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Order Date	Buyer	Terms	Delivery Terms	Sales Order	Ship Via	Deliver To		
09/20/2023	Utterback, IeShawn	TERMS ATTACHED				FHI360 Epic Moldova Project		
Line	Item/Description	Rev	Due Date	Desired Date	U/M	Order Quantity	Net Unit Cost	Extended Cost
	Performance Start Date: 09/21/2023		Performance End Date: 12/31/2023					
	Purchase Order PO23003542 is pursuant to Data Control, Republic of Moldova, Chisinau, which is incorporated as Attachment I to the PO.							
	The Agreement amount is considered to be a Not-to-Exceed amount of \$380,632.68 USD, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.							
	*** Payment Details:							
	-- 50% of the Agreement price will be paid within 30 days after the signing of the contract in the amount of \$190,316 USD.							
	-- The remaining 50% of the price of Agreement will be paid within 30 working days after the signing of the work Acceptance Certificate.							
	Purchase orders are subject to all the terms and conditions set forth at www.fhi360.org/poterm .							
1	SVC-PROFESSIONAL Construction of four PSA sites per attached Agreement		12/31/23	12/31/23	USD	380,632.68	1.00	\$380,632.68
	Prime Contract #: 7200AA19CA00002		Req: RQ23004710					




Purchase Order: PO23003542

Date Printed: 09/20/23

Trans Currency: USD

Order To: Data Control V0020498 Ship To: SEE BELOW
17/6 , N.Testemitanu str., Chisinau
Chisinau,
Moldova

Order Date	Buyer	Terms	Delivery Terms	Sales Order	Ship Via	Deliver To	
09/20/2023	Utterback, Leshawn	TERMS ATTACHED				FHI360 Epic Moldova Project	
Line	Item/Description	Rev	Due Date	Desired U/M	Order Quantity	Net Unit Cost	Extended Cost
	Bill To: FHI 360 - DC Office 2101 L St NW Suite 700 Washington, DC 20037					PO Total Amt:	\$380,632.68
 Authorized Signature(s)							

Karen Baasich
Associate Director, Procurement
21 September 2023

FHI 360 Contract No. # PO23003542

“Construction of PSA site with a concrete pad and roofing and supply, Installation & Commissioning of Medical Gas Pipeline System in Four Hospitals in Moldova”

Issued to:

**S.R.L. (LLC) “DataControl”
Republic of Moldova, Chisinau, 17/6 N. Testemitanu str.**

This **AGREEMENT** is made on 9/21/2023.

BETWEEN

- (1) **FHI Family Health International**, having its principal place of business at: 2101 L Street, NW, Suite 700, Washington, DC 20037, USA, represented by __FHI360__ (*hereinafter called "the Customer"*),
- and*
- (2) **FCPC Data Control SRL**, a company registered under the laws of Republic of Moldova, and having its principal place of business at: 17/6 N. Testemițanu str., Chisinau, Republic of Moldova, MD2025, phone: +373 22 27 37 12 , E-mail: contact@datacontrol.md, IBAN MD19MO2224ASV12557987100, OTP Bank SA, MOBBMD22, represented by director Alexandru Grabazei (*hereinafter called "the Contractor"*).

1. Scope of Agreement

- 1.1. FHI 360 hereby engages Contractor to provide the Work as described in the contract attachments and Contractor hereby agrees to perform such Work as of the Commencement Date. The Contractor, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the refurbishment Work and remedy any defects therein in accordance with the Articles of the Contract. The Contractor shall provide all superintendence, labor, materials, equipment, and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects at Contractor's expense, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. Additionally, the Contractor shall be fully responsible for the professional quality, technical accuracy, and the coordination of all non-construction services furnished by the Contractor. All Work shall be conducted in accordance with current Moldova local ordinances, laws, statutes and regulations.
- 1.2. The Customer may at any time order the Contractor to make changes within the general scope of the Agreement in any one or more of the following:
 - (a) drawings, designs, or specifications;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the related services to be provided by the Contractor.

If any such change causes an increase or decrease in the cost of the Work, or the time required for the Contractor's performance of any provisions under the Agreement, an equitable adjustment shall be made in the Agreement Price or in the Delivery/Completion Schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be considered within 5 working days from the date of the Contractor's receipt of the Customer's change order.
- 1.3. Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Agreement shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services. Subject to the above, no variation in or modification of the terms of the Agreement shall be made, except by written amendment signed by the parties.
- 1.4. The following documents shall constitute the part of this Purchase Agreement and each shall be read and construed as an integral part of the Agreement:
 - 1) Annex No. 1: Technical specifications;
 - 2) Annex No. 2: Bill of quantities;
 - 3) Annex No. 3 Work Delivery Schedule;
 - 4) Annex No. 4 Works Acceptance Certificate.
- 1.5. This Contract shall prevail over all other documents. In the event of any discrepancy or inconsistency, the documents shall be construed in order of prevalence as they are listed above.
- 1.6. The Contractor shall not transfer any of its obligations arising from this Agreement to a third party without consent of the Customer.

2. Delivery and delay penalties

- 2.1. In this agreement, "delivery" has the meaning of the Work being handed over to the Customer in the condition specified by DDP Incoterms 2010 adopted by the International Chamber of Commerce (ICC).

All expenses carried by the Contractor in order to deliver work (such as, transport, insurance, handling, etc.) shall be supported by the Contractor.

- 2.2. The day of delivery shall be not later than December 15, 2023. Transfer of property rights of the Work from Contractor to the Customer shall occur upon signing Works Acceptance Certificate. Until the transfer of property rights, all risks shall be borne by the Contractor.
- 2.3. Along with the work, the Contractor shall provide six copies of the fiscal invoice (a copy for each party).
- 2.4. The Work and Related Services supplied under this Agreement shall conform to the technical specifications and standards mentioned in the Technical specifications (Annex No.1) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the work country of origin.
- 2.5. If the Contractor fails to deliver any or all of the Work by the date of delivery, or fails to perform the Related Services within the period specified in the Agreement, the Customer may without prejudice to all its other remedies specified in the Agreement or law, deduct from the Agreement Price, penalties, specified in clause 2.6, up to a maximum deduction of 10% of the Agreement value. Once the maximum is reached, the Customer may terminate the Agreement
- 2.6. The Customer shall be entitled to claim penalties for delayed delivery, regardless whether the Customer supported real damages or not. The penalties shall be zero point one percent (0,1%) of the cost of delayed delivery per day of delay. The detailed amount of the penalties shall be notified to the Contractor, who may object within 30 days from the date of receipt of notification. Failing such objection within this period, the Contractor shall be deemed to have accepted the penalties.
- 2.7. The Contractor shall not be liable for forfeiture of its Performance Security, penalties and damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.8. If a Force Majeure situation arises, the Contractor shall notify (in 5 working days) the Customer in writing of such condition and the cause thereof providing an official confirmation from the Chamber of Commerce or other competent authority from the country of incorporation. Unless otherwise directed by the Customer in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Customer is entitled to terminate the contact if Force Majeure situation last more than 10 days.

3. Warranties

- 3.1. The Contractor warrants that all the Work are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Agreement.
- 3.2. The Contractor further warrants that the Work shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 3.3. The warranty shall remain valid for 5 years after the Work, or any portion thereof as the case may be, have been delivered to and accepted by the Customer in accordance with p.2 *Delivery and delay penalties* of this agreement.
- 3.4. If having been notified, the Contractor fails to remedy the defect within the specified period, the Customer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Customer may have against the Contractor under the Agreement, including the rights arising from the bank guaranties. The cost of remedial actions will be supported by the Contractor. The Customer may deduct these expenses from any payments due to the Contractor, as the case may be.
- 3.5. The Contractor shall pay any direct and indirect damages caused by the defective products to the Customer, or any third party, unless such damage occurred due to the wrong use of the Work.

4. Inspections and tests in the warranty period

- 4.1. The Contractor shall at its own expense carry out the checking and testing the proper functioning of the equipment in the presence of the Customer.
- 4.2. The Customer may require the Contractor to carry out any test and/or inspection not required by the Agreement, but deemed necessary to verify that the characteristics and performance of the Work comply with the technical specifications codes and standards under the Agreement. Request for test shall be done in writing and provide the necessary proves supporting it.
- 4.3. The Contractor shall provide the Customer with a report of the results of any such test and/or inspection.
- 4.4. The Customer may reject any Work or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Work or parts thereof or make alterations necessary to meet the specifications at its own expense and shall repeat the test and/or inspection at its own expense.
- 4.5. The Contractor agrees that neither the execution of a test and/or inspection of the Work or any part thereof, nor the attendance by the Customer or its representative, nor the issue of any report, shall release the Contractor from any warranties or other obligations under the Agreement.

5. Price and terms of payment

- 5.1. The Agreement value (price) is 6 690 000,00 (six million six hundred ninety thousand) Moldovan leu (MDL) where Value Added Tax is 1 115 000 (One million one hundred fifteen thousand) MDL. Bill of quantities with facility breakdown are provided in Annex No. 2. The prices are fixed and shall not be adjustable. The currency of this Agreement is Moldavian Leu - MDL.
- 5.2. Terms of payment:
 - a) 50% of the Agreement price will be paid within 30 days after the signing of the contract;
 - b) the remaining 50% of the price of Agreement will be paid within 30 working days after the signing of the Work Acceptance Certificate.
- 5.3. The Work Acceptance Certificate shall be completed by the Contractor, in the indicated form (Annex No. 4), signed by the Customer and the Contractor in Romanian and English languages, and certifies that the Works have been delivered according to the Agreement.

6. Confidentiality

- 6.1. The parties of the Agreement shall keep confidential and shall not, without the written consent of all parties, divulge to any third party any documents, data, or other information provided directly or indirectly by one party hereto in connection with the Agreement, whether such information has been provided prior to, during or following completion or termination of the Agreement.
- 6.2. A parties shall not use such documents, data, and other information received from the other parties for any purposes unrelated to the Agreement.
- 6.3. The obligation of confidentiality, however, shall not apply to information that:
 - (a) a partie need to share with the donor or other institutions participating in the financing of the Agreement;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 6.4. The provisions of confidentiality survive completion or termination of the Agreement, for whatever reason.

7. Liability to the third parties

- 7.1. The Contractor shall indemnify and hold harmless the Customer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Customer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the installation of the work by the Contractor or the use of the work.
- 7.2. Such indemnity shall not cover any use of the work or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement.

8. Interpretations

- 8.1. No relaxation, forbearance, delay, or indulgence by any party in enforcing any of the terms and conditions of the Agreement or the granting of time by any party to other party shall prejudice, affect, or restrict the rights of that party under the Agreement, neither shall any waiver by any party of any breach of the Agreement operate as waiver of any subsequent or continuing breach of the Agreement.
- 8.2. Any waiver of a party's rights, powers, or remedies under the Agreement must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 8.3. If any provision or condition of the Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

9. Termination of the Agreement

- 9.1. The Customer, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Contractor, may terminate the Agreement in whole or in part:
 - a) if the Contractor fails to deliver any or all of the work within the period specified in the Agreement;

- b) if the Contractor fails to perform any other obligation under the Agreement; or
 - c) If the Contractor, in the judgment of the Customer has engaged in fraud and corruption, in competing for or in executing the Agreement.
- 9.2. The Customer may at any time terminate the Agreement by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor.
- 9.3. The Customer, by notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Customer's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.
- 9.4. The Work that are complete and ready for handover within ten (10) days after the Contractor's receipt of notice of termination shall be accepted by the Customer at the Agreement terms and prices.

10. Notices

Any notice or demand which under the terms of this Contract or under any statute must or may be given or made by Contractor or Customer shall be in writing and shall be given or made (a) by facsimile; (b) by certified or registered mail; (c) by overnight courier; or (d) electronic mail addressed to the respective Party as follows:

To Customer:

Family Health International / FHI 360
2101 L Street
Suite 700
Washington, DC 20037

To Contractor:

Grabazei Alexandru, Director FCPC DataControl SRL
17/6 N. Testemițanu street, Chisinau, Republic of Moldova, MD2025
Cell phone: +373 69 13 15 49, a.grabazei@datacontrol.md

Such notice or demand shall be deemed to have been given or made (a) when sent by facsimile; (b) when mailed; (c) when picked up at the origin point by overnight courier service; and (d) when sent via electronic mail and there is either electronic or written acknowledgement and/or confirmation that the facsimile, mail, courier or electronic mail has been received by the receiving party.

11. Applicable Law and Settlement of Disputes

- 11.1 The applicable law is Moldavian law.
- 11.2 Any disputes arising in connection with the Agreement shall be finally settled by Arbitration, according to the laws of the Republic of Moldova, by one arbitrator, appointed in accordance with set rules. The language of such a procedure shall be Romanian.

12. Final provision

- 12.1. Any modification of this Agreement shall be made in writing.
- 12.2. The present Agreement is made in Romanian and English and in two copies.

For and on behalf of the Customer

name

function

Signature



Karen Bassich
Associate Director, Procurement
21 September 2023

For and on behalf of the Contractor

Alexandru Grabazei

Director

Signature



Annex No. 1. Technical specifications

The sites preparation includes three main components and will require the following work.

- A. Civil work;
- B. Electrical;
- C. Medical oxygen piping.

Each of the above-mentioned work will be conducted at each of the following sites to prepare them for the installation of containerized PSA plants.

1. The Clinical Hospital of the Ministry of Health;
2. Institute of Phthisiopneumology "Chiril Draganiuc";
3. District Hospital of Glodeni;
4. District Hospital of Calarasi.

A. CIVIL WORK

Each site will require the following work:

- Concrete platform for the PSA container with access ramp
- Metal roof
- Security fence with gate
- Drain system for the evacuation of PSA condensation.

Specific details required for each site as follows:

1. The Clinical Hospital of the Ministry of Health

Concrete Pad for The Clinical Hospital of the Ministry of Health PSA Installation preparation.

- Exterior perimeter dimensions (including access is ramp) 15,0x5,0+ramp 3,0x1,5
- Height is 0,5 m. above point of surrounding highest-level grade within 1 meter.
- Weight Bearing 16 Tons

Metal Roof:

- Dimensions 15,0x6,0x3,2-4,4; 3,6 m height closest place to PSA container height at eve.
- Perform installation of metal roof after the PSA container is installed.
- Prepare anchor bolts w concrete during concrete installation.

Security Fence:

- Standard local design 2 m. height.
- Install with 3,0 m. length gate.
- Install fence & gate after container is installed, length is estimated 70,0 m. (including gates) total.

Condensation Evacuation Piping

- interior – conduct d=40 mm l 12,0 m.
- exterior – conduct d=110 mm l 18,0 m. and connected to the facilities' central sewerage system.
- Install the condensation evacuation piping from a drain on the top surface of the concrete pad and terminating at the side wall of the concrete pad.

2. Institute of Phthisiopneumolgy "Chiril Draganiuc"

Concrete Pad for Institute of Phthisiopneumology "Chiril Draganiuc" PSA Installation preparation.

- Exterior perimeter dimensions (including access is ramp) 9,0x5,0 m.+ramp 3,0x1,5.
- Height is 0.5 m. above point of surrounding highest-level grade within 1 meter.
- Weight Bearing 10 Tons

Metal Roof

- Dimension 9,0x6,0x3,2-4,4; 3,6 m. height closest place to PSA container height at eve.
- Perform installation of metal roof after the PSA container is installed.
- Prepare anchor bolts w concrete during concrete installation.

Security Fence:

- Standard local design (eurogard) 2-meter height
- Install with 3.0 m. length (europoarta) gate
- Install fence & gate after container is installed, length is estimated at 45 m. (including gates) total.

Condensation Evacuation Piping

- interior – conduct d=40 mm l 12,0 m.
- exterior – conduct d=110 mm l 18,0 m. and connected to the facilities' central sewerage system.
- Install the condensation evacuation piping from a drain on the top surface of the concrete pad and terminating at the side wall of the concrete pad.

3. District Hospital of Glodeni

Concrete Pad for Glodeni PSA Installation preparation.

- Exterior perimeter dimensions (including access ramp) 9,0x5,0+ramp 3,0x1,5
- Height is 0,5 m. above point of surrounding highest level grade within 1 meter.
- Weight Bearing 10 Tons

Metal Roof

- Dimension 9,0x6,0x3,2-4,4; 3,6 m. height closest place to PSA container height at eve
- Perform installation of metal roof after the PSA container is installed.
- Prepare anchor bolts w concrete during concrete installation.

Security Fence:

- Standard local design 2 m. height
- Install with 3.0 m. length gate
- Install fence & gate after container is installed, length is estimated at 45 m. (including gates) total.

Condensation Evacuation Piping

- interior – conduct d=40 mm l 12,0 m.
- exterior – conduct d=110 mm l 18,0 m and connected to the facilities' central sewerage system.
- Install the condensation evacuation piping from a drain on the top surface of the concrete pad and terminating at the side wall of the concrete pad.

4. District Hospital of Calarasi

Concrete Pad for Calarasi PSA Installation preparation.

- Exterior perimeter dimensions (including access ramp) 9,0x5,0+ramp 3,0x1,5
- Height is 0,5 m. above point of surrounding highest level grade within 1 m.

- Weight Bearing 10 Tons

Metal Roof

- Dimension 9,0x6,0x3,2-4,4; 3,6 m. height closest place to PSA container height at eve
- Perform installation of metal roof after the PSA container is installed.
- Prepare anchor bolts w concrete during concrete installation.

Security Fence:

- Standard local design 2-meter height
- Install with 3.0 m. length gate
- Install fence & gate after container is installed, length is estimated at 50 m. (including gates) total.

Condensation Evacuation Piping

- interior – conduct d=40 mm l 12,0 m.
- exterior – conduct d=110 mm l 18,0 m and connected to the facilities' central sewerage system.
- Install the condensation evacuation piping from a drain on the top surface of the concrete pad and terminating at the side wall of the concrete pad.

B. ELECTRICAL

Each site will require the following work:

- Electrical power supply from a primary power supply source to the connection point of each electrical distribution cabinet within the PSA plant container.
 - *The appropriate capacity of the power supply sources including primary public utility power and the size and rating of the power supply cable is to be confirmed by the contractor.*
- Exterior lighting for the secure area of the PSA plant. The electrical distribution cabinet inside the PSA container will provide the power supply for the lighting.

Specific details required for each site as follows:

1. The Clinical Hospital of the Ministry of Health

Electrical Power Cable:

- Length of required power cable to be determined by site measurement with collaboration of site engineer and contractor.
 - Proposal to confirm cable length, based on site visit calculation: Point of power source to point of concrete pad PLUS, additional 17.5 meter of cable for extension beyond point "E" for connection to the container electrical distribution cabinet after the container is installed.
- Proposal to include a comparison of installation cost, per meter, for both overhead and underground from the power source to "point E" (Estimated Length total is ~47.5 meter, and final cost to be based on actual.)
 - The existing power source is the electrical building near to the PSA installation site. This source will be identified by the hospital engineer.
 - Cable type: PVC Insulated Power Cable (АПВББШв-1), 4x120 mm² – 30 m.
 - *Grounding as required by electrical code.*

Lighting Scheme:

- Contractor to propose external lighting scheme to include all sides of the container.
- Contractor to connect to power supply at the 16amp breaker, provided within the electrical distribution cabinet inside the PSA container.

2. Institute of Phthisiopneumolgy “Chiril Draganiuc”

Electrical Power Cable

- Length of required power cable to be determined by site measurement with collaboration of site engineer and contractor.
 - Proposal to confirm cable length base on site visit calculation: Point of power source to point of concrete pad. PLUS, additional 17.5 meter of cable for extension beyond point “E” for connection to the container electrical distribution cabinet after the container is installed.
- Proposal to include a comparison of installation cost, per meter, for both overhead and underground from the power source to “point E” (Estimated Length total is ~167.5 meter, and final cost to be based on actual.)
 - The existing power source is the electrical building near to the PSA installation site. This source will be identified by the hospital engineer.
 - Cable type: PVC Insulated Power Cable (АПВБ6ШВ-1), 4x120 mm² – 30 m.

Grounding as required by electrical code.

Lighting Scheme:

- Contractor to propose external lighting scheme to include all sides of the container.
- Contractor to connect to power supply at the 16amp breaker, provided within the electrical distribution cabinet inside the PSA container.

3. District Hospital of Glodeni

Electrical Power Cable

- Length of required power cable to be determined by site measurement with collaboration of site engineer and contractor.
 - Proposal to confirm cable length base on site visit calculation: Point of power source to point of concrete pad. PLUS, additional 15.5 meter of cable for extension beyond point “E” for connection to the container electrical distribution cabinet after the container is installed.
- Proposal to include a comparison of installation cost, per meter, for both overhead and underground from the power source to “point E” (Estimated Length total is ~45.5 meter, and final cost to be based on actual.)
 - The existing power source is the electrical building near to the PSA installation site. This source will be identified by the hospital engineer.
 - Cable type: PVC Insulated Power Cable (АПВБ6ШВ-1), 4x120 mm² – 30 m.
 - *Grounding as required by electrical code.*

Lighting Scheme:

- Contractor to propose external lighting scheme to include all sides of the container.
- Contractor to connect to power supply at the 16amp breaker, provided within the electrical distribution cabinet inside the PSA container.

4. District Hospital of Calarasi

Electrical Power Cable

- Length of required power cable to be determined by site measurement with collaboration of site engineer and contractor.
 - Proposal to confirm cable length base on site visit calculation: Point of power source to point of concrete pad. PLUS, additional 17.5 meter of cable for extension beyond point “E” for connection to the container electrical distribution cabinet after the container is installed.

- Proposal to include a comparison of installation cost, per meter, for both overhead and underground from the power source to “point E” (Estimated Length total is ~47.5 meter, and final cost to be based on actual.)
 - The existing power source is the electrical building near to the PSA installation site. This source will be identified by the hospital engineer.
 - Cable type: PVC Insulated Power Cable (АПВББШв-1), 4x120 mm² – 30 m.
 - *Grounding as required by electrical code.*

Lighting Scheme:

- Contractor to propose external lighting scheme to include all sides of the container.
- Contractor to connect to power supply at the 16amp breaker, provided within the electrical distribution cabinet inside the PSA container.

C. MEDICAL OXYGEN PIPING

Each site will require the following work:

- Oxygen piping from the PSA plant to hospital connections at all sites
 - *The appropriate engineering design, with consideration to flow and distance is to be confirmed by the contractor.*
- Oxygen piping to specified hospital rooms at the Institute of Phthisiopneumology “Chiril Draganiuc”
- Fire Safety signage to be displayed on every side of PSA plant container.

Specific details required for each site as follows:

1. The Clinical Hospital of the Ministry of Health

Oxygen Supply Piping

- Proposal to include installation cost per meter and final cost to be based on actual.
- Pipe type: stainless steel, AISI308 D=33,7x3 mm. appropriate engineering confirmed by contractor.
- Oxygen Pipe to be installed from container port to the nearest point of the existing pipe system within the hospital building that is indicated in the drawing. (Estimated length is ~130,0 m)
- Installed pipe to be below ground from concrete pad to hospital building.
- Install final pipe connections to the PSA plant after the PSA plant container is installed.

Fire Safety signage to be displayed on every side of PSA plant container:

- No Smoking / No Open flame

2. Institute of Phthisiopneumolgy “Chiril Draganiuc”

Oxygen Supply Piping

- Proposal to include installation cost per meter and final cost to be based on actual.
- Pipe type: stainless steel AISI 308 D=33,7x3 mm, appropriate engineering, confirmed by contractor.
- Oxygen Pipe to be installed from container port to existing oxygen supply pipe in the adjacent oxygen building. (estimated length is ~70,0 m.)
- Installed pipe to be below ground from concrete pad to hospital building.
- Install pipe to concrete pad perimeter then complete final pipe connections to the PSA plant after the PSA plant container is installed.
- Piping expansion inside the hospital:
 - Extend the oxygen piping that is existing inside the hospital to serve 16 additional hospital beds that are located in the following rooms:

- 1st floor, Multidrug-resistant section no. 1, lounge 9 — 4 beds;
- 2nd floor, Physiology section no. 1, lounge 5 — 4 beds;
- 3rd floor, Phthisiopneumology section, room 6 — 4 beds;
- 4th floor, Phthisiology section no. 2, lounge 1 — 4 beds
- Terminal connections for external medical gas outlets (Greggersen Gasetechnik GmbH) (O2) estimated in the amount of 16 pcs are to be provided for each bed, in each room)
- Contractor must conduct a site visit of the interior of the hospital to confirm the scope of work and bill of quantities required to complete the installation.

Fire Safety signage to be displayed on every side of PSA plant container:

- No Smoking / No Open flame

3. District Hospital of Glodeni

Oxygen Supply Piping

- Proposal to include installation cost per meter and final cost to be based on actual.
- Pipe type: stainless steel AISI 308 D=26,8x2 mm., appropriate engineering confirmed by contractor.
- Oxygen Pipe to be installed from container port to existing oxygen supply pipe in the adjacent oxygen building. (estimated length is ~15,0 m)
- Install final pipe connections to the PSA plant after the PSA plant container is installed.

Fire Safety signage to be displayed on every side of PSA plant container:

- No Smoking / No Open flame

4. District Hospital of Calarasi

Oxygen Supply Piping

- Proposal to include installation cost per meter and final cost to be based on actual.
- Pipe type: stainless steel AISI 308 D=26,8x2 mm., appropriate engineering confirmed by contractor.
- Oxygen Pipe to be installed from container port to existing oxygen supply pipe in the adjacent oxygen building. (Estimated length is ~15,0 m)
- Install final pipe connections to the PSA plant after the PSA plant container is installed.

Fire Safety signage to be displayed on every side of PSA plant container:

- No Smoking / No Open flame

Annex No. 2. Bill of quantities

Beneficiary	IMSP SCMS	IMSP IFP Chiril Draganiuc	IMSP SR Glodeni	IMSP SR Calarasi	Total
Civil works	Concrete platform	560 000.00	560 000.00	560 000.00	2 350 000.00
	Metal roof	583 000.00	335 000.00	335 000.00	1 588 000.00
	Security fence with gate	82 000.00	75 000.00	75 000.00	307 000.00
	Drain system	15 000.00	15 000.00	15 000.00	60 000.00
	Total	1,350,000.00	985,000.00	985,000.00	4,305,000.00
Electrical works	Electrical power supply	60 000.00	60 000.00	60 000.00	390 000.00
	Exterior lighting	10 000.00	10 000.00	10 000.00	40 000.00
	Total	70,000.00	70,000.00	70,000.00	430,000.00
Medical oxygen piping	Oxygen Supply Piping	198 000.00	398 000.00	19 000.00	634 000.00
	Fire Safety signage	2 000.00	2 000.00	1 000.00	6 000.00
	Total	200,000.00	400,000.00	20,000.00	640,000.00
Projecting works		50,000.00	50,000.00	50,000.00	200,000.00
Total VAT		-	-	-	1,115,000.00
Total		1,670,000.00	1,655,000.00	1,125,000.00	6,690,000.00

Name of works/services	Months 2023														
	I Month (01-31.10.2023)					II Month (01-30.11.2023)					III Month (01-15.12.2023)				
	1	2	3	4	1/2	1	2	3	4	1/2	1	2	3	4	1/2
Capitol D Projecting works															
Capitol A Civil works															
Capitol B Electrical works															
Capitol C Medical oxygen piping															
Final reception															

*The beginning of Works will be after signing of the Contract and obtaining of all the permissive documents from Health care facilities. Works can be completed earlier than it as expected by this schedule.

Annex No. 4. Work Acceptance Certificate

«APPROVE» EpiC Moldova <hr/> (name of organization) FHI360 <hr/> (full name and position) « » 2023 <hr/> (Date) <hr/> (Stamp and Signature)	«APPROVE» LLC DataControl <hr/> (номи ташкилот/ name of organization) Grabazei Alexandru, Director <hr/> (full name and position) « » 2023 <hr/> (Date) <hr/> (Stamp and Signature)
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ACT OF ACCEPTANCE OF WORKS

We, the undersigned, members of the commission representing FHI360 (Customer), LLC DataControl (Contractor), and _____ (Beneficiary) have prepared this document on the fact that LLC DataControl within EpiC Moldova Project, funded by the United States Agency for International Development (USAID) under Contract No. _____ with FHI360 dated September __, 2023, as Contractor - performed construction, electrical and piping works for installation of Pressure Swing Adsorption Oxygen Plants in the _____ (name of facility) in accordance with the terms of reference of the Customer:

CONSTRUCTION WORKS

No	Responsibilities	Status of performance (completed/not completed)
1	Coordination of project/technical documentation and documentation for construction and engineering works.	Completed: Date:
2	Construction of reinforced concrete pad for oxygen station.	Completed: Date:
3	Digging a trench for laying 3-wire cable with an area of _____ and connecting the shields by a transformer and an oxygen station.	Completed: Date:
4	Roof construction (first roof base, roofing after installation of oxygen station).	Completed: Date:
5	Installation of a fence around the oxygen station.	Completed: Date:
6	Install the PSA plant on the reinforced concrete pad.	Completed: Date:
7	Supply of oxygen line materials.	Completed: Date:
8	Laying of copper oxygen pipes to ____ (quantity) points in the departments of _____.	Completed: Date:
9	Laying of branches from the main line of the oxygen station to the points at the wall consoles inside the selected departments of the hospital.	Completed: Date:
10	Installation of a ramp behind the oxygen station.	Completed: Date:

11	Clean the inside of the pipes with an alcohol solution to ensure the cleanliness of the pipes.	Completed: Date:
12	Testing of oxygen systems under pressure in pipes and wall consoles in wards.	Completed: Date:
13	Installation of _____ (quantity) oxygen points in hospital wards.	Completed: Date:
14	Connect the medical copper pipe to the oxygen station	Completed: Date:

II. REQUIRED TECHNICAL SPECIFICATIONS

No	Standard requirements	The norm	Result (satisfactory/ unsatisfactory)
1	Gas points for oxygen should be DIN standards. Flow pressure at the outlet.	Not less than 2.8 bar	
2	The frequency of the oxygen in the connected device	Not less than 93%	
3	Regulated oxygen flow.	from 0-15 ltr / min	
4	All used copper pipes must be of:	Deoxidized phosphors should be completely removed.	
		All pipes must be made of copper alloys and copper.	
		All pipes must be degreased.	
		Pipes must be accompanied by a test certificate from the manufacturer on the physical properties and chemical composition of the pipes.	
5	Training of hospital staff to work safely with oxygen.	Conduct training and certification of hospital staff responsible for working with oxygen.	
6	Installation of project board and fire shield.	1 piece	
7	Insulation material for external pipes and providing its photos for the project archive.	Sponge material	

8	Noisy activities are performed during normal business hours (From 8:00 am. to 5:00 pm).	From 8:00 am. to 5:00 pm	
9	During the implementation of the project activities, LLC "DataControl" provided all involved personnel with personal protective equipment.		

RESPONSIBILITIES OF THE RECEPIENT

The recipient undertakes the following obligations:

1. Provides voltage generator and voltage stabilizer to ensure uninterrupted operation of PSA plant.
2. Plan annual expenditures for the operation and maintenance of the oxygen station in his budget.
3. To ensure the safety of staff dealing with PSA plant and provide them with personal protective equipment and plan related expenses in their budget.
4. Confirms that it has the technical documents regulating the safe operation of the oxygen station (use of cylinders, use of personal protective equipment, fire safety, storage conditions, disinfection, decommissioning, use in case of high voltage) and received the necessary training.
5. Direct the flow of rainwater towards the garden, plants or drainage.

Construction work has been completed by the Executor at _____ (Recipient), at the following address: _____.

We have drawn up this document stating that the Contractor has successfully completed the construction work in accordance with Contract No. _____, and that the representatives of the Customer and Beneficiary have accepted the work performed and have no claims.

On behalf of the Contractor:

(Position, full name) (Position, full name) (Signature)

(Position) (Full name) (Signature)

(Position) (Full name) (Signature)

(Position) (Full name) (Signature)

(Position) (Full name) (Signature)

Facility Name	Lot 1		Lot 2		Total Cost	Total Cost
	PSA Installation Construction Costs*		Facility Modifications/ Piping		Site Construction Total (USD)	Site Construction Total (MDL)
1. Clinical Hospital of the Ministry of Health	MDL 1,764,000.00		MDL 240,000.00		\$114,019.12	MDL 2,004,000.00
2. Institute of Phthisiopneumology "Chiril Draganiuc"	MDL 1,506,000.00		MDL 480,000.00		\$112,994.99	MDL 1,986,000.00
3. District Hospital of Calarasi	MDL 1,326,000.00		MDL 24,000.00		\$76,809.29	MDL 1,350,000.00
4. District Hospital of Glodeni	MDL 1,326,000.00		MDL 24,000.00		\$76,809.29	MDL 1,350,000.00
Total	MDL 5,922,000.00		MDL 768,000.00		\$380,632.68	MDL 6,690,000.00
Approx. USD	\$336,936.73		\$43,695.95			\$380,632.68

MDL/USD FX Rate (08/23)	17.576
Approx. USD	\$380,632.68

Item	MDL Currency	USD
Construction Costs	MDL 6,690,000.00	\$380,632.68
Total	MDL 6,690,000.00	\$380,632.68

* Construction costs here also include costs for electrical works and costs for development of the detailed project plan.

All costs indicated with 20% VAT.