprenorului general, Beneficiarul va convoca comisia de recepție. Comisia de recepție va constata realizarea lucrărilor în conformitate cu documentația de execuție, cu reglementările în vigoare și cu prevederile din contract. În funcție de constatările făcute Beneficiarul va aproba sau va respinge recepția. Recepția poate fi făcută și pentru părți de construcție distincte fizic și funcțional.

3. VALOAREA LUCRĂRILOR ȘI MODALITĂȚILE DE PLATĂ

- 3.1 Valoarea lucrărilor ce reprezintă obiectul prezentului contract este de **3 049 497,66** (trei milioane patruzeci și noua mii patru sute nouăzeci și șapte lei 66 bani) lei MD, inclusiv TVA **508249,61** lei (cinci sute opt mii două sute patruzeci și noua lei 61 bani) MD.
- 3.2 Achitățile vor fi efectuate prin transfer în baza facturilor fiscale, după primirea proceselor - verbale de recepție a lucrărilor executate, semnate și acceptate de către Beneficiar.
- 3.3 Beneficiarul va verifica procesele verbale de recepție a lucrărilor executate în termen de 20 zile calendaristice de la primirea acestora de la Antreprenorul General.
- 3.4 Pentru demararea lucrărilor Beneficiarul va achita în avans 10% anual din suma alocațiilor anuale estimate în contract.
- 3.5 Plata facturii finale se va face imediat după verificarea și acceptarea situației de plată definitive de către Beneficiar. Dacă verificarea se prelungește din diferite motive, dar în special datorită unor eventuale litigii, contravaloarea lucrărilor care nu sînt în litigiu va fi plătită imediat.
- 3.6 Lucrările nu vor fi considerate finalizate pînă cînd procesul-verbal de recepție la terminarea lucrărilor nu va fi semnat de comisia de recepție, care confirmă că lucrările au fost executate conform contractului.
- 3.7 Garanția de bună execuție se va restitui Antreprenorului general în baza notificării Beneficiarului către agentul bancar. Notificarea se va face după semnarea procesului-verbal de recepție la terminarea lucrărilor în cel mult 15 zile.

4 AJUSTAREA VALORII CONTRACTULUI

4.1 Pentru cazurile cînd urmează să fie făcute modificări la valoarea contractului privind majorarea sau reducerea acesteia, părțile se vor conforma prevederilor actelor normative cu incidență în domeniul achizițiilor publice ce reglementează modalitățile de ajustare a valorii contractelor de achiziții publice.

5. ANTREPRENORUL GENERAL ȘI SUBANTREPRENORII DE SPECIALITATE

5.1 Antreprenorul general este obligat să execute toate lucrările, prevăzute în contract, în termenele stabilite prin graficul general de realizare a lucrărilor și graficul de execuție și de o calitate corespunzătoare prevederilor actelor normative în vigoare și a prezentului contract.

5.1 În cazul în care părțile din lucrarea ce se contractează se execută în subantrepriză, Antreprenorul general trebuie să prezinte, cu ocazia ofertării, lista subantreprenorilor de specialitate și lucrările pe care aceștia le vor executa.

5.2 Pe parcursul execuției lucrărilor, Antreprenorul general este obligat să comunice, la cererea Beneficiarului, datele de recunoaștere ale subantreprenorilor de specialitate.

5.3 Angajarea forței de muncă pe bază de acord nu este considerată ca făcînd obiectul unei subcontractări.

6 DREPTURILE ȘI OBLIGAȚIUNILE ANTREPRENORULUI GENERAL ȘI ALE BENEFICIARULUI

6.1 Întreaga documentație necesară pentru executarea lucrărilor contractate se pune de către Beneficiar la dispoziția Antreprenorului general în două exemplare, în termenele stabilite în contract, prin graficul general de realizare a lucrărilor publice.

6.2 Antreprenorul general are obligația să execute, să finalizeze lucrarea în termenele stabilite în contract, pe proprie răspundere. Pentru aceasta el este obligat să respecte proiectul, documentația de execuție și prevederile actelor normative în vigoare pentru construcții.

6.3 Antreprenorul general are obligația de a supraveghea lucrările, de a asigura forța de muncă, materialele, instalațiile, echipamentele și toate celelalte obiecte fie de natură provizorie, fie definitive cerute de și pentru contract, în măsura în care necesitatea asigurării acestora este prevăzută în contract sau se poate deduce în mod rezonabil din contract.

6.4 Documentația pusă la dispoziția Antreprenorului general se repartizează astfel:

- a) un exemplar rămân la dispoziția Antreprenorului general, iar
- b) altul va fi ținut de către acesta la dispoziție pentru consultare de către Inspecția de Stat în Construcții, precum și de către alte persoane autorizate, inclusiv responsabilul tehnic atestat.

6.5 Desenele, calculele, verificările calculelor, caietele de măsurări (atașamentele) și alte documente, pe care Beneficiarul sau Antreprenorul general trebuie să le întocmească și sînt cerute de subantreprenorul proiectant, vor fi puse la dispoziția acestuia de către Antreprenorul general.

6.6 Oferta adjudecată face parte integrantă din contract. Ea trebuie să fie corectă și completă. Prețurile stabilite vor acoperi toate obligațiunile din contract și toate operațiunile pentru terminarea și întreținerea corespunzătoare a lucrărilor.

6.7 Dacă Beneficiarul nu emite în timp util dispoziții suplimentare care să conțină instrucțiuni sau aprobări, ordine, directive, sau detalii, Antreprenorul general va notifica Beneficiarul prin

scrisori, de câte ori este posibil, că acestea pot să provoace întârzieri sau întreruperi în desfășurarea lucrărilor. Notificarea va conține detaliile sau dispozițiile ce se cer și va specifica data la care acestea au fost necesare, precum și întârzierile sau întreruperile ce survin datorită lipsei acestor documente.

- 6.8 Întreaga documentație necesară pentru executarea lucrărilor de subantrepriză va fi pusă la dispoziția subantreprenorilor de către Antreprenorul general, fără plată, în termenele din subcontracte (contracte de subantrepriză), stabilite prin graficul de execuție.
- 6.9 Antreprenorul general va executa și va întreține toate lucrările, va asigura forța de muncă, materialele, utilajele de construcții și obiectele cu caracter provizoriu pentru executarea lucrărilor. Acesta își asumă întreaga responsabilitate pentru toate operațiunile executate pe șantier și pentru procedeele de execuție utilizate.
- 6.10 Antreprenorul general, prin adjudecarea ofertei în favoarea sa, se angajează să obțină garanția din partea unei bănci, pentru o sumă care reprezintă garanția de bună execuție a contractului, în cuantum de 5 % din valoarea contractului atribuit.
- 6.11 Garanția de bună execuție se va restitui Antreprenorului general în baza notificării Beneficiarului către agentul bancar. Notificarea se va face după semnarea procesului-verbal de recepție finală în cel mult 15 zile.
- 6.12 Antreprenorul general trebuie să constituie garanția de bună execuție după primirea scrisorii de acceptare, dar nu mai târziu de data încheierii contractului. Atâta timp cât el nu și-a îndeplinit această obligațiune, Beneficiarul poate să rețină Antreprenorului general garanția pentru ofertă.
- 6.13 Beneficiarul trebuie să restituie Antreprenorului general garanția de bună execuție în cel mult 15 zile după expirarea perioadei de garanție, dacă acesta nu a înaintat pînă la acea dată pretenții asupra ei. Atâta timp însă cît pretențiile înaintate în termen nu s-au rezolvat, Beneficiarul poate reține o parte corespunzătoare din valoarea garanției, în limitele prejudiciului cauzat.
- 6.14 Antreprenorul general garantează că, la data recepției, lucrarea executată are calitățile stipulate în contract, corespunde reglementărilor tehnice în vigoare și nu este afectată de vicii care ar diminua sau chiar anula valoarea sau posibilitatea de utilizare, conform condițiilor normale de folosire sau a celor explicate în contract.
- 6.15 La lucrările la care se fac încercări, se consideră calitatea probei îndeplinită atîta timp cît rezultatele se înscriu în limitele admise prin reglementările tehnice în vigoare.
- 6.16 Beneficiarul are dreptul de a supraveghea desfășurarea lucrărilor în conformitate cu prevederile contractului, prin responsabili tehnici atestați. Acestora li se va asigura accesul la locul de muncă, în ateliere, depozite și oriunde se desfășoară activități legate de realizarea obligațiilor contractuale. La cerere, trebuie să i se pună la dispoziție desenele și documentația de execuție pentru examinare și să i se dea toate lămuririle, condiția fiind ca prin aceasta să nu se divulge taine ale Antreprenorului general. Informațiile secrete, precum și documentațiile secrete vor fi considerate de Beneficiar drept confidențiale.
- 6.17 Beneficiarul este autorizat să emită dispozițiile pe care le consideră necesare executării lucrărilor, cu respectarea drepturilor Antreprenorului general. Dispozițiile se adresează în principiu numai Antreprenorului general și dirigintelui de șantier, cu excepția cazurilor în care trebuie de intervenit împotriva unui pericol iminent sau declarat. Beneficiarului trebuie să i se comunice numele dirigintelui de șantier atestat tehnico-profesional, care va dirija execuția

lucrărilor și va verifica calitatea lor din partea Antreprenorului general.

- 6.18 Dacă Antreprenorul general consideră că dispozițiile Beneficiarului sînt nejustificate sau inoportune, el poate ridica obiecții, dar acestea nu îl absolvă de a executa dispozițiile primite, în afara cazului în care ele contravin prevederilor legale. Dacă prin executarea dispozițiilor Beneficiarului se creează dificultăți în execuție, care generează cheltuieli suplimentare, acestea vor fi suportate de către Beneficiar.
- 6.19 Trasarea axelor principale, bornelor de referință, căilor de circulație și limitelor terenului pus la dispoziția Antreprenorului general, precum și materializarea cotelor de nivel în imediata apropiere a terenului, sînt obligațiuni ale Antreprenorului general.
- 6.20 Pentru verificarea trasării de către Beneficiar sau proiectant, Antreprenorul general este obligat să protejeze și să păstreze toate reperatele, bornele sau alte obiecte folosite la trasarea lucrărilor.
- 6.21 Ridicările de teren, trasările și cotele de nivel, precum și alte documente puse la dispoziția Antreprenorului general de către Beneficiar pentru executarea contractului sînt hotărâtoare. Antreprenorul general este obligat să verifice documentele primite și să înștiințeze Beneficiarul cu privire la erorile și inexactitățile constatate sau presupuse.
- 6.22 Antreprenorul general are obligația să stabilească toate relațiile care reglementează raporturile cu subantreprenorii de specialitate și este răspunzător față de Beneficiar pentru respectarea de către subantreprenorii de specialitate a prevederilor și obligațiilor legale și profesionale.
- 6.23 Pe parcursul executării lucrărilor, Beneficiarul are dreptul să dispună în scris:
- a) îndepărtarea de pe șantier a oricăror materiale care sînt calitativ necorespunzătoare;
 - b) înlocuirea materialelor necorespunzătoare calitativ cu altele corespunzătoare;
 - c) îndepărtarea sau refacerea oricărei lucrări sau părți de lucrare necorespunzătoare din punct de vedere calitativ.
- 6.24 În cazul neexecutării de către Antreprenor a dispozițiilor din punctul 2.1., Beneficiarul poate opri lucrările, angaja și plăti alți antreprenori pentru executarea acestor lucrări, punând în întârziere în acest sens Antreprenorul, care va fi obligat, în condițiile legii, să compenseze cheltuielile aferente suportate de Beneficiar în legătură cu faptul neexecutării.
- 6.25 În cazul în care în timpul executării lucrărilor, pe amplasamente se descoperă valori istorice, artistice sau științifice, Antreprenorul general este obligat să oprească execuția lucrărilor în zona respectivă și să comunice Beneficiarului, organelor de poliție sau organelor competente acest fapt.
- 6.26 În timpul desfășurării lucrărilor, Antreprenorul general are obligația să mențină căile de acces libere, să retragă utilajele, să îndepărteze surplusurile de materiale, deșeurile și lucrări provizorii de orice fel, care nu sînt necesare, iar la terminarea lucrărilor, Antreprenorul general va evacua de pe șantier toate utilajele de construcție, surplusurile de materiale, deșeurile și lucrările provizorii.
- 6.27 Beneficiarul trebuie să obțină, pe propria cheltuială, toate avizele, autorizațiile și aprobările, să plătească toate taxele necesare legate de execuția lucrărilor, precum și pentru bunuri sau drepturi afectate sau care pot fi afectate de execuția lucrărilor.

7 FORȚA DE MUNCĂ

- 7.1 Antreprenorul general și subantreprenorii vor îndeplini toate formalitățile necesare angajării întregii forțe de muncă pentru realizarea lucrărilor contractate în conformitate cu prevederile legislației în vigoare.

8 MATERIALELE ȘI EXECUȚIA LUCRĂRILOR PROPRIU-ZISE

- 8.1 Materialele vor fi de calitatea prevăzută în documentația de executare, urmând a fi supuse periodic la diverse testări de către proiectantul sau Beneficiarul ce le va solicita. Antreprenorul general va asigura, la cerere, forța de muncă, instrumentele, utilajul și materialele necesare pentru examinarea, măsurarea și testarea lucrărilor.
- 8.2 Costul probelor și încercărilor va fi suportat de Antreprenorul general, dacă acesta este prevăzut în documentație, în caz contrar cheltuielile vor fi suportate de Beneficiar.
- 8.3 Probele neprevăzute și comandate de Beneficiar pentru verificarea unor lucrări sau materiale puse în operă vor fi suportate de Antreprenorul general, dacă se dovedește că materialele nu sînt corespunzător calitative sau manopera nu este în conformitate cu prevederile contractului. În caz contrar, Beneficiarul va suporta aceste cheltuieli.
- 8.4 Beneficiarul, proiectantul sau orice altă persoană autorizată de aceștia au acces tot timpul la lucrări pe șantierși în locurile unde se pregătește lucrarea, în depozite de materiale prefabricate etc.
- 8.5 Lucrările care devin ascunse nu vor fi acoperite fără aprobarea responsabilului tehnic atestat și, după caz, a proiectantului, Antreprenorul general asigurând posibilitatea acestora să examineze și să urmărească orice lucrare care urmează să fie ascunsă. Antreprenorul general va anunța responsabilul tehnic atestat, proiectantul ori de cîte ori astfel de lucrări, inclusiv fundațiile clădirii, sînt gata pentru a fi examinate. Responsabilul tehnic atestat și proiectantul vor participa la examinarea și măsurarea lucrărilor.
- 8.6 Antreprenorul general va dezveli orice parte sau părți de lucrare la dispoziția Beneficiarului și va reface această parte sau părți de lucrare, dacă este cazul. Dacă se constată că lucrările au fost de calitate corespunzătoare și realizate conform documentației de execuție, dezvelirea, refacerea și/sau repararea vor fi suportate de Beneficiar, iar în caz contrar, de Antreprenorul general.
- 8.7 Costurile pentru consumul de utilități, precum și cel al contoarelor sau al altor aparate de măsurat se suportă de către Antreprenorul general. În cazul mai multor antreprenori, costurile se suportă proporțional de către aceștia.
- 8.8 Lucrările executate de Antreprenorul general în afara celor prevăzute în contract sau fără dispoziția Beneficiarului, precum și cele care nu respectă prevederile contractului, fără a exista în acest sens o dispoziție expresă a Beneficiarului, nu vor fi plătite Antreprenorului general. Antreprenorul general trebuie să înlătore aceste lucrări, în termenul stabilit cu Beneficiarul. De asemenea, el răspunde în fața Beneficiarului de toate pagubele pe care le-a provocat acestuia. Lucrările respective vor fi plătite Antreprenorului general numai dacă se dovedesc a fi necesare și se presupune că ele corespund voinței Beneficiarului, în care caz vor fi notificate imediat.
- 8.9 Lucrările vor începe după 10 zile de la semnarea și înregistrarea contractului în modul corespunzător și primirea ordinului de execuție.

9 PERIOADA DE GARANȚIE ȘI REMEDIERI ÎN PERIOADA DE GARANȚIE

- 9.1 Perioada de garanție pentru lucrările prevăzute la pct.2.1. al prezentului contract este de 5

- a) Caietul de sarcini;
 - b) Propunerea tehnică;
 - c) Oferta financiară;
 - d) Graficul de timp pentru îndeplinirea contractului;
 - e) Garanția de bună execuție.
- 13.2 Documentele contractului vor fi întocmite în limba română.
- 13.3 În cazurile în care apar ambiguități sau discrepanțe în clauzele prezentului contract, acestea vor fi clarificate de Beneficiar, care va emite instrucțiuni în acest sens pentru Antreprenorul general.
- 13.4 Prezentul Contract reprezintă acordul de voință al părților și se consideră semnat la data aplicării ultimei semnături de către una dintre părți.
- 13.5 Pentru confirmarea celor menționate, părțile au semnat prezentul Contract în conformitate cu legislația Republicii Moldova, la data și anul indicate, fiind valabil până la recepția finală a lucrărilor.

14 RECHIZITELE JURIDICE, POȘTALE ȘI DE PLĂȚI ALE PĂRȚILOR

ANTREPRENORUL GENERAL

Adresa poștală: str. D Riscanu 33/1 MD-2068

Telefon: 022441162

Cod fiscal: 1003605002810

Banca: B.C. ProCredit Bank SA

TVA 6500082

Cod: PRCBMD22

IBAN MD31PR002251390055900601

BENEFICIARUL

Adresa poștală: MD 4434 r. Călărași, s. Răciula

Telefon: 0244-64236

Cod fiscal: 1007601007918

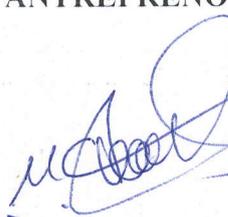
Banca: MF-TR Centru-Călărași

Cod: TREZMD2X c/b 226646

IBAN BAN MD13TRPDBH319230C11118AC

15 SEMNĂTURILE PĂRȚILOR

ANTREPRENOR GENERAL



L.S.

BENEFICIAR



L.S.

**PROCES- VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

Nr. 01 din 22 iunie 2022

Privind lucrările de construcție executate la obiectul „Alimentarea cu apă a satului Răciula, r-nul Călărași”, în cadrul contractului nr. 01 din 04 ianuarie 2021 încheiat între FCI “Capital” SRL și “Primăria s. Răciula” pentru executarea lucrărilor de construcție la obiectul „Alimentarea cu apă a satului Răciula, r-nul Călărași.

1. Lucrările au fost executate în baza autorizației de construcție nr. 01 din 13.05.2020 eliberată de Primăria Răciula.
2. Comisia de recepție și-a desfășurat activitatea în intervalul lunii iunie 2022, fiind formată din:

Președintele comisiei:

1. David Maria – președinte, primarul s. Răciula

Membrii comisiei:

- | | |
|-----------------------|--|
| 2. Ioneț Ion | Responsabil tehnic |
| 3. Ciubuc Eduard | Specilist relații funciare a primăriei |
| 4. Stratan Veaceslav | Șef Direcție Construcții al Consiliului raional Călărași |
| 5. Necrasov Ecaterina | Contabil șef al primăriei |
| 6. Cucuietu Ion | Consilier local |
| 7. Tcaci Ludmila | Consilier local |

3. Au mai participat la recepție:

- | | |
|----------------------|--|
| 1. Dogot Ion | Diriginte de șantier, SRL “Capital „ |
| 2. Donea Alexandru | Inginer șef, SRL “Capital „ |
| 3. Gheorghe Vodă | Proiectant |
| 4. Balan Alexandru | Șef USP Călărași |
| 5. Baltaga Alexandru | CSP Ungheni |
| 6. Rotari Tatiana | Șef adjunct oficiul teritorial Ungheni |

4. Constatările comisiei de recepție:

- a) Din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sunt incomplete piesele cuprinse în lista - anexa nr. 1;
- b) Lucrările cuprinse în Documentația tehnica ce n-au fost executate – anexa nr. 2
- c) Lucrările cuprinse în Documentația tehnica la care nu s-au respectat prevederile proiectului – anexa nr. 3.

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

Spre recepție la terminarea lucrărilor obiectul „Alimentarea cu apă a satului Răciula, r-nul Călărași” și remedierea obiectiilor menționate până la recepția finală.

6. Comisia de recepție motivează propunerea făcută prin:

Terminarea integrală a volumelor de lucrării prevăzute în documentația de execuție,
Prezentarea Cărții Tehnice completată – Capitolul B
Prezentarea avizelor serviciilor abilitate de control.

7. Comisia de recepție recomanda următoarele:

Se acceptă recepția la terminarea lucrărilor la „Alimentarea cu apă a satului Răciula, r-nul Călărași”.

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral _____, adresa poștală s. Răciula, r-nul Călărași destinația rețea de alimentare cu apă, este compus din următoarele elemente:

Nr.	Element	Cantitatea
1.	Rețeaua de alimentare cu apă :	
	Conductă magistrale:	
	Teavă PE100 PN8 SDR21 d90mm cu lungimea totală	4400 m
	Cămine de vane	11 buc
	Hidranți antiincendiari subterani	9 buc.
	Conectări individuale	135 buc
2	Stație de pompare cu 2 grupe de pompe:	
	I grup de pompe	3 pompe
	II grup de pompe	3 pompe
7.	Rezervor de apă potabilă cu volumul de 100 m³	2 buc
8.	Reabilitarea sondei arteziene	1 buc
9.	Stația de transformatoare KТП 40/10 și BZUM	1 buc
10.	LEA 10kV	55 m

8. Prezentul proces verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 22 iunie 2022 în s. Răciula, r-nul Călărași, la ora 14:00, în 6 exemplare.

Comisia de recepție:

Președinte: [Signature] Maria David

Membri: [Signature] Ioneț Ion
[Signature] Ciubuc Eduard
[Signature] Stratan Veaceslav
[Signature] Necrasov Ecaterina
[Signature] Cucuietu Ion
[Signature] Tcaci Ludmila



9. Concluzia Agenției pentru Supraveghere Tehnică:

Obiectul – „Alimentarea cu apă a satului Răciula, r-nul Călărași”. Se recomandă admiterea recepției
la terminarea lucrărilor și lichidarea obiectivelor din anexa
la prezentul proces verbal în termenii stabiliți.



» OP 2022.
[Signature] Inspector principal

10. Lucrarea „Alimentarea cu apă a satului Răciula, r-nul Călărași” este:

TRANSMISĂ:

EXECUTANTUL:

FCI „Capital” SRL

22 iunie 2022

L.Ș.

(semnătura)

PRIMITĂ:

INVESTITORUL:

Primăria s. Răciula

22 iunie 2022

L.Ș.

(semnătura)



Anexa nr. 1 la Procesul-Verbal de recepție la terminarea lucrărilor

Nr. 01 din 22 iunie 2022

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

Obiectul la „Alimentarea cu apă a satului Răciula, r-nul Călărași”.

1. Nu sunt

Remedierea tuturor neajunsurilor se stabilește până la data de ____ ____ 2022.

Președintele comisiei

Maria David



Responsabil Tehnic,

Ioneț Ion



Executantul

FCI „Capital” SRL



Anexa nr. 2 la Procesul-Verbal de recepție la terminarea lucrărilor

Nr. 01 din 22 iunie 2022

Lista lucrărilor cuprinse în Documentația Tehnică ce n-au fost executate, sau urmează a fi remediate:

Obiectul la „Alimentarea cu apă a satului Răciula, r-nul Călărași”.

1. De strămutat indicatorul hidrantului de pe gard pe puncte stabile
2. De tencuit parapetul stăie de pompare cu tablă zincată (ca lucrări suplimentare)
3. De executat pereul pe perimetrul stației de pompare (ca lucrări suplimentare).

Remediarea tuturor neajunsurilor se stabilește până la data de ____ ____ 2022.

Președintele comisiei

Maria David



Responsabil Tehnic,

Ioneț Ion



Executantul

FCI „Capital” SRL



Anexa nr. 3 la Procesul-Verbal de recepție la terminarea lucrărilor

Nr. 01 din 22 iunie 2022

Lista lucrărilor cuprinse în Documentația Tehnică la care nu s-au respectat prevederile proiectului:

Obiectul la „Alimentarea cu apă a satului Răciula, r-nul Călărași”.

Nu sunt

Remedierea tuturor neajunsurilor se stabilește până la data de ____ ____ 2022.

Președintele comisiei

Maria David



Maria David

Responsabil Tehnic,

Ioneț Ion

Executantul

FCI „Capital” SRL



Dones B

REPUBLICA MOLDOVA
RAIONUL CĂLĂRAȘI
PRIMARUL COMUNEI RĂCIULA

MD-4434, Republica Moldova, raionul Călărași, satul Răciula,
tel/fax (244) 64-2-36/ 64-2-38; E-mail: primariaraciula@gmail.com

Nr. 111 din 28 aprilie 2023

Scrisoare de Recomandare

Prin prezenta, **Primăria comunei Răciula, raionul Călărași**, confirmă faptul și își exprimă mulțumirea Întreprinderii **FCI „Capital” SRL**, antreprenor general în cadrul Contractului de Antrepriză cu numărul de referință nr. 01 din 04.01.2021, ce are ca obiect: „Alimentarea cu apă s. Răciula, r-nul Călărași”, cu privire la execuția lucrărilor din cadrul contractului menționat corespunzător cerințelor de calitate și dând dovadă de un nivel înalt de profesionalism .

Apreciem și mulțumim pentru receptivitatea și profesionalismul demonstrat de către managementul companiei și **recomandăm compania FCI „Capital” SRL pentru implementarea și executarea altor proiecte.**

Primar



Maria DAVID



REPUBLICA MOLDOVA
RAIONUL TELENEȘTI
PRIMĂRIA SATULUI VEREJENI
MD-5836, satul Verejeni
tel/fax:67-3-36, 67-4-16;
e-mail: primaria.verejeni@gmail.com

Scrisoare de recomandare

Primăria s. Verejeni exprimă mulțumirea companiei FCI “Capital” SRL, antreprenorului general la Contractul de Antrepriză- privind Evacuarea și epurarea apelor uzate din s. Verejeni, r-l Telenești, 2016/609/16. Scopul proiectului fiind Evacuarea și epurarea apelor uzate din s. Verejeni, r-l Telenești cu implementarea sistemului de control și gestiune a evacuării și epurării apelor menajere din comunitate. Compania a îndeplinit integral lucrările după acest proiect inovativ la un nivel înalt de profesionalism.

Primăria s. Verejeni, recomandă compania FCI “Capital” SRL pentru implementarea și executarea proiectelor Dvs.

Primarul s. Verejeni, Telenești



Popa Serghei

REPUBLICA MOLDOVA
Primăria
satului Chirileni
r-nul Ungheni
s.Chirileni MD 3618
tel. 75-2-36



РЕСПУБЛИКА МОЛДОВА

Примэрия села Кирилени
Унгенского района
с. Кирилень MD 3618
тел.: 75-2-36

Nr. 37
05.05.2016

SCRISOARE DE RECOMANDARE

În urma participării la licitație pentru obiectul „Construcția sistemului de canalizare în satul Chirileni raionul Ungheni „, firma de producere și comerț „Capital” SRL a câștigat licitația.

Pe parcursul executării lucrărilor s-a lucrat conform proiectului și termenilor de execuție , nu au apărut nici un fel de probleme la executarea lucrărilor. Primăria, comunitatea au rămas mulțumiți de calitatea lucrărilor executate.

Drept urmare , putem recomanda firma de producere și comerț „Capital” SRL pentru participarea la execuția altor lucrări.

Primarul

Iurie Stoica .



Nr.879 din 26.04.2019

Scrisoare de referință

Prin prezenta, Fundația Filiala din Moldova a fundației „SKAT”, implementatorul Proiectului Elveției de Apă și Sanație în Moldova (ApaSan), confirmă faptul că, compania:

„Capital” SRL

adresa juridică: str. Vasile Lupu 36, or. Orhei, MD 3501, Republica Moldova

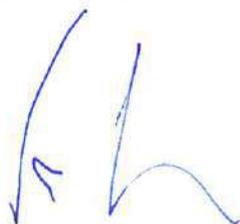
codul fiscal: 1003605002810,

a câștigat în cadrul tenderelor competitive și a executat lucrările conform următoarelor contracte:

	Contractul	Numărul contractului	Data contractului	Finalizarea lucrărilor	Valoarea contractului, lei
1.	Construcția sistemului de alimentare cu apă a satului Alexandru Ioan Cuza, raionul Cahul	W_CH_AIC_493	01.02.2017	27.09.2017	8,519,472.05
2.	Construcția sistemului de alimentare cu apă a satelor Țirgul-Vertiujeni, Vertiujeni și Zăluceni, raionul Florești	W_FR_TVZ_519	15.09.2017	12.03.2019	24,508,047.44

Compania „Capital” SRL a executat lucrările din cadrul contractelor menționate corespunzător cerințelor de calitate și punctualitate convenite.

Apreciem și mulțumim pentru receptivitatea și flexibilitatea demonstrate de către managementul companiei pe parcursul dezvoltării proiectelor menționate.



Jonathan Hecke
Președintele Fundației Filiala din Moldova a fundației „SKAT”
Coordonatorul Proiectului ApaSan



REPUBLICA MOLDOVA
RAIONUL LEOVA
PRIMARUL
COMUNEI TIGHECI
MD-6329, r-nul Leova, s.Tigheci
Tel/Fax: 45-2-36; 45-2-38
E-mail : tighecilv@yahoo.com



РЕСПУБЛИКА МОЛДОВА
ЛЕОВСКИЙ РАЙОН
ПРИМАРЬ
КОММУНЫ ТИГЕЧ
МД-6329, Леовский р-он, с. Тигеч
Тел/Факс: 45-2-36, 45-2-38
E-mail : tighecilv@yahoo.com

Nr .20-02/1-37
Din 08 februarie 2018

SCRISOARE DE RECOMANDARE

Prin prezenta Primăria comunei Tigheci confirmă că pe parcursul perioadei 2016-2017 compania **SRL „Capital”** a executat **lucrări de forare a două sonde arteziene pentru aprovizionarea cu apă a comunei Tigheci.**

Lucrările au fost executate la cel mai înalt nivel, în termen, la prețuri competitive și de către un personal tehnico-ingineresc de înaltă calificare.

Pe durata executării lucrărilor nu au fost înregistrate careva neconformități, cazuri de accidente tehnice produse din vina antreprenorului, recepții amânate sau respinse din cauza nerespectării parametrilor de calitate.

În baza celor menționate cu încredere recomandăm **FCI „Capital” SRL** pentru executarea lucrărilor similare și de alt gen și în alte localități.

Primar



Digitally signed by Galciuc Igor
Date: 2020.06.03 12:20:28 EEST
Reason: MoldSign Signature
Location: Moldova



Angela Crețu

Ex.: Blanari Dina
Tel.:026345238



REPUBLICA MOLDOVA
RAIONUL CĂLĂRAȘI
PRIMARIA COMUNEI TUZARA

MD 4401, Republica Moldova, raionul Călărași
com. Tuzara, tel.(0244)2-15-84, tel/fax(0244)2-04-65 pr-tuzara@mail.ru

Nr. 125 din 03 iunie 2020

SCRISOARE DE RECOMANDARE

*Confirmam ca firma SRL "CAPITAL" a dat dovada de profesionalism în indeplinirea contractului privind lucrarea de construcție a rețelelor de canalizare în s. Seliștea Nouă și Tuzara, raionul Călărași în anul 2019.
Recomandam profesionalismul firmei SRL "CAPITAL" și altor clienți.*

Primarul comunei Tuzara

Ex. L. Burghilea
Tel:024420465.



Ludmila BURGHELEA

Digitally signed by Galciuc Igor
Date: 2020.06.10 11:30:27 EEST
Reason: MoldSign Signature
Location: Moldova

