C/f:1009600000374

Email:valdcongrup@gmail.com **Tel:**0 22 428393; 0 78 664664

Fax:0 22 428062

Adresa: str. Uzinelor 171/2, Chişinău,



VOLUME 1 SECTION 4 FORMS 4.6.1 TO 9 TECHNICAL QUALIFICATIONS





SECTION 4 FORM 4.6.1.1 OVERVIEW OF THE TENDERER'S STAFF

verview		
a - Directors and ma	nagement	
b - Administrative s	taff	
c - Technical staff		
- Engineers		
- Surveyors		
- Foremen		
- Mechanics	s	
- Technician	ns	
- Machine o	pperators	
- Drivers		
- Other skill	led staff	
- Other skin	and unskilled staff	
	and unskined starr	
- Labourers Total		
- Labourers Total	ployed on the contract (if relevant)	
- Labourers Total e operatives to be empa a - Site management	ployed on the contract (if relevant)	
- Labourers Total e operatives to be empaa - Site management b - Administrative st	ployed on the contract (if relevant)	
- Labourers Total e operatives to be empa a - Site management	ployed on the contract (if relevant)	
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- Labourers Total e operatives to be emparative size a - Site management b - Administrative size c - Technical staff	ployed on the contract (if relevant)	
- Labourers Total e operatives to be emparatives to be emparative state of the emparative state of t	ployed on the contract (if relevant)	
- Labourers Total e operatives to be empa - Site management b - Administrative story c - Technical staff - Engineers - Surveyors	ployed on the contract (if relevant) taff	
- Labourers Total e operatives to be empaa - Site management b - Administrative story c - Technical staffar - Engineers - Surveyors - Foremen	ployed on the contract (if relevant) taff	
- Labourers Total e operatives to be empaa - Site management b - Administrative story c - Technical staffagineers - Surveyors - Foremen - Mechanics	ployed on the contract (if relevant) taff	
- Labourers Total e operatives to be empaa - Site management b - Administrative store - Technical staff - Engineers - Surveyors - Foremen - Mechanical - Technician	ployed on the contract (if relevant) taff	
- Labourers Total e operatives to be emparatives to be emparatives to be emparative stored and a contractive stored and	ployed on the contract (if relevant) taff s ns operators	

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





VOLUME 1 Quality control

SECTION 4 FORM 4.6.1.2

STAFF TO BE EMPLOYED ON THE CONTRACT

	TOBLE		LUYED ON		· I III I
Position/Name	Nationality	Age	Education	Years of experience (with the company/in construction)	Major works for which responsible (project/value)
Director / Țurcan Denis	Republic of Moldova	32	State University of Moldova	11/11	Reconstruction works of the Regional Assistance Center for Victims of Domestic Violence in Gagauzia ATU/ 2 927 088 MDA
Accountant / Moraru Angela	Republic of Moldova	40	The Academy of Transport, Computer Science and Communications	10/14	Construction of water supply and sewerage network in Carabetovca village, Basarabeasca / 24 450 085 MDL
Quality control				/	
Site master, Construction site manager Specialized works / Țurcan Anatolii	Republic of Moldova	57	Technical University of Moldova	11/37	Repair works of the
Site master, Road construction, Hydrotechnical constructions and for improvements Land / Zolotvov Anatolie	Republic of Moldova	63	Technical University of Moldova	5/42	administrative hall - maternity / 4 291 493 MDA Thermal insulation of the facades, carpentry change and roof repair at Oxentea Gymnasium, Dubăsari
Site master, Road construction / Topal Veaceslav	Republic of Moldova	42	Technical University of Moldova	3/26	district / 4 258 315 MDA
Site managers with the execution of specialized works and installations related to constructions / Tăvăluc Simion	Republic of Moldova	58	Technical University of Moldova	6/33	Repair of the "Andries," kindergarten in Parcova village with the change of carpentry, thermal
Specialist in the field of geodesy, cartography, topography and geoinformatics / Botnaru Dumitru	Republic of Moldova	33	Technical University of Moldova	3/11	insulation of the facade, installation of the thermal power plant on biomass and installation of the heating system / 1 672 579 MDA
Master in Construction /Ţurcan Vadim	Republic of Moldova	27	Technical University of Moldova	4/4	Resign State The and
Master in Construction / Crețu Mihai	Republic of Moldova	27	Technical University of Moldova	5/4	*VALDEONGADO STATE

Estimated cost Salamandic Olga Republic of Salamandic Olga Salamandic Olga Salamandic Olga Salamandic Olga The Academy of Transport, Science and Communications Science and Splin str., 140. A, Bally Science Building of the City Hall com. Bubuicej., 361 281 MDA Reconstruction of the building of the City Hall com. Bubuicej., 361 281 MDA School School School School Single-handed excavator machinist / Popa Ion Single-handed excavator machinist / Pupa Ion Single-handed excavator machin	Estimated cost / Ceban Igor	Republic of Moldova	33	Technical University of Moldova	2/10	Capital repair works of the roofs of the building of the National Philharmonic "Serghei Lunchevici" from Mitropolit Varlaam str., 78, Chisinau municipality / 1 618 027 MDA		
Carage boss / Jioară Republic of Moldova			25	University of	2/2	Capital repair works of the existing constructions of the		
Others responsible for			45	Transport, Computer Science and	3/15	Defense of Stefan cel Mare and Sfint str., 140 A, Balti municipality, (stage I) Block A (roof: facade) / 3 043		
Truck driver / Beiu Ion Republic of Moldova Truck driver / Guler Ion Republic of Moldova Truck driver / Gustiuc Ion Republic of Moldova Truck driver / Gustiuc Ion Republic of Moldova Single-handed excavator Machinist / Ungureanu Ion Single-handed excavator Machinist / Lupascu Ion Single-handed excavator Moldova Republic of Moldova School 11/42 418 538,5 MDA Lot # 2 - ITB17 / 01488: SARD "Creation of the population's access from the village to the urban sewage system. Copceac village, UTAG" and Construction of a new water source for the localities and Edgar Moldova Welding plastics / Blindu Republic of Moldova Welding plastics / Blindu Republic of Moldova Welding plastics / Tirsină Republic of Moldova Moldova Moldova Welding plastics / Tirsină Republic of Moldova Mo	Others responsible for					building of the City Hall com. Bubuieci,2 361 281		
Truck driver Beiu Ion Republic of Moldova School School 3/39	Others responsible for				/			
Truck driver / Guler Ion Republic of Moldova Truck driver / Guștiuc Ion Republic of Moldova Single-handed excavator machinist / Popa Ion Single-handed excavator machinist / Ungureanu Ion Single-handed excavator machinist / Lupașcu Republic of Moldova Single-handed excavator Moldova Single-handed excavator machinist / Lupașcu Republic of Moldova Single-handed excavator Moldova Single-handed excavator Moldova Single-handed excavator Moldova Single-handed excavator Republic of Moldova Single-handed excavator Moldova Single-handed excavator Republic of Moldova Single-handed excavator Republic of Moldova Single-handed excavator Moldova Single-handed excavator Republic of Moldova Single-handed excavator Republic of Moldova Single-handed excavator Moldova Single-handed excavator Republic of Moldova	Truck driver / Beju Ion		60	_	8/38			
Single-handed excavator machinist / Popa Ion Single-handed excavator machinist / Ungureanu Ion Single-handed excavator machinist / Lupaşcu Iachim Iachim Single-handed excavator machinist / Lupaşcu Iachim Ia		Republic of	61	Professional	3/39			
Single-handed excavator machinist / Popa Ion Single-handed excavator machinist / Ungureanu Ion Single-handed excavator machinist / Lupaşcu Iachim Single-handed excavator machinist / Lupaşcu Iachim Republic of Moldova Single-handed excavator machinist / Lupaşcu Iachim Republic of Moldova Republic of Moldova Republic of Moldova Republic of Moldova Single-handed excavator machinist / Turcan Grigore Electrician-mechanic-Cable / Mamaevski Ivan Electrician-mechanic-Cable / Căciula Anatolii Turner / Covic Pavel Welder / Bejenaru Welding Pavalachi Vladimir Welding plastics / Aftenii Grigorii Republic of Moldova Republic of Moldova Republic of Moldova Republic of Moldova School Republic of Moldova School III/43 ITB1372 Rehabilitation of the water insurance system and repair of the road to the social objects of Bugeac, r. Comrat and the Local sewage and wastewater treatment system from the gymnasium and the house with 12 apartments for families of young specialists St. Cotovscoe r. Comrat / 2 418 538,5 MDA Lot # 2 - ITB17 / 01488: SARD "Creation of the willage to the urban sewage system, Copecac village, UTAG" and Moldova Welding plastics / Aftenii Grigorii Republic of Moldova Welding plastics / Blindu Republic of Moldova Welding plastics / Tirsînă Republic of Moldova Republic of Moldova Republic of Moldova School Professional School 10/40 School 10/4	Truck driver / Guștiuc Ion		57	•	11/36	Lot # 1 - 97628 / SARD /		
machinist / Ungureanu Ion Single-handed excavator machinist / Lupascu Iachim Single-handed excavator machinist / Lupascu Iachim Single-handed excavator machinist / Turcan Grigore Electrician-mechanic-Cable / Madova Electrician-mechanic-Cable / Căciula Anatolii Turner / Covic Pavel Welding Plastics / Aftenii Grigorii Welding plastics / Aftenii Grigorii Welding plastics / Blîndu Edgar Welding plastics / Blîndu Welding plastics / Bobeica Andrei Welding plastics / Blîndu Welding plastics / Bobeica Andrei Moldova Republic of Moldova Sochool Professional school Sochool Professional school Sochool Professional school Sochool Professional school Professional		Republic of	21	Professional	2/3	ITB1372 Rehabilitation of		
machinist / Lupaşcu IachimRepublic of Moldova35Professional school3/12treatment system from the gymnasium and the house with 12 apartments for families of young specialists St. Cotovscoe r. Comrat / 2GrigoreRepublic of Moldova25Professional school2/5St. Cotovscoe r. Comrat / 2Electrician-mechanic- Cable / Mamaevski IvanRepublic of Moldova60Professional school11/42Lot # 2 - ITB17 / 01488:Turner / Covic PavelRepublic of MoldovaRepublic of MoldovaProfessional schoolLot # 2 - ITB17 / 01488:Welder / BejenaruRepublic of VeaceslavProfessional school2/5SARD "Creation of the population's access from the village to the urban sewage system. Copeac village, UTAG" andWelding plastics / Aftenii GrigoriiRepublic of MoldovaProfessional school10/25Sewage system. Copeac village, UTAG" and Construction of a new water source for the localities and welding plastics / MoldovaWelding plastics / Bobeica AndreiRepublic of MoldovaProfessional school1/1SoloolWelding plastics / Bobeica AndreiRepublic of MoldovaProfessional school1/1SoloolWelding plastics / Bobeica AndreiRepublic of MoldovaProfessional school1/1SoloolWelding plastics / Bobeica AndreiRepublic of 	Single-handed excavator 		29	_	3/10	and repair of the road to the social objects of Bugeac, r.		
machinist / Turcan Grigore Republic of Moldova School Republic of School Republic of Cable / Mamaevski Ivan Electrician-mechanic-Cable / Mamaevski Ivan Electrician-mechanic-Cable / Căciula Anatolii Turner / Covic Pavel Republic of Moldova Republic of Moldova Welder / Bejenaru Veaceslav Gas welding / Pavalachi Vladimir Welding plastics / Aftenii Grigorii Welding plastics / Blîndu Edgar Welding plastics / Welding plastics / Republic of Moldova Republic of Moldova Republic of Moldova School Republic of Moldova School Republic of Moldova Republic of Moldova Welding plastics / Republic of Moldova Republic of Moldova Welding plastics / Republic of Moldova Republic of Moldova Welding plastics / Republic of Moldova Republic of Moldova Welding plastics / Republic of Moldova Welding plastics / Republic of Moldova Republic of Moldova Welding plastics / Republic of Moldova Welding plastics / Republic of Moldova Welding plastics / Republic of Moldova Republic of Moldova Welding plastics / Republic of Moldova R	machinist / Lupașcu		35	•	3/12	treatment system from the		
Cable / Mamaevski Ivan Electrician-mechanic- Cable / Căciula Anatolii Turner / Covic Pavel Republic of Moldova Moldova Republic of Moldova Republic of Moldova Republic of Moldova Welder / Bejenaru Veaceslav Moldova Gas welding / Pavalachi Vladimir Welding plastics / Aftenii Grigorii Welding plastics / Blîndu Edgar Welding plastics / Bobeica Andrei Moldova Moldova Moldova Moldova Moldova Moldova Professional School Professional School Professional School Moldova Professional School Moldova Professional School Moldova Moldova Moldova Moldova Professional School Moldova Moldova Moldova Moldova Professional School Moldova Moldova Moldova Moldova Moldova Professional School Moldova Moldova Moldova Moldova Moldova Professional School Moldova Moldova Moldova Professional School Moldova Moldova Moldova Moldova Moldova Professional School Moldova M	machinist / Țurcan		25		2/5	families of young specialists St. Cotovscoe r. Comrat /2		
Electrician-mechanic- Cable / Căciula Anatolii Moldova 60 Professional school 11/43			59	•	11/42	418 538,5 MDA		
Turner / Covic Pavel Republic of Moldova School 1/45 Welder / Bejenaru Republic of Veaceslav Moldova School Professional School 2/5 Gas welding / Pavalachi Moldova School Scho	Electrician-mechanic-	Republic of	60	Professional	11/43			
Welder / Bejenaru VeaceslavRepublic of Moldova27Professional school2/5population's access from the village to the urban sewage system, Copceac village, UTAG" andGas welding / Pavalachi 		Republic of	62	Professional	1/45			
Gas welding / Pavalachi Republic of Vladimir Moldova School 10/25 Sewage system, Copceac village, UTAG" and Welding plastics / Aftenii Republic of Grigorii Moldova Moldova Moldova 19 Professional School 10/40 Construction of a new water source for the localities and welding plastics / Blîndu Republic of Moldova 19 Professional School 1/1 Moldova 1/1 Moldova 1/2 Moldov		Republic of	27	Professional		population's access from		
Welding plastics / Aftenii Republic of Grigorii Republic of Moldova Welding plastics / Blîndu Republic of Moldova Welding plastics / Blîndu Republic of Moldova Welding plastics / Republic of Bobeica Andrei Welding plastics / Tîrsînă Republic of Moldova Republic of Moldova Professional School Professional School Professional School Professional School Professional School Professional School All Construction of a new water source for the localities and schools in the profession of king with Characteristics of the localities and schools in the profession of king with Characteristics of the localities and school with the profession of king with Characteristics of the localities and school with the profession of king with Characteristics of the localities and water source for the localities and water sou	Gas welding / Pavalachi	Republic of	51	Professional	10/25	sewage system, Copceac		
Welding plastics / Blîndu Republic of Moldova Welding plastics / Republic of Bobeica Andrei Welding plastics / Tîrsînă Republic of Moldova Republic of Moldova Professional School Professional School Professional School Professional School Professional School Professional School Welding plastics / Tîrsînă Republic of Moldova Professional School Professional School Moldova Moldova Professional School Moldova Professional School	Welding plastics / Aftenii	Republic of	63	Professional	10/40	Construction of a new water		
Welding plastics / Republic of Bobeica Andrei Welding plastics / Moldova Republic of Moldova Professional School School Professional School Welding plastics / Tîrsînă Republic of 30 Professional 30 Pr	Welding plastics / Blîndu	Republic of	19	Professional	1/1	kine promision of		
Welding plastics / Tîrsînă Republic of 30 Professional 2/10 3 - ITB 17 01 88:	Welding plastics /	Republic of	43	Professional	5/21	Switer, Chirsova Gage.,		
			30		2/10	- 178 17 01 88:		

Electric welding machine for manual welding / Iachim Vitalie	Republic of Moldova	35	Professional school	7/25	the sewage system with the connection to the treatment plant and the objects of
Electric welding machine for manual welding , Electro-gas / Doaga Nicolai	Republic of Moldova	42	Professional school	8/22	social purpose, Budăi village, r. Taraclia" and "Construction of a new public source of drinking
Electro-gas / Babei Petru	Republic of Moldova	35	Professional school	3/16	water, Chiriet Lunga village, UTAG " / 3 0974 468,11MDA
Electro-gas /Hincota Oleg	Republic of Moldova	43	Professional school	5/20	The drinking water supply
Plumber-installer sanitary engineering / Tcacenco Igor	Republic of Moldova	38	Professional school	3/13	system in Tabăra village, Orhei district / 5 662 214
Plumber-installer sanitary engineering / Coptu Cătălin	Republic of Moldova	18	Professional school	3/3	Energy rehabilitation of the building Public Institution
Outer pipe fitter, Plumber-installer sanitary engineering/ Calestru Ion	Republic of Moldova	37	Professional school	11/15	Mircea Bologa Gymnasium in Parcova village, Edinet district / 1 221 294 MDA
Outer pipe fitter, Plumber-installer sanitary engineering / Iorga Vasile	Republic of Moldova	32	Professional school	7/12	Repair of the "Andries" kindergarten in Parcova village with the change of
Carpentry in constructions / Leca Gheorghe	Republic of Moldova	50	Professional school	10/32	carpentry, thermal insulation of the facade, installation of the thermal
Carpentry in constructions / Leca Nicolae	Republic of Moldova	52	Professional school	3/30	power plant on biomass and installation of the heating system / 1 672 579 MDA
Carpentry in constructions / Tulbure Grigorii	Republic of Moldova	30	Professional school	3/7	Expansion of the sewerage network of the city of
Carpentry in constructions / Vasiliev Ion	Republic of Moldova	49	Professional school	2/26	Ceadîr-Lunga - Lot 2-4 / 9 128 411,2 MDL
Masonry / Dzubeţchi Serghei	Republic of Moldova	59	Professional school	2/38	Construction work on "Canalization of Hulboaca
Plasterer / Doncilă Gheorghe	Republic of Moldova	47	Professional school	6/27	village, Grătiești comm., Chisinau municipality" / 5 010 034,8 MDL
Plasterer / Leca Alexei	Republic of Moldova	50	Professional school	6/29	Construction of water supply networks Kiriet
Plasterer / Leca Andrei	Republic of Moldova	46	Professional school	6/28	Lunga, Chadyr Lunga District / 3 239 557 MDA
Plasterer / Rusu Nicolae	Republic of Moldova	50	Professional school	10/25	Gratuction works for the
Plasterer / Vasiliev	Republic of	52	Professional	2/28/11	r supply system of some
Pantelimon Others responsible for	Moldova		school	"VALE	Igna 75 701 689 MDL
Assistant worker / Rotar Olexandru	Republic of Moldova	41	Middle s ehoid • =	3 2 3 10 70	096000005
Assistant worker / Boian Ştefan	Republic of Moldova	28	Middle school	1/6	Installation work on the C2 rainwater sewerage

		_			
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Assistant worker / Buinovschii Maxim	Republic of Moldova	32	Middle school	8/12	columns C2, the internal faecal sewerage columns
Assistant worker / Leca Mihail	Republic of Moldova	59	Middle school	1/34	C1, the inner aqueduct A1 (cold water), the inner
Assistant worker / Savin Mihail	Republic of Moldova	31	Middle school	2/10	aqueduct T3 (hot water), the external faecal
Assistant worker / Sîrghi Georghe	Republic of Moldova	28	Middle school	2/10	sewerage, the external aqueduct, the heating
Assistant worker / Caraman Vasile	Republic of Moldova	29	Middle school	2/8	system and the installation of boilers (beneficiary
Assistant worker / Cazac Sergiu	Republic of Moldova	38	Middle school	3/14	boilers)) to residential blocks 1-7 with
Assistant worker / Ţurcan Constantin	Republic of Moldova	57	Middle school	1/27	underground car parking on P. Ungureanu street 1A
Assistant worker / Socolovschi Valeriu	Republic of Moldova	46	Middle school	1/28	/ 5 720 408,14 MDA
Assistant worker / Nistorica Vasile	Republic of Moldova	41	Middle school	1/18	Construction work for the water supply and sewerage
Assistant worker / Bordos Constantin	Republic of Moldova	27	Middle school	1/8	system in Bursuc village, Nisporeni district / 5 895
					695 MDA

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





SECTION 4 FORM 4.6.1.3 PROFESSIONAL EXPERIENCE OF KEY STAFF CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

Surname: *Turcan* Name: *Anatolii*

3. Date and place of birth: 18 February 1963, village Zorile, district of Orhei, Republic of Moldova

4. Nationality: Republic of Moldova

5. Civil status: *Married*

Address (phone/fax/e-mail): street. Radautanu no. 2, City. Codru, Republic of Moldova

6. Education:

Institutions:	Technical University of Moldova
Date:	1984-1990
From (month/year)	September 1990
To (month/year)	February 1984
Degree or qualification:	Graduate of the "Construction and Civil Engineering" specialty
Institutions:	The College of Construction, Chisinau city
Date:	1978-1982
From (month/year)	September 1978
To (month/year)	February 1982
Degree or qualification:	Specialized studies in the field of construction

7. Language skills

Indicate on a scale of 1 to 5 (1 — excellent; 5 — basic):

Language	Level	Passive	Spoken	Written
Romanian	Mother tongue			
Russian		1	1	1

8. Membership of professional bodies:

- ✓ *communication skills within the construction site*
- ✓ reading and knowledge skills of projects and regulations in constructions
- ✓ teamwork skills
- ✓ working skills under stressful conditions

9. Other skills (e.g. computer literacy):

- ✓ nivel superior de utilizare a instrumentelor Microsoft Office ™ (Word, Excel, II)
- ✓ high level of use of web browsing tools (Internet Explorer)

10. Current position:

Technical Director "VALDCONGRUP" L.L.C.

11. Years of professional experience:





From 1984 to the present

12. Key qualifications:

Certified Engineer

- ✓ Civil, industrial and agrozootechnical constructions, Certificate No.0622 from October 17, 2019
- ✓ Specialized works: Water supply and sewerage systems and networks, Heating systems and networks, Ventilation and air conditioning systems, Certificate No.0228 from October 16, 2019

13. Specific experience in non-industrialised countries:

Country	Date: from (month/year) to (month/year)	Name and brief description of the project
Republic of Moldova	jan 2019 - may 2019	Construction of sewerage system in Bugeac village, Comrat district
Republic of Moldova	dec 1018- oct 2019	Drinking water supply system in Tabăra village, Orhei district
Republic of Moldova	apr 2018- nov 2018	Construction work for the water supply and sewerage system in Bursuc village, Nisporeni district
Republic of Moldova	june 2017- aug 2017	Lot # 3 - ITB17 / 01488: SARD "The construction of the sewage system with the connection to the treatment plant and the objects of social purpose, Budăi village, r. Taraclia" and "Construction of a new public source of drinking water, Chiriet Lunga village, UTAG"
Republic of Moldova	june 2017 - sept 2018	Lot #2 - ITB17 / 01488: SARD "Creation of the population's access from the village to the urban sewage system, Copceac village, UTAG" and Construction of a new water source for the localities and the provision of kindergartens and schools in the village with drinking water, Chirsova village., UTAG
Republic of Moldova	dec 2016 - apr 2017	Lot # 1 - 97628 / SARD / ITB1372 Rehabilitation of the water insurance system and repair of the road to the social objects of Bugeac, r. Comrat and the Local sewage and wastewater treatment system from the gymnasium and the house with 12 apartments for families of young specialists St. Cotovscoe r. Comrat
Republic of Moldova	jan 2016 - may 2017	Construction works for the water supply system of some sectors in the village of Ignăței, r. Rezina
Republic of Moldova	nov 2016 - feb 2019	Construction work on "Canalization of Hulboaca village, Grătiești comm., Chisinau municipality"
Republic of Moldova	oct 2013 - nov 2018	Construction of the aqueduct in the villages of Bleseni, Volodeni, Edinet district

14. Professional experience:

Date: from (month/year) to (month/year)	2009- present S.R.L. "VALDCONGRUP"
Place	Republic of Moldova, Chisinau municipal (12 Uzinelo 13 injet)
Company/organisation	Valdcongrup L.L.C.
Position	Technical Director

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Job description	Civil, industrial and agrozootechnical constructions Specialized works: Water supply and sewerage systems and networks, Heating systems and networks, Ventilation and air conditioning systems
Date: from (month/year) to (month/year)	1989-2008
Place	Republic of Moldova, Chisinau municipality, 171 Uzinelor street
Company/organisation	PLAI-DAD S.A.
Position	Site managers in the construction-assembly sector
Job description	Civil, industrial and agrozootechnical constructions
Date: from (month/year) to (month/year)	1984-1989
Place	Republic of Moldova, Chisinau municipality, 3 Gheorghe Tudor street
Company/organisation	Direcția de reparație și construcției a Ministerului de Deservire Socială
Position	Site managers in the construction-assembly sector
Job description	Civil, industrial and agrozootechnical constructions

15. Others: Member of the amateur football team "VALDCONGRUP"

15a. Publications and seminars: *Not*

15b. References: Not

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





FORM 4.6.1.3 PROFESSIONAL EXPERIENCE OF KEY STAFF CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

Surname: *Turcan* Name: *Denis*

3. Date and place of birth: 11 April 1987, Chisinau city, Republic of Moldova

4. Nationality: Republic of Moldova

5. Civil status: *Married*

Address (phone/fax/e-mail): street. Radautanu no. 2, City. Codru, Republic of Moldova

6. Education:

Institutions:	State University of Moldova	
Date:	2008-2010	
From (month/year)	September 2008	
To (month/year)	February 2010	
Degree or qualification:	Master's degree in "Banking Administration"	
Institutions:	State University of Moldova	
Date:	2005-2008	
From (month/year)	September 2005	
To (month/year)	February 2008	
Degree or qualification:	Bachelor of Finance and Banking	

7. Language skills

Indicate on a scale of 1 to 5 (1 — excellent; 5 — basic):

Language	Level	Passive	Spoken	Written
Romanian	Mother tongue			
English		1	1	1
Russian		1	1	1

8. Membership of professional bodies:

- ✓ *communication skills within the construction site*
- ✓ reading and knowledge skills of projects and regulations in constructions
- ✓ teamwork skills
- ✓ working skills under stressful conditions

9. Other skills (e.g. computer literacy):

- ✓ high level of use of the tools for drawing up currencies (WinSmeta)
- ✓ nivel superior de utilizare a instrumentelor Microsoft Office ™ (Word, Excel,
- ✓ high level of use of web browsing tools (Internet Explorer)

10. Current position:

Director "VALDCONGRUP" L.L.C.

11. Years of professional experience:

From 2008 to the present





12. Key qualifications:

✓ Estimated cost

Domains: D. Development of quotations: Expenditure estimates. Certificate No.161 from September 15, 2016

13. Specific experience in non-industrialised countries:

Country	Date: from (month/year) to (month/year)	Name and brief description of the project
Republic of Moldova	jan 2019 - may 2019	Construction of sewerage system in Bugeac village, Comrat district
Republic of Moldova	dec 1018- oct 2019	Drinking water supply system in Tabăra village, Orhei district
Republic of Moldova	apr 2018- nov 2018	Construction work for the water supply and sewerage system in Bursuc village, Nisporeni district
Republic of Moldova	june 2017- aug 2017	Lot # 3 - ITB17/01488: SARD "The construction of the sewage system with the connection to the treatment plant and the objects of social purpose, Budăi village, r. Taraclia" and "Construction of a new public source of drinking water, Chiriet Lunga village, UTAG"
Republic of Moldova	june 2017 - sept 2018	Lot #2 - ITB17 / 01488: SARD "Creation of the population's access from the village to the urban sewage system, Copceac village, UTAG" and Construction of a new water source for the localities and the provision of kindergartens and schools in the village with drinking water, Chirsova village., UTAG
Republic of Moldova	dec 2016 - apr 2017	Lot # 1 - 97628 / SARD / ITB1372 Rehabilitation of the water insurance system and repair of the road to the social objects of Bugeac, r. Comrat and the Local sewage and wastewater treatment system from the gymnasium and the house with 12 apartments for families of young specialists St. Cotovscoe r. Comrat
Republic of Moldova	jan 2016 - may 2017	Construction works for the water supply system of some sectors in the village of Ignăței, r. Rezina
Republic of Moldova	nov 2016 - feb 2019	Construction work on "Canalization of Hulboaca village, Grătiești comm., Chisinau municipality"
Republic of Moldova	oct 2013 - nov 2018	Construction of the aqueduct in the villages of Bleseni, Volodeni, Edinet district

14. Professional experience:

Date: from (month/year) to (month/year)	2009- present
Place	Republic of Moldova, Chisinau municipality, 171/2 Uzinelor street
Company/organisation	Valdcongrup L.L.C.
Position	Director
Job description	Director, general manager of the company Valder up L.L.C.
Date: from (month/year) to (month/year)	2008-2009
Place	Republic of Moldova, Chisinau municipality, 171 Organia
Company/organisation	Î.M. "Ancaro-S.V." L.L.C



Ī	Position	Currency engineer
	Job description	Elaborator de Devize

15. Others: Member of the amateur football team "VALDCONGRUP"

15a. Publications and seminars: Not

15b. References: Not

Signature: ȚURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





SECTION 4 FORM 4.6.1.3 PROFESSIONAL EXPERIENCE OF KEY STAFF CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

Surname: Ceban
 Name: Igor

3. Date and place of birth: 09 August 1989, village Glodeni, district of Balti, Republic of Moldova

4. Nationality: Republic of Moldova

5. Civil status: *Married*

Address (phone/fax/e-mail): street. Codrilor no. 8/5, City. Chisinau, Republic of Moldova

6. Education:

Institutions:	Technical University of Moldova
Date:	2006-2010
From (month/year)	September 2006
To (month/year)	July 2010
Degree or qualification:	Graduate of the "Construction and Civil Engineering" specialty

7. Language skills

Indicate on a scale of 1 to 5 (1 — excellent; 5 — basic):

Language	Level	Passive	Spoken	Written
Romanian	Mother tongue			
Russian		1	1	1
English		3	5	4
Ukranian		3	3	3

8. Membership of professional bodies:

- ✓ reading and knowledge skills of projects and regulations in constructions
- **✓** working skills under stressful conditions

9. Other skills (e.g. computer literacy):

- ✓ high level of use Microsoft Office / OpenOffice ™ (Word, Excel, PowerPoint, Access) Adobe (Photoshop, Illustrator, Indesign) Autodesk (Autocad, Maya), Winsmeta, Windoc Deviz,
- ✓ high level of use of web browsing tools
- ✓ Beginner programming C#, Python, SQL DataBase, Reverse engineering, OS Windows, OS Linux, GIT
- ✓ Artistic drawing in pencil

10. Current position:

Engineer in "VALDCONGRUP" L.L.C.

11. Years of professional experience:

From 2010 to the present

12. Key qualifications:





✓ Estimated cost Developed by currency (elaborator de devize), Certificate No.099 from November, 2019

13. Specific experience in non-industrialised countries:

Country	Date: from (month/year) to (month/year)	Name and brief description of the project
Republic of Moldova	april 2012-2013	Construction of the housing block on the str. Paris 3/4, Chisinau district
Republic of Moldova	july 2013-2015	Construction of the housing block on the str. N. Dimo 4/1, Chisinau district
Republic of Moldova	september 2015- december 2016	Construction of the housing block on the str. Codrilor 8/5, Chisinau district
Republic of Moldova	jan 2019 - may 2019	Construction of sewerage system in Bugeac village, Comrat district
Republic of Moldova	dec 2018- oct 2019	Drinking water supply system in Tabăra village, Orhei district

14. Professional experience:

Date: from (month/year) to (month/year)	2012- 2018
Place	Republic of Moldova, Chisinau municipality, 171/2 Uzinelor street
Company/organisation	SA Orizont
Position	Engineer
Job description	Make technical draw, calculation work with project company

Date: from (month/year) to (month/year)	2018-present
Place	Republic of Moldova, Chisinau municipality, 171/2 Uzinelor street
Company/organisation	Valdcongrup L.L.C.
Position	Engineer for project and calculation
Job description	Civil constructions

15. Others: I can play some songs on the guitar

15a. Publications and seminars: Not

15b. References: Not

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





SECTION 4 FORM 4.6.2 PLANT

Plant proposed and available for implementation of the contract¹

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in euro or national currency
A)	CONSTRUCTION PLANT						
	Angle grinder Hitachi G 23SW2		1	2018	100 % (O)	China	6 000,00 MDL
	Angle grinder Makita, Bosch		1	2018	100 % (O)	Germany	6500,00
	Angle grinder Stark AG2500		1	2017	100 % (O)	China	7200,00
	Angle grinder Stark AG750		1	2017	100 % (O)	China	5850,00
	Angle grinder Stark AG850R		1	2017	100 % (O)	China	6120,00
	Asphalt cutting machine FUBAG Ranger 450		1	2004	100 % (O)	China	30000,00
	Asphalt cutting machine GDE30-17		1	2004	100 % (O)	Germany	35 000,00 MDL
	Betoniera 0.33		1	2018	100 % (O)	Republic of Moldova	9 583,33 MDL
	Bitumen smelter		1		100 % (O)	Republic of Moldova	1 500,00 MDL
	Chewing hand TC- MX14002E		1	2016	100 % (O)	China	6 500,00 MDL
	Compaction foot		1	2018	100 % (O)	Germany	28 500,00 MDL
	Compactor hob Lombardini		1	2002	100 % (O)	Germany	25 740,00 MDL
	Compactor plate CF Hd		1	2018	100 % (O)	Germany	27 419,00 MDL
	Compresor		1	2003	100 % (O)	Russia	38000,00
	Compressor, 8atm		1	2018	100 % (O)	China	4 200,00 MDL
	Concrete 0.25		1	2018	100 % (O)	Republic of Moldova	8 750,00 MDL
	Concrete 0.25		1	2019	100 % (O)	Resident	P.L. 9 33 MDL
	Current generator 6.8 kW Farmer FAG 6500		1	2010	100.%(0)	Page 1000	25 000 00 MDL
	Diamond drilling machine Cedima C-BMH-160		1	2017	100%(0)	China	2000,00 MDL

¹ Not all the plant owned by the company.



Drill Motor C-BMH-160		1	1986	100 % (O)	Russia	30 416,67 MDL
Drilling machine Einhell TC- ID 720E		1	2016	100 % (O)	China	2 200,00 MDL
Drilling machine Hitachi DS 18DBSL		1	2018	100 % (O)	China	2 422,00 MDL
Drilling machine Makita, Bosch		1	2018	100 % (O)	China	2 600,00 MDL
Drilling plant KAMAZ ORB 2.5		1	1994	0 % (H)	Russia	-
Drilling plant URAL ORB 2.5		1	1987	0 % (H)	Russia	-
Drilling plant URAL ORB 3AM		1	1986	0 % (H)	Russia	-
Electric pump		1	2008	100 % (O)	China	3 200,00 MDL
Electric tile cutter 900W		1	2018	100 % (O)	China	6 525,17 MDL
End-to-end PE welding machine Techodue PT160		1	2010	100 % (O)	Italy	65 000,00 MDI
Generator Generator Group DWG 4.2		1	2010	100 % (O)	China	12 083,33 MDI
Generator GT 25-17		1	2012	100 % (O)	China	30 000,00 MDI
Generator SPG6500 5.0 kw petrol		1	2014	100 % (O)	China	8 196,58 MDL
Hammer drill Makita, Bosch		1	2018	100 % (O)	China	2 300,00 MDL
Hammock of abbots Hilti TE 6-A36		1	2018	100 % (O)	China	3200,00
Hammock of abbots Stark RH 1110		1	2017	100 % (O)	China	3 300,00 MDL
Hammock of abbots Stark RH 1350		1	2017	100 % (O)	China	3300,00
High pressure pipe welding machine Basic 160V1		1	2014	100 % (O)	Italy	74 660,25 MDI
Laser level for tile Bosh plt-2		1	2016	100 % (O)	Germany	10 000,00 MDI
Level meter 2H-10KЛ		1	2008	100 % (O)	Russia	8 200,00 MDL
Level meter 3H-5Л		1	2009	100 % (O)	Russia	8500,00
Level meter H3-3		1	2008	100 % (O)	Russia	9100,00
Leveling brace Bosch GR500		1	2017	100 % (O)	Germany	10 000,00 MDI
Leveling brace Kapro 603- 5M		1	2017	100 % (O)	China	9 500,00 MDL
Leveling brace PH3-3000C		1	2015	100 % (O)	China	9 820,00 MDL
Machine for welding solder Basic 315 -vi-2		1	2017	100 % (O)	Italy	100 687 19 MD
Metal formwork	500 m2		-	100 % (O)	Republic Leading of Molday and Mo	50 000,00 100 "VALDCONGRUP"
More mechanical		1	2007	100 % (O)	Chind Z	3,45 000,00 B
Motoburghiu STIHL BT130		1	2018	100 %(0)	German	0°788 60 NN 1
Odometer Silverline		1	2018	100 %(0)	China	* 5000 00
Perforator HR 2450		1	2017	100 % (O)	China	7 980,00 MDL



<i>C</i>)	OTHER PLANT				6	Fig. S.	09800000000000000000000000000000000000
		7		200	()	- 4 98	
	Truck MAN8163	5,5 t	1	2000	100 % (O)	121()/000 (65.44)	DCONGRUBG 57 MDL
	Tilting Man TGL 8.180	7,5 t	1	2011	100 % (O)	Germeny	*451 07 Z6 MDI
	Tilting Iveco-Ford	18 t	1	2002	100 % (O)	Enkles det	91 97 18 MDL
	Propelled Mercedes -Benz Axor 2528	26 t	1	2005	100 % (O)		522 058,11 MDI
	Excavator TEREX HR18	5 t	1	2004	100 % (O)	England	357 735,05 MDI
	Excavator Caterpillar 432E	10,7 t	1	2007	100 % (O)	Germany	658 159,21 MDI
	Excavator Caterpillar 432 E C Social	10,7 t	1	2011	100 % (O)	Germany	954 814,00 MD
	Excavator Cat 307 C 2017	8,3 t	1	2017	100 % (O)	Germany	493 149,87 MD
	Excavator Cat 307 C	8,3 t	1	2008	100 % (O)	Germany	577 773,48 MD
	Excavator CAT 305D	5,1 t	1	2010	100 % (O)	Germany	520 598,73 MD
	Crane Zil ГЯ 133		1	1988	0 % (H)	Russia	_
	Bus Mercedes Sprinter 311 CDI	2,5 t	1	2006	0 % (H)	Germany	-
	Bus Mercedes Sprinter 213 CDI	2,5 t	1	2002	0 % (H)	Germany	-
)	VEHICLES AND TRUCKS						
	Basic VEHICLES AND						
	Welding machine with electrofusion Ritmo 355		1	2017	100 % (O)	Italy	8 000,00 MDL
	electrofusion		1	2010	100 /0(0)	Germany	0 000,00 MDL
	Welding machine with		1	2018	100 % (O)	Germany	8 000,00 MDL
	Welding apparatus		1	2017	100 % (O)	Turkey	2 850,00 MDL
	Vibrator SRV300		1	2018	100 % (O)	Germany	42 299,05 MDI
	Vertical saw Bosch PST 650		1	2017	100 % (H)	China	5 800,00 MDL
	Control Unit 0.5 HP A / P2005 Italy no. 052600021		1	2017	100 % (O)	Italy	32 000,00 MDI
	Tray welding machine Model		I	2013	100 % (H)	Cnina	0,500,00
-	Tile cutter 600 mm Tile cutter 750 mm		1 1	2016	100 % (H) 100 % (H)	China China	8500,00 MDL
	TR201E Tile cutter 600 mm		1	2015	100 % (O)	China	6 701,00 MDL 6 820,00 MDL
	Tile and tile cutting machine		1	2015	, ,	Clair	
	Teodolit		1	2017	100% (O)	China	8 200,00 MDL
	Telemeter Bosch		1	2017	100 % (O)	China	6 500,00 MDL
	12-2 Li-Ion Spoate level		1 1	2017	100 % (O) 100 % (O)	China China	1 500,00 MDL 1 500,00 MDL
	Screwing machine Stark CD						•
	Scissors - Guillotine		1	1987	100 % (O)	Russia	8 333,33 MDL
	Scaffolding	700 m2		2010	100 % (O)	Italy	100 000,00 MD
	Rotary hammer TC-RH900		1	2016	100 % (O)	Germany	7 000,00 MDL
	Plastering machine Mondial Rotary hammer GBH11		1 1	2010 2015	100 % (O) 100 % (O)	Italy Germany	100 000,00 MD. 12 969,17 MDI

VALDCONGRUP	

Buildings	2 226,9 m2	2019	100 % (O)	Republic of Moldova	1 058 620,13 MDL
Land without construction	4 727,0 m2	2019	100 % (O)	Republic of Moldova	2 549 065,00 MDL
TOTAL					9 360 738,27 MDL

Signature: ȚURCAN Denis

 $(person(s)\ authorised\ to\ sign\ on\ behalf\ of\ the\ tenderer)$





SECTION 4 FORM 4.6.3 WORK PLAN AND PROGRAMME

- 4.6.3.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).
- 4.6.3.2 Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing relevant activities, dates, allocation of labour and plant resources, etc.

4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

Work intended to be subcontracted	Name and details of subcontractors	Value of subcontracting as percentage of the total cost of the project	Experience in similar work (details to be specified)
None	None	None	None
		6 (- 3	

Signature: ȚURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





SECTION 4 FORM 4.6.4 EXPERIENCE AS CONTRACTOR

4.6.4.1 List of contracts of similar	nature and sc	ale perform	ned during th	e past e	ight years		
Name of project/type of works	Total value of works the Contractor was responsible for ^{2 (MDL)}	Period of contract	Start date	Perc enta ge of work s com plete d	Contracting authority and place	Prime contract or (P) or subcontractor (S)	Final acce ptanc e issue d? - Yes - Not yet (curr ent contr acts) - No
A) In home country							
Construction of the water network and the platform of the water tower in Mircești village, Boghenii Noi commune, Ungheni district	2 526 164,00	12 months	February 20, 2020	10%	Boghenii Noi City Hall, Ungheni district	Prime contract or (P)	Not yet
Reconstruction works of the headquarters of the ground operating point SMURD from Ungheni city, Republic of Moldova	8 105 928,00	14 months	February 27, 2020	20%	General Inspectorate for Emergency Situations of the Ministry of Internal Affairs, Republic of Moldova	Prime contract or (P)	Not yet
Reconstruction works of the Regional Assistance Center for Victims of Domestic Violence in Gagauzia ATU	2 927 088,00	6 months	June 25, 2019	100 %	UNDP MAGOERE LIM S.R.L. Republic of "VALDCONG	RUP" RUP"	Yes
Restoration and extension of the water supply system in Coșnița commune, Dubăsari district	1 528 440,00	5 months	March 13, 2019	/1 00 %	Reviolation Moldon de	ink Fesigract or (P)	Yes



Construction of a sewage system in the village of Budzhak	3 809 767,00	4 months	January 14, 2019	100 %	UTA Executive Committee Gagauzia, UTAG Republic of Moldova	Prime contract or (P)	Yes
The drinking water supply system in the village of Tabăra, Orhei district	5 662 212,00	10 months	December 19, 2018	100 %	Vatici City Hall, Orhei district	Prime contract or (P)	Yes
Lucrări de reparație capitală a construcțiilor, existente ale Unității Militare 1003 a DTC al MAI din str. Ștefan cel Mare și Sfînt, 140 A, mun. Bălți, (etapa I) Bloc A (acoperiș: fațada)	3 043 025,00	7 months	August 22, 2018	100 %	Department of Carabinieri Troops, Gh. Asachi street, 65, Chisinau city	Prime contract or (P)	Yes
Capital repair works of the roofs of the building of the National Philharmonic "Serghei Lunchevici" from Mitropolit Varlaam str., 78, Chisinau municipality	1 648 027,00	4 months	August 22, 2018	100	"Serghei Lunchevici" National Philharmonic, Mitropolit Varlaamstreet, 78, Chisinau city	Prime contract or (P)	Yes
Construction of water supply and sewerage network in Carabetovca village, Basarabeasca	24 450 085,00	24 months	August 7, 2018	75%	Carabetovca City Hall, Basarabeasca district	Prime contract or (P)	Not y et
Construction of water supply networks Kiriet Lunga, Chadyr Lunga District	3 239 557,00	6 months	June 12, 2018	100 %	Î.S. SUD-A- CON, UTAG Republic of Moldova	Prime contract or (P)	Yes
Construction work for the water supply and sewerage system in Bursuc village, Nisporeni district	5 895 695,00	9 months	April 10, 2018	100 %	Bursuc City Hall, Nisporeni district	Prime contract or (P)	Yes
Reconstruction of the building of the City Hall of Bubuieci	2 361 281,00	4 months	September 8, 2017	100 %	Bubuieci City Hall, Chisinau district	Prime contract or (P)	Yes
Lot # 2 - ITB17 / 01488: SARD "Creation of the population's access from the village to the urban sewage system, Copceac village, UTAG" and Construction of a new water source for the localities and the provision of kindergartens and schools in the village with drinking water, Chirsova village., UTAG	3 510 259,42	4 months	June 7, 2017	100 %		S.R.Prim ONGRUPEL SECTION OF (P)	Yes



Lot # 3 - ITB17 / 01488: SARD "The construction of the sewage system with the connection to the treatment plant and the objects of social purpose, Budăi village, r. Taraclia" and "Construction of a new public source of drinking water, Chiriet Lunga village, UTAG"	3 098 316,11	4 months	June 7, 2017	100 %	UNDP, Moldova, UTAG Republic of Moldova	Prime contract or (P)	Yes
Installation work on the C2 rainwater sewerage columns C2, the internal faecal sewerage columns C1, the inner aqueduct A1 (cold water), the inner aqueduct T3 (hot water), the external faecal sewerage, the external aqueduct, the heating system and the installation of boilers (beneficiary boilers)) to residential blocks 1-7 with underground car parking on P. Ungureanu street 1A	5 720 408,14	1 year 3 months	March 14, 2017	100 %	Cărpeni SRL, Grenoble street 167/1 din. 137 city of Chisinau	Prime contract or (P)	Yes
Construction works for the water supply system of some sectors in the village of Ignata	5 701 689,00	6 months	January 4, 2017	100 %	Ignatei City Hall, Rezina district	Prime contract or (P)	Yes
Lot # 1 - 97628 / SARD / ITB1372 Rehabilitation of the water insurance system and repair of the road to the social objects of Bugeac, r. Comrat and the Local sewage and wastewater treatment system from the gymnasium and the house with 12 apartments for families of young specialists St. Cotovscoe r. Comrat	2 418 538,50	6 months	December 5, 2016	100 %	UNDP, Moldova, UTAG Republic of Moldova	Prime contract or (P)	Yes
Thermal insulation of the facades, carpentry change and roof repair at Oxentea Gymnasium, Dubăsari district	4 258 315,00	6 months	November 18, 2016	100 %	Oxentea gymnasium, Oxentea village, Dubasari district	Prime contract or (P)	Yes
Construction work on "Canalization of Hulboaca village, Grătiești comm., Chisinau municipality	5 010 034,80	27 months	November 16, 2016	100 %	3	Limination of the Line of the	Yes
Energy rehabilitation of the building Public Institution Mircea Bologa Gymnasium in Parcova village, Edinet district	1 221 294,00	30 months	July 27, 2016	.100 \$%	Parage City Han Bishes	Prime	Yes

Reconstruction of the culture house in Susleni village, Orhei district	2 600 026,00	18 months	May 12, 2016	100 %	Susleni City Hall, Orhei district	Prime contract or (P)	Yes
Capital repair work of the Allergology section	1 793 499,00	7 months	April 4, 2016	100 %	Public Medical- Sanitary Institution "Mother and Child Institute", Burebista Street no. 93, Chisinau city	Prime contract or (P)	Yes
Repair of the facade of the high school hall "Gh. Asachi "and changing windows	3 180 722,00	12 months	November 11, 2015	100 %	Department of Capital Constructions of Chisinau City Hall, 31 August 1989 Street no. 100, Chisinau city	Prime contract or (P)	Yes
Repair works of the administrative hall - maternity	4 291 493,00	7 months	December 31, 2014	100 %	Public Medical- Sanitary Institution "Mother and Child Institute", Burebista Street no. 93, Chisinau city	Prime contract or (P)	Yes
Repair of the "Andries," kindergarten in Parcova village with the change of carpentry, thermal insulation of the facade, installation of the thermal power plant on biomass and installation of the heating system	1 672 579,00	12 months	May 12, 2014	100 %	Parcova City Hall, Edinet district	Prime contract or (P)	Yes
Repair of the "Andries" kindergarten in Parcova village with the change of carpentry, thermal insulation of the facade, installation of the thermal power plant on biomass and installation of the heating system	1 838 124,00	21 months	May 12, 2014	100 %	131-111111	S.R.L. PUBLI	Yes
Construction of the aqueduct in the villages of Bleseni, Volodeni, Edinet district	6 684 738,06	36 months	October . 8, 2013	190 .	Blesky ay Hall, Kan district	Prin(e) *	Yes

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Expansion of the sewerage network of the city of Ceadîr- Lunga - Lot 2-4	9 128 411,20	12 months	September 25, 2013	100 %	"APĂ- TERMO" S.A., Lenin 108 street, city Ceadîr Lunga	Prime contract or (P)	Yes
Interior design of the conference room no. 1 of the National Center for Public Health	1 380 043,00	7 months	April 9, 2013	100 %	National Center for Public Health, G. Asachi Street no. 67A, Chisinau city	Prime contract or (P)	Yes
B) Abroad							

4.6.4.2² Please attach here available references and certificates from the relevant Contracting Authorities

Annex:

- 1. Contract No.F/N of 25.06.2019, the minutes and the recommendation
- 2. Contract No.5 of 19.12.2018, the minutes and the recommendation
- 3. Contract No.10 of 10.04.2018, the minutes and the recommendation
- 4. Contract No.3 of 14.03.2016, the minutes and the recommendation
- 5. Contract for works of 7.06.2017, the minutes and the recommendation (Lot2)

6. Contract for works of 7.06.2017, the minutes and the recommendation (Lot3)

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)

Date: June 6, 2020

S.R.L. "VALDCONGRUP" CO.

² Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.



SECTION 4 FORM 4.6.6

LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last **5 years** or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Year	Ruling FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in euro or NC)
-	None	None	None

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





SECTION 4 FORM 4.6.7 QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

To ensure the quality system Valdcongrup L.L.C., we present the copy of the documents:

- 1. The quality manual
- 2. BS EN ISO 14001: 2015 certified
- 3. BS EN ISO 9001: 2015 certified;
- 4. BS EN ISO 14001: 2015 certified;

5. The opinion of the Technical Supervisory Agency

Signature: TURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





SECTION 4 FORM 4.6.8

ACCOMMODATION FOR THE SUPERVISOR

Please attach sketches and data detailing the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities/breakdown of the overall price.

Valdcongrup L.L.C. is offering you:

- 1. Table 1 piece
- 2. Seat 3 piece
- 3. Wardrobe Ipiece
- 4. Hanger 1 piece
- 5. Air conditioning unit 1 piece
- 6. Computer 1 piece

7. Other objects: paper, ballpoint, calendar.

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)





SECTION 4 FORM 4.6.9 FURTHER INFORMATION

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Valdcongrup L.L.C. will attach the following documents, the copies are signed and the stamp by the Operator

Economic.

- 1. Personnel certification certificate
- 2. Documents providing the fact that "Valdcongrup" L.L.C. is in the possession of the technical equipment necessary for the performance of the contract
- 3. Company Profile "Valdcongrup" L.L.C

Signature: ŢURCAN Denis

(person(s) authorised to sign on behalf of the tenderer)



C/f:1009600000374 **Email:**valdcongrup@gmail.com **Tel:**0 22 428393; 0 78 664664

Fax:0 22 428062

Adresa:str. Uzinelor 171/2, Chișinău, Republica Moldova



CERTIFICATE DE ATESTARE

TEHNICO-PROFESIONALĂ

A DIRIGINȚILOR DE ȘANTIER / SPECIALIȘTILOR CALIFICAȚI





CERTIFICATE DE ATESTARE TEHNICO-PROFESIONALĂ

A DIRIGINȚILOR DE ȘANTIER/PERSONALULUI CALIFICAT

Ca urmare a particpării "Valdcongrup" SRL la procedura de achizție publică, vă prezentăm spre examinare certificatele de atestare tehnico-profesională și a personalului calificat prezentat.

1. Țurcan Anatolii – Diriginte de Șantier. Domeniile: Construcții civile, industriale și agrozootehnice



Figura 1. Vedere față - Legitimație Seria 2019-DŞ, Nr.0622



Figura 2. Vedere spate - Legitimație Seria 2019-DŞ, Nr.0622





Figura 3. Certificat de atestare tehnico-profesională Seria 2019-DŞ, Nr.0622



2. Țurcan Anatolii – Diriginte de Șantier cu executarea lucrărilor specializate și instalațiilor aferente construcțiilor.

Domeniile:

- 1. Instalații și rețele de alimentare cu apă și canalizare;
- 2. Instalații și rețele de încălzire;
- 3. Instalații de ventilare și climatizare.



Figura 4. Vedere față - Legitimație Seria 2019-DLS, Nr.0228

Domeniile:

- 1. Instalații și rețele de alimentare cu apă și canalizare.
- 2. Instalații și rețele de încălzire.
- 3. Instalații de ventilație și climatizare.

Exigențele esențiale: A, B, C, D, E, F.

Figura 5. Vedere spate – Legitimație Seria 2019-DLS, Nr.0228





MOLDOVA

MINISTERUL ECONOMIEI ȘI INFRASTRUCTURII

CERTIFICAT

de atestare tehnico-profesionalà

Seria 2019-DLS

Numărul 0228

Eliberat domnului (doamnei): Turcan Anatolii

Pentru a activa în calitate de: Diriginte cu executarea lucrărilor specializate și instalațiilor aferente construcțiilor

Domeniile:

- 1. Instalații și rețele de alimentare cu apă și canalizare.
- 2. Instalații și rețele de încălzire.
- 3. Instalații de ventilație și climatizare.

Exigențele esențiale:

- A rezistență și stabilitate;
- B siguranță în exploatare;
- C siguranță la foc;
- D igienă, sănătatea oamenilor, refacerea și protecția mediului înconjurător;
- E izolație termică, hidrofugă și economie de energie;
- F protecție împotriva zgomotului,

Data eliberării 16 octombrie 2019

Valabil pînă la 16 octombrie 2024



Svetlana DOGOTARU

Secretar de Stat

"VALDCONGRU

Figura 6. Certificat de atestare tehnico-profesională Seria 2019-DLS, Nr. 0228

3. Zolotcov Anatolie - Diriginte de Santier.



Domeniile:

- 1. Constructii civile, industriale și agrozootehnice
- 2. Construcții rutiere
- 3. Construcții de căi ferate
- 4. Construcții hidrotehnice și pentru înbunătățiri funciare



Figura 7. Certificat de atestare tehnico-profesională Seria 2017-DŞ, Nr.3788

4. Topal Veaceslav - Diriginte de Santier.



Domeniile:

- 5. Construcții civile, industriale și agrozootehnice
- 6. Construcții rutiere:
- a) drumuri și piste de aviație



Figura 8. Certificat de atestare tehnico-profesională Seria 2019-DS, Nr.036



5. Tăvăluc Simion – Diriginte de Şantier cu executarea lucrărilor specializate și instalațiilor aferente construcțiilor.

Domeniile:

- 1. Instalații și rețele electrice;
- 2. Instalații și rețele de încălzire;
- 3. Instalații de ventilare și climatizare.



Figura 9. Vedere față - Legitimație Seria 2017-DLS, Nr.1450

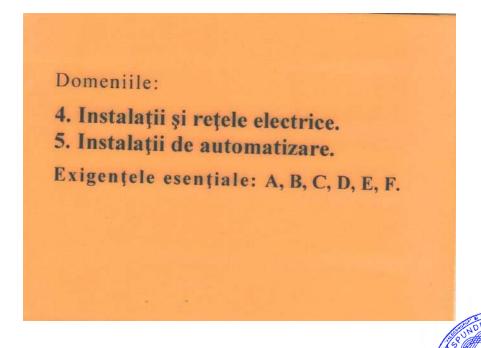


Figura 10. Vedere spate – Legitimație Seria 2017-DLS, Nr.1450

VALDCONGRUP







MOLDOVA

MINISTERUL DEZVOLTĂRII REGIONALE ȘI CONSTRUCȚIILOR

CERTIFICAT

de atestare tehnico-profesională

Seria 2017-DLS

Numărul 1450

Eliberat domnului (doamnei): Tăvăluc Simion

Pentru a activa în calitate de: Diriginte cu executarea lucrărilor specializate și instalațiilor aferente construcțiilor

Domeniile:

- 4. Instalații și rețele electrice.
- 5. Instalații de automatizare.

Exigențele esențiale:

- A rezistență și stabilitate;
- B siguranță în exploatare;
- C siguranță la foc;
- D igienă, sănătatea oamenilor, refacerea și protecția mediului înconjurător;
- E izolație termică, hidrofugă și economie de energie;
- F protecție împotriva zgomotului.

Data eliberării 25 mai 2017

Valabil pînă la 25 mai 2022





Anatol USATÎI

Viceministru



Figura 11. Certificat de atestare tehnico-profesională Sekia 2017-DLS, Nr. 150



6. Botnaru Dumitru – Specialist în domeniul geodeziei, cartografiei, propsecțiunilor topografice și geoinformaticii



Figura 12. Certificat de calificare Serja GC, Nr.0081



7. Turcan Denis – Elaborator de devize

Domeniile:

- 1. D.Elaborarea devizelor: Devize de cheltuieli.
- 2. Certificat privind examinarea cunoștințelor în domeniul protecției muncii și relații de muncă a specialiștilor



Figura 13. Vedere față - Legitimație Seria 2016-D Nr.161

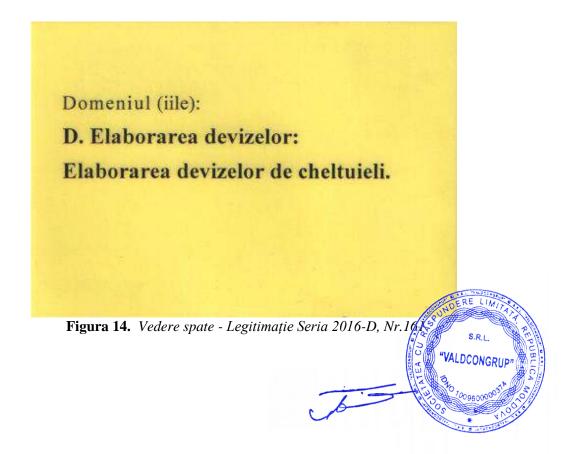






Figura 15. Certificat de atestare tehnico-profesională Seria 2016-D, Nr.161



2. Certificat privind examinarea cunoștințelor în domeniul protecției muncii și relații de muncă a specialiștilor



ÎNTREPRINDEREA DE STAT CENTRUL DE INSTRUIRE ÎN DOMENIUL RELATIILOR DE MUNCĂ

EXTRAS din PROCES-VERBAL Nr. 5

de examinare a cunoștințelor în domeniul securității și sănătății în muncă

6.7 februarie 2 Comisia de examinare	in componenta:		OE,	Chişin		
gresedintele Gl	rețu Alexandru – lector					
membrii convisici	Binzari Vitalie – lector					
	Cebntari Miroca – șef studii CIDRM					
in baza ordinului nr	6 din « 2 » fe	bruarie 201 5				
	e în domeniul securității ș u Chișinău și a stabilit:	i sánátátii in muncá a conducátori	lor și spec	ialiștil		
garele, presumele, patronimical	Funcția, Specialitatea	Locul de muncă		crategosis ale crategosis ale		
rein Denis Anatolii	Director	"Valdeongrup" SRL		8		
Alexandra Ghe	12 6 5 mm 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Anna Vitalie Binzari Mircea Cebota	100			

Figura 16. Confirmarea examinării cunoștințelor în domeniul protecției muncii și relații de muncă a specialiștilro





8. Ceban Igor – Elaborator de devize



Figura 17. Vedere față - Legitimație Seria 2019-D Nr.099

Domeniul (iile):

D. Elaborarea devizelor:

Elaborarea devizelor de cheltuieli.

Figura 18. Vedere spate - Legitimație Seria 2019-D, Nr.099







MOLDOVA

MINISTERUL ECONOMIEI ȘI INFRASTRUCTURII

CERTIFICAT

de atestare tehnico-profesională

Seria 2019-D

Numărul 099

Eliberat domnului (doamnei): Ceban Igor

Pentru a activa în calitate de: Elaborator de devize

Domeniul (ile): D. Elaborarea devizelor:

Elaborarea devizelor de cheltuieli.

Data eliberării 6 noiembrie 2019
Valabil pînă la 6 noiembrie 2024



Svetlana DOGOTARU

CD roung

Secretar de Stat

s.r.l. "VALDCONGRUP"

Figura 19. Certificat de atestare tehnico-profesională Seria 2019-D, Nr. 000



9. Creţu Mihai – Maistru în contrucții.

Permis de exercitare:

- 1. Executarea lucrărilor de sudură în construcții;
- 2. Desfășurarea activităților în domeniul securității industriale la exploatarea macaralelor



Figura 20. Legitimație Nr.023

PROCES-VERBAL nr. 1 din "16" februarie a.2018 al comisiei de examinare și atestare de pe lîngă ICŞC "INCERCOM" Î.S. care efectuiază atestarea personalului tehnico-ingineresc la cunoașterea

exigențelor tehnico-normative de sudură în ramura de construcții

Comisia în componența: președintelui

N.Mornealo

și membrilor comisiei P.Păduret, V.Jerega

a examinat cunoștințele personalului tehnico-ingineresc al "ValdConGrup" SRL (denumirea organizațiilor)

la executarea lucrărilor de sudare în construcție cu următoarele rezultate:

Nr. d/o	Numele, prenumele	Funcția	Studiile	Nr.bilet. de exam.	Nota	Decizia comisiei
1.	Crețu Mihai	maistru	super.	17		atestat
	4					
	6300			1		
D		NING 1		/ #	0 1	0 1111
Preșe	dintele comisiei	N.Mornealo	Membrii comis	siei wy	ful!	P.Pariner
Preșe	10000015-141	N.Morneale	Membril comis	TO 1		y Jewa a
Preșe	dintele comisiei	N.Mornealo Director	10/		ful :	P.P. Corete V. Leven s. "VALDOO

Figura 21. Proces verbal privind atestarea personalului tehnico-ingineresc la cunoasterea en envelo tehnico-normative de sudură





Figura 22. Permis de exercitarea pentru desfășurarea activităților și/sau lucrărilor în domeniul securității industriale - Exploatarea macaralelor

10. Salamandîc Olga - Elaborator de devize

Domeniile:

 Certificat privind examinarea cunoștințelor de nivelul II în domeniul Securitații și Sănătății în Muncă, SSM



Ce confirmă faptul că dna. <u>Salamandic Olga</u> angajată a SRL "Valdcongrup" în perioada 22-26 ianuarie 2018 a audiat cursul de lecții și a susținut examenul de verificare a cunoștințelor de nivelul II al programului de instruire în domeniul "Securității și Sănătății în Muncă" în baza Legii Nr. 186-XVI din 10 iulie 2008.

Emis în baza rezultatelor examenului din 26 01 2018

Certificatul este valabil pînă la 26 01 2021

Metodist SRL «Flacăra Albastră»



Figura 23. Certificat Nr.51 din 26.01.2018 privind examinarea cunoștințelor în domeniul SSM

Lewwert



11. Afteni Grigorii – Sudor mase plastice.

Permis de exercitare nr. 0330-18 din 02.03.2018;

1. Sudor mase plastice, îmbinarea țevilor cap la cap;

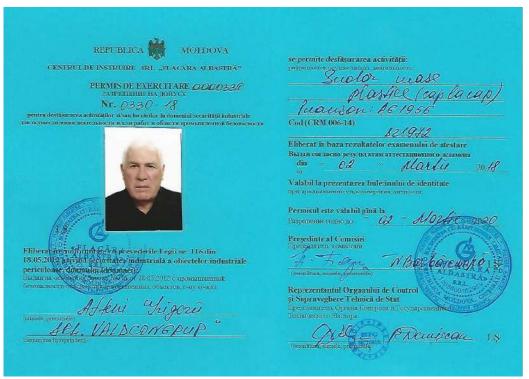


Figura 24. Permis de exercitare Nr.0330-18 din 02.03.2018

12. Tîrsînă Victor – Sudor mase plastice.

Permis de exercitare nr. 0207-19 din 15.02.2019;

1. Sudor mase plastice, sudarea cu mufe cu elemente de încălzire și sudarea cap la cap;





13. Bobeica Andrei – Sudor mase plastice.

Permis de exercitare nr. 0293-20 din 28.02.2020;

1. Sudor mase plastice, sudarea cu mufe cu elemente de încălzire și sudarea cap la cap;



Figura 26. Permis de exercitare Nr.0293-20 din 28.02.2020

14. Blîndu Edgar – Sudor mase plastice.

Permis de exercitare nr. 0206-19 din 15.02.2019;

1. Sudor mase plastice, sudarea cu mufe cu elemente de încălzire și sudarea cap la cap;





12. Iachim Vitalie – Electrosudor la sudare manuală.

Permis de exercitare nr. 0284-19 din 20.02.2019:

Electrosudor/Sudor cu gaze/Sudor cu mase plastice;



Figura 28. Permis de exercitare Nr.0284-19 - 18 din 20.02.2019

13. Doagă Nicolae – Electrogazosudor.

Permis de exercitare nr. 0323 - 20 din 26.02.2020

1. Electrogazosudor;





14. Hîncotă Oleg – Electrogazosudor.

Permis de exercitare nr. 0285-19 din 20.02.2019;

1. Electrogazosudor;



Figura 30. Permis de exercitare Nr.0285-19 din 20.02.2019

15. Calestru Ion – Montator conducte exterioare.

Permis de exercitare nr. 0104-19 din 29.01.2019;

1. Montator conducte exterioare;



Figura 31. Permis de exercitare Nr.0104-19 din 29.01.2019



16. Iorga Vasile - Montator conducte exterioare.

Permis de exercitare nr. 0103-19 din 29.01.2019;

1. Montator conducte exterioare;



Figura 32. Permis de exercitare Nr.0103-19 din 29.01.2019



S.C. "VALDCONGRUP"S.R.L.

C/f:1009600000374

Email:valdcongrup@gmail.com **Tel:**0 22 428393; 0 78 664664

Fax:0 22 428062

Adresa: str. Uzinelor 171/2, Chișinău, Republica Moldova



DOCUMENTE CARE ATESTĂ FAPTUL CĂ "VALDCONGRUP" SRL SE AFLĂ ÎN POSESIA DOTĂRILOR TEHNICE NECESARE PENTRU ÎNDEPLINIREA CONTRACUTULUI





DOCUMENTE CARE ATESTĂ FAPTUL CĂ "VALDCONGRUP" SRL SE AFLĂ ÎN POSESIA UTILAJULUI

Ca urmare a particpării "Valdcongrup" SRL la procedura de achizție publică, vă prezentăm spre examinare documente care atestă faptul că utilajul prezenta se află în posesia întreprinderii.

MECANISME

1. Buldoexcavator CAT 432 – an. 2011



Figura 2. Certificat de înmatriculare CAT432E



Figura 1. Vedere Nr. 1 CAT432E



Figura 3. Vedere Nr. 2 CAP432H



2. Buldoexcavator CAT 432 E - an. 2008

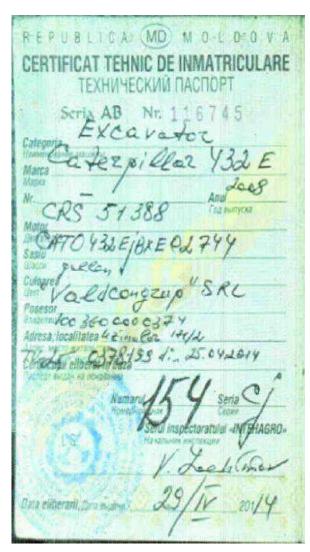


Figura 5. Certificat de înmatriculare CAT432E

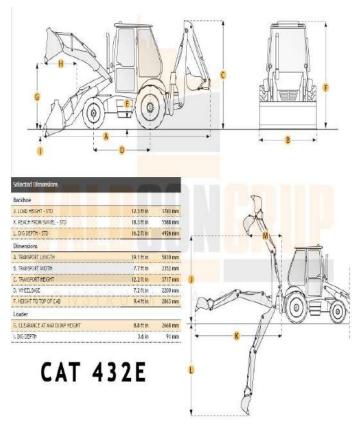


Figura 4. Caracteristicile tehnice CAT432E



Figura 6. Vedere Nr.1 CATA

S.R.L. "VALDCONGRUP" BELL



ERE LIM

"VALDCONGRU

3. Excavator CAT-305 D - an. 2010

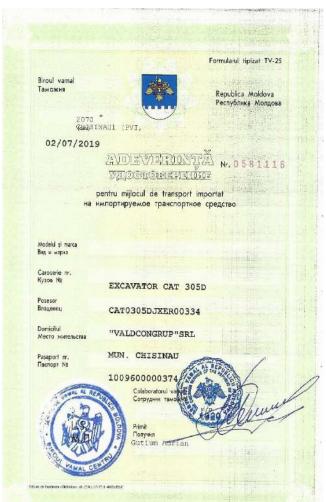


Figura 7. Adeverință CAT-305 D



Figura 8. Vedere Nr.1 CAT-305 D



4. Excavator CAT 307C - an. 2008



Figura 9. Adeverință CAT 307C



Figura 10.. Vedere Nr.1 CAT307C



Figura 11. Vedere Nr.2



5. ExcavatorTEREX HR18 - an. 2004

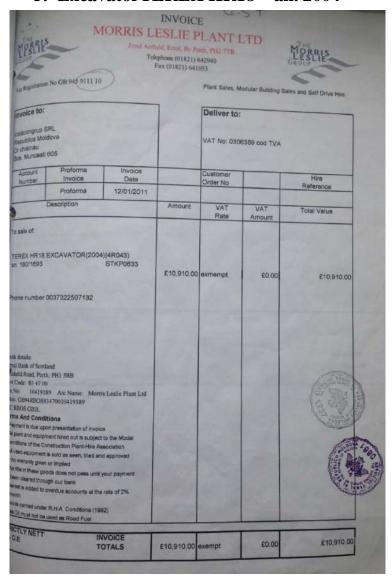


Figura 12. Adeverință pentru mijlocul de transport



Figura 13. Vedere Nr.3 TEREX HR18



Figura 14. Vedere Nr.1 TEREX HR 18



Figura 15. Vederea



6. Autobasculantă 26 tone - Mercedez AXOR 2528- an. 2005



Figura 16. Certificat de înmatriculare MB AXOR 2528



Figura 17. Vedere Nr.1 MB AXOR 2528



Figura 18. Vedere Nr.2 MB AXOR 2528



Figura 19. Vedere Nr.3 MA AXOR 2528



7. Autobasculantă 7.5 tone – Man TGL 8.180 – an. 2011



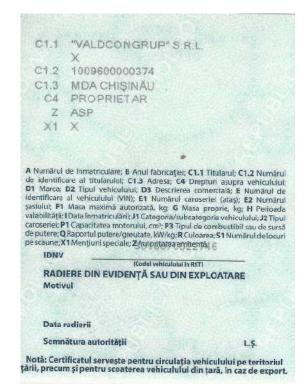


Figura 20. Certificat de înmatriculare Man TGL 8.180



Figura 21. Vedere Nr.1 Man TGL 8.180



8. Autobasculantă 18 tone - IVECO – an. 2002

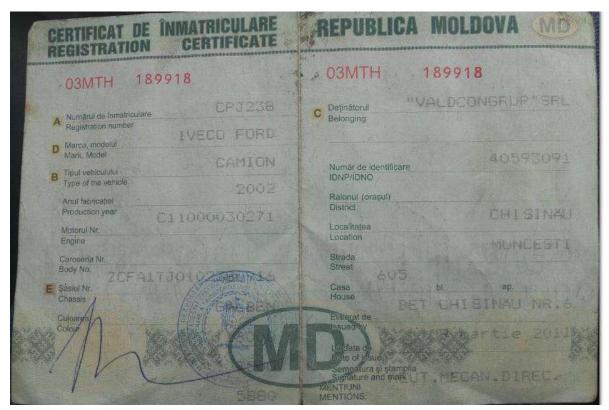


Figura 22. Certificat de înmatriculare IVECO FORD



Figura 23. Vedere Nr 1 IVECO-FORD



9. Bus 2.5 tone - Mercedes Sprinter 213 CDI an. 2002



Figura 24. Certificat de înmatriculare Mercedes Sprinter 213 CDI



Figura 25. Vedere Nr.1 Mercedes Sprinter 213 CDI





10. Bus 2.5 tone - Mercedes Sprinter 311 CDI- an. 2006

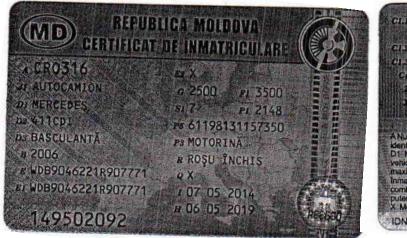




Figura 26. Certificat de înmatriculare Mercedes Sprinter 311 CDI



Figura 27. Vedere Nr. 1 Mercedes Sprinter 311 CDI

S.R.L. "VALDCONGRUP"



UTILAJE

În vederea confirmării posesiei utilajelor prezentate, "Valdcongrup" SRL vă invită la sediul întreprinderii, unde sunt depozitate acestea.

Cu respect,
Director S.C."VALDCONGRUP" S.R.L

Ţurcan Denis



S.C. "VALDCONGRUP" S.R.L.

C/f: 1009600000374

Email: valdcongrup@gmail.com **Tel:** 0 22 428393; 0 78 664664

Fax: 0 22 428062

Adresa: str. Uzinelor 171/2, Chişinău, Republica Moldova



FORMULARUL F3.9

EXPERIENȚĂ SIMILARĂ

1. Denumirea și obiectul contractului:	Lucrări de reconstrucție a Centrului regional de asistență a victimelor violenței domestice din UTA Găgăuzia							
2. Numărul și data contractului:	F/Ndin 25 iunie 2019							
3. Denumirea/numele beneficiarului	UNDP, Moldova							
4. Adresa beneficiarului:	4. Adresa beneficiarului: str. 31 august 1989, nr. 31, Ch							
5. Țara:	Republic	a Moldova						
6. Calitatea în care a participat la îndeplinirea contractului:	$[\sqrt{\ }]$ antreprenorul							
macpinin en contractual.	[] antreprenor asociat							
	[] subantreprenor							
7. Valoarea contractului:	Exprimată în moneda în care s-a încheiat contractul (lei)	Exprimată în echivalent dolari SUA						
a) inițială (la data semnării contractului)	2 894 564,80	162 616,00						
b) finală (la data finalizării contractului)	3 350 743,20	188 244,00						
8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: 9. Perioada de execuție a lucrării (luni): a) Contractată: 180 zile								
b) Efectiv realizată:	282 zile							
c) Motivul de decalar a termenului contractului (dacă este cazul), care va si susținut pe baza de acte adiționale încheiate cu beneficiarul:								
10. Numărul și data procesului-verbal de 1	Nr. 2 din 22 aprilie 2020							
11. Principalele remedieri și completări ca verbal:	Nu au fost							
12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volumele fizice ale principalelor capacități și categorii de lucrări prevăzute în contract: <u>nu sunt</u>								
Nume:	Denis ȚURCAN	DETE LIMITE						
Funcția în cadrul companiei: Semnat	Director (semnătura)	S.R.L. S.						
Denumirea firmei și sigiliu V	ALDCONGRUP S.R.L.	4.S.						



CONTRACT FOR WORKS

Date: 06/25/2019

Dear Sir/Madam,

Ref.: ItB19/01906 - Reconstruction works of the Regional Centre for Assisting Victims of Domestic Violence in ATU Gagauzia

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **Valdcongrup SRL**, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform **Reconstruction works of the Regional Centre for Assisting Victims of Domestic Violence in ATU Gagauzia** (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;
 - Annex II Schedule of Requirements and Technical Specifications dated 07 May 2019, including the Technical Design Documentation for each site not attached hereto but known to and in the possession of both parties;

S.R.L. WALDCONGRUP WALDCONGRUP BLICA STORES

- d. Annex III the Contractor's Tender including the Price Schedules and Bills of Quantities submitted by the Contractor as part of its Bid dated 24 May 2019, 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.

Valdcongrup SRL

#171/2, Uzinelor street, Chisinau mun.

Republic of Moldova

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within 7 calendar days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform the Works not more than 180 calendar days including preliminary and final commissioning and substantially complete the Works not later than 25/12/2019, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.
- 2.2 This Contract will come into effect on the day of signature by both parties and shall expire on June 25, 2020.
- 2.3 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by 01/07/2019.
- 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\$ 162,616.00 (one hundred sixty-two thousand and six hundred sixteen US dollars).
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.4 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UND to decide at its discretion, to increase the estimated price of the Contract as a result of a larger mantity of

*VALDCONGRUP

2

work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

- 3.5 The Contractor shall submit an invoice for US\$ 32,523 (thirty-two thousand five hundred and twenty-three US dollars), upon signature of this Contract, submission and approval of the detailed Programme of Work. Invoices for the work performed and materials utilized shall be submitted every 20 to 30 days; and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer. Payments will be made in MDL at UNORE on the day of payment.
- 3.5 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the UNDP Engineer, approving the amount contained in the invoice. The UNDP Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The UNDP Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The UNDP Engineer shall process the invoices submitted by the Contractor within 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 UNDP Engineer.
- 3.8 All funds paid to the Contractor for works performed under this contract are carried out under the technical assistance Project "Addressing violence against women in the Republic of Moldova: exploring and learning from local solutions" implemented by UNDP.
- 3.9 All the financial facilities and exemptions received from authorities, from which the Contractor will benefit in order to perform works under the present contract shall remain the property of UNDP and shall be used for other tasks established by UNDP under the purpose of the present contract.

4. Special conditions

- 4.1 The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.
- 4.2 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be 0.15% of the price of the Contract per week of delay, up to a maximum of 60 days, after which UNDP may terminate the contract.

S.R.L. "VALDCONGRUP" WELCA

5. Submission of invoices

- 5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Bank Name: ENERGBANK SA Botanica Branch

Bank Code: ENERMD22858

IBAN code: MD47EN000000222404607858

Contractor Fiscal Code: 100960000374

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:

Vitalie FRECAUTEANU, National Coordinator, GBV project #131, 31 August 1989 Street, MD 2012 Chisinau, Republic of Moldova

Tel: (+373 22) 839 890

e-mail: vitalie.frecauteanu@undp.org

For the Contractor:

Denis TURCAN, Director

#171/2, Uzinelor street, Chisinau mun., Republic of Moldova

Tel:

(+373 22) 42 80 62

GSM:

(+373) 692 51 598

e-mail:

valdcongrup@gmail.com

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

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Alexandru URSUL

Le Roi Business Center, #29 Sfatul Tarii Street, off. 301A, Chisinau, Republic of Moldova

Tel.: (+373 22) 839 890

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

Dima AL-KHATIB

UNDP Resident Representative

UNDP Moldova

For "Valdcongrup" SRL

Agreed and Accepted:

Signature

Name

Denis TURCAN

Title

Director

Date

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ANNEX I

General Conditions of Contract for Civil Works

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- 2. Singular and Plural
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- 4. Legal Relationships
- 5. General Duties/Powers of Engineer
- 6. Contractor's General Obligations/Responsibilities
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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.

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

2. SINGULAR AND PLURAL

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

3. HEADINGS OR NOTES

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

4. LEGAL RELATIONSHIPS

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

5. GENERAL DUTIES/POWERS OF ENGINEER



- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.
- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.
- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed the claim or dispute arising from the interpretation of the Contract Documents by the Engineer for

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- 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.
- 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

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.

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

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7.1. Assignment of Contract

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

7.2. Subcontracting

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

and be in conformity with the provisions of the Contract.

7.3. Assignment of Subcontractor's Obligations

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

8. DRAWINGS

8.1. Custody of drawings

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

8.2.One copy of Drawings to be kept on Site

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

8.3. Disruption of Progress

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

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9. WORK BOOK

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

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

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

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

10. PERFORMANCE SECURITY

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

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural condition and

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other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF TENDER

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

13. PROGRAMME OF WORK TO BE FURNISHED

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

14. WEEKLY SITE MEETING

A weekly site meeting shall be held between the UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

15. CHANGE ORDERS

a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.

b) Processing of change orders shall be governed by clause 48 of these General Conditions.

16. CONTRACTOR'S SUPERINTENDENCE

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

18. SETTING-OUT

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

19. WATCHING AND LIGHTING

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

20. CARE OF WORKS

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.
- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

21. INSURANCE OF WORKS, ETC.

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

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occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:

- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4); Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

22. DAMAGE TO PERSONS AND PROPERTY

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

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

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance



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

23.2. Minimum Amount of Liability Insurance

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

23.3. Provision to Indemnify Employer

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

24. ACCIDENT OR INJURY TO WORKMEN

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

b) Insurance Against Accident, etc., to Workmen

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

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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

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If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.

32. CONTRACTOR TO KEEP SITE CLEAN

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

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

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

34. LABOUR

34.1 Engagement of Labour

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

34.2 Supply of Water

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

34.3 Alcoholic Drinks or Drugs

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

34.4 Arms and Ammunition

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

34.5 Holiday and Religious Customs

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

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34.6 Epidemics

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

34.7 Disorderly Conduct, etc.

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

34.8 Observance by Sub-Contractors

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

34.9 Legislation applicable to Labour

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

35 RETURNS OF LABOUR, PLANT, ETC.

The Contractor shall, if required by the Engineer, deliver to the Engineer at his office, a return in detail in the form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer may require.

36 MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

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

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36.2 Cost of Samples

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

36.3 Cost of Tests

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

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

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 opinion of the Engineer in accordance with the Contract.

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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 for the

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whole or part of the Site. The Contractor 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 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 defects so notified. Upon issuance of the Certificate of Substantial

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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 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.

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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 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 provided that the Employer's approval.

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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.

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.

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

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

51 MEASUREMENT OF WORKS

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

52 LIABILITY OF THE PARTIES

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

3 Unfulfilled Obligations

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



4 Contractor Responsible

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

53 AUTHORITIES

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

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the process of sale in or

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towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

2 Evaluation after Re-entry

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

3 Payment After Re-entry

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

54 URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing the Employer in writin writing the Employer in writing the Employer in writing the Emp

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55 INCREASE AND DECREASE OF COSTS

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

56 TAXATION

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

57 BLASTING

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

58 MACHINERY

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

59 TEMPORARY WORKS AND REINSTATEMENT

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather broof sheds for storage of material pertinent to the Works both for his own use and for the

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Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

60 PHOTOGRAPHS AND ADVERTISING

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

61 PREVENTION OF CORRUPTION

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

62 DATE FALLING ON HOLIDAY

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

63 NOTICES

- Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be unreasonably withheld or delayed.
- 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. The Contractor shall

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nominate in writing for that purpose, or by delivering the same at the said address against an authorized signature certifying the receipt.

- 3 Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 4 Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

64 LANGUAGE, WEIGHTS AND MEASURES

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

65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

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

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

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

66 FORCE MAJEURE

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

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

(a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reintoned by the

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UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;

- (b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension;
- (c) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (d) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (e) For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67 SUSPENSION BY THE UNDP

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

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

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

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

68 TERMINATION BY THE UNDP

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

Upon termination of this Contract:



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

69 TERMINATION BY THE CONTRACTOR

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

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

70 RIGHTS AND REMEDIES OF THE UNDP

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

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

71 SETTLEMENT OF DISPUTES

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

1 Notification

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

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2 Consultation

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

3 Conciliation

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

4 Arbitration

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

72 PRIVILEGES AND IMMUNITIES

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

73 SECURITY

The Contractor shall:

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

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

74 AUDIT AND INVESTIGATIONS

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any appropriate should be such audits to have been paid by the UNDP other than in accordance with the terms and

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conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

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

75 ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.





AMENDMENT # 1 TO THE CONTRACT BETWEEN UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) AND THE VALDCONGRUP SRL

Reference is made to the contract dated 25/06/2019 signed between the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP), and the Valdcongrup SRL, with respect to the scope of the Contract, and as per mentioned within UNDP Rules and Regulations, any modification to this Contract shall require an amendment in writing between both parties and duly signed by the authorized representatives of the Contractor and UNDP.

Therefore, Parties hereby agree on the following;

WHEREAS Valdcongrup SRL and UNDP now wish to amend said Contract in order to increase the contract amount with US\$25,628.00 [twenty-five thousand six hundred twenty-eight US dollars 00 cents];

WHEREAS such Amendment will result in an increase of US\$25,628.00 [twenty-five thousand six hundred twenty-eight US dollars 00 cents] making this amended Contract total US\$188,244.00 [one hundred eighty-eight thousand two hundred forty-four US dollars 00 cents];

NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended to read as follows:

- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a. this Contract;
 - b. Annex I The General Conditions of Contract for Civil Works;
 - c. Annex II Schedule of Requirements and Technical Specifications dated 07 May 2019, including the Technical Design Documentation for each site not attached hereto but known to and in the possession of both parties;
 - d. Annex III the Contractor's Tender including the Price Schedules and Bills of Quantities submitted by the Contractor as part of its Bid dated 24 May 2019, not attached hereto but known to and in the possession of both parties.
 - e. Annex IV the Contractor's Bill of Quantities for additional works

2. Obligations of the Contractor



2.1 The Contractor shall commence work within 7 calendar days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform the Works not more than 180 calendar days including preliminary and final commissioning and substantially complete the Works not later than 29/02/2020, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

3. Price and payment

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to US\$ 188,244.00 [one hundred eighty-eight thousand two hundred forty-four US dollars 00 cents];

NEVERTHELESS, all other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, THE UNDP AND THE CONTRACTOR HAVE SIGNED THIS AMENDMENT

For UNDP:

(signature)

Andrea CUZYOVA

Deputy Resident Representative

UNDP Moldova

For the Contractor:

(signature)

Denis TURCAN

Director

Valdcongrup SRL

Date: 20/12/2019

Date: 20.17. 19



Anexanr. 2 la Regulamentul de recepție a construcțiilor și instalațiilor aferente

PROCES-VERBAL DE RECEPTIE FINALA

No. 2 Din 22.04.2020

Privind lucrarea: "Обустройство Регионального Центра Помощи Жертвам Домашнего Насилия", executată la obiectul de pe strada Lenin, nr.198b, din satul Chirsovo, UTA Gagauzia, în cadrul contractului ITB19 / 01906 GBV din 25.06.2019, încheiat între: programul GBV/PNUD Moldova și SRL "Valdcongrup", pentru lucrările: Строительные работы по переустройству части здания школы им. М. Танасогло, блок "В" и "Д", села Кирсово.

- 1. Lucrările au fost executate în baza autorizației de construire nr.44, din 29.07.2019 eliberată de către Primăria s. Chirsovo cu valabilitatea pînă la 29.07.2021
- 2. Comisia de recepție și-a desfășurat activitatea în intervalul 21-22.04. 2020, fiind formată din:

Președintele comisiei:

Serghei Sapunji - Primarul s. Chirsovo

Membrii comisiei:

Alexandru Ursul

- inginer, Consilier Tehnic GBV/PNUD/Responsabil Tehnic;

Pavel Strună

- inginer, Conducătorul companiei de proiectare SRL Lecris Com;

Evdochia Topal

- asistent social, s. Chirsovo

Constantin Ciolac

- consilier s. Chirsovo

Denis Ţurcan

- administratorul companiei "Valdcongrup SRL"

Anatolie Turcan

- inginer, dirigintele de santier "Valdcongrup SRL"

Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în cartea tehnică a construcției, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei anexă nr.1;
- 2) lucrările au fost complet terminate la 28.12.19 și recepționate la data de 17.01.20;
- 3) observațiile comisiei de recepție finală sunt prezentate în lista-anexă nr. 2;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sunt în posesia utilizatorului;
- 6) construcția s-a comportat corespunzător în perioada de la terminarea și recepția ei la data de 17.01.2020 până în prezent, constatările comisiei fiind enumerate în anexa nr. 2;
- 7) valoarea obiectului este de 188,244.00\$.
- 4. În baza constatărilor făcute, comisia de recepție finală propune: Recepția finală a obiectului
- 5. Comisia de recepție finală motivează propunerea făcută prin: .

 Comportarea satisfăcătoare a obiectivului în perioada de garanție

6. Comisia de recepție finală recomandă următoarele: Exploatarea objectului conform destinației 7. Prezentul proces-vertal continintd 2 file si 2anexe numerotate, cu un total de 4 file, a fost incheiat astazi 21020 (2020 in 5 exemplare. Comisia de receptio Președintele cominier Sapunji Serghei Membrii comisiei: Alexandru Ursul Pavel Strună Evdochia Topal Constantin Ciolac Denis Turcan Anatolie Ţurcan 8. Concluzia Agentii pentru Supraveghere Tehnica: " 32 " aupene 2020 (funcția, numele, prenumele) (semnatura)



Observațiile Comisiei de recepție finala.

Sapunji Serghei Primarul s. Chirsovo

Turcan Denis, Administrator SRL Valdeongrup

Alexandru Ursus Inginer, Consilier Telmio UNDP/GBV

