



## SPECIAL CONDITIONS OF PURCHASE – REHABILITATION WORKS MOLDOVA

**Date:** 11/04/2023

**Description of Contract:** 2nd phase of works for Comrat community center rehabilitation (Lot 1)

**Reference Contract Number:** PC/67FJJ/J6G/IIC/CHI/PRO/MBC SRL/11042023

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

**Contract amount and currency:** 2 721 615,00 MDL (Two millions seven hundred and twenty one thousand six hundred and fifteen Moldovan Lei)

**ACTED internal Order ID:** OF/67FJJ/J6G/IIC/CHI/PRO/01012023

**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 mun. Chisinau, or.Durlesti, str. Liviu Deleanu nr. 24, ap. 30, 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 2nd phase of works for Comrat community center rehabilitation (Lot 1) and for the total amount of **2 721 615,00 MDL (Two millions seven hundred and twenty one thousand six hundred and fifteen Moldovan Lei)**, 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:

	Deliverable	Project code	Budget line	Unit	Quantity (1)	Unit price (pre-tax value) (MDL) (2)	Total price (excl. VAT) (MDL) (1)x(3)
	<b>2nd phase of works for Comrat community center rehabilitation</b>						
1	Installation of a children's play area. Size 10 * 10m. Rubber polymer coating. Wooden structures consisting of 2 slides / Tunnel / Climbing Wall / Rope wall	67FJJ	J6G/IIC	LS	1,00	416 670,00	416 670,00
2	Work zone - Wooden Bungalow on a metal frame with decorative walls and sun protection pergola. The size of one Bungalow is 5*4m and the height is 3m. Each Bungalow has a table with two benches	67FJJ	J6G/IIC	LS	3,00	225 000,00	675 000,00
3	Podium, dance zone. Size 10*14m. Reinforced concrete bollards + metal structure + hardwood flooring made of glued laminated timber, treated for outdoor use.	67FJJ	J6G/IIC	LS	1,00	608 330,00	608 330,00
4	Stage 10*6m. Reinforced concrete bollards + metal structure + wooden flooring made of hardwood laminated timber treated for outdoor use + rear decorative wall in the shape of a wooden sail	67FJJ	J6G/IIC	LS	1,00	646 670,00	646 670,00
5	Irrigation system device : 9 sprinklers / control unit / 3 zones	67FJJ	J6G/IIC	LS	1,00	162 200,00	162 200,00
6	Lawn arrangement including grass seeding	67FJJ	J6G/IIC	m <sup>2</sup>	395,00	35,00	13 825,00
7	Laying of water pipes	67FJJ	J6G/IIC	m	80,00	365,00	29 200,00
	<b>Extra works for Comrat</b>						
1	Laminate floor covering	67FJJ	J6G/IIC	m <sup>2</sup>	17,00	896,00	15 232,00
2	Installation of baseboard	67FJJ	J6G/IIC	m.l.	17,00	215,00	3 655,00
3	Repair and painting walls	67FJJ	J6G/IIC	m <sup>2</sup>	48,00	723,00	34 704,00
4	Repair and painting ceiling	67FJJ	J6G/IIC	m <sup>2</sup>	17,00	667,00	11 339,00



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5	Repair and painting window frame	67FJJ	J6G/IIC	m.l.	6,00	504,00	3 024,00	
6	Electrical works: install light equipment, switches and sockets	67FJJ	J6G/IIC	pcs	7,00	588,00	4 116,00	
7	Solenoid valves 24v	67FJJ	J6G/IIC	pcs	8,00	720,00	5 760,00	
8	Rotary nozzles	67FJJ	J6G/IIC	pcs	16,00	845,00	13 520,00	
9	Valve box	67FJJ	J6G/IIC	pcs	2,00	840,00	1 680,00	
10	Valve Combs	67FJJ	J6G/IIC	pcs	2,00	585,00	1 170,00	
11	Water sockets	67FJJ	J6G/IIC	pcs	2,00	840,00	1 680,00	
12	Pressure reducer for drip zone	67FJJ	J6G/IIC	pcs	1,00	800,00	800,00	
13	Wires for solenoid valves	67FJJ	J6G/IIC	mm	400,00	38,00	15 200,00	
14	Pipe f32mm	67FJJ	J6G/IIC	mm	200,00	39,00	7 800,00	
15	Pipe f25mm	67FJJ	J6G/IIC	mm	200,00	25,00	5 000,00	
16	Pipe f20mm	67FJJ	J6G/IIC	mm	200,00	16,00	3 200,00	
17	Fittings and connections for pipes and nozzles	67FJJ	J6G/IIC	pcs	100,00	60,00	6 000,00	
18	Seed lawn	67FJJ	J6G/IIC	m2	320,00	112,00	35 840,00	
<b>Total Lei no VAT 0%</b>								<b>2 721 615,00</b>
							<b>GRAND TOTAL (excl VAT) (MDL)</b>	<b>2 721 615,00</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 work shall be carried out within a maximum of 2 months (two months) from the signing of this contract with works starting the 27/04/2023 (date at the latest 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 0.1% of the contract amount per day and not exceeding 10% of the total amount.

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## 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 **2 721 615,00 MDL (Two millions seven hundred and twenty one thousand six hundred and fifteen Moldovan Lei)** charges excluded.

Prior to receipt payment a), the Contractor shall provide a signed invoice to the representative of the Contracting Authority at Moldova Chisinau Iryna Andrieieva. 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 Iryna Andrieieva. 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 **1 360 807,50 MDL (One million, three hundred and sixty thousand, eight hundred and seven Moldovan Lei and fifty coins)** within 3 days after the signing of the Contract.
- b) **Upon acceptance of all deliverables as per article 1,2,3** **1 360 807,50 MDL (One million, three hundred and sixty thousand, eight hundred and seven Moldovan Lei and fifty 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 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

## 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: 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: Stefan cel Mare 182, 3rd floor Chisinau  
Cell phone: +373 601 73 893  
E-mail : iryna.andrieieva@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.



PRO-09.4



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

*[Handwritten signature]* 12/06/2023

Signature and stamp of ACTED Country Director/Area Coordinator

*Dustin' Achylo, POA*  
26-APR-2023

Signature of the ACTED Country Logistics Manager/Logistics Officer

*[Handwritten signature]*

Signature of ACTED Country Finance Manager/Finance Officer

*[Handwritten signature]*





# ACTED

## Annex 1: Work Plan

LOGISTICS  
PRO-09.4  
Version 01/2022

GRAFIC EXECUTIE LUCRARI CONSTAT YOUTH CENTER - Compania MBC

DESCRIERE	DETALIARE	SAPTAMINA 1	SAPTAMINA 2	SAPTAMINA 3	SAPTAMINA 4	SAPTAMINA 5	SAPTAMINA 6	SAPTAMINA 7	SAPTAMINA 8
Children's play area	Montare Structura Metal	X	X						
	Montare Lemni			X					
Scena 10*6m	Finisarea Finala/Accessorii				X		X		
	Montare Structura Metal	X						X	X
Podium, dance zone 10*14m	Montare Lemni				X				
	Finisarea Finala/Accessorii					X			
Work zone	Montare Structura Metal			X				X	X
	Montare Lemni		X		X				
System Inquire	Finisarea Finala/Accessorii					X			
	Montare Lemni			X			X		
Gazon Verde	Finisarea Finala/Accessorii					X			
	Montare Lemni						X		
	Polare Lemn	X						X	X
	Intehnire Gazon	X	X						X

