

Construction Contract on Measurement Basis



Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

The

A2

**Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
D-65760 Eschborn
Federal Republic of Germany**

- hereinafter referred to as the
- **"Employer"** -

and

**CADOM-GAZ SRL
56/30, 27 August St.
Rezina, MD-5403
e-mail: cadomgaz@yahoo.com**

- hereinafter referred to as the
- **"Contractor"** -

herewith enter into the following Contract
for the Project: Supporting Moldovan communities in hosting Ukrainian
refugees

Country: Moldova

For correspondence (Please quote on all correspondence and invoices)

Contract No. (Cosoft No): 83472600

Project Processing No.: 22.4046.3-003.00

Date: 03.10.2024

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36
53113 Bonn, Germany
T +49 228 4460-0
F +49 228 4460-1766

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 6196 79-0
F +49 6196 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

Chairperson of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven (Vice-Chair)
Anna Sophie Herken

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

1. PURPOSE OF THE CONTRACT - SCOPE OF WORKS

- 1.1 The Employer awards and the Contractor takes over the execution of the following construction works: Repair of premises and territorial improvement of the "Asylum for the Elderly and disabled Persons" in the city of Rezina
- 1.2 The Employer engages herewith the Contractor to conduct these Works, for which the Contractor will be paid directly by the Employer. However, the Final end-user / Beneficiary of the results of the executed Works, for which a building permit is to be issued (if applicable), will be the following person/entity: Territorial Service for Social Assistance, no.1. August 27 str. Rezina.
(hereinafter referred to as the "**End-user/Beneficiary**"), the same End-user / Beneficiary is obliged to obtain all necessary building permits needed for the performing of the herewith agreed Works (if applicable).

2. CONTRACT DOCUMENTS

The priority of documents forming the Contract shall be as follows:

- 2.1 This Construction Contract
with Supplementary terms and conditions for constructions works
- 2.2 The Specification of Works / technical specifications
- 2.3 The priced Bill of Quantities (including Daywork Rates), dated 14.09.2024.

3. TERMS OF EXECUTION - COMMENCEMENT OF WORKS

- 3.1 The Employer or his Authorized Representative shall give at least 7 working-days notice in writing, prior to the date of handing-over of the site to the Contractor. The Contractor shall commence the Works within 5 working-days of the date of the handing-over of site.
- 3.2 The Contractor agrees to execute and to complete the Works as described in the documents listed under Clause 2 with due care and diligence in accordance with generally accepted construction practices, especially the ones of the country in which the Works are to be carried out.
- 3.3 The Contractor shall submit a work programme not later than **11.10.2024**.
- 3.4 The Contractor shall supply all building materials, equipment, plant and tools necessary for the execution of the Works in due number and time.
- 3.5 The Contractor shall provide all qualified and experienced labour necessary in due number and time and shall supervise their activities with due care and diligence. The Employer or his Authorized Representative shall be entitled to object to and require the Contractor to remove from the Works any person employed by the Contractor who, in the opinion of the Employer or his Authorized Representative, is incompetent, negligent, or guilty of misconduct.
- 3.6 No work shall be covered up or otherwise put out of view without prior approval in writing by the Employer or his Authorized Representative.
- 3.7 The Employer or his Authorized Representative shall be entitled to make any variation of the form, quantity or quality of the Works or any part thereof that may, in his opinion, be necessary or desirable (cf. Clause 4.2). No such variation shall be made without an order in writing by the Employer or his Authorized Representative.

- 3.8 Building materials and Works may be subject to tests at any time at the request of the Employer or his Authorized Representative. These tests shall be carried out as directed by the Employer or his Authorized Representative at the place of manufacture or fabrication or on site or in a testing institute. The Contractor shall provide such assistance, materials, plant, instruments and labour as required for such test. The costs of carrying out such tests shall be borne by the Contractor.
- 3.9 The Contractor shall keep the site free from all unnecessary obstructions at all times and shall remove all materials and plant which are no longer required. Upon completion of the Works he shall leave the site clean and orderly to the satisfaction of the Employer or his Authorized Representative.
- 3.10 The Contractor shall treat the details of this Contract as well as any aspects of its implementation as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose any such information to third parties without the prior consent in writing of the Employer or his Authorized Representative. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.
- 3.11 The Employer or his Authorized Representative has the right for on-the-spot-checks at the site that may be carried out on request by representatives of the financing or co-financing parties (e.g. EU).

4. REMUNERATION - ADDITIONAL WORKS

- 4.1 The Employer shall pay the Contractor a Contract Price of up to

823.774,07 (MDL)

(Eight hundred twenty-three thousand seven hundred seventy-four,07 MDL)

in accordance with the prices stated in the Bill of Quantities and the Works actually executed and measured. The Contract Price shall be subject to such additions and deductions as may be made under the provisions of this Contract.

- 4.2 The rates and prices of the Bill of Quantities shall cover all services and works of the Contractor described in the Specifications and the Drawings. Additional works shall be remunerated only if they were ordered in writing by the Employer or his Authorized Representative and shall be valued at the prices set out in the Bill of Quantities.
- 4.3 If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Employer and the Contractor in advance. In the event of disagreement, the Employer shall fix such rates or prices as shall, in his opinion, be reasonable and proper, taking into account all prevailing circumstances.
- 4.4 The Contractor shall invoice Value Added Tax (VAT) if and as prescribed by law; the Employer will refund the amount in addition to the remuneration.

Amount of VAT (if applicable):

5. TIME FOR COMPLETION - PENALTY FOR DELAY

5.1 The Contractor shall complete the Works as listed under Clause 1 and 2 until 15.12.2024, after the handing-over of site and shall request the issue of the Taking-Over Certificate at least 3 weeks prior to the date of completion.

5.2 If the Contractor should fail to achieve the completion of the Works within the period prescribed in Clause 5.1, the Contractor shall pay to the Employer a penalty of one per mille (1/1000) of the Contract Price stated under Clause 4.1 for every working-day of delay up to a limit of 5 % of the Contract Price.

5.3 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other obligation or liability under this Contract, nor to be liable for any and/or further damages towards the Employer beyond the hereinabove set penalty, if such would incur.

6. AUTHORIZED REPRESENTATIVE AND THE ENGINEER / EXPERT - SUPERVISION OF THE WORKS

6.1 The site supervision shall be carried out by an authorized firm or person assigned to act on behalf of the Employer and shall exercise the rights of the Employer under this Contract. The Employer herewith appoints as Authorized Representative for the execution of the Works: Victor Poparcea, Technical Advisor, (herein referred to as the "**Authorized Representative**")

6.2 The Employer shall provide expert supervision during construction of the facility, i.e. execution of the Works, for which a building permit is to be issued. Such expert supervision entails: control whether the Works are / construction is carried out in accordance with the building permit, i.e. according to the technical documentation based on which the building permit for the Works has been issued; control and verification of the quality of execution of all types of Works and application of regulations, standards and technical norms, including standards of accessibility; control and certification of the quantities of executed Works; verification whether there are proofs about the quality of the building products, equipment and plants which are installed; providing guidance to the contractor; cooperation with the designer in order to provide details of technological and organizational solutions for the performance of the Works and solving of other matters which arise during execution of Works. The Employer herewith appoints as the person/entity providing such expert supervision: Victor Lucasenco, (hereinafter referred to as the "**Engineer**", or "**Expert Supervision**")

7. PAYMENTS

7.1 All payments shall be made in MDL (Currency) to the following bank and account number of the Contractor:

IBAN: MD48Vi000000222400728; BC „Victoriabank“ SA, Orhei nr.7 Branch;
Bank Code: VICBMD2X836

7.2 The parties of this Contract agree to the following payment schedule: No advance payment is foreseen for this contract.

7.2.2 Payments on account shall be made in accordance with the progress of the Works measured on site each month, in keeping with the Bill of Quantities and based on interim payment certificates by the Authorized Representative.

- 7.2.3 Each invoice shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.
- 7.2.4 An amount of 5 % of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.
- 7.2.5 After the issue of the Taking-Over Certificate in compliance with the format enclosed (Annex A 9) and presentation of the final bill, i.e. of the final payment certificate, the remuneration due shall be paid reduced by 3% of the final amount invoiced for the Contract, which shall be released after the defects liability period has expired, provided the results of the Works are free of defects. This amount may be released against the provision of a Defects Liability Guarantee, which is to be provided at the order and at the expenses of the Contractor, and that by a bank accepted by the Employer in compliance with the format enclosed (see Annex A 7).
- 7.2.6 The Retention of 3 % for the defects liability period will not be withheld, if the final contract amount is not exceeding the equivalent of Euro 250.000, --.

8. TAKING-OVER CERTIFICATE - DEFECTS LIABILITY PERIOD

- 8.1 The Employer or his Authorized Representative shall issue the Taking-Over Certificate, always co-signed by the Engineer, in compliance with the format enclosed (see Annex A 9) within 3 weeks of the date of delivery of the Contractor's request for its issue, provided that the whole of the Works have been completed in accordance with the Contract and to the satisfaction of the Employer or his Authorized Representative.

If the results of the Works have been completed except for minor faults or missing items, the Employer or his Authorized Representative shall include a statement in the Taking-Over Certificate, listing all faults and defects, missing items or outstanding works to be completed, including the date when all rectification and finishing works shall be completed.

- 8.2 The Defects Liability Period shall be twelve (12) months, starting with the date of issue of the Taking-Over Certificate.
- 8.3 Defects, faults or shrinkage due to the use of materials or workmanship not in accordance with the Contract and which arise during the defects liability period shall be made good by the Contractor immediately after notification. For these rectifications a new defects liability period shall start on their day of completion.
- 8.4 If the Contractor should fail to comply with his obligations under this Contract, the Employer shall be entitled to either make a deduction, claim damages or, giving four (4) weeks' notice to the Contractor, employ another contractor to execute the works required for rectification and to deduct all expenses arising thereon or incidental thereto from the moneys retained according to Clause 7.2.4 or 7.2.5, or to recover these from the Contractor.

9. LIABILITY - INSURANCE

- 9.1 The Contractor shall be liable for all damages caused by himself, his agents or persons employed or in any way engaged by him for the execution of the Works.
- 9.2 Engaging any subcontractors by subletting of the Works under this Contract by the Contractor or of any part thereof shall require the express written and prior consent of the Employer. This approval may be revoked at any time in case serious complaints

arise. The Contractor shall be liable for all services performed by his subcontractors in the same manner as for his own services.

9.3 Without limiting his obligations and responsibilities under this Contract, the Contractor shall insure himself at his own expense against his liability for any material or physical damage, loss or injury which may occur to any person or property arising out of or in consequence of the performance of this Contract.

9.4 The insurance sum shall be as customary in the country where the works are to be executed.

10. TERMINATION OF THE CONTRACT

10.1 The Employer may terminate this Contract at any time either wholly or in part for individual parts of the Works.

10.2 Should the Employer terminate the Contract for a reason for which the Contractor is answerable, the Employer shall be entitled to claim compensation for damages. In this case the Employer shall remunerate only the works already completed, provided the Employer can use them. The Employer may offset the claim for damages against the remuneration. Any other legal rights of the Employer shall remain unaffected.

10.3 Should the Employer terminate the Contract for a reason for which the Contractor is not answerable, for example at the Employer's convenience, the Contractor shall be entitled to payment only for such parts of the Works that are by then already completed and to reimbursement of just the unavoidable expenses incurred prior to the date of such termination.

11. ARBITRATION AND GOVERNING LAW

11.1 All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules.

11.2 The law governing the Contract will be the law of the country in which the Employer has its company's seat, save for such situations, in which the laws of the country - in which the Works are to be carried out - are to be respected, as the same are explicitly envisaged by the relevant clauses of this Contract.

11.3 The place of arbitration will be in the city, in which the Employer has its company's seat.

11.4 English will be the language of arbitration.

12. COMPLIANCE WITH LEGAL PROVISIONS

When performing the work and services, the contractor must comply with all applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

13. COPIES AND THE LANGUAGE OF THE CONTRACT

13.1 The contract is drawn up in duplicate. The contractor shall receive one copy thereof

13.2 Either party may translate - at its own expenses - this Contract into its own language, however if there should be any discrepancies between such translations and the Contract's original English wording, the latter shall prevail.

14. FINAL PROVISION

This Contract shall be modified or supplemented only by written agreement.

Chişinău, 03.10.2024

Chişinău, 03.10.2024

The Employer

Contractor

Deutsche Gesellschaft für

CADOM-GAZ SRL

Internationale Zusammenarbeit

(GIZ) GmbH



Mircea Ursu,
Project Manager

Andrei Zapanovici,
LFA

Petru Chirtoacă



Annexes:

A 9 Taking-Over Certificate

giz Postfach 5180 • 65726 Eschborn, Germany

A 10

CADOM-GAZ SRL
56/30, 27 August St.
Rezina, MD-5403
e-mail: cadomgaz@yahoo.com

Your reference
Our reference
Email

Telephone +49 61 96 79-
Fax +49 61 96 79-
Date 27.11.2024

Project No.: 22.4046.3-003.00
Contract No. (Cosoft No.): 83472600
Project title: Supporting Moldovan communities in hosting
Ukrainian refugees
Country: Moldova

1-st amendment to the construction contract

Dear Sir/Madam,

We refer to the Minutes of ascertaining the types and volume of additional works **dd. 25.11.2024** regarding the need to perform these works and hereby amend /modify the above contract **No. 83472600 dd. 03/10/2024** as follows:

Article 1 PURPOSE OF THE CONTRACT – SCOPE OF WORKS

The Employer awards the Contractor with additional works/supplies as specified in Annex 1 (additional BoQ).

Article 2 CONTRACT DOCUMENTS

The following additional documents will become part of this contract.
- BoQ for additional works.

Article 3 TERMS OF EXECUTION – COMMENCEMENT OF WORKS

The Contractor shall commence the additional Works immediately after signing of this amendment.

Article 4 REMUNERATION

In accordance with the additional offer of the contractor dated 25.11.2024 the Employer shall pay the contractor an additional remuneration of up to

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36
53113 Bonn, Germany
T +49 228 4460-0
F +49 228 4460-1766

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 6196 79-0
F +49 6196 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

Chairperson of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven (Vice-Chair)
Anna Sophie Herken

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0508 9555 00

123,545.30 MDL

(in words: one hundred twenty-three thousand five hundred forty-five, 30).

The total Contract price will be increased from
up to 823,774.07 MDL
by up to 123,545.30 MDL
to a total of up to **947,319.37 MDL**

Article 5 TIME OF COMPLETION

The Contractor shall complete the Works by **06.12.2024** starting from the date of Amendment signing.

Article 6 PAYMENTS

The schedule of payments shall not be modified.

All other provisions of the above contract - shall remain valid without modification.

This amendment to the contract has been drawn up in duplicate; please return one copy bearing your signature.

Yours sincerely,

Chisinau, date:

Agreed:

Chisinau, date:

The Employer

Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH



Mircea URSU,
Project Manager,

3900

Full first and last name,
function, OU

Claudia Hermes,

Country Director,

3900

Full first and last name,
function, OU

The Contractor

CADOM-GAZ SRL



Petru Chirtoaca,

Director

Given and family name
Contractor

- Annexes: - the minutes of ascertaining the types and volume of additional works dd.
25.11.2024 regarding the need to perform these works;
- BoQ for additional works.

TAKING - OVER CERTIFICATE (Placement Center Rezina)
 (In case of partial take-over precede title by "PARTIAL")

Project No: 22.4046.3-003.00

Project Title: Supporting Moldovan communities in hosting Ukrainian refugees (HOST / SI Flucht)

Contract No. : 83472600 dated: 03 Octoberber 2024
 incl. Supplement dated--..... dated:--.....
Contractor: CADOM-GAZ SRL
 56/30, 27 August St.
 Rezina, MD-5403

This is to certify that the Works of the subject contract incl. its supplement(s) have been completed to the satisfaction of the representatives named below and are being taken over as of

06/12/ 2024

Following a joint inspection of the building(s)/installation(s) by the persons named below it has been ascertained that they have been carried out according to the Contract. Faults and defects and / or outstanding works have / have not been determined as listed on the attached sheet.

The following persons participated in the joint inspection as representative for

the Employer
 the Engineer
 the Designer
 the Contractor
 the Beneficiary

MIRCEA URSU
 VICTOR LUCA SENCU
 PETRU CHIRTOACA
 SILVIA TEACI; ALIONA COTELEA
 (insert names in printed letters)

The faults and defects found and listed shall be eliminated and the outstanding Works/missing items (if any) shall be completed/installed without delay, definitely not later than

..... 20....

All rights on the part of the Employer concerning liability and maintenance shall remain unaffected. The Employer reserves the right to avail himself of the contract penalty clause insofar as this has been agreed.

The éxecution of the Works has been completed as of 06/12/2024
 With the building(s)/installation(s) completed and taken-over at the date stated above the **Defects Liability Period** commences at that same date and ends at 06/12/2024

This Certificate shall be drawn up in three identical copies with one copy each for the three representatives signing below



Employer's
Representative

Beneficiary's
Representative

Supervising
Engineer

Designer's
Representative

Contractor's
Representative

Encl. List of defects and/or outstanding works

ENCLOSURE TO TAKING-OVER CERTIFICATE

Project No: 22.4046.3-003.00
Project Title: Supporting Moldovan communities in hosting Ukrainian refugees (HOST / SI Flucht)

Contract No. : 83472600 dated: 03 October 2024
incl. Supplement dated :
Contractor: CADOM-GAZ SRL
56/30, 27 August St.
Rezina, MD-5403

LIST OF DEFECTS AND/OR OUTSTANDING WORKS
(Placement Center Rezina)

1. The following faults and defects have been found and established during the joint inspection at the date of taking-over stated on the front page:

Faults and defects not identified.

2. The following outstanding Works / missing items have been found and established during the joint inspection at the date of taking-over as above:

Outstanding works / missing items were not determined during the inspection.

3. This **Partial Taking-Over Certificate** does not apply to the whole of the Contract stated above, but to the following parts/portions of work only:

Works and endowments completed.



Employer's
Representative



Beneficiary's
Representative



Supervising
Engineer

Designer's
Representative



Contractor's
Representative

CONTRACT DE ANTREPRIZĂ Nr. 7 privind achiziționarea lucrărilor

20 aprilie 2023

r-nul Rezina, s. Busauca
(municipiu, oraș)

PĂRȚILE CONTRACTANTE

Prezentul contract este încheiat în urma procedurii de achiziție de valoare mică, între I.P. Gimnaziu-Grădinița Busauca din s. Busauca, cu sediul în r-nul Rezina, s. Busauca, telefon: 0254 73224, autentificat prin cod unic de înregistrare nr. 1013620012473, reprezentat prin Cazimir Aurelia – Director I.P. Gimnaziu-Grădinița Busauca din s. Busauca, în calitate de Beneficiar, pe de o parte, și SRL „Cadom Gaz”, cu sediul în or. Rezina str. 27 August 56 ap. 30, telefon: 0254 2-24-52/063134238, autentificat prin cod unic de înregistrare nr. 1003606005612, autorizat pentru activitatea în construcții: extras din Registrul de stat al persoanelor juridice nr. 109 din “13” martie 2019, eliberată de I.P. Agenția serviciilor publice, reprezentat prin administrator Chirtoaca Petru, în calitate de Antreprenor, pe de altă parte.

1.

OBIECTUL CONTRACTULUI

Antreprenorul general se obligă să execute Reparația curentă a tavanului și peretilor – sala de sport a institutiei; Cod CPV: 45214220-8 în conformitate cu prevederile proiectului tehnic, cu detaliile de execuție, precum și a normativelor, standardelor și prescripțiilor tehnice în vigoare.

2.

PERIOADA DE EXECUȚIE

- 2.1 Durata de execuție a lucrărilor contractate este de 1 lună după primirea ordinului de începere a execuției și asigurării lucrului ritmic de către beneficiar – ordonatorul de credite.
- 2.2 Graficul de execuție a lucrărilor se va efectua conform specificației din anexa prezentului contract.
- 2.3 Perioada de execuție poate fi prelungită dacă constrângerea activității se datorează următoarelor cauze:
- a) generate de Beneficiar;
 - b) datorită unor greve organizate de federația sindicatelor de ramură la nivel național și recunoscute ca legale prin justiție ale personalului Antreprenorului general sau ca urmare a unor evenimente similare desfășurate la un operator economic care este un furnizor al Antreprenorului general;
 - c) datorită forței majore sau altei situații extreme neimputabile și imprevizibile pentru Antreprenorul general;
 - d) influenței factorilor climatici, care împiedică respectarea în execuție a normelor și reglementărilor tehnice în vigoare a prevederilor caietelor de sarcini;
 - e) calamităților naturale recunoscute de autoritatea legală.
- 2.4 Conform dispoziției scrise a Beneficiarului, Antreprenorul general va sista execuția lucrărilor sau a unor părți ale acestora pe o durată și în modul în care Beneficiarul consideră necesar. Pe timpul suspendării, Antreprenorul general va proteja și conserva lucrările în mod corespunzător, așa cum va dispune Beneficiarul. Cheltuielile suplimentare generate în urma sistării lucrărilor suportate de Antreprenorul general vor fi plătite de către Beneficiar. În cazul sistării lucrărilor sau a unor părți din ele, din inițiativa Antreprenorului general, acesta suportă pe timpul suspendării toate

- cheltuielile, privind protejarea și conservarea lucrărilor cu bună diligență.
- 2.5 La terminarea lucrărilor, Antreprenorul general va notifica Beneficiarul că sînt îndeplinite condițiile de recepție, solicitînd convocarea comisiei. În baza acestei notificări, Beneficiarul va convoca comisia de recepție pentru terminarea lucrărilor.
- 2.6 În baza documentelor de confirmare a execuției și a constatărilor efectuate pe teren, Beneficiarul va aprecia dacă sînt întrinite condițiile pentru anunțarea comisiei de recepție. În cazul în care se constată că sînt lipsuri și deficiențe acestea vor fi aduse la cunoștință și remediate din contul Antreprenorului general, stabilindu-se termenele necesare pentru finalizare sau remediere. După constatarea lichidării tuturor lipsurilor și deficiențelor, la o nouă solicitare a Antreprenorului general, Beneficiarul va convoca comisia de recepție. Comisia de recepție va constata realizarea lucrărilor în conformitate cu documentația de execuție, cu reglementările în vigoare și cu prevederile din contract. În funcție de constatările făcute Beneficiarul va aproba sau va respinge recepția. Recepția poate fi făcută și pentru părți de construcție distincte fizic și funcțional.

3. VALOAREA LUCRĂRILOR ȘI MODALITĂȚILE DE PLATĂ

- 3.1 Valoarea lucrărilor ce reprezintă obiectul prezentului contract este de 298350.00 (Doua sute nouăzeci și opt mii trei sute cincizeci lei 00 bani) MD, inclusiv 49725.00 TVA.
- 3.2 Achitățile vor fi efectuate prin transfer în baza facturilor fiscale, după primirea proceselor - verbale de recepție a lucrărilor executate, semnate și acceptate de către Beneficiar.
- 3.3 Beneficiarul va verifica procesele verbale de recepție a lucrărilor executate în termen de 10 zile calendaristice de la primirea acestora de la Antreprenorul General.
- 3.4 Pentru demararea lucrărilor Beneficiarul va achita în avans 0% anual din suma alocațiilor anuale estimate în contract.
- 3.5 Plata facturii finale se va face imediat după verificarea și acceptarea situației de plată definitive de către Beneficiar. Dacă verificarea se prelungește din diferite motive, dar în special datorită unor eventuale litigii, contravaloarea lucrărilor care nu sînt în litigiu va fi plătită imediat.
- 3.6 Lucrările nu vor fi considerate finalizate pînă cînd procesul-verbal de recepție la terminarea lucrărilor nu va fi semnat de comisia de recepție, care confirmă că lucrările au fost executate conform contractului.
- 3.7 Garanția de bună execuție se va restitui Antreprenorului general în baza notificării Beneficiarului către agentul bancar. Notificarea se va face după semnarea procesului-verbal de recepție la terminarea lucrărilor în cel mult zile.

4

AJUSTAREA VALORII CONTRACTULUI

- 4.1 Pentru cazurile cînd urmează să fie făcute modificări la valoarea contractului privind majorarea sau reducerea acesteia, părțile se vor conforma prevederilor actelor normative cu incidență în domeniul achizițiilor publice ce reglementează modalitățile de ajustare a valorii contractelor de achiziții publice.

5 ANTREPRENORUL GENERAL ȘI SUBANTREPRENORII DE SPECIALITATE

- 5.1 Antreprenorul general este obligat să execute toate lucrările, prevăzute în contract, în termenele stabilite prin graficul general de realizare a lucrărilor și graficul de execuție și de o calitate corespunzătoare prevederilor actelor normative în vigoare și a prezentului contract.

- urmează să le plătească în conformitate cu prevederile contractului, precum și daunele pe care trebuie să le suporte Antreprenorul general din vina căruia s-a reziliat contractul.
- 12.6 După rezilierea contractului, Beneficiarul poate continua execuția lucrărilor cu respectarea prevederilor legale.
- 12.7 Beneficiarul va convoca comisia de recepție care va efectua recepția cantitativă și calitativă a lucrărilor executate în maximum 15 zile de la data rezilierii contractului.

13

DISPOZIȚII FINALE

- 13.1 Următoarele documente vor fi citite și vor fi interpretate ca fiind parte integrantă a prezentului contract:
- a) Propunerea tehnică;
- 13.2 Documentele contractului vor fi întocmite în limba română.
- 13.3 În cazurile în care apar ambiguități sau discrepanțe în clauzele prezentului contract, acestea vor fi clarificate de Beneficiar, care va emite instrucțiuni în acest sens pentru Antreprenorul general.
- 13.4 Prezentul Contract reprezintă acordul de voință al părților și se consideră semnat la data aplicării ultimei semnături de către una dintre părți.
- 13.5 Pentru confirmarea celor menționate, părțile au semnat prezentul Contract în conformitate cu legislația Republicii Moldova, la data și anul indicate, fiind valabil până la recepția finală a lucrărilor, fiind valabil până la **25.12.2023**

14 RECHIZITELE JURIDICE, POȘTALE ȘI DE PLĂȚI ALE PĂRȚILOR

ANTREPRENORUL GENERAL:

„SRL CADOM GAZ „

Adresa poștală: **or.Rezina, str.27 August 56 ap.30**

Telefon: : 0254 2-24-52/063134238

Cod fiscal: 1003606005612

IBAN : MD48VI000000222400728MDL

Banca: **BC VICTORIABANK”SA,SUC. ORHEI 7**

Adresa poștală: **or. ORHEI**

Cod: VICBMD2X836

email: **contcadomgaz@mail.ru**

BENEFICIARUL:

I.P. Gimnaziu-Gradinita Busauca din s. Busauca

Adresa poștală: **r. Rezina, s. Busauca**

Telefon: 025473224

Cod fiscal: 1013620012473

Cont de decontare:

IBAN : MD60TRPDDBB311120A15682AG

Banca: TREZMD2X

Adresa poștală a băncii: **or.Chisinau**

EMAIL:**lena_dogoter@mail.ru**

15

SEMNĂTURILE PĂRȚILOR

ANTREPRENOR GENERAL

Chirtoaca Petru



Digitally signed by Chirtoacă Petru
Date: 2023.04.26 09:43:49 EEST
Reason: MoldSign Signature
Location: Moldova

BENEFICIAR

Digitally signed by Cazimir Aurelia
Date: 2023.04.26 08:20:32 EEST
Reason: MoldSign Signature
Location: Moldova



L.Ș.

Investitor
I.P. Gimnaziu-Grădinița Bușăuca, s. Bușăuca

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

Nr. _____ din 24.10 2023

privind lucrarea: „Reparația curentă a tavanului și pereți – sala de sport a instituției”, executată la obiectul din s. Bușăuca, în cadrul contractului nr.7 din 20 aprilie 2023, încheiat între **I.P. Gimnaziu-Grădinița Bușăuca**, cu sediul r-nul. Rezina, s. Bușăuca și **SC „Cadom-Gaz” SRL**, cu sediul în or. Rezina, str. 27 august 56, ap.30, în calitate de Antreprenor.

Lucrările au fost efectuate în baza devizului de cheltuieli

1. Comisia de recepție si-a desfășurat activitatea la data de 24.10 2023, fiind formată din:

Presedinte : Cazimir Aurelia – director I.P. Gimnaziu-Grădinița Bușăuca

Membri:

Cojocar Valentin – asistentă medicală;
Gavriliță Ion – președinte comitet sindical;
Zagorodniuc Serghei – muncitor deservirea clădiri;
Donica Mihail – primar s. Bușăuca;
Dogotari Elena – secretar contabil;

Băchici Vlad. – P.T.

2. Au mai participat la recepție:

Petru Chirtoacă – reprezentantul antreprenorului

3. Constatările comisiei de recepție:

- 1) lipsa, incompleturile de piese în documentația scrisă și desenată, sunt indicate în lista-anexă nr. 1;
- 2) lucrări ce nu au fost executate nu sunt (lista-anexă nr. 2);
- 3) lucrările au fost executate în conformitate cu devizul, neconformitățile sunt indicate lista-anexă nr.3.

4. Comisia de recepție, în urma constatărilor făcute, propune:

De a recepționa terminarea lucrărilor la obiectul: „Reparația curentă a tavanului și pereți – sala de sport a instituției a instituției I.P. Gimnaziu-Grădinița Bușăuca” din r. Rezina, s. Bușăuca, cu condiția remedierii obiecțiilor înaintate în anexele 1 și 3 de către executant în termen restrâns conform prescripțiilor art. 26-27 din Regulamentul de recepție a construcțiilor și instalațiilor aferente.

5. Comisia de recepție motivează propunerea făcută prin:

Recepția la terminarea lucrărilor la obiectul: „Reparația curentă a tavanului și pereți – sala de sport a instituției a instituției I.P. Gimnaziu-Grădinița Bușăuca” din r. Rezina, s. Bușăuca, se admite deoarece obiecțiile sunt de natura minora și nu afectează utilizarea lucrării conform destinației.

6. Comisia de recepție recomandă următoarele:

De supus recepției la terminarea lucrărilor și exploatarea conform destinației.

7. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral:

Adresa poștală - r-nul Rezina, s. Bușăuca

Destinația – Sala de sport a instituției I.P. Gimnaziu-Grădinița Bușăuca

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 24. 10 2023 în 4 exemplare.

Comisia de recepție:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Cazimir Aurelia

Cojocaru Valentina

Gavriliță Ion

Zagorodniuc Serghei

/ Donica Mihail /

Dogotari Elena

Baghici Vlad.

Petru Chirtoacă

Invitați:

[Signature]
[Signature]



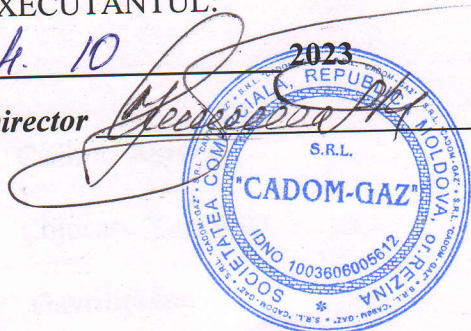
Lucrarea: „Reparația curentă a tavanului și pereți – sala de sport a instituției a instituției I.P Gimnaziu-Grădinița Bușăuca”

TRANSMISĂ:

EXECUTANTUL:

24. 10

Director



L.Ș.

PRIMITĂ:

INVESTITORUL:

24. 10

Director



L.Ș.

Lista pieselor din documentatia scrisă și desenată a obiectului
care sunt lipsa sau incomplete.

Nu sunt.

Cazimir Aurelia

Cojocaru Valentina

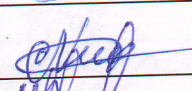
Gavriliță Ion

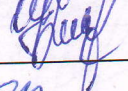
Zagorodniuc Serghei

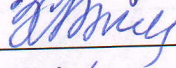
/ Donica Mihail /

Dogotari Elena

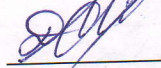












Lista lucrarilor cuprinse in Documentatia Tehnica ce n-au fost executate.

Nu sunt.

Cazimir Aurelia

Cojocaru Valentina

Gavriliță Ion

Zagorodniuc Serghei

/ Donica Mihail /

Dogotari Elena

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Lista lucrarilor cuprinse in Documentatia Tehnica la care nu s-a respectat prevederile proiectului.

Nu sunt.

Cazimir Aurelia

Cojocaru Valentina

Gavriliță Ion

Zagorodniuc Serghei

/ Donica Mihail /

Dogotari Elena

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]