

OFERTANT
SRL „Moncomtex”

EXPERIENȚĂ SIMILARĂ F3.9

1. Denumirea și obiectul contractului: **Capital repairing of the roof of the kindergarden no.3, Besalma village, GATU.**

2. Numărul și data contractului ***Nr.ITB17/1663 din /03/2018***

3. Denumirea/numele beneficiarului ***UNDP Moldova***

4. Adresa beneficiarului ***31 August 1989 Street***

5. Țara ***Republica Moldova***

6. Calitatea în care a participat la îndeplinirea contractului ***anteprenor general***

(se notează opțiunea corespunzătoare)

antreprenorul sau antreprenorul general (lider de asociație)

antreprenor asociat

subantreprenor

7. Valoarea contractului	exprimată în moneda în care s-a încheiat contractul	exprimată în echivalent dolari SUA
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a) inițială

(la data semnării contractului)	2 438 406.08	146 012.34
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b) finală

(la data finalizării contractului)	2 438 406.08	146 012.34
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8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: ***Nu***

9. Perioada de execuție a lucrării (luni)

a) contractată ***4 (patru) luni***

b) efectiv realizată ***4 (patru) luni***

c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul ***Nu***

10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor 1 din 17/10/2018.

11. Principalele remedieri și completări înscrise în procesul-verbal de recepție ***Nu***

12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacități și categorii de lucrări prevăzute în contracte .

Ofertant

(semnătura)

L.Ș.

*) Se completează fișe distincte pentru fiecare contract, care este necesar să fie confirmat prin prezentarea contractului de antrepriză sau subantrepriză, precum și prin procesul-verbal de recepție, la terminarea lucrărilor



CONTRACT FOR WORKS

Contract Ref.: **ITB17/1663-Lot#2**

Date: **March** __, 2018

Dear Sir/Madam,

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**MONCOMTEX**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Capital repairing of the roof of the kindergarten no. 3", Besalma village, GATU** (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a. this Contract;
 - b. Annex I – The General Conditions of Contract for Civil Works;
 - c. Annex II – Schedule of Requirements and Technical Specifications dated 27 December 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
 - d. Annex III - the Contractor's Offer including the Price Schedule and Bills of Quantities submitted by the Contractor as part of its Bid dated 19 January 2018, 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.

"MONCOMTEX" LLC

Pobedy street 26, Comrat city, Republic of Moldova,

2. Obligations of the Contractor

- 2.1 The Contractor shall commence the Works within **5 (five) 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 Substantially complete the Works in not more than **120 calendar days**, in accordance with the

Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

2.3 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions within 5 (five) days from the date on which he shall have been given access to the Site.

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 **99,228.05 USD (ninety-nine thousand two hundred twenty-eight dollars and 05 cents)**.

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 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.

3.5 Invoices for the work performed and materials utilized shall be submitted every 15 days; and a final invoice within 15 days from the issuance of the Certificate of Final Completion by the Engineer. Payments will be made in MDL at UNORE on the day of payment.

3.6 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 10 days of their receipt, when no objections for the performed works exist.

3.7 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.

3.8 Payment of the **final invoice** in the amount of **not less than 10% (ten)** of the total estimated price of the contract shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

3.9 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Project "Support in Agricultural and Rural Development in ATU Gagauzia and Taraclia" implemented by UNDP.

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

Alexandru URSUL

Le Roi Business Center, #29 Sfatul Tarii Street, off. 403, Chisinau, Moldova

e-mail: Alexandru Ursul <alexandru.ursul65@gmail.com>

UNDP may appoint another person as Engineer as will be notified in writing to the Contractor. 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,



Stefan Liller

Deputy Resident Representative

UNDP Moldova



For "Moncomtex" LLC

Agreed and Accepted:

Signature _____

Name

Mavrodi Oleg

Title

Director

Date _____



Handwritten initials

United Nations Development Programme



Empowered lives.
Resilient nations.

19.07 - JJ 0443603 - 600760,97 usd
15.08 - JJ 0143622 - 642535,31 usd
13.11 - JJ 0252911 - 137083,88 usd
14.05 - JJ 0143565 - 422421,05 usd
24.04 - JJ 0443558 - 628088,89 usd

2,430,890,1 usd

Ref: ITB17/1663-Lot#2

AMENDMENT#1 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
"Moncomtex" LLC

Date: July 17, 2018

Reference is made to the contract for works dated March 15, 2018 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME** (UNDP), and the "**MONCOMTEX**" LLC, in order to perform **Construction works for social infrastructure projects: Lot# 2, Site 1: "Capital repairing of the roof of the kindergarten no. 3", Besalma village, GATU.**

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 "Moncomtex" LLC and UNDP now wish to amend said Contract in order to:

- include additional works in the **Besalma village, in the amount of 46,784.29 USD**

82,167
2,438,406,048

WHEREAS such Amendment will result in an increase of **USD 46,784.29** (forty-six thousand seven hundred eighty-four dollars and 29 cents) making this amended Contract total **USD 146,012.34** (one hundred forty-six thousand twelve dollars and 34 cents), following the breakdown below:

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

Clause 1.2 shall be changed to now 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:
- this letter;
 - the Contractor's Bill of Quantities for additional works attached hereto as Annex I;
 - Annex II - Schedule of Requirements and Technical Specifications dated 27 December 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
 - Annex III - the Contractor's Offer including the Price Schedule and Bills of Quantities submitted by the Contractor as part of its Bid dated 19 January 2018, not attached hereto but known to and in the possession of both parties.

Handwritten signature or mark

- e. the letter confirming that Contractor will comply with the volume of work estimated in the BOQ published within ITB17/1663, Lot #2, Site 1: "Capital repairing of the roof of the kindergarten no. 3", Besalma village, GATU, additional volume of Works for Besalma village according to the Moncomtex LLC financial proposal in the amount of 46,784.29 USD and Commitment letter regarding the additional volumes of Works.

Clause 1.2 shall be changed to now read as follows:

The Contractor shall commence the Works within 5 (five) days from the date he shall have been given access to the site and received the notice to commence from the Engineer, and Substantially complete the Works in not more than **155 calendar days**, not later than August 20, 2018, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

Clause 3.1 shall be changed to now read as follows:

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to 146,012.34 USD (one hundred forty-six thousand two hundred eighty-five dollars and 45 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:

By


(signature)

Dafina Gercheva
UN Resident Coordinator
UNDP Resident Representative in Moldova

Date:

17.07.18



For "Moncomtex" LLC:

By


(signature)

Mavrodi Oleg,
Director

Date:

17/07/2018

