

Anexa nr. 2

La Regulamentul de recepție a
construcțiilor și instalațiilor aferente

Partea contractanta:

Agenția de Cooperare Internațională a Germaniei (GIZ), Moldova

Beneficiar:

**Spitalului Clinic Municipal de Copii V.Ignatenco din str. Grenoble 149, or
Chisinau**

Antreprenor: SRL „Fabianca”

**PROCES – VERBAL
DE RECEPȚIE FINALĂ**

Nr. 2 din 17-06 2024

**“Reparatie capitala la sectia reabilitare Bloc A etaj 1, si sectia diagnostica
functionala Bloc B etaj 1, din cadru Spitalului Clinic Municipal de Copii
V.Ignatenco din str. Grenoble 149, or Chisinau”**

(denumirea obiectivului, adresa poștală)

Municipiul Chișinău

Obiectivul : “Reparatie capitala la sectia rehabilitare Bloc A etaj 1, si sectia diagnostica functionala Bloc B etaj 1, din cadrul Spitalului Clinic Municipal de Copii V.Ignatenco din str. Grenoble 149, or Chisinau”

este executat în cadrul contractului nr.83444089 din data de 30.11.2023.

Lucrările au fost executate în baza procesului verbal privind transmiterea santierului nr. _____ din _____.

1. Comisia de recepție finală și-a desfășurat activitatea în intervalul 10.06.2024 – 17.06.2024 fiind formată din :

Membrii comisiei:

Beneficiar:

- A. Holostenco - sef SCMC V. Ignatenco
- G. Mantea - sef department administrare si logistica
- E. Bucinev - responsabil tehnic

Antreprenor:

- V. Boțolin - manager șef conducător
- V.Batin - diriginte de santier

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 06.06.2024 ;
- 3) observațiile comisiei de recepție finală sînt prezentate în lista – anexă nr.2 ;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectivului au fost (nu au fost) completate ;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului (nu) sînt în posesia utilizatorului ;
- 6) construcția s-a comportat corespunzător în perioada de terminarea ei la data de 18.12.2023 pînă în prezent, respectiv pe o durată pînă la 31.05.2024, constatările comisiei fiind enumerate în anexa nr.3 ;
- 7) valoarea obiectivului fara taxa de valoare adaugata este de **5 504 094,45 lei**

3. În baza constatărilor făcute, Comisia de recepție finală propune : spre recepție

4. Comisia de recepție finală motivează propunerea făcută prin : _____

5. Comisia de receptie finală recomandă următoarele **se propune de a receptiona obiectivul definitivat și darea lui în exploatare.**

6. Prezentul proces verbal, conținând 3 file și _____ anexo numerotate, cu un total de 3 file, a fost încheiat astăzi 17.06.2024 în 4 exemplare.

Membrii comisiei:

Beneficiar:

A. Holostenco _____

E. Bucinev _____

G. Mantea _____

Antreprenor:

V. Boțolin _____

V. Batin _____



Notă: Procesul – Verbal se întocmește în 4 exemplare

**Construction Contract
on Measurement Basis no.83444089**

giz Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

Lara Ignatenko

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

**SRL FABIANCA
3, Ghidighici St., mun. Chisinau, MD-2069
Republic of Moldova
+373 69130256
e-mail: fabianca@mail.ru**

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

herewith enter into the following Contract

for the **Project: Strong Businesses and Communities for Moldova**

Country: Moldova

For correspondence (Please quote on all correspondence and invoices)

Contract No. (Cosoft No): 83444089

Project Processing No.: 21.2228.1-006.00

Date: 30.11.2023

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

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Registration no. HRB 18384
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Chairperson of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven

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

V. Beck 



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:

Rehabilitation of two sections in Municipal Children Hospital Ignatenco in Chisinau.

(hereinafter referred to as the "**Works**")

- 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

General Direction of Social Assistance and Health, Ministry of Health, Labor and Social Protection of the RM,

(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 Drawings enclosed to the Invitation to Tender for Contractors, i.e.

Full set of drawings/technical design dated 30.06.2023,

and such drawings and details as may be issued by the Employer or his Authorized Representative for the clarification of the Works during execution.

- 2.4 The priced Bill of Quantities (including Daywork Rates), dated 12.09.2023.

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 3 (three) working days after the signing of this Contract.
- 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

5.442.125,01 MDL

(five million four hundred forty-two thousand one hundred twenty-five MDL, 01 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 within until 31.03.2024, 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:

Adrian Stranzenbach, Groupe G230 Constructions in International Cooperation.



(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:

Evghenii Bucinev, individual Site Supervisor contracted by GIZ / SBC project.

(hereinafter referred to as the "**Engineer**", or "**Expert Supervision**")

7. PAYMENTS

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

SRL FABIANCA
f/c: 1004600001446
IBAN: MD30EX0000000222400979MD
SWIFT: EXMMMD22
BC Eximbank SA Sucursala 20

- 7.2 The parties of this Contract agree to the following payment schedule:

- 7.2.1 Against the presentation of a bank guarantee, which is to be provided at the order and at the expenses of the Contractor, in which the Employer will be the sole Beneficiary thereof, and by a bank accepted by the Employer in compliance with the format for the Advance Payment Guarantee enclosed (see Annex A 6) the Contractor shall receive an advance payment of **50%** of the Contract Price = **2.721.062,50 MDL**.

The advance payment shall be repaid by deduction of the corresponding percentage from each payment on account, i.e. from each interim payment certificate, as envisaged herein under Clauses 7.2.4, respectively 7.2.5.

- 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.



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.

Place, date: Chisinau, *30.11.2023*

Place, date: Chisinau, *1-12-2023*

The Employer:

Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH

Karin
Karin Hoerhan
Project Manager,
3900

Claudia
Claudia Hermes
Country Director,
3900



Contractor's name:

FABIANCA SRL

V. Botolin
Victor Botolin
Director



Annexes:

- A 6 Advance Payment Guarantee
- A 9 Taking-Over Certificate
- A 22 Handing-Over Certificate

Supplementary terms and conditions for construction works

Version: June 2021

1. Framework conditions and sustainability

1.1 Environmental and social standards, human rights

When performing the construction works, the Contractor must observe applicable national and international environmental law, minimise greenhouse gas emissions and avoid all activities that could increase the vulnerability of the population and/or ecosystems to the effects of climate change.

The Contractor must also ensure, with due regard for international standards and multilateral agreements (in particular international agreements on human rights), that measures are in place to respect human rights, protect children, prevent violence, abuse or exploitation of any kind, prevent discrimination (in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability) and promote equality of opportunity for all genders.

The Contractor must implement appropriate measures to prevent sexual harassment at the workplace and must refrain from any incitement to violence or hatred and from any objectively unjustified discrimination against individuals or groups of people.

1.2 Labour standards and minimum wages

In performing the contract, the Contractor is obliged to comply with the fundamental principles and rights at work as stated in the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association, the right to collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour and the elimination of discrimination in respect of employment and occupation).

In particular, the Contractor is obliged in the performance of the contract to comply with the regulations enacting the ILO core labour standards (conventions nos. 29, 87, 98, 100, 105, 111, 138 and 182) in the legislation of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with such regulations in the country of assignment which pursue the same goal as the core labour standards.

