



## SPECIAL CONDITIONS OF PURCHASE – REHABILITATION WORKS MOLDOVA

**Date:** 17/10/2023

**Description of Contract:** Works for Ungheni community center rehabilitation

**Reference Contract Number:** PC/67FJJ/J6G/IIC/CHI/PRO/MBC SRL/17102023

**Project Code / Budget Line:** 67FJJ/J6G/IIC

**Contract amount and currency:** 3 666 632,26 MDL (three million six hundred sixty-six thousand six hundred thirty-two Moldovan Lei twenty-six coins)

**ACTED internal Order ID:** OF/67FJJ/J6G/IIC/CHI/PRO/04092023

**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 str. Stefan cel Mare si Sfant, nr 182 floor 3, 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 Works for Ungheni community center rehabilitation and for the total amount of **3 666 632,26 MDL (three million six hundred sixty-six thousand six hundred thirty-two Moldovan Lei twenty six coins)** all taxes excluded (hereinafter referred to as the "Contract Price")

### HEREBY ATTEST TO THE FOLLOWING

112 818.40	1.00	pcs	67FJJ J6G/IIC	67FJJ J6G/IIC	Mounting the door with a sliding opening 2 x5 l with a sash
60 327.80	5.00	pcs	67FJJ J6G/IIC	67FJJ J6G/IIC	PVC door assembly 2 x3m
178 740.00	5.00	pcs	67FJJ J6G/IIC	67FJJ J6G/IIC	Installation of door with A sliding opening 2 x3m
4 025.00	1.00	pcs	67FJJ J6G/IIC	67FJJ J6G/IIC	Protector installation
3 820.00	1.00	pcs	67FJJ J6G/IIC	67FJJ J6G/IIC	Screen mounting



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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:

	Deliverable	Project code	Budget line	Unit	Quantity (1)	Unit price (pre-tax value) (MDL) (2)	Total price (excl. VAT) (MDL) (1)x(3)
<b>Works for Ungheni community center rehabilitation</b>							
1	Dismantling the ventilation system	67FJJ	J6G/IIC	set	1,00	6 750,00	6 750,00
2	Dismantling plastering walls	67FJJ	J6G/IIC	m2	458,00	91,80	42 044,40
3	Dismantling suspended ceiling	67FJJ	J6G/IIC	m2	242,00	81,00	19 602,00
4	Dismantling the corridor MDF ceiling	67FJJ	J6G/IIC	m2	12,00	101,25	1 215,00
5	Demolition of external concrete constructions	67FJJ	J6G/IIC	m2	137,50	405,00	55 687,50
6	Demolition of floors and constructions on the floor	67FJJ	J6G/IIC	m2	115,00	243,00	27 945,00
7	Demolition of dividing walls	67FJJ	J6G/IIC	m2	176,00	337,50	59 400,00
8	Garbage disposal after demolition	67FJJ	J6G/IIC	m3	217,00	236,25	51 266,25
9	Execution of double-clad GK walls with mineral wool insulation	67FJJ	J6G/IIC	m2	44,83	820,00	36 760,60
10	Execution of brick walls	67FJJ	J6G/IIC	m2	132,73	1 997,24	265 093,67
11	Molding of balustrades to the brick walls	67FJJ	J6G/IIC	ml	11,20	1 491,96	16 709,95
12	Finishing of existing walls and newly installed walls	67FJJ	J6G/IIC	m2	703,72	495,00	348 341,40
13	Installation of coffered ceilings type "ARMSTRONG"	67FJJ	J6G/IIC	m2	308,00	507,50	156 310,00
14	Mounting the door with a sliding opening 2.1x5.1 with a sash	67FJJ	J6G/IIC	pcs	1,00	112 919,40	112 919,40
15	PVC door assembly 2.1xlm	67FJJ	J6G/IIC	pcs	5,00	12 065,50	60 327,50
16	Installation of door with A sliding opening 2.1x3m	67FJJ	J6G/IIC	pcs	2,00	89 370,00	178 740,00
17	Projector installation	67FJJ	J6G/IIC	pcs	1,00	4 025,00	4 025,00
18	Screen mounting	67FJJ	J6G/IIC	pcs	1,00	3 620,00	3 620,00







19	Installation of the aluminum partition H 2m	67FJJ	J6G/IIC	m2	45,54	2 510,00	114 305,40
20	Installation of soundproof secured glass partition with door	67FJJ	J6G/IIC	m2	16,84	5 050,00	85 042,00
21	Cable routing	67FJJ	J6G/IIC	m	700,00	79,80	55 860,00
22	Installation of ceilings 60x60	67FJJ	J6G/IIC	pcs	49,00	880,00	43 120,00
23	Installation of panel cabinet	67FJJ	J6G/IIC	pcs	1,00	5 025,00	5 025,00
24	Installation of monopolar automatic circuit breaker	67FJJ	J6G/IIC	pcs	13,00	260,00	3 380,00
25	Installation of "EXIT" signs	67FJJ	J6G/IIC	pcs	4,00	472,50	1 890,00
26	Installation of sockets	67FJJ	J6G/IIC	pcs	50,00	229,55	11 477,50
27	Circuit breaker installation	67FJJ	J6G/IIC	pcs	10,00	229,55	2 295,50
28	Installation of distribution boxes	67FJJ	J6G/IIC	pcs	10,00	172,80	1 728,00
29	Installation of acoustic system	67FJJ	J6G/IIC	set	1,00	5 700,00	5 700,00
30	Execution of squint	67FJJ	J6G/IIC	m	220,00	143,09	31 479,80
31	Kitchen installation	67FJJ	J6G/IIC	set	1,00	42 325,00	42 325,00
32	Heating installation	67FJJ	J6G/IIC	pcs	10,00	2 595,00	25 950,00
33	Sink installation	67FJJ	J6G/IIC	pcs	3,00	4 176,15	12 528,45
34	Modification of the heating system	67FJJ	J6G/IIC	pcs	1,00	8 400,00	8 400,00
35	Laying of heating pipes	67FJJ	J6G/IIC	m	72,00	296,47	21 345,84
36	Laying of water pipes	67FJJ	J6G/IIC	m	32,00	595,64	19 060,48
37	Cleaning and revision of the sewage system	67FJJ	J6G/IIC	pcs	1,00	5 400,05	5 400,05
38	Installation of AC devices	67FJJ	J6G/IIC	pcs	6,00	24 320,00	145 920,00
39	Installation of fans and systems	67FJJ	J6G/IIC	pcs	2,00	22 020,00	44 040,00
40	Forced heating equipment rental	67FJJ	J6G/IIC	serv	8,00	2 000,00	16 000,00
41	Gas supply services and heating equipment	67FJJ	J6G/IIC	serv	200,00	551,55	110 310,00
42	Execution of a leveling hoe	67FJJ	J6G/IIC	m2	100,00	1 155,65	115 565,00
43	Self-leveling spade	67FJJ	J6G/IIC	m2	309,00	594,53	183 709,77
44	Decorative microcement stratification floors	67FJJ	J6G/IIC	m2	309,00	1 540,00	475 860,00
45	Decorative microcement floors, color and structure	67FJJ	J6G/IIC	m2	309,00	322,00	99 498,00
46	Plinth Installation	67FJJ	J6G/IIC	ml	210,00	274,05	57 550,50





47	Floor concreting	67FJJ	J6G/IIC	m2	40,00	2 686,12	107 444,80
48	Wall concreting	67FJJ	J6G/IIC	m2	25,00	2 357,70	58 942,50
49	Thermal Insulation of facades and shutters	67FJJ	J6G/IIC	m2	120,00	795,00	95 400,00
50	Painting the facade	67FJJ	J6G/IIC	m2	120	184,50	22 140,00
51	Installing the canopy	67FJJ	J6G/IIC	ml	12,00	2 143,75	25 725,00
52	Paving with installation of curbs	67FJJ	J6G/IIC	m2	100,00	854,56	85 456,00
53	Transportation services	67FJJ	J6G/IIC	serv	1,00	80 000,00	80 000,00
<b>GRAND TOTAL (excl VAT) (MDL)</b>							<b>3 666 632,26</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 work 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 one (1) year.

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

3.1 The works shall be completed by the 31<sup>st</sup> of December 2023. The last payment and completion certificate shall be signed on this day the latest.

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 2% of the contract amount per day, not exceeding 10% of the total amount.

### Article 4 - Warranties

The contract is subject to a notarial warranty standing as a performance security bond irrevocably and independently undertaking to pay the Contracting Authority, any sum or sums not exceeding in total an amount of **3 666 632,26 MDL (three million six hundred sixty-six thousand six hundred thirty-two Moldovan Lei twenty six coins)** upon receipt of the Contracting Authority's first demand, supported by the Contracting Authority's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Contracting Authority needing to prove or to show grounds for the demand or the sum specified therein.



In the event of any claim under this guarantee, payment shall be effected to Acted Moldova, to the following bank account:

Beneficiary: ASOCIATIA ACTED DIN PARIS SUCURSALA DIN REPUBLICA MOLDOVA

Fiscal Code: 1022620001893

Beneficiary Bank: BC'MAIB'S.A.

BIC Code: AGRNMD2X

IBAN Code : MD55AG00000022514705385

**This warranty shall expire not earlier than December 31<sup>st</sup>, 2024.**

**The present contract will be considered as void if the Contractor fails to comply such a notarial warranty within 20 (twenty) days from contract signature by all parties and the Contracting Authority may not be held responsible for any payment nor reimbursement in such a case.**

**Article 5 - Terms of payment**

For the performance of the above-mentioned works, the Contracting Authority shall pay the Contractor the sum of **3 666 632,26 MDL (three million six hundred sixty-six thousand six hundred thirty-two Moldovan Lei twenty six coins)** charges excluded.

Prior to receipt payment a), the Contractor shall provide a signed invoice to the representative of the Contracting Authority at Moldova Chisinau, Julie Verbrug. The latter is hereby designated as the representative of the Contracting Authority authorized to sign the above-mentioned documents.

Prior to receipt payment b), the Contractor shall provide a signed Works Completion Certificate, and an invoice to the representative of the Contracting Authority at Moldova Chisinau, Julie Verbrug. 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:

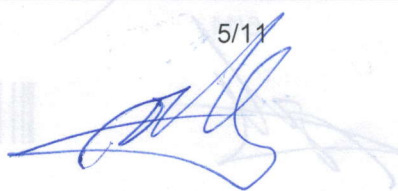
- a) **Before the provision of deliverable(s)** covered by this contract as per articles 1,2,3 the Contracting Authority shall pay the Contractor 1 833 316,13 MDL (One million eight hundred thirty-three thousand three hundred sixteen Moldovan Lei thirteen coins) within 3 days after the signing of the Contract.
- b) **Upon acceptance of all deliverables as per article 1,2,3** 1 833 316,13 MDL (One million eight hundred thirty-three thousand three hundred sixteen Moldovan Lei thirteen coins) shall be paid to the Contractor within a maximum of 2 weeks after delivery of all services accepted by the Contracting Authority in the Works Completion Certificate and after submission of a final invoice and a guarantee signed by a notary corresponding to 5% of the contract total amount for a period of 365 days after the acceptance of all deliverables.

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	OTP Group
Bank address	Chisinau
SWIFT	MOBBMD22
<b>Beneficiary</b>	
Beneficiary's name	MBC S.R.L.
Account number	MD85MO2224ASV78762077100

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**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](mailto:vladislav@select.md)

To the Contracting Authority:

Name: Julie Verbrug ACTED Moldova  
 Address: Stefan cel Mare 182, 3rd floor Chisinau

Cell phone: +373 601 73 893  
 E-mail : [julie.verbrug@acted.org](mailto:julie.verbrug@acted.org), Cc  
[alexandre.cuby@acted.org](mailto:alexandre.cuby@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
- 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
- Annex 1: Operational Schedule (Worplan)

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.

Account number	MCS8MOZ2AASV78267709
Beneficiary's name	MBC S R L
Beneficiary	
SWIFT	MOBMD22
Bank address	

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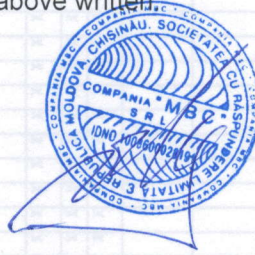
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IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representative(s), have signed this Contract as of the date first above written.

Done at Chisinau

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

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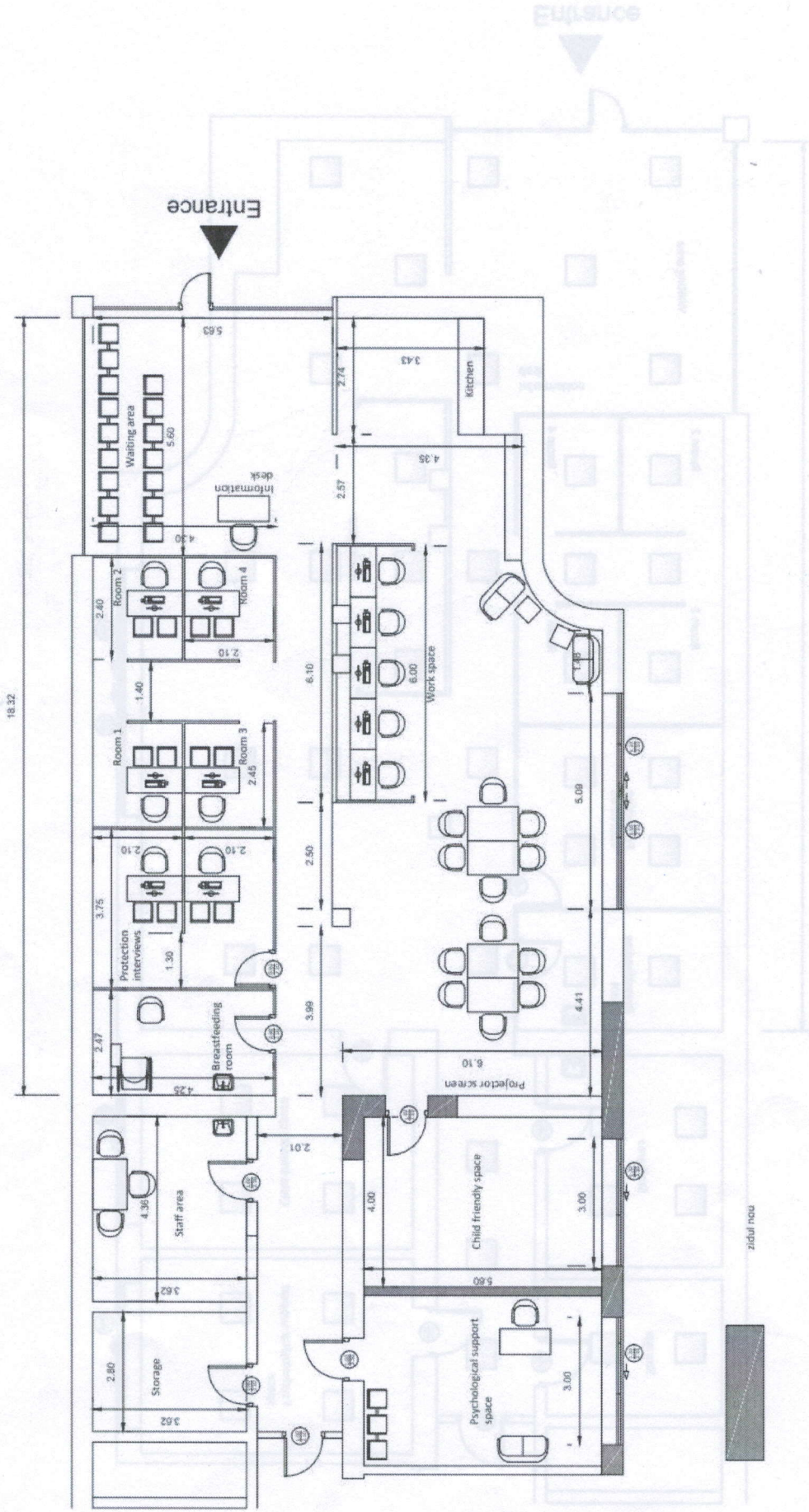




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Annex 2: Technical Drawing\_01



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Annex 3: Technical Drawing\_05



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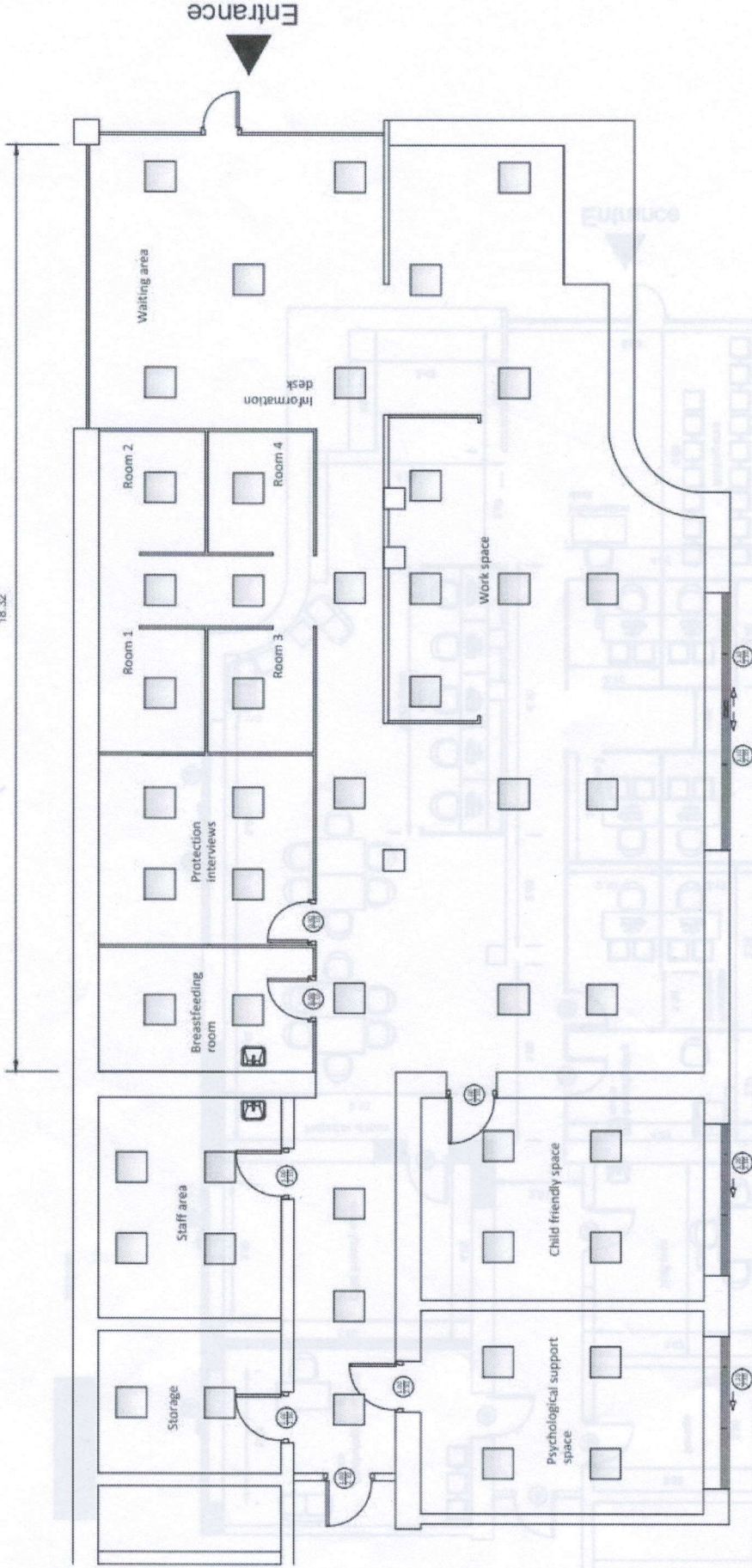
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Annex 3: Technical Drawing \_02



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Annex Technical Drawing \_01



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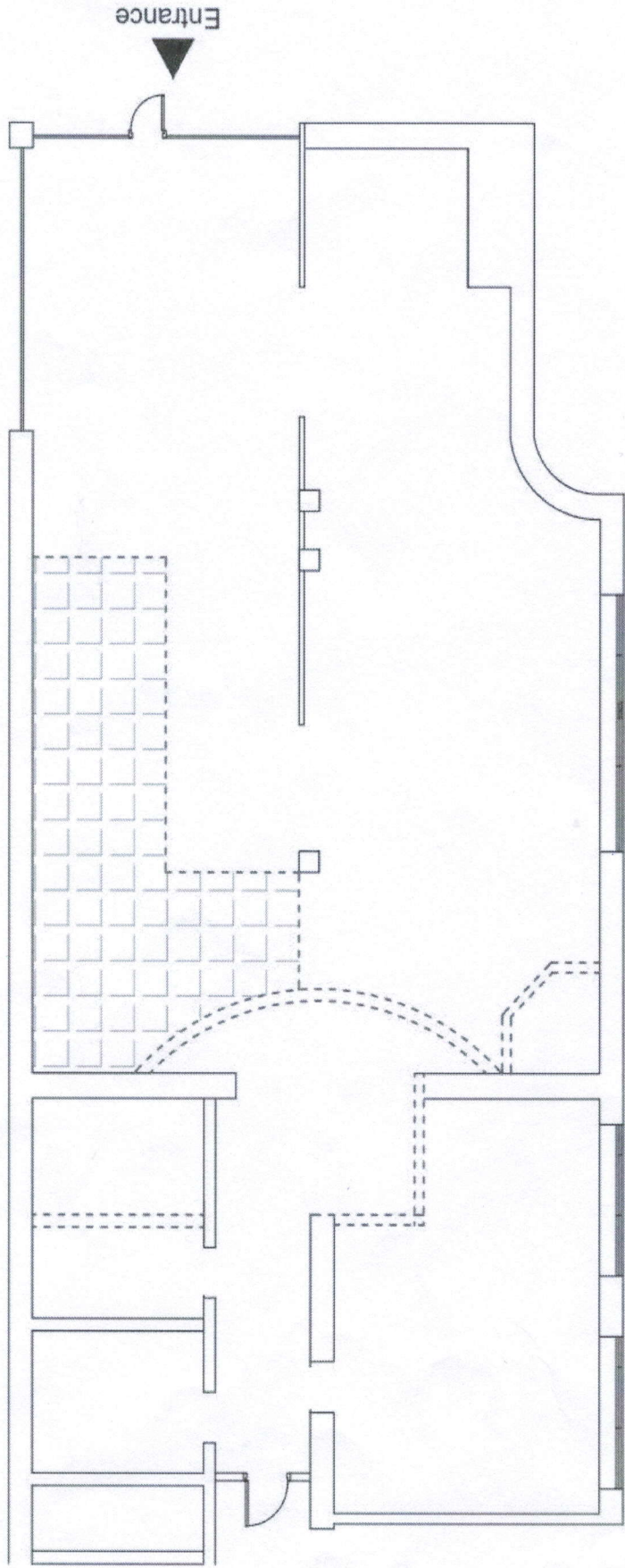
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Annex 4: Technical Drawing \_03



demolarea podiumului h=300 mm



demolarea peretilor despărțitori h=3900 mm

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