

10298032

**UNITED NATIONS DEVELOPMENT
PROGRAMME**



Contract Ref: 10298032
Between United Nations Development Programme
and
(R) Capital SRL

10298032

Model Contract

Introduction

Date: 21 October 2024

Dear Sir / Madame,

Ref.: **00106290/ EU4Moldova: Focal Regions**

ITB24/02906: EU4MD/ Development of the agro-food market with the construction of the Commercial Hall in Cahul City

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **CAPITAL SRL**, duly incorporated under the Laws of Moldova, Republic of (hereinafter referred to as the "Contractor") in order to perform **works for construction of the Commercial Hall in Cahul City** (hereinafter referred to as the "Works"), in accordance with the following Contract:

Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a. this Contract;
- b. Annex I – the General Conditions of Contract for Civil Works
- c. Annex II – the Contractor's **Price Schedule and Priced Bill of Quantities**, dated 12/08/2024, attached hereto and the Contractor's technical bid, not attached hereto but known to and in the possession of both parties
- d. the Technical Specifications and Drawings [as listed below], not attached hereto but known to and in the possession of both parties:
 - i. PROIECT DE EXECUTIE NR. 267 – Amenajarea Pietei agro-alimentare regionale cu constructia Halei comerciale pe teren cu nr. cadastral 1701124.040, raion Cahul, mun. Cahul, str. Dunarii 6/B, Designer: "ARHISTRAT-DECO" SRL;
 - ii. PROIECT DE EXECUTIE 267/2024-C – Amenajarea Pietei agro-alimentare regionale cu constructia Halei comerciale pe teren cu nr. cadastral 1701124.040, raion Cahul, mun. Cahul, str. Dunarii 6/B, Designer: ENGICONS Structural Solutions SRL based on Urban Planning Certificate No. 113/1 of December 29,

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2023.

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.

CAPITAL SRL

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

Republic of Moldova

Obligations of the Contractor

2.1 The Contractor shall commence work within **15 calendar days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by **01 March 2025**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **5 November 2024**.

2.3 This Contract will come into effect on the day of signature by both parties and shall expire on **30 March 2026**.

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.

Price and Payment

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **US\$ 656,235.88 [six hundred fifty-six thousand two hundred thirty-five US Dollars 88 Cents]**.

3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

3.4 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.

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3.5 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.

3.6 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

3.7 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "EU4Moldova: Focal regions" and implemented by UNDP.

4. Special Conditions

Bank Guarantee

4.1 The **Performance GUARANTEE** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **US\$ 65,623.59 [10% of the total contract value] within a maximum of fifteen (15) days of the contract signature by both parties**. Performance Security shall be valid until a date - 30 days from the date of issue by UNDP of a Certificate of Final Completion. It will be returned to the contractor within 30 days of final completion of the contract and after receipt of the Maintenance Guarantee, including any warranty obligation. The receipt of the Performance GUARANTEE by UNDP shall be a condition for rendering the contract effective.

4.2 **The Maintenance Guarantee shall be provided in the amount of 2% (US\$ 13,124.72 USD [thirteen thousand one hundred twenty-four US Dollars 72 Cents])** of total contract value in form of a letter of bank guarantee to be valid until the end of the Warranty Period. Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Guarantee in exchange of a Maintenance Guarantee. If, within the warranty period after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair. If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the **Maintenance Guarantee**.

4.3 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.

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

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.

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Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor.

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

IBAN: MD31PR002251390055900601

Contractor Fiscal Code: 1003605002810

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

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.

Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Alexandru PELIVAN, EU4MD Programme Manager, UNDP Moldova

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

e-mail: alexandru.pelivan@undp.org

For the Contractor:

Alexandru DONEA, Construction Manager

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

GSM: (+373) 68 594 159

e-mail: capital07@mail.ru

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

Vitalie VIERU, EU4MD Project Officer/ Infrastructure

#104 Sciușev Street, Chisinau, Moldova

GSM: +373 799 98802

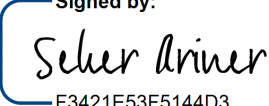
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e-mail: vitalie.vieru@undp.org

Signature

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Signed by:

F3421E53F5144D3...
Seher ARINER

Deputy Resident Representative

UNDP Moldova

For **CAPITAL SRL**

Agreed and Accepted:

Signature:

Name:

Title:

Date:

Подписант:

Igor GALEINE
Administrator
24-окт-2024

Antreprenor SRL "Capital"
(denumirea)

Investitor PNUD Moldova /UE4MD:Regiuni-
cheie
(denumirea)

Obiect **Amenajarea pietei agro-
alimentare prin constructia Halei
comerciale din mun.Cahul,
str.Dunarii 6/b. ACT Lucrari de
stramutarea retea de alimentare
cu energie electrica**

Valoarea lucrarilor executate **8 088,52 usd**

Proces - verbal nr. 7
de receptie a lucrarilor executate
pe iunie an 20 25

Nr crt.	Simbol norme	Denumire lucrari	U.M.	Cantitate	Pret inclusiv salariu (usd/U.M.)	Valoare inclusiv salariu (col.5xcol.6) (usd/U.M.)
1	2	3	4	5	6	7
		1. Lucrari de constructie				
		1.1. Elemente metalice				
1	CL08A	Elemente metalice (scari) gata confectionate, livrate complet asamblate, montate pe santier, in structura constructiei usoare	t	2,496	2 607,36 144,00	6 507,97 359,42
	7214210026800	Montator constructii metalice	h-om	87,360	3,60	314,496
	9310060019920	Muncitor deservire CM	h-om	12,480	3,60	44,928
	2811106301200 3	Scari metalice	kg	2 545,920	2,40	6 110,208
	2873155901340	Electrod sud.otel slab aliat S 1125/2 E 50B 4	kg	1,123	3,00	3,369
	2874115842700	Piulita hexag. M20	buc	16,224	0,10	1,622
	2874115802500	Surub cap hexagonal M 20	buc	16,224	0,40	6,490
	2874115883700	Saiba M 20	buc	16,224	0,10	1,622
	2413547308164	Carbura de calciu tehnica	kg	0,162	2,00	0,324

25/08/24

1	2	3	4	5	6	7
		(carbid) S102				
	2411115904512	Oxigen tehnic gazos S2031	m3	0,250	2,00	0,500
	2775276309886	Confectii metalice inglobate in beton	kg	4,992	1,10	5,491
	4011106202741	Energie electrica	kw	1,123	0,20	0,225
	3410520006728	Macara pe pneuri pina la 9,9 TF cu brat cu zabrele	h-ut	0,374	50,00	18,700
2	IzD10A	Vopsirea anticoroziva cu pensula de mina a constructiilor si constructiilor metalice cu un strat de grund anticoroziv pe baza de miniu de plumb si doua straturi de email clorcauciuc, a constructiilor si constructiilor metalice, executate din profile cu grosimi intre 8 mm si 12 mm inclusiv	t	2,496	63,29 23,19	157,96 57,87
	7141020013400	Vopsitor industrial	h-om	16,074	3,60	57,866
	2430116100000	Email clorcauciuc	kg	19,469	3,00	58,407
	2430226100814	Grund miniu de plumb G 355-6	kg	9,734	2,50	24,335
	2430226109420	Diluant pt.lacuri anticorozive D.006-1 NI 1708-61 A1	kg	1,373	2,00	2,746
	2320166200676	White spirit	kg	4,867	2,00	9,734
	1711317306661	Bumbac de sters	kg	2,434	2,00	4,868
3	IzA06A	Vopsitorii anticorozive pe timplarie metalica, utilaje tehnologice si constructii metalice cu email clorcauciuc (un strat grund de miniu, un strat grund de culoare si trei straturi de email-Pirex-Metal Plus)	m2	22,847	9,16 6,73	209,35 153,81
	7141020013300	Zugrav vopsitor	h-om	42,724	3,60	153,806
	2430116100000 200	Email-Pirex-Metal Plus	kg	10,281	3,00	30,843
	2430226100814	Grund miniu de plumb G 355-6	kg	3,427	2,50	8,568
	2430226101258	Grund alb clorcauc. g.109 ² -1 ntr 1707-80	kg	3,427	2,00	6,854
	2430226109420	Diluant pt.lacuri anticorozive D.006-1 NI 1708-61 A1	kg	1,211	2,00	2,422
	2320166200676	White spirit	kg	2,285	2,00	4,570
	1711317306661	Bumbac de sters	kg	1,142	2,00	2,284
		Total capitol: Inclusiv salariu				6 875,28 571,10
		<i>Total</i>	usd			6 875,28
		<i>Fondul social</i>	24,00 %			137,06
		<i>Cheltuieli de transport</i>	4,00 %			251,42
		<i>Cheltuieli achizitionarea-depozitarea</i>	1,20 %			75,43
		<i>Total</i>	100,00 +			7 339,19
		<i>Cheltuieli de regie</i>	7,00 %			513,74
		<i>Total</i>	100,00 +			7 852,94

Antreprenor SRL "Capital"
 (denumirea)

Investitor PNUD Moldova /UE4MD:Regiuni-
cheie
 (denumirea)

Obiect **Amenajarea pietei agro-
alimentare prin constructia Halei
comerciale din mun.Cahul,
str.Dunarii 6/b. ACT Includ. Deviz 1-1a Constructii
Pardoseli industriale**

Valoarea lucrarilor executate **31 888,50 usd**

Proces - verbal nr. 7-CB

de receptie a lucrarilor executate
 pe ianie an 2025

Nr crt.	Simbol norme	Denumire lucrari	U.M.	Cantitate	Pret inclusiv salariu (usd/U.M.)	Valoare inclusiv salariu (col.5xcol.6) (usd/U.M.)
1	2	3	4	5	6	7
		1. Pardoseli industriale				
1	CG56B	Sapa din amestec de autonivelare "Nivelir": grosime 20 mm Material marunt (polistiren expandat pentru rosturi de deformatie, cirpe, martori)=1,006	m2	2 002,600	13,47 1,68	26 978,11 3 373,98
	7132030012600	Mozaicar	h-om	937,217	3,60	3 373,981
	2653102100827	Amestec "Nivelir-Gross"	kg	61 647,237	0,35	21 576,533
	2430226101017	Grund "Tifengrund"	kg	181,315	2,55	462,353
	4100126202818	Apa	m3	14,102	0,50	7,051
	2952240004021	Mixer electric	h-ut	168,218	4,50	757,149
	2952160007200	Utilaj de ridicat pentru lucrari de finisaj	h-ut	40,052	20,00	801,040
		Total capitol: Inclusiv salariu				26 978,11 3 373,98

	Total	usd	26 978,11
	Fondul social	24,00 %	809,76
	Cheltuieli de transport	4,00 %	881,84
	Cheltuieli achizitionare depozitare	1,20 %	264,55
	Total	100,00 +	28 934,26

Sieru

1	2	3	4	5	6	7
		Cheltuieli de regie	7,00 %			2 025,40
		Total	100,00 +			30 959,71
		Beneficiu de deviz	3,00 %			928,79
		Total	100,00 +			31 888,50
		TOTAL proces-verbal: Inclusiv salariu				31 888,50
						3 373,98

INTOCMIT:

Antreprenor general (subantreprenor)

Investitor

APROBAT:

(denumirea)

(denumirea)

"Capital" SRL

(funcția, numele, prenumele, semnătura)

(funcția, numele, prenumele, semnătura)

Diriginta de șantier

Inginer Proiect

= S. Berzoi-

= V. Vieru =
27.06.2024

L.Ș. A. Donea =

L.Ș.

Responsabil tehnic



Bitirescu V.

Antreprenor SRL "Capital"
 (denumirea)

Investitor PNUD
Moldova/UE4MD:Regiuni-
cheie
 (denumirea)

Obiect **Amenajarea Pietei agro-
 alimentare prin constructia Halei
 comerciale din municipiului
 Cahul, str. Dunarii 6/B.
 1-1 Constructii din beton armat
 monolit, constructii metalice Deviz 1-1. Constructii
 ACT nr.6**

Valoarea lucrarilor executate **59 458,35 usd**

Proces - verbal
 de receptie a lucrarilor executate
 pe iunie an 2025

Nr crt.	Simbol norme	Denumire lucrari	U.M.	Cantitate	Pret inclusiv salariu (usd/U.M.)	Valoare inclusiv salariu (col.5xcol.6) (usd/U.M.)
1	2	3	4	5	6	7
		1. Terasamente				
		1.1. Sapatura				
		<i>Total</i>	usd			
		Total capitol: Inclusiv salariu				0,00
		1.2. Perna de argila				
		<i>Total</i>	usd			
		Total capitol: Inclusiv salariu				0,00
		1.3. Grinzi de fundatie cota 0.000				
		<i>Total</i>	usd			
		Total capitol: Inclusiv salariu				0,00
		1.4. Umpluturi				
		<i>Total</i>	usd			
		Total capitol: Inclusiv salariu				0,00
		<i>Total</i>	usd			
		Total capitol:				0,00

51004

1	2	3	4	5	6	7
		6. Elemente metalice				
		Total	usd			
		Total capital: Inclusiv salariu				0,00

		Total	usd	50 372,39
		Asigurarea sociala	24 %	1 256,98
		Transportarea materialelor	4 %	1 785,13
		Cheltuieli de achizitionare depozitare	1,2 %	535,54
		Total		53 950,04
		Cheltuieli de regie	7 %	3 776,51
		Total		57 726,55
		Beneficiu de deviz	3 %	1 731,80
		TOTAL proces-verbal: Inclusiv salariu		59 458,35
				5 237,42

INTOCMIT:

Antreprenor general (subantreprenor)
SRL "Capital"

(denumirea)

Director de proiect A. Donoș
L.S.

APROBAT:

Investitor
PNUD Moldova/UE4MD: Regiuni-cheie

(denumirea)

L.S.

Manager de Proiect *S. Berzoi*

Inginer Program *V. Vieru*

27.06.2025

Responsabil ethnic *V. Bitirescu*



Antreprenor SRL "Capital"
 (denumirea)

Investitor PNUD
Moldova/UE4MD:Regiuni-
cheie
 (denumirea)

Obiect Amenajarea Pietei agro-
alimentare prin constructia Halei
comerciale din municipiului
Cahul, str. Dunarii 6/B
Deviz 1-2 Amenajare teritoriu
ACT nr.2 din Deviz Inclus

Valoarea lucrarilor executate **34 708,00** **usd**

Proces - verbal nr. 7-A

de receptie a lucrarilor executate
 pe iunie an 20 25

Nr crt.	Simbol norme	Denumire lucrari	U.M.	Cantitate	Pret inclusiv salariu (usd/U.M.)	Valoare inclusiv salariu (col.5xcol.6) (usd/U.M.)
1	2	3	4	5	6	7
		1. Imbracaminte rutiera				
		1.1. Acces transport curte TIP 2 t 80 mm				
1	DE17A* aplicativ	Pavaje executate din placi de trotuare din beton prefabricat asezate pe un strat din amestec uscat de ciment si nisip, in proportie 1:3, rostuit cu amestec uscat de ciment si nisip, grosime strat de 5 cm gr.80mm	m2	1 090,95	26,37 6,00	28 766,72 6 543,11
	9310060019900	Muncitor necalificat	h-om	720,03	3,60	2 592,11
	7129020012800	Pavator	h-om	1 080,26	3,60	3 888,94
	9310060019922	Muncitor deservire	h-om	17,24	3,60	62,06
	2651122100027	Ciment portland M400 saci, (pentru rosturi)	kg	1 745,52	0,16	279,28
	2651122100442	Ciment portland M400 saci, (pentru strat)	kg	21 000,90	0,16	3 360,14
	2661112800655 80	Placi din beton, pentru trotuare gr.80mm	m2	1 107,31	14,00	15 502,34
	1421102200546	Nisip pentru constructii 0,3-0,7 mm (pentru rosturi)	m3	5,45	15,00	81,75
	1421102200547	Nisip pentru constructii 0,3-0,7 mm (pentru strat)	m3	163,64	15,00	2 454,60
	2881116002701	Disc pentru taiat placi	buc	21,82	25,00	545,50
		<i>Total</i>	usd			28 766,72

vieru

1	2	3	4	5	6	7
		Total capitol: Inclusiv salariu				28 766,72 6 543,11
		<i>Total</i>	usd			28 766,72
		Total capitol: Inclusiv salariu				28 766,72 6 543,11

		Total	usd	28 766,72
		Asigurarea sociala	24 %	1 570,35
		Transportarea materialelor	4 %	888,94
		Cheltuieli de achizitionare depozitare	1,2 %	266,68
		Total		31 492,69
		Cheltuieli de regie	7 %	2 204,49
		Total		33 697,09
		Beneficiu de deviz	3 %	1 010,91
				34 708,00
		TOTAL proces-verbal: Inclusiv salariu		6 543,11

INTOCMIT:



Antreprenor general (subantreprenor)

SRL "Capital"

(denumirea)

L.S.

Manager de Proiect

S.Berzoi

Inginer Program

Vieru

V.Vieru

27.06.2020

Responsabil ethnic

V.Bitrescu

APROBAT:



Investitor

PNUD Moldova/UE4MD:Regiuni-cheie

(denumirea)

L.S.



Antreprenor SRL "Capital"
(denumirea)

Investitor PNUD Moldova /UE4MD:Regiuni-
cheie
(denumirea)

Obiect **Amenajarea Pietei agro-
alimentare regionale cu
constructia Halei comerciale pe
teren cu nr. cadastral
1701124.040, raion Cahul, mun.
Cahul, str. Dunarii 6/B.
Retele exterioare de alimentare
cu apa si si canalizare Deviz 6-1
ACT nr2**

Valoarea lucrarilor executate **22 316,68 usd**

Proces - verbal n2. 7-ALC
de receptie a lucrarilor executate
pe mai-iunie an 2025

Nr crt.	Simbol norme	Denumire lucrari	U.M.	Cantitate	Pret inclusiv salariu (USD/U.M.)	Valoare inclusiv salariu (col.5xcol.6) (USD/U.M.)
1	2	3	4	5	6	7
		1. Lucrari de constructie				
		1.1. Lucrari de pregatire				
		Total capitol: Inclusiv salariu				0,00
		1.2. Punctie sub drum (прокол под дорогой)				
		Total capitol: Inclusiv salariu				0,00
		1.3. C1 Camin D=1000mm				
		Total capitol: Inclusiv salariu				0,00
		1.4. C2 Camin D=1000mm				
		Total capitol: Inclusiv salariu				0,00
		1.5. C3 Camin D=1500mm				
		Total capitol:				0,00

Siery

1	2	3	4	5	6	7
		PN16			0,00	0,00
	100351ml	Adaptor flansa D.200 (fonta sura) L=135 mm PN16 BOHAMET	buc	1,0000	108,66	108,66
		Total capitol: Inclusiv salariu				352,77
		<i>Total</i>	?			9 897,04
		<i>Cheltueli achizitionare depozitare</i>	1,20 %			118,76
		Total capitol: Inclusiv salariu				10 015,80
						22 316,68
		TOTAL proces-verbal: Inclusiv salariu				1 061,96

INTOCMIT:

APROBAT:

Antreprenor general (subantreprenor)
SRL "Capital"

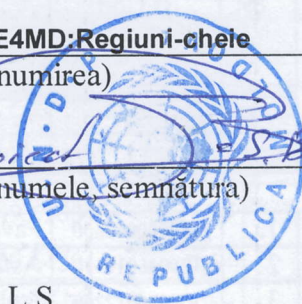
Investitor
PNUD Moldova /UE4MD-Regiuni-cheie

(denumirea)

(denumirea)

(funcția, numele, prenumele, semnătura)

(funcția, numele, prenumele, semnătura)



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27.06.2025

