



## SPECIAL CONDITIONS OF PURCHASE – REHABILITATION WORKS

**Date:** 15/11/2022

**Description of Contract:** Rehabilitation Works – Comrat «AXIS» Youth Center

**Reference Contract Number:** PC/67EVK/VC2/IIR/PRO/ MBC SRL/15112022

**Project Code / Budget Line:** 67EVK/VC2/IIR

**Contract amount and currency:** 5.186.713,08 MDL

**ACTED internal Order ID:**

**ACTED Supplier's code:** F670055

### THE UNDERSIGNED

#### ON THE ONE PART

**The ACTED Association of Paris, Branch in the Republic of Moldova**, with registered office at 45 Alexander Pushkin, Chisinau, tax code 1022620001893, with IBAN MD55AG0000000022514705385, opened at Bank Moldova - Agroinbank, represented by Julie Verburg, in the capacity of President/Administrator, duly authorized for the purposes hereof,

**Hereinafter referred to as the "Contracting Authority",**

#### ON THE OTHER PART

**The Company** Compania MBC S.R.L, having its registered office in mun.Chisinau, Mircea cel Batrin 20/3 Moldova registered in Moldova under the number 1008600028191, Represented by Mr Botnarenco Vladislav acting in the capacity of Administrator, duly authorised for the purposes hereof,

**Hereinafter referred to as the "Contractor",**

**Hereinafter together or separately referred to as the "Parties" or the "Party".**

WHEREAS the Contracting Authority has received and accepted a quotation/offer from the Contractor for the performance of Rehabilitation Works in Comrat «AXIS» Youth Center and for the total amount of 5.186.713,08 MDL (Five million one hundred and eighty-six thousand seven hundred and thirteen MDL 8 coins) all taxes excluded (hereinafter referred to as the "Contract Price")

**HEREBY ATTEST TO THE FOLLOWING**



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## Article 1 - Description of works

The Contractor shall carry out the work and provide the deliverable(s) described below according to an obligation of result:

	<b>Deliverable</b>	<b>Project code</b>	<b>Budget line</b>	<b>Unit</b>	<b>Quantity (1)</b>	<b>Unit price (pre-tax value) (2)</b>	<b>Total price (excl. VAT) (1)x(3)</b>
	<b>Architecture / Engineering / Approvals / Commissioning</b>						
<b>1</b>	Detailed Design of the Facility / Permits / Commissioning of the Facility	67EVK	VC2IIR	pc	1,00	230000,00	230000,00
	<b>Total Architecture / Engineering / Approvals / Commissioning</b>						<b>230000,00</b>
	<b>Site clearing</b>						
<b>2</b>	Uprooting and cutting existing trees and shrubs	67EVK	VC2IIR	m2	2500	16,00	40 000,00
<b>3</b>	Loading garbage after cleaning the site	67EVK	VC2IIR	m3	250	130,00	32 500,00
<b>4</b>	Waste removal after site cleanup	67EVK	VC2IIR	m3	250	125,00	31 250,00
	<b>Total Site clearing</b>						<b>103750,00</b>
	<b>Site preparation</b>						
<b>5</b>	Leveling the surface after uprooting by an excavator	67EVK	VC2IIR	m2	2500	13,00	32 500,00
<b>6</b>	Subgrade preparation by leveling and compaction with a self-propelled tamping roller 10-12 t	67EVK	VC2IIR	m2	2500	21,00	52 500,00
<b>7</b>	Soil development under all "working" zones, including under paving zones	67EVK	VC2IIR	m3	440	125,00	55 000,00
<b>8</b>	Transportation of soil over a distance of 15 km	67EVK	VC2IIR	TH	792	50,00	39 600,00
<b>9</b>	Works on unloading the soil into the dump	67EVK	VC2IIR	m3	440	3,00	1 320,00
<b>10</b>	Compaction of the underlying layer of crushed stone - 150mm	67EVK	VC2IIR	m2	1100	285,00	313 500,00
<b>11</b>	Geotextile membrane laying	67EVK	VC2IIR	m2	1200	65,00	78 000,00
<b>12</b>	Compaction of the underlying layer of crushed stone - 150mm	67EVK	VC2IIR	m2	1100	256,00	281 600,00
<b>13</b>	Delivery of fertile soil for the planting layer of green areas	67EVK	VC2IIR	m3	320	358,00	114 560,00
	<b>Total Site preparation</b>						<b>968580,00</b>



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	<b>Construction and installation works</b>						
14	Installation of reinforced concrete pile foundations 0.4x0.4x0.9 (stage, bungalow, podium, children's play area, amphitheater, work area)	67EVK	VC2IIR	M3	24,00	4600,00	110400,00
	<b>Total Construction and installation works</b>						<b>110400,00</b>
	<b>Construction of indoor Sanitary Units with finishing and equipment</b>						
15	Filling strip foundation 3.5x3.5x0.3x0.3	67EVK	VC2IIR	m3	1,3	4 600,00	5 980,00
16	Fortan exterior wall masonry	67EVK	VC2IIR	m3	6	2 600,00	15 600,00
17	Exterior wall plaster	67EVK	VC2IIR	m2	38	110,00	4 180,00
18	Installation of natural stone	67EVK	VC2IIR	m2	38	1 364,00	51 832,00
19	Filling the screed with crushed stone preparation	67EVK	VC2IIR	m2	15	395,00	5 925,00
20	GK partitions with mineral wool insulation	67EVK	VC2IIR	m2	18	1 250,00	22 500,00
21	Interior plaster walls	67EVK	VC2IIR	m2	36	120,00	4 320,00
22	Finishing all walls	67EVK	VC2IIR	m2	75	280,00	21 000,00
23	Wall painting 2 times	67EVK	VC2IIR	m2	75	126,54	9 490,37
24	Installation of ceramic tiles on the floor	67EVK	VC2IIR	m2	15	1 375,09	20 626,34
25	Installation of ceramic tiles on the walls	67EVK	VC2IIR	m2	18	1 314,42	23 659,56
26	Installation of metal doors	67EVK	VC2IIR	Pc	4	14 240,00	56 960,00
27	Installation of a roof made of metal tiles with gutters and drains, including truss system and insulation	67EVK	VC2IIR	m2	21	1 550,00	32 550,00
28	Concrete pavement mounting	67EVK	VC2IIR	m2	8	385,00	3 080,00
29	Installation of a toilet bowl with a cistern, including a lid, a siphon, a water connection	67EVK	VC2IIR	Pc	2	6 500,00	13 000,00
30	Installation of a washbasin with a faucet, siphon, water connection	67EVK	VC2IIR	Pc	2	6 500,00	13 000,00
31	Installation of accessories (mirror, paper holders, accessories)	67EVK	VC2IIR	pc	2	5 500,00	11 000,00
	<b>Total Construction of indoor Sanitary Units with finishing and equipment</b>						<b>314703,26</b>
	<b>Electric installation works</b>						



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32	Shield 24mod, IP31, ShchRv-24z-0 UHL3, PDV-1:	67EVK	VC2IIR	Pc	1	1928,00	1 928,00
33	Voltage breaker Ue=690V, In=250A, Icm=8,0kA, EN 60947-3, IP40, VR32I-35/250A	67EVK	VC2IIR	Pc	1	2383,00	2 383,00
34	Installation of automates 32A	67EVK	VC2IIR	Pc	20	571,00	11 420,00
35	Installation of automates 80A	67EVK	VC2IIR	Pc	1	778,00	778,00
36	Installation of Rexant IP 68 sockets	67EVK	VC2IIR	Pc	40	523,00	20 920,00
37	Installation of a 3-phase socket IP 67	67EVK	VC2IIR	Pc	1	1989,00	1 989,00
38	Mounting switches	67EVK	VC2IIR	Pc	10	532,00	5 320,00
39	Installation of fixtures (bathrooms and work space)	67EVK	VC2IIR	Pc	17	692,00	11 764,00
40	Installation of convectors in sanitary facilities	67EVK	VC2IIR	Pc	3	4453,00	13 359,00
41	Installation of duct fans in sanitary facilities	67EVK	VC2IIR	Pc	2	3514,00	7 028,00
42	Cabling of areas for recreation from the shield to the power point (earthworks, cable, metal hose, junction boxes)	67EVK	VC2IIR	m.p.	468	392,00	183 456,00
43	Installation of lampposts Outdoor 2.5m height Led	67EVK	VC2IIR	Pc	15	22652,00	339 780,00
44	Installation of ground lamps 50cm height	67EVK	VC2IIR	Pc	6	8960,00	53 760,00
45	Installation of ground fixtures built into the ground level	67EVK	VC2IIR	pc	12	6222,00	74 664,00
	<b>Total Electric installation works</b>						<b>728549,00</b>
	<b>Installation of external water supply and sewerage</b>						
46	Laying of water pipes	67EVK	VC2IIR	m.p	105	283,00	29 715,00
47	Laying sewer pipes	67EVK	VC2IIR	m.p	45	340,00	15 300,00
48	Reinforced concrete wells for water supply and sewerage	67EVK	VC2IIR	pc	3	22 140,00	66 420,00
	<b>Total Installation of external water supply and sewerage</b>						<b>111435,00</b>
	<b>Landscaping</b>						
49	A layer of white decorative stone made of polished marble (Sakura Park area)	67EVK	VC2IIR	m3	3	48 380,00	145 140,00
50	Path arrangement - slab (hard wood with bituminous waterproofing)	67EVK	VC2IIR	m2	302	2 539,00	766 778,00
51	Laying paving slabs	67EVK	VC2IIR	m2	63	815,00	51 345,00



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52	Curb installation including concrete base	67EVK	VC2IIR	m.p.	126,5	788,00	99 682,00
53	Irrigation system device : 9 sprinklers / control unit / 3 zones	67EVK	VC2IIR	service	1	126 500,00	126 500,00
54	Lawn arrangement including grass seeding	67EVK	VC2IIR	m2	730	26,00	18 980,00
55	Tree planting Spruce/Sakura/Birch/Maple	67EVK	VC2IIR	Pc	48	9 835,00	472 080,00
	<b>Total Landscaping</b>						<b>1680505,00</b>
	<b>Total Amount no VAT</b>						<b>4247922,26</b>
	Transportation Costs	67EVK	VC2IIR	6%			254 875,34
	Directing expenses	67EVK	VC2IIR	5%			212 396,11
	<b>Total</b>						<b>4 715 193,71</b>
	Quote benefit	67EVK	VC2IIR	10%			471 519,37
	<b>Total Lei no VAT 0%</b>						<b>5 186 713,08</b>
						<b>GRAND TOTAL (excl VAT)</b>	<b>5186713,08</b>

#### **Article 2 - Technical specifications**

The following technical specifications shall apply to the work(s) to be performed in accordance with this Contract:

- The works should be carried out in accordance with the plans provided by the architect and validated by ACTED

The Contractor guarantees that the works he/she carries out for the Contracting Authority complies with the above specifications, for a period of ten (10) years.

#### **Article 3 - Timetable for completion of the work**

3.1 The work shall be carried out within a maximum of 6 weeks (six weeks) from the signing of this contract, and executed in accordance with the attached schedule signed by both parties.

In view of the possibility of a delay when several government agencies are involved in the registration process, the Contractor is taking the steps required to complete the registration procedures as soon as possible.

3.2 Any delay may be subject to a penalty equivalent to 0.2% of the contract amount per day and not exceeding 10% of the total amount.

#### **Article 4 - Warranties**

*No upfront bank warranty is requested for the present contract*

#### **Article 5 - Terms of payment**

For the performance of the above-mentioned works, the Contracting Authority shall pay the Contractor the sum of **5.186.713,08 MDL** (*Five million one hundred and eighty-six thousand seven hundred and thirteen MDL 08 coins*) charges excluded.



Prior to receipt of any payment, the Contractor shall provide a signed Works Completion Certificate, and an invoice to the representative of the Contracting Authority at Moldova Chisinau 45 Leandre Pillu The latter is hereby designated as the representative of the Contracting Authority authorized to sign the above-mentioned documents.

The Parties agree on the following terms of payment:

- a) **Before the provision of deliverable(s)** covered by this Contract as per article 1, the Contracting Authority shall pay the Contractor 2593356,54 MDL (*Two million five hundred and ninety-three thousand three hundred and fifty-six MDL 54 coins*) for services delivered by the Contractor and accepted by the Contracting Authority, and after submission of the above-mentioned documents.
- b) **Upon acceptance of all deliverables as per article 1,2,3** 2593356,54 MDL (*Two million five hundred and ninety-three thousand three hundred and fifty-six MDL 54 coins*) shall be paid to the Contractor within a maximum of one (1) month after delivery of all services accepted by the Contracting Authority in the Works Completion Certificate and after submission of a final invoice.

All approved payments shall be paid in accordance with the details stipulated in the invoice submitted to the Contracting Authority by the Supplier.

Payment by bank transfer from the Contracting Authority to the Contractor shall be made in accordance with the following bank references:

<b>Beneficiary Bank</b>	
Name of the bank	Mobiasbanca-OTP Group
Bank address	Chisinau
SWIFT	MOBBMD22
<b>Beneficiary</b>	
Beneficiary's name	MBC S.R.L.
Account number	MD85MO2224ASV78762077100

#### **Article 6 - Notices and means of communication**

All notices and other means of communication necessary or permitted between the Parties shall be in writing and sent by mail and/or e-mail and/or fax to the address or number listed below.

No communication shall be considered effective until it has been delivered and confirmed by acknowledgement of receipt, for the sending of mail, and/or until receipt of a confirmation of uninterrupted transmission, for the sending of e-mail.

Notifications are sent to the following address and phone number:

To the Contractor:

Name: Botnarenco Vladislav MBC SRL  
 Address: Mircea cel Batrin 20/3, Chisinau  
 Cell phone: +373 69 500 900  
 E-mail : vladislav@select.md

To the Contracting Authority:

Name: Julie Verburg ACTED Moldova  
 Address: Pushkin 45 Chisinau  
 Cell phone: +373 601 73 893  
 E-mail : leandre.pillu1@acted.org

The Parties may change their addresses and/or numbers by giving a minimum of fifteen (15) days written notice to the other Party. This notice shall be issued in accordance with the abovementioned provisions.

#### **Article 7 - Severability**






If any provision of this contract is declared invalid under any applicable law, such invalidity shall not affect the other provisions of this contract, which shall remain in effect without the invalid provision. In addition, the terms and conditions of this contract shall be considered enforceable to the fullest extent permitted by applicable law.

**Article 8 - Final provisions**

The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of priority:

- These Special Conditions of Purchase
- Technical specifications, drawings and designs annexed to this contract
- The Contractor's Offer (PRO-06) and its annexes
- ACTED General Conditions of Purchase
- ACTED Ethical Declaration signed by the Contractor (PRO-06.2)
- ACTED Supplier Questionnaire filled in and signed by the Contractor (PRO-06.1)
- ACTED Sample Acceptance Form (PRO-15) if applicable

The Parties agree that additions (addenda) to the documents listed above shall take precedence over the document they amend.

This Contract includes 8 Articles, including this one, and replaces all previous agreements between the Parties. This contract is drawn up in two (2) original copies, each of the parties being required to receive one original for all purposes. These original copies shall constitute all together one and the same contractual document.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized representative(s), have signed this Contract as of the date first above written.

Done at \_\_\_\_\_

**Signature and stamp of the Contractor**

**Signature and stamp of ACTED Country Director/Area Coordinator**

**Signature of the ACTED Country Logistics Manager/Logistics Officer**

**Signature of ACTED Country Finance Manager/Finance Officer**









# ACTED

LOGISTICS  
PRO-09.4  
Version 01/2022

I undertake to carry out the work within a maximum period of 6 weeks (six weeks) from the date of signature of this contract and to respect the work schedule summarised in this schedule. Penalty measures, as defined in the contract, could be applied in case of delay in the execution of this contract.

Done in Chisinau, on 15 November 2022,

Mr Botnarenco Vladislav

