



SPECIAL CONDITIONS OF PURCHASE - WORKS MOLDOVA

Date: 25/10/2023

Description of Contract: Lot 1: Childcare Facility Balti

Reference Contract Number: SCP/67FJJ/J6G/MULTI/HIPERTEH SRL/25-10-2023/01

Project Code / Budget Line: 67FJJ/J6G/MULTI

Contract amount and currency: 944 598,74 MDL (Nine hundred forty-four thousand, five hundred and ninety-eight Moldavian LEI, 74 coins).

ACTED internal Order ID: OF/67FJJ/J6G/MULTI/25-09-2023

ACTED Supplier's code: F670300

THE UNDERSIGNED

ON THE ONE PART

The representative office of the « Agence d'Aide à la Coopération Technique et au Développement » (ACTED), domiciled in Moldova, mun Chişinău, str. Ştefan cel Mare și Sfânt, nr. 182, etajul 3, represented by Mrs Julie Verburg acting as Country Director Moldova, duly authorized for the purposes hereof,

Hereinafter referred to as the "Contracting Authority",

ON THE OTHER PART

The Company HIPERTEH SRL, having its registered office in 44/18 Puskin str. Chisinau registered in Moldova under the number 1003600080897, Represented by Mr Gherghisan Constantin, 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 work for a total amount of *rehabilitation and reparation* and for the total amount of 944,598.74 (Nine hundred forty-four thousand, five hundred and ninety-eight Moldavian LEI, 74 coins). all taxes excluded (hereinafter referred to as the "Contract Price")

HEREBY ATTEST TO THE FOLLOWING

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(2)
1	Dismantle windows and installing 85 windows approximately, on an area of 221 square meters. (Detailed in Article 2)	67FJJ	J6G/MULTI	SERVICE	1	944 598,74	944 598,74



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GRAND TOTAL (EXCL VAT) (MDL)	944 598,74
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Article 2 - Technical specifications

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

Item N°	Material description	Bugdet line	Unit	Quantity	Prices MDL	
					Unit price Excl. Tax	Total price Excl. Tax
1	Dismantling wood windows (205x205cm) - 29 pcs	J6G/MULTI	m2	121,87	49,97	6 089,84
2	Dismantling wood windows (175x205cm) - 4 pcs	J6G/MULTI	m2	14,67	49,97	733,06
3	Dismantling wood windows (120x205cm) - 4 pcs	J6G/MULTI	m2	9,84	49,95	491,51
4	Installation of aluminum windows one opening (205x205cm) - 20 pcs	J6G/MULTI	m2	84,05	5163,72	434 010,67
5	Installation of aluminum windows with double opening and mosquito net (205x205cm) - 9 pcs	J6G/MULTI	m2	37,82	5554,04	210 053,79
6	Installation of aluminum windows one opening (175x205cm) - 4 pcs	J6G/MULTI	m2	14,67	5309,33	77 887,87
7	Installation of aluminum windows one opening (120x205cm) - 4 pcs	J6G/MULTI	m2	9,84	6747,66	66 396,97
8	Installation of internal sills (205x15cm) - 20 pcs	J6G/MULTI	m2	6	331,63	1 989,78
9	Installation of internal sills (205x45cm) - 9 pcs	J6G/MULTI	m2	8,3	474,43	3 937,77
10	Installation of internal sills (175x35cm) - 4 pcs	J6G/MULTI	m2	2,45	417,31	1 022,41
11	Installation of internal sills (120x35cm) - 4 pcs	J6G/MULTI	m2	1,7	417,31	709,43





12	Installation of external sills (205x25cm) - 29 pcs	J6G/MULTI	m2	14,8	330,74	4 894,95
13	Installation of external sills (175x25cm) - 4 pcs	J6G/MULTI	m2	1,75	330,74	578,80
14	Installation of external sills (120x25cm) - 4 pcs	J6G/MULTI	m2	1,2	330,74	396,89
15	Internal plastering around window frames and sills	J6G/MULTI	m	340	95,23	32 378,20
16	Internal painting around window frames and sills	J6G/MULTI	m	340	95,1	32 334,00
17	External plastering around window frames and sills	J6G/MULTI	m	340	95,23	32 378,20
18	External painting around window frames and sills	J6G/MULTI	m	340	112,69	38 314,60
					Total price (MDL)	944 598,74

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 22nd 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 0.2% of the contract amount per day and not exceeding 10% of the total amount.

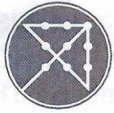
Article 4 – Warranties

4.1 In case of any damage/defect following the completion of the works, the Contractor shall repair the damaged work at no cost at the simple demand of the Contracting Authority. These repairs shall be guaranteed for a period of 1 (one) year after signing the Certificate of Completion, specifically until December 31st 2024.

4.2 The Contractor engages him/herself to sign a notary warranty to 5% of the contract total amount which will cover a period of 365 days after the acceptance of all deliverables, specifically until December 31st 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. In addition the Contractor will have to reimburse the totality of the first payment if the present contract is voided.**



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Article 5 - Terms of payment

For the performance of the above-mentioned works, the Contracting Authority shall pay the Contractor the sum of **944 598,74 MDL (Nine hundred forty-four thousand, five hundred and ninety-eight Moldavian LEI, 74 coins)** charges excluded.

Prior to receipt payment a), the Contractor shall provide a signed invoice to the representative of the Contracting Authority at Moldova, mun Chişinău, str. Ştefan cel Mare şi Sfânt, nr. 182, etajul 3, 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 283,379.62 MDL (Two hundred eighty-three thousand and three hundred seventy-nine Moldovan Lei, 62 coins), equivalent to 30% of the contract total amount, within 3 days after the signing of the Contract.
- b) **Upon acceptance of all deliverables as per article 1,2,3** ; 661 219,12 MDL (Six hundred sixty-one thousand and two hundred nine-teen Moldovan Lei, 12 coins), equivalent to 70% of the contract total amount, 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 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:

Beneficiary Bank	
Name of the bank	BC Moldova-Agroindbank SA
Bank address	Chisinau
SWIFT	AGRNMD2X885
Beneficiary	
Beneficiary's name	HIPERTEH SRL
Account number	MD38AG000002251551021007

In the event of any claim under the 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 : MD55AG000000022514705385

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.



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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: Gherghisan Constantin HIPERTEH SRL
Address: 44/18 Puskin str. Chisinau
Cell phone: +37322240425
E-mail : hiperteh@mail.ru

To the Contracting Authority:

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

Cell phone: +373 601 73 893

E-mail : julie.verbrug@acted.org, Cc
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)

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

This Contract includes 6 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.



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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

Gherghisan Constantin
Director



Signature and stamp of ACTED Country Director

Julie Verburg

Signature of the ACTED Country Logistics Manager

Alexandre Cuby



Signature of ACTED Country Finance Manager



INVESTITOR: Reprezentanța "Agence d'Aide à la Coopération Technique et au Développement"(ACTED), cu sediul în Republica Moldova, mun. Chișinău, str.Ștefan cel Mare și Sfânt, nr.182, et.3

PROCES-VERBAL DE RECEPȚIE FINALĂ

Nr. A1 din 26.12.23

Obiectul „Lucrari de reparatie a Centrului de ingrijire a copiilor Balti, schimbarea ferestrelor” este executat în cadrul contractului nr. Nr. SCP/67FJJ/J6G/MULTI/HIPERTEH SRL/25102023/01 din " 25.10.2023 ".

1. Comisia de recepție finală și-a desfășurat activitatea în intervalul 20-22.12.23, fiind formată din:

Presedintele comisiei:

Rabi Eid

Membrii comisiei:

Razvan Viorica

Nichiforuc Alione

Ionari Sanos

(numele, prenumele)

2. 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 data de 22.12.2023;

3) observațiile comisiei de recepție finală sînt prezentate în lista-anexă nr. 2;

4) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului (nu) sînt în posesia utilizatorului;

5) valoarea obiectului este de 944598.74 lei, conform listei-anexă nr. 1.

3. În baza constatărilor făcute, comisia de recepție finală propune: **Admiterea recepției**

4. Comisia de recepție finală motivează propunerea făcută prin:

Lucrarile au fost executate conform devizelor de cheltuieli

5. Comisia de recepție finală recomandă următoarele:

De receptionat lucrarea „ Lucrari de reparatie a Centrului de ingrijire a copiilor Balti, schimbarea ferestrelor”

6. Prezentul proces-verbal, conținând 2 file și 1 anexe numerotate, cu un total de 3 file, a fost încheiat astăzi 26.12.23 la în 2 exemplare.

Comisia de recepție:

Președinte: _____

Membri: _____

_____ Razvon Viorica
_____ Nichiforcu Alione
_____ Izari Taroș _____

(numele, prenumele, semnătura)

L.Ș. _____
(semnătura) (funcția, numele, prenumele)

7. Lucrarea Lucrari de reparatie a Centrului de ingrijire a copiilor Balti, schimbarea ferestrelor este:

TRANSMISĂ:

EXECUTANTUL:

"26" 12 2023
L.Ș. _____
(semnătura)



PRIMITĂ:

INVESTITORUL:

"26" 12 2023
L.Ș. _____
(semnătura)



Lista neajunsurilor a lucrărilor executate.

(A large handwritten mark, possibly a stylized 'Z' or a signature, is present in the center of the page.)

TRANSMISĂ:
EXECUTANTUL:



"26" 12
L.Ș. *(Signature)*
(semnătura)

PRIMITĂ:
BENEFICIARUL:



"26" 12/2013
L.Ș. *(Signature)*
(semnătura)

Scrisoare de recomandare

Prin prezenta avem plăcerea să vă informăm cu privire la colaborarea Reprezentanța "Agence d'Aide à la Coopération Technique et au Développement"(ACTED), și compania SRL "Hiperteh"

Pe parcursul anului 2023 în contractului PC/67FJJ/J6G/MULTI/CHI/PRO/HIPERTEH SRL/17102023 din 17.10.2023; Nr. SCP/67FJJ/J6G/MULTI/HIPERTEH SRL/25102023/01 din " 25.10.2023 " și SCP/67FJJ/J6G/MULTI/HIPERTEH SRL/14-11-2023/06 din 14.11.2023, a fost realizat un set de măsuri destinate consolidării capacităților comunităților gazdă în vederea integrării refugiaților ucraineni. În acest context, compania SRL "Hiperteh", în urma desfășurării unei licitații publice a fost contractată în vederea executării Lucrari de reparatie a Centrului de ingrijire a copiilor Balti, schimbarea ferestrelor", Efectuarea lucrarilor de reabilitare UID 12 Chisinau si Lucrări de reabilitare IUU 12 Chișinău – Lucrări de reparații a toaletelor, etajul 1 . Valoarea totală a livrărilor contractate a constituit 4928851.56lei. În cadrul contractelor încheiate, de către compania SRL "Hiperteh" sau realizat lucrari de imbunatatirea conditiilor procesului educational si anume:

-lucrari de schimbarea ferestrelor si reparatia glafurilor interioare si exterioare, instalarea plaselor antimaschit ce a contribuit la termoizolarea cladirii gradinitei..

-lucrari reparatia capitala a etajului 4 ce include: reparatia capitala a peretilor podurilor si tavanelor, reparatia sistemii de incalzire, ventilare, electrice, sistemului antiincendiar si camerilor sanitare.

-lucrari reparatia capitala a camerilor dsanitare de la etajul 1 ce include: reparatia capitala a peretilor podurilor si tavanelor, reparatia sistemii de incalzire, ventilare, electrice, sistemului antiincendiar si camerilor sanitare.

Pe parcursul desfasurarii lucrarilor nu au fost inregistrate cazuri de accidente la locuri de munca si nu au fost depistate neconformitati cu proiectul de executie si normele in vigoare.

În procesul de realizare a contractelor, echipa companiei SRL "Hiperteh" s-a remarcat prin profesionalism înalt la toate etapele. A executat lucrarile cu grijă și atenție la detalii, pentru a asigura confortul și siguranța copiilor care se folosesc de acesta.

Reieșind din cele expuse, recomandăm cu încredere compania SRL "Hiperteh" pentru orice proiect de constructii, reconstrucții si renovari . Echipa lor profesionistă și dedicată garantează succesul fiecărui proiect și avem încrederea că și dumneavoastră vă veți bucura de aceeași experiență plăcută și satisfăcătoare.

Cu respect,
Infrastructure DPM ACTED
RABI EID

