

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name:** Moldova Energy Efficiency Project

**Contract No.** MEEP/CS/1.1/02

**Assignment Title:** Elaboration of the detailed technical design and author supervision for energy efficient rehabilitation of Republican Medical Diagnostic Centre/Physiopneumology Institute

**between**

**Moldova Energy Projects Implementation Unit**

**and**

**JV of management4health AG (Lead member), Sigma Engineering S.R.L. (JV member) and CSZ Ingenieurconsult GmbH @ Co. KG (JV member)**

**Dated:** 13 June 2024



**Contract no. MEEP/CS/1.1/02**  
**Lump-Sum**

This CONTRACT (hereinafter called the "Contract") is made the 13 day of the month of June, 2024, between, on the one hand,

- (1) **Moldova Energy Projects Implementation Unit**, represented by the Interim Director, Mr. Ruslan SURUGIU, having its principal place of business at 1, Alecu Russo Street, block A1, office 163, MD-2068, Chisinau, Republic of Moldova (hereinafter called the "Client") and, on the other hand,
- (2) **Joint Venture** consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract (hereinafter called the "Consultant"), namely,  
**management4health AG (Lead member)**, a company registered in Germany, having its principal place of business at Hebelstr. 11, 60318 Frankfurt am Main, Germany, represented by Chief Executive Officer Mr. Stefano FERRARI,  
**Sigma Engineering S.R.L. (JV member)**, a company registered in the Republic of Moldova, having its principal place of business at 101 Alba lulia str., ap. 55, Chisinau, MD-2071, Republic of Moldova represented by Director Mr. Vitalie TITEL,  
and  
**CSZ Ingenieurconsult GmbH & Co. KG (JV member)**, a company registered in Germany, having its principal place of business at Pfungstädter Straße 92, 64297 Darmstadt, Germany represented by Managing Director Mr. Christoph CORNELIUS.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a financing from the European Investment Bank and European Bank for Reconstruction and Development toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Banks will be made only at the request of the Client and upon approval by the Banks; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Banks, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the financing proceeds;



NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “EIB Anti-Fraud Policy”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference  
 Appendix B: Key Experts  
 Appendix C: Breakdown of Contract Price  
 Appendix D: Form of Advance Payments Guarantee  
 Appendix E: Code of Conduct for Experts  
 Appendix F: Covenant of Integrity  
 Appendix G: Environmental and Social Covenant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E, Appendix F and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Moldova Energy Projects Implementation Unit*

*Ruslan SURUGIU*  
 Interim Director

in the presence of *Boris BĂLUȚEL*  
 Director, Republican Medical Diagnostic Centre

in the presence of *Doina RUSU*  
 Director, Physiopneumology Institute

For and on behalf of each of the members of the Consultant



## GENERAL CONDITIONS OF CONTRACT

### A. GENERAL PROVISIONS

#### 1. Definitions

1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
  - (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bank”** means the European Investment Bank (EIB) and **“Banks”** means the European Investment Bank and European Bank for Reconstruction and Development (EBRD).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Banks.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **“Day”** means a working day unless indicated otherwise.
  - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
  - (l) **“GCC”** means these General Conditions of Contract.



- (m) **“Government”** means the government of the Client’s country.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of the Client’s country.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:  
**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  
**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.



- (x) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- 2. Relationship between the Parties**
- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract**
- 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language**
- 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings**
- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications**
- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.



- 10. Fraud and Corruption**
- 10.1. The Banks requires compliance with the Bank's Anti-Fraud Policy and its prevailing sanctions policies and procedures as set forth in the Banks' Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees**
- 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Banks.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract**
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by




written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

## 17. Force Majeure

### a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### b. No Breach of Contract

17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a



period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

## 18. Suspension

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 19. Termination

- 19.1. This Contract may be terminated by either Party as per provisions set up below:
- a. **By the Client**
- 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
  - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or



go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination




or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

- a. Standard of Performance** 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-

consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interest**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Banks' Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the

Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.




**25. Accounting,  
Inspection and  
Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Banks and/or persons appointed by the Banks to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Banks. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Banks' inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Banks' prevailing sanctions procedures).

**26. Reporting  
Obligations**

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.



**28. Equipment,  
Vehicles and  
Materials**

- 28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Code of Conduct**

- 29.1. The Consultant shall have a Code of Conduct for the Experts.

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

**30. Forced Labor**

- 30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of



payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

### **31. Child Labor**

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

### **32. Non-Discrimination and Equal Opportunity**

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.





Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

**33. Training of Experts**

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**34. Description of Key Experts**

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**35. Replacement of Key Experts**

35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**36. Removal of Experts or Sub-consultants**

36.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) based on reasonable evidence, is determined to have engaged in Anti-Fraud Policy during the execution of the Works; or
- (e) undertakes behaviour which breaches the Code of Conduct;

the Consultant shall, at the Client's written request, provide a replacement.

- 36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **37. Assistance and Exemptions**

- 37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
  - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
  - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a



corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

### **38. Access to Project Site**

- 38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### **39. Change in the Applicable Law Related to Taxes and Duties**

- 39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

### **40. Services, Facilities and Property of the Client**

- 40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

### **41. Counterpart Personnel**

- 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent



with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**42. Payment  
Obligation**

42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**43. Contract Price**

43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**44. Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**45. Currency of  
Payment**

45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

**46. Mode of Billing and  
Payment**

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 *The Lump-Sum Instalment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) accepted by the Client accompanied by invoice for the related lump-sum instalment payment.

46.2.3 *The Final Payment.* The final payment under this Clause shall be made within sixty (60) days after the receipt by the Client of the Final Report accepted by the Client accompanied by invoice for the Final Payment.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **47. Interest on Delayed Payments**

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **G. FAIRNESS AND GOOD FAITH**

#### **48. Good Faith**

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **H. SETTLEMENT OF DISPUTES**

#### **49. Amicable Settlement**

49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

#### **50. Dispute Resolution**

50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## **General Conditions of Contract**

### **Attachment 1**

#### **EIB Anti-Fraud Policy**

**EIB Anti Fraud Policy is available at:**

**[http://www.eib.org/attachments/strategies/anti\\_fraud\\_policy\\_20130917\\_en.pdf](http://www.eib.org/attachments/strategies/anti_fraud_policy_20130917_en.pdf)**

**European Investment Bank Exclusion Policy available at:**

**[http://www.eib.org/attachments/strategies/eib\\_exclusion\\_policy\\_en.pdf](http://www.eib.org/attachments/strategies/eib_exclusion_policy_en.pdf)**



### Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be interpreted in accordance with the law of Republic of Moldova</b>
4.1	<b>The ruling language is: English</b> <b>The language for communications is: English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client: <u>Moldova Energy Projects Implementation Unit</u>            Attention: <u>Mr. Ruslan Surugiu, Interim Director</u>            E-mail: <u>mepiu@mepiu.md</u></p> <p>Consultant: JV of Management4health AG (Lead member), Sigma Engineering S.R.L. (JVmember) and CSZ Ingenieurconsult GmbH @ Co. KG (JV member)            Attention: Mr. Stefano Ferrari, Chief Executive Officer (Lead member)</p> <p>E-mail (where permitted): <u>stefano.ferrari@m4health.pro</u></p>
8.1	<b>The Lead Member on behalf of the JV is management4health AG</b>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <u>Mr. Ruslan Surugiu, Interim Director</u></p> <p><b>For the Consultant:</b> <u>Mr. Stefano Ferrari, Chief Executive Officer</u></p>
11.1	<b>The effectiveness conditions are the following: <i>the date of Contract signing by both parties.</i></b>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be two (2) months.</b></p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be fourteen (14) calendar days from contract signing by Parties.</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>




14.1	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be:</b>  (i) eight (8) months and one (1) week for design (starting from the date of signature of the contract), (ii) twelve (12) months for Author's Supervision starting from the date of Works commencement and continuing until their completion.</p>
23.1	<p><b>Limitation of the Consultant's Liability towards the Client:</b></p> <p><b>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(ii) for any direct loss or damage that exceeds one, times the total value of the Contract;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p style="padding-left: 20px;"><b>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p style="padding-left: 40px;"><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</b></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of no less than the total ceiling amount of the Contract Amount;</b></p> <p><b>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country;</b></p> <p><b>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</b></p> <p><b>(d) Client's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</b></p>






	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.2	The Consultant shall not use the data, reports and other documents elaborated within the course of this assignment for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	<b>The Contract price is: EUR 604,328.00</b> <i>[six hundred four thousand three hundred twenty-eight Euro, 00 cents]</i> <b>inclusive of local indirect taxes.</b>
44.1 and 44.2	<p><b>44.1</b> The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract, <b>except as provided under SCC 44.2 below.</b></p> <p><b>44.2</b> The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from Value Added Tax (deductible for local purchase / non-deductible for import), excise duty, customs duty, tax for carrying out customs procedures, tax for goods which, in the process of use, cause environmental pollution when importing goods and/or services intended for the implementation of the Project, under the applicable law in the Client's country and in accordance with the procedures established in the Government Decision No. 314/2023 of 24 May 2023 (on application of tax and customs facilities for import and/or supply of goods and/or services intended for the implementation of the "Moldova Energy Efficiency Project"), on the Consultant and the Sub-consultants.</p> <p>The Client warrants that the Consultant is not subject to corporate income tax in the Republic of Moldova (withhold tax as per legislation of the Republic of Moldova, the applicable law) provided that the following conditions met:</p> <p>(i) the Agreement on exclusion of double taxation on incomes and properties dated 24/11/1981 between USSR and FRG is in force, and</p> <p>(ii) the Consultant has submitted a Certificate of its residence for tax purposes (issued by Tax authority from Consultant's country) for each fiscal year in which the Services will be performed, prior to any payment for carried out Services.</p> <p>In case if any of the above conditions is not met, the Client shall withhold the amount of Withhold tax at the rates as in force according to the applicable law of the Contract, not subject to further reimbursement to the Consultant.</p>




46.2	<p><b>The payment schedule:</b></p> <p><b>1<sup>st</sup> payment:</b> <i>twenty percent (20%) of the total contract amount against the invoice for the Final Inception Report as per Appendix A, accepted by the Client;</i></p> <p><b>2<sup>nd</sup> payment:</b> <i>fifty percent (50%) of the total contract amount against the invoice for the Complete packages of Final design documents as per Appendix A, accepted by the Client.</i></p> <p><b>3<sup>rd</sup> payment:</b> <i>twenty percent (20%) of the total contract amount against the invoice for the Approval of the design and cost documentation from the State Expertise as per Appendix A, accepted by the Client.</i></p> <p><b>Final payment:</b> <i>ten percent (10%) of the total contract amount against the invoice for the Final report on Design Author's Supervision as per Appendix A, accepted by the Client.</i></p>
46.2.1	Not applicable
46.2.4	<p><b>The banking details are:</b></p> <p><b>Account beneficiary:</b> management4health AG</p> <p><b>Beneficiary address:</b> Hebelstr. 11, 60318 Frankfurt am Main, Germany</p> <p><b>Account number:</b> 200505270</p> <p><b>IBAN code:</b> DE96500502010200505270</p> <p><b>Bank name:</b> Frankfurter Sparkasse</p> <p><b>Bank address:</b> Neue Mainzer Str. 47-53, 60311 Frankfurt am Main, Germany</p> <p><b>SWIFT code:</b> HELADEF1822</p>
47.1	<p><b>The interest rate is:</b> <i>Central European Bank base rate plus two percent (2%) per annum.</i></p>
50.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the <i>Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last</li> </ol> </li> </ol>

remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *FIDIC* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.*
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:
- (a) the country of incorporation of the Consultant or of any of their members or Parties; or



- (b) the country in which the Consultant's or any of their members' or Parties' principal place of business is located; or
- (c) the country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or
- (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in *Paris, France*;
- (b) the *English* language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



## Appendix A – Terms of Reference

### 1. BACKGROUND

The Energy Efficiency Project in the Republic of Moldova (hereinafter MEEP) aims to improve energy efficiency in public buildings owned by central and local public authorities, which are characterized by a low energy performance, due to the age of the buildings and the acute lack of investment in the works to consolidate and increase energy efficiency during their use.

In order to realize MEEP, the Republic of Moldova contracted a loan worth 30,000,000 Euro from the European Investment Bank (EIB), a loan worth 30,000,000 Euro from the European Bank for Reconstruction and Development (EBRD), a Grant of 15,000,000 Euro from the European Union provided through the Neighbourhood Investment Platform of the European Commission (NIP), the EPTATF support in the amount of 500,000 Euro, as well as the contribution of the Government of the Republic of Moldova. The total budget of MEEP therefore is approximately 76,900,000 Euro, of which 72,400,000 Euro are investment costs for renovation of selected buildings. The implementation period of MEEP runs to 2027.

The main category of beneficiaries of the Project are public institutions of social purpose, namely governmental public institutions of national importance (republican hospitals) and public institutions of local/municipal importance (kindergartens, schools, municipal and district hospitals).

Considering the complexity of the Project and following the pre-feasibility study, the Project implementation is divided into two phases:

- During Phase I, the focus will be on large governmental hospitals (pilot projects) that have clear compliance with pre-agreed criteria, including financing modalities. The list of institutions has been approved by the Parliament of the Republic of Moldova and has been endorsed by the Steering Committee of the Project.
- Phase II will proceed with the implementation of sub-projects under local/municipal public institutions (kindergartens, schools, municipal and rayon hospitals). Phase II is dependent on the availability of financing.

Based on the pre-feasibility study for the Project, at the recommendation of the Government of the Republic of Moldova a list of 9 Pilot projects was drawn up, which will benefit from investments in the first phase of the Project's implementation. The list of Pilot project was approved by the Parliament of Moldova in spring 2022, as well as the MEEP Project Steering Committee during the first meeting held on 23 September 2022.

**Table 1. List of Pilot projects Phase I**

No.	Name of medical institutions
1.	Emergency Medicine Institute
2.	Cardiology Institute
3.	Oncological Institute
4.	Mother and Child Institute
5.	Republican Clinical Hospital
6.	Institute of Neurology and Neurosurgery

7.	Republican Center for Medical Diagnostics / IMSP Institute of Phtysiopneumology "Chiril Draganiuc"
8.	Balti Clinical Hospital
9.	Psychiatry Clinical Hospital

## 2. SCOPE OF ASSIGNMENT

The scope of this assignment is to prepare the technical design documentation and the tender documentation (estimations, Bill of Quantity, technical specifications etc.) on the basis of which a construction company can be contracted for the refurbishment of Republican Medical Diagnostic Center/Institute of Physiopneumology "Chiril Draganiuc" and the National Laboratory for Tuberculosis Microbiology of the. Institute of Physiopneumology "Chiril Draganiuc", located in the Chisinau. The detailed Terms of reference for this particular lot are presented in Annex 1 to this Appendix A and form part of the Contract. The Consultant's technical proposal (Form Tech-4) is presented in Annex 2 to this Appendix A and forms part of the Contract.

## 3. PROFILE OF THE CONSULTANT

### 3.1. Profile of the company

The consultant must be a registered firm or association/joint venture of firms (corporate services are required) having experience, technical and organisational capabilities and qualified personnel to complete the assignment. The following criteria will be applied to evaluate experience of the consultant:

#### (i) Core business and years in business:

- at least 10 years of experience in design services. As a proof of compliance, the consultant shall provide the following documents in the Technical Proposal (in case of JV must be provided for each partner):
  - o copy of valid business license from county of origin (if such activity is subject to licencing in the consultant's country) and copy of the registration certificate (issued not earlier than 2 years prior to the proposal submission deadline);
  - o copy of articles of incorporation;
  - o signed & stamped list of completed projects as firm, incl. contacts for reference check.

#### (ii) Qualifications in the field of the assignment:

- At least 2 assignments in elaboration of detailed technical design for renovations of public buildings including at least one for hospital(s) with a value equivalent at least 80% of the estimated contract amount (for the lot for which the participant is applying for; in case if participant is applying for more than one lot, the requirements should be met cumulatively) - successfully (100% except for author's supervision, if applicable) completed either alone or as a lead member of a JV with a minimum participation of 50% during the last 7 years starting 1st of January 2016 and the deadline for submission of proposal; and
- at least 2 assignments in design within the increase of energy efficiency in existing buildings with a value equivalent at least 80% of the estimated contract amount (for the lot

for which the participant is applying for; in case if participant is applying for more than one lot, the requirements should be met cumulatively) - successfully (100% except for author's supervision, if applicable) completed either alone or as a lead member of a JV with a minimum participation of 50% during the last 7 years starting 1st of January 2016 and the deadline for submission of proposal;

As a proof of compliance with the above requirements, the consultant shall provide a signed and stamped list of related contracts, incl. amounts, brief description of the assignment, contacts for reference check, pictures (photos with date and place), copy of the main contract pages and commissioning letter/letter of acceptance or reference letter from the client.

**(iii) Professional and financial strength:**

- the number of permanent staff of the consultant must be at least 10 for each of the last 5 years starting 1st of January 2018 and the deadline for submission of proposals. As a proof of compliance with this requirement the consultant shall provide a signed and stamped staffing table;
- the average annual turnover of the consultant must be at least the estimated contract amount (for the lot for which the participant is applying for; in case if participant is applying for more than one lot, the requirements should be met cumulatively) equivalent for each of the last 3 years starting 1st of January 2020 and the deadline for submission of proposals. As a proof of compliance with this requirement, the consultant shall provide audited balance sheets or verified financial statements covering the required period.

### 3.2 Profile of staff

The Consultant shall retain personnel, with the required qualifications, for the tasks described above, covering the following disciplines. The required qualifications for the Consultant's core team are presented below. In case if participant is applying for more than one lot, it should propose separate team for each lot. Under exceptional circumstances, the Client will accept the same expert to be included in more than one lot, clearly describing and demonstrating in time schedule the absence of overlaps between his/her involvement in different lots, if awarded.

The Consultant should comply with the local legislation requirements, and should cover the relevant domains of attestation (either with key or non-key staff) for technical design as per Article 13 of the Government Decision no. 329 /2009. The evidence of relevant certification should be submitted as attachments to the respective CVs of key or non-key staff.

**(i) Key Experts**

Position	Description
KE-1	<p><b><u>Team leader</u></b>  <b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>• Master degree in civil engineering, architecture, engineering or similar specialties;</li> <li>• Excellent English, knowledge of Romanian and/or Russian will be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 10 years of professional experience in design</li> </ul>




	<ul style="list-style-type: none"> <li>• Experience in EE rehabilitation projects</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 5 years of experience as Team Leader/Deputy Team Leader (out of which at least 3 years as Team leader) in similar projects in design;</li> <li>• Successful participation in at least 3 projects for the design of energy efficient rehabilitation of public buildings</li> </ul>
KE-2	<p><b><u>Chief Architect Engineer</u></b></p> <p><b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>• Master degree in the field of architecture or civil engineering;</li> <li>• Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 10 years of professional experience in design</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 5 years of professional experience as Chief Architect</li> <li>• Successful participation in at least 1 project for the design of energy efficient rehabilitation of public buildings</li> </ul>
KE-3	<p><b><u>Senior Structural/Civil Engineer</u></b></p> <p><b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>• Bachelor's degree in the field of architecture or civil engineering;</li> <li>• Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 7 years of professional experience in a field relevant to this assignment</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>• At least 5 years of experience as structural engineer in design of rehabilitation of existing buildings</li> </ul>
KE-4	<p><b><u>Senior Electrical and Automation Engineer</u></b></p> <p><b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>- At least a Bachelor's degree in electrical engineering <b><u>and automation</u></b> or similar</li> <li>- Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>- At least 7 years of professional experience in a field relevant to this assignment.</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>- Successful participation in at least 3 projects for the design of civil works</li> </ul>
KE-5	<p><b><u>Senior HVAC installations engineer</u></b></p> <p><b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>- At least a Bachelor's degree in HVAC engineering or similar</li> <li>- Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>- At least 7 years of professional experience in a field relevant to this assignment;</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>- Successful participation in at least 3 projects for the design of civil works</li> </ul>
KE-6	<p><b><u>Senior Energy Efficiency Engineer</u></b></p>



	<p><b><u>Qualifications and skills</u></b></p> <ul style="list-style-type: none"> <li>- At least a Bachelor's degree in EE, engineering or similar</li> <li>- Excellent Romanian and English</li> </ul> <p><b><u>General professional experience</u></b></p> <ul style="list-style-type: none"> <li>- At least 7 years of postgraduate professional experience in a field relevant to this assignment.</li> </ul> <p><b><u>Specific professional experience</u></b></p> <ul style="list-style-type: none"> <li>- Successful participation in at least 3 projects for the design of energy efficient rehabilitation of public buildings</li> </ul>
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**(ii) Non-Key experts**

The Consultant will also be expected to provide local and expatriate staff (would be evaluated as one group) as follows:

Position	Description
NKE-1	<p><b>QA Manager/Auditor</b></p> <p>Bachelor's degree in civil engineering or similar; At least 5 years as QA manager and auditor for similar projects</p>
NKE-2	<p><b>Quantity Surveyor</b></p> <p>Bachelor's degree in civil engineering or similar; Theoretical and practical knowledge and experience of FIDIC conditions of contract is required</p>
NKE-3	<p><b>Water supply and sewerage expert</b></p> <p>Bachelor's degree in Water supply and Sewerage (WSS) engineering or similar; At least 5 years as WSS engineer for similar projects.</p>
NKE-4	<p><b>Engineering Technologist (Facilities Planner)</b></p> <p>Bachelor's degree in constructions; At least 5 years of experience in construction as a design engineering technologist (facilities planner)</p>
NKE-5	<p><b>Environmental and social expert</b></p> <p>Bachelor's degree in relevant field; at least 5 years' experience in Construction as environmental and social expert supervising the implementation of ES plans as well as the relevant legislation during construction</p>
NKE-6	<p><b>Health and Safety Specialist</b></p> <p>Bachelor's degree in relevant field; at least 5 years' experience in Construction as Health &amp; Safety Engineer supervising the implementation of H&amp;S plans as well as the relevant legislation during construction</p>
ONKE	<b>Other non-key experts as needed</b>

The CVs (of 2 pages max.) of non-key experts should be submitted with the proposal.

In addition to the above key and non-key specialists, the Consultant will provide a backstopping pool of expatriate and/or local specialists to cover special needs arising under such disciplines as structures, lighting, heating, quantity surveying etc. The cost of backstopping is included in the fees of other experts.




## 4 TECH 4: DESCRIPTION OF THE APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

### 4.1 Technical Approach and Methodology

#### 4.1.1 Understanding the Objectives of the Assignment

The Energy Efficiency Project in the Republic of Moldova aims to improve energy efficiency in public buildings owned by central and local public authorities, which are characterized by a low energy performance, due to the age of the buildings and the acute lack of investment in the works to consolidate and increase energy efficiency during their use. Based on the pre-feasibility study for the Project, at the recommendation of the Government of the Republic of Moldova a list of 9 Pilot projects was drawn up, which will benefit from investments in the first phase of the Project's implementation.

Of the 9 pilot projects, during Phase I the current project includes the following health facilities, each part of separate lots:

1. Block no. II of the Institute of Neurology and Neurosurgery, located in the municipality of Chisinau;
2. Medical Diagnostic Centre/Institute of Physiopneumology "Chiril Draganiuc", and National Laboratory for Tuberculosis Microbiology of the Institute of Physiopneumology "Chiril Draganiuc", located in the municipality of Chisinau.
3. Clinic and Dispensary of the Cardiology Institute, located in the municipality of Chisinau.
4. Curative Block 3 and Children 1st Section of the Psychiatry Clinical Hospital, located in the municipality of Codru.

We understand that the scope of the assignment is to prepare the technical design documentation and tender documentation (estimations, Bill of Quantity, technical specifications etc.) on the basis of which a construction company can be contracted for the refurbishment of the above-mentioned buildings.

For the specific Lot 2 referring to the development of design documentation for energy efficiency measures in the building of the Republican Medical Diagnostic Centre/Institute of Physiopneumology "Chiril Draganiuc", and National Laboratory for Tuberculosis Microbiology of the Institute of Physiopneumology "Chiril Draganiuc", located in the municipality of Chisinau, we understand that the current assignment is in line with the approval by the Moldova Energy Projects Implementation Unit (MEPIU) of the results of the energy audit which serves as the basis for the development of the design documentation.

Based on the above, the role of the **Design Company (DC)** is to conduct the following tasks:

**Key Task 1:** *Conduct a technical assessment (structural expertise) of the medical institution's building in accordance with Law no. 721/1996 on quality in construction and the Regulation on technical expertise in construction, approved by Government Decision no. 936/2006 as amended and supplemented.*

The Consultant will organize and perform a technical expertise of the building and existing utility systems. The technical expertise will involve technical assessment of the structural bearing capacity of the building's structure as well as of the technical installations (heating, ventilation, water and electrical). This task will be performed by certified technical experts in accordance with the GD. 329/2009.

The results of the technical expertise will be provided in a **Structural Expertise Report** (in Romanian with English summary) that will have at minimum the following content:

- The documents on which the technical expertise was based, the purpose of the expertise and its necessity.
- The characteristics of the construction from architectural, functional, and structural perspectives; the beneficiary, the designer, the contractor, and the stage at which the construction is located.
- The construction scheme and solutions, the geotechnical conditions of the site, the urban situation.
- The technical condition of the structural elements and the construction as a whole, identified non-conformities, their causes and consequences, estimation of deteriorations.
- Conclusions and recommendations for consolidation/strengthening, their technical, economic, technological, functional optimization.
- Sketches, execution details, and other graphic materials.
- Structural calculations.

In addition, the technical expertise report may be supplemented with other aspects/investigations/analyses considered indispensable by the technical experts for substantiating the decision for further design solutions.

The Consultant deems relevant to perform below additional check-ups within the regular technical approach modality for this task. The provided, being part of tender documentation - existing design documentation and measurements, technical status of the buildings report (including floor plans) - need thorough verification in situ in a form of the technical assessment report, in order to determine that there are no hidden discrepancies.

- The ventilation system and the heating system ducts, shafts and any tunnelling needs additional specific verification for their stability and usability in the future, including potentially with camera recognition technology, which the Consultant will apply where and if necessary.
- The buildings sockle areas need thorough verification for their existing waterproofing and detailed verification at the key foundation areas, which the Consultant will perform as part of this task.
- The planned wet façade insulation methodology, requires additional checkup of the façade covering material for its adequacy to fit the wet façade, such analysis should be part of the technical assessment as well.
- The detailed assessment of the roof structure also needs to be undertaken, including verification of the solar panels installation areas and their adequacy for panels future operation and maintenance.
- The provided Energy Audits need additional verification given the above mentioned research would render results other than the ones given in above mentioned documentation..
- The Consultant finds relevant the idea to install electric cars charging stations within the facility's parking area and therefore proposes to conduct an additional survey of the area with an architectural plan for designating specific parking area for electric vehicle and the charging station.
- Enhanced attention will be given to the existing elevators. If applicable, A thorough analysis of the existing elevators will be performed in order to determine the necessity for replacement and

possible types of elevators that can be safely operated within the existing shafts – such analysis should also be part of the technical assessment.

The Technical expertise report will be submitted to the Client as mandatory document necessary for obtaining the Urban Certificate (design permit). In accordance with the provisions of the art. 23 of the law no. 721/1996, the design activities will be performed only based on obtained authorizations (Urban Certificate).

*Key Task 2: The design documentation must be prepared for the authorization of renovation works including the preparation of the technical specifications for the general contractor (GC), which incorporates the required instructions on appropriate installation practices.*

The design documentation will be developed considering provisions of the Terms of Reference, Urban Certificate, design notices (part of Urban Certificate) and Design Task that will be developed and countersigned by the Client and the Designer in accordance with the provisions of NCM A.07.02-2012. Design activities and design documentation content will be at minimum as specified in NCM A.07.02-2012 and other relevant standards, codes, GDs and laws.

IN accordance with the provisions of NCM A.07.02-2012 the content of design documentation will be at minimum as follows:

- 1 General explanatory note;
- 2 Architectural and structural solutions;
- 3 Technological solutions (sanitary requirements for medical premises);
- 4 Technical installations, networks, and systems (HVAC, WSS, ELE, AUT, Fire safety, etc);
- 5 Energy efficiency of design solutions;
- 6 Organization of construction works;
- 7 Environmental protection;
- 8 Fire safety measures;
- 9 Basic operation and maintenance requirements;
- 10 Bill of quantities documentation.

The Consultant intends to provide the design documentation with specific detailed drawings for each and every section, place and installation methodology where required.

Preliminary list of design compartments are as follows:

- Explanatory note (ME)
- General layout (PG)
- Technological / process (ST)
- Architectural solutions (SA)
- Structural solutions (C, CBA, CM)
- HVAC and Thermo-mechanical solutions (IVC, SM, RT)
- Electrical (EEF, IEI, PT)
- Automation (APT, A...)
- Water supply and sanitation (RAC)
- Low current systems, communication and access control (TS, SPA)
- Fire signalisation, fire extinguishing and automatic fire extinguishing, if required (SI, SIn)
- Cost estimates and Bills of quantities (D)
- Other as may be required

List of design compartments will be proposed to the Client approval at the Inception phase.

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Taking into account own experience in executing similar projects within the region as well as globally, the specific attention will be paid to providing details of:

- All fixtures and fittings within bathroom areas, with specific attention to often neglected sink plumbing.
- The mentioned above suspended ceiling installation details, often not being part of the design documentation as such.
- Façade insulation materials fixing, with specific attention to details of installation under the roof and sockle.
- Lighting protection equipment fixing details will ensure appropriate installation of these systems which are often problematic, especially for less experienced construction contractors
- Entire heating system of the building (including distribution) will be thoroughly examined at the design documentation level in order to determine which detailed installation drawings will be required in order to avoid unnecessary RFI- Request For Information from construction contractors on specific installation methodologies, which often is the case minding the Consultant's experience in executing also works supervision in energy efficiency upgrading projects in the region.
- The installation of external air-conditioning units is often causing trouble for the construction Contractors, therefore detailed drawings as well appropriate method statements will also be provided.

The documents will comply with the national and international regulations. The main standards and codes to be considered are listed below:

Laws and Government Decisions		
1.	Law no. 721 of 02.02.1996	on quality in construction
2.	Law no. 163 of 09.07.2010	on the authorization of the execution of construction works
3.	Law no. 86 of 29.05.2014	on environmental impact assessment
4.	Law no. 851 of 29.05.1996	on ecological expertise
5.	Law no. 209 of 29.07.2016	on waste
6.	Law 1515 of 16.06.1993	on the protection of the environment
7.	Law no. 523 of 16.07.1999	on the public property of administrative-territorial units
8.	Law no. 436 of 28.12.2006	on local public administration
9.	Law no. 121 of 04.05.2007	on the administration and denationalization of public property
10.	Law no. 1543 of 25.02.1998	on the real estate cadaster
11.	Law no. 488 of 08.07.1999	on expropriation for public utility reasons
12.	GD no. 361 of 25.06.1996	on the quality assurance of the constructions
13.	GD no. 360 of 25.06.1996	on the state control of quality in constructions

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14.	GD no. 663 of 23.07.2010	for the approval of the sanitary regulation regarding hygiene conditions for healthcare institutions.
15.	GD no. 696 of 11.07.2018	for the approval of the sanitary regulation regarding the management of waste resulting from medical activity.
16.	GD no. 285 of 23.05.1996	on the approval of the Regulations for the reception of constructions and related installations
<b>National Codes and standards</b>		
1.	NCM A.07.02-2012	The procedure for elaboration, endorsement, approval, and the content – framework of the design documentation for construction. Main requirements and provisions
2.	NCM A.07.04:2015	Regulation on project administrator
3.	NCM A.07.06:2016	The composition and content of the "Environmental Protection" section in the design documentation
4.	NCM A.08.01:2016	Construction organization
5.	NCM A.08.02:2014	Safety and health at work in construction
6.	NCM A.09.02-2005	Technical service, repair, and reconstruction of residential, communal, and socio-cultural buildings
7.	NCM A.09.03:2015	Examination of load-bearing construction elements and foundations of buildings and edifices
8.	CP A.09.04:2014	Construction and demolition waste management
9.	NCM B.01.05:2019	Systematization and arrangement of urban and rural localities
10.	NCM B.01.06:2019	Norms regarding the framework composition of the "Environmental protection" compartment within urban plans"
11.	NCM B.02.01-2006	Parking
12.	NCM C.01.06-2014	General security requirements for construction objects their use and accessibility for people with disabilities
13.	NCM C.01.12:2018	Buildings and public constructions
14.	CP C.01.02:2018	General design provisions with ensuring accessibility for people with disabilities
15.	CP C.01.10:2018	A living environment with accessible systematized elements for people with disabilities. Design rules
16.	CP C.01.12:2018	Buildings and rooms with workplaces for people with disabilities. Design rules
17.	CP C.01.13:2018	Urban environment. Accessible design rules for people with disabilities
18.	SP C.01.14 :2017	Social-sanitary containers for equipping construction sites
19.	NCM C.04.02:2017	Natural and artificial lighting
20.	NCM C.04.03:2015	Roofing covers. Design rules
21.	NCM C.04.04:2015	Flooring. Design rules
22.	NCM C.04.05:2016	Insulation and finishing coatings
23.	CP C.04.02-2011	Closing elements made of plasterboard
24.	CP C.04.03-2011	Plasterboard elements with grooving and tonguing
25.	CP C.04.04-2012	Design of safety lighting systems in buildings and constructions
26.	CP C.04.06-2013	Regulation regarding the issuance of technical approval, that certifies the degree of execution of the construction and compliance of construction works with design documentation
27.	CP C.04.07-2014	Hydro isolation of underground parts of buildings and constructions. Design recommendations




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28.	CP C.04.08:2015	PVC window and door blocks. Installation work
29.	NCM E.01.02:2019	Regulation regarding the establishment of categories of construction importance
30.	CP E.01.04:2019	Evaluation of the level of anti-seismic protection of existing buildings
31.	NCM E.02.02:2016	Reliability of building elements and foundation lands. Basic principles
32.	NCM E.03.01-2005	Fire protection of buildings and installations. Terminology
33.	NCM E.03.02-2014	Fire protection of buildings and installations
34.	NCM E.03.03:2018	Signaling and fire warning installations
35.	NCM E.03.04-2004	Determination of explosion-fire and fire hazard categories of rooms and buildings
36.	NCM E.03.05-2004	Fire extinguishing and signaling installations. Normative for design
37.	NCM E.03.06:2020	Designing the enterprise for alcoholic beverages production. Fire protection
38.	CP E.03.01:2019	Ensuring fire resistance of constructions
39.	CP E.03.02:2018	Methodology for the elaboration of the design compartment. Measures to ensure fire safety and carry out technical expertise (fire safety audit) of the protected object
40.	NCM E.04.01:2017	Thermal protection of buildings
41.	NCM E.04.02:2014	Protection against noise
42.	NCM E.04.04:2016	Design of anti-corrosion protection of constructions
43.	CP E.04.01-2001	Instructions regarding the execution of hydro isolation and anti-corrosion protection with varnishes and paints of the internal concrete surfaces of drinking and industrial water tanks
44.	CP E 04.02-2013	Technical rules for the execution of external and internal thermal insulation systems of buildings
45.	CP E.04.03-2005	Anticorrosive protection of constructions and installations
46.	CP E 04.04-2005	Execution of insulation, protection and finishing works in constructions
47.	CP E.04.05:2017	Designing thermal protection of buildings
48.	CP E.04.07:2016	Sound insulation design of closing elements for residential and social buildings
49.	NCM F.01.01-2007	Geophysics of hazardous natural processes
50.	NCM F.01.03-2009	Execution rules, quality control and reception of foundations and foundations
51.	CP F.01.01-2007	Design and construction of foundations on piles
52.	CP F.01.02-2008	Design and construction of foundations and foundations for buildings and installations
53.	NCM F.02.02-2006	Calculation, design, and composition of construction elements from reinforced concrete and pre-compressed concrete
54.	NCM F.02.04-2007	Precast concrete elements, reinforced concrete, and pre-compressed concrete. Execution, quality control and reception
55.	CP F.02.03:2019	In-situ evaluation of the compressive strength of concrete in structures and precast elements
56.	NCM F.03.02-2005	Design of buildings with masonry walls
57.	NCM G.01.02:2015	Design and installation of electrical installations in residential and social buildings

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58.	NCM G.01.03:2016	Electrotechnical devices
59.	NCM G.03.03:2015	Indoor water supply and sewage systems
60.	NCM G.04.03-1999	The design and execution of underground thermal networks without a channel from pipes pre-insulated with expanded polyurethane and a polyethylene sheath
61.	NCM G.04.08:2018	Thermal insulation of the equipment and pipes
62.	NCM G.04.10:2015	Central heating
63.	CP G.04.11-2013	The methodology for calculating heat losses, the unrecorded volume of hot water, hot water losses in communal domestic hot water supply systems. Part 1. Calculation of losses and unrecorded volume of hot water in communal domestic hot water supply systems
64.	CP G.04.11:2017	The methodology for calculating heat losses, unrecorded hot water consumption, hot water losses in communal domestic hot water supply systems. Part 2. Calculation of heat losses in communal domestic hot water supply systems
65.	CP G.04.13:2016	Design of thermal points Design of thermal points
66.	NCM K.01.01:2015	Terminology in construction. Lifts
67.	NCM L.01.07-2005	Regulation regarding the substantiation of construction investment projects
68.	NCM L.01.08-2012	Regulation on planned preventive repairs to elevators
69.	CP L.01.06-2013	Instructions regarding the preparation of estimates for start-up adjustment works using the resource method
70.	NCM M.01.01:2016	Minimum energy performance requirements for buildings
71.	NCM M.01.02:2016	Methodology for calculating the energy performance of buildings
72.	NCM M.01.03:2016	Energy performance of buildings. Terminology
73.	NCM M.01.04:2016	Methodology for calculating optimal levels from a cost perspective, of minimum energy performance requirements for buildings and their elements
74.	SNiP II-7-81*	Construction in seismic areas
75.	SNiP 2.01.01-82	Building climatology and geophysics
76.	SNiP 3.05.01-85	Internal sanitary systems
77.	SNiP 2.04.05-91	Heating, ventilation, and air conditioning
78.	SN 515-79	<b>Instructions for the design of buildings and structures, adapted for medical institutions</b>
79.	SN 531-80	Instructions on the composition, procedure for the development and approval of heat supply schemes for settlements with a total heat load of up to 116 MW (100 Gcal / h)
80.	SNiP 3.05.07-85	Automation systems
81.	SNiP 2.02.01-83*	Foundations of buildings and structures
82.	SNiP 2.02.03-85	Pile foundations
83.	SNiP 2.02.05-87	Machine foundations with dynamic loads
84.	NCM A.07.03-2002	Regulation on monitoring of construction objectives by the design author

**Fire safety concept**

Development of the fire safety concept will be developed in several phases:

- I. *Understanding Hospital Environment and Operations:*






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- Conduct a comprehensive analysis of the hospital's layout, infrastructure, and operations.
- Identify critical areas such as patient wards, operating rooms, intensive care units, emergency departments, and medical storage facilities.
- Understand the flow of patients, staff, and visitors within the hospital premises.

*II. Regulatory Compliance Assessment:*

- Review relevant building codes, fire safety design regulations (NCM E.03.02-2014, NCM E.03.02-2014, NCM E03.05-2004), and healthcare facility guidelines specific to hospitals.
- Ensure compliance with national and local fire safety regulations, including IBC, and European standards.
- Identify specific requirements related to fire protection systems, emergency exits, evacuation routes, fire-rated construction, and fire department access.

*III. Risk Assessment and Hazard Identification:*

- Conduct a thorough risk assessment to identify potential fire hazards and vulnerabilities within the hospital environment.
- Evaluate risks associated with patient care equipment, medical gases, flammable materials, electrical systems, HVAC systems, and kitchen facilities.
- Consider the presence of high-risk populations such as patients with limited mobility, infants, elderly individuals, and patients with medical conditions affecting evacuation.

*IV. Fire Protection System Design:*

- Design appropriate layouts of rooms using appropriate materials, as well as propose appropriate fire protection systems tailored to the hospital's needs.
- Include fire detection and alarm systems, foreseen fire separation walls and provide appropriate zoning, automatic sprinkler systems where necessary, fire suppression systems, smoke control systems, and fire extinguishing equipment.
- Ensure redundancy and reliability of fire protection systems to minimize the risk of system failure during emergencies.

*V. Compartmentation and Passive Fire Protection:*

- Design the hospital layout to incorporate compartmentation and passive fire protection measures.
- Implement fire-rated barriers, walls, floors, and doors to contain fire and smoke spread. Barriers will be provided also at the wall and floor crossings of designed systems (channels, piping etc.)
- Ensure proper sealing of penetrations to maintain compartment integrity.

*VI. Means of Emergency Exit and Evacuation Planning:*

- Design clear and accessible means of emergency exit for patients, staff, and visitors in accordance with building codes and regulations.
- Plan multiple evacuation routes with adequate signage, lighting, and directional indicators.
- Consider the use of fire-rated stairwells, ramps, and horizontal exits for safe evacuation.

Instructions for maintenance

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The Consultant has vast specific experience in drafting maintenance and operation plans for healthcare infrastructure units within the region and worldwide. The appropriateness of the maintenance plan being detailed enough to cover all buildings operations aspects cannot be underestimated.

The Consultant will propose to include the following, above-standard topics within the produced maintenance plans:

- Specific required staffing and equipment for adequate cleaning and cleanliness maintenance of floor arras with large people flow and those exposed to elements.
- Detailed operational handbook for both ventilation and heating systems separately and as a whole system, minding own Consultant's experiences in executing similar projects in the region, it is specifically important to include these separately and as one comprehensive solution where many particular results are inter-connected.
- Abbreviated instructions for maintenance and janitor staff of the building being affixed in their workplaces containing extract of the most important energy efficiency procedures which should be followed in daily operation of the facility (eg. the understanding and the need of informed use of window internal ventilation systems and others as defined during the design documentation preparation phase)
- Solar energy panels specific maintenance needs and operational topics - as solar panels systems only render satisfactory energy efficient additions to overall buildings' energy consumption when properly maintained and operated, this topic deserves specific attention also at the corresponding maintenance plan of the building levels.

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**Key Task 3:** *The design documentation must contain the architectural and detailed technical drawings/sketches.*

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A mandatory activity for getting the construction permit is the obtaining of the expertise / verification of design documentation. The expertise / verification process will be followed in accordance with the provisions of the GD no. 361/1996.

As it is required in the TOR, the expertise / verification services will be performed by the State Service for Verification and Expertisation of Design Documentation and Constructions.

The documentation delivery is clearly specified in the ToR (p. 60-61) and will not be repeated here.

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**Key Task 4:** *The design company will undertake a health, safety, environmental screening for each building in order to identify specific risks and propose appropriate mitigation measures to be developed by MEPIU in project-specific documents and subsequently by construction/works contractor in site-specific documents. In addition the design company is tasked to submit a fire safety concept, as prescribed to the National standards in Moldova.*

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The primary goal of this comprehensive plan is to conduct an exhaustive health, safety, and environmental screening for each building within contracted lots in strict adherence to Moldovan/European legislation. The screening process aims to meticulously identify specific risks associated with the project and propose robust mitigation measures. These measures will be further developed by the construction/works contractor in site-specific documents. The overarching objective is to furnish critical input for the formulation of Project-specific Environmental and Social Management Plans (ESMPs) and Occupational Safety and Health (OSH) Plans, to be meticulously crafted and implemented by the Moldova Environmental Protection and Energy Efficiency Project Implementation Unit (MEPIU).

*I. Health, Safety, and Environmental Screening:*

- a. **Survey of Asbestos-Containing Material:** - Conduct an in-depth survey employing Moldovan/European-approved methodologies to identify and assess asbestos-containing materials. - Formulate Asbestos Management measures in strict accordance with Moldovan/European regulations and guidelines.
- b. **Security Measures (Security Guards and/or CCTV):** - Thoroughly assess and analyze the necessity for security guards and/or CCTV systems based on comprehensive risk evaluations. - Implement security measures in accordance with Moldovan/European legal requisites, ensuring robust protection for the project.
- c. **Identification of Protected Trees or Animals:** - Undertake a meticulous screening/study to identify protected trees or animals, including bats, within the project site. - Devise and implement mitigation measures to safeguard and preserve the identified flora and fauna, complying with Moldovan/European environmental protection laws.
- d. **Effects on Nearby Sensitive Areas:** - Conduct a comprehensive assessment of the impact of construction noise on nearby sensitive areas, such as schools and hospitals. - Develop Noise Management procedures meticulously aligned with Moldovan/European legislative standards, ensuring minimal disruption to the surrounding areas.
- e. **Effects on Local Businesses:** - Engage in detailed discussions with local businesses to comprehensively understand and evaluate potential impacts of proposed renovation works. - Formulate precise and effective measures to minimize disruption and provide adequate support to local businesses in adherence to Moldovan/European regulations.
- f. **Inclusion on List of Nationally Protected Buildings:** - Cross-reference identified buildings with the list of nationally protected buildings in Moldova. - Ensure rigorous compliance with Moldovan/European regulations governing nationally protected structures.
- g. **Review of Location for Protected Natural Sites:** - Scrutinize the location of buildings to ascertain if they fall within nationally protected natural sites or Emerald Network sites. - Develop measures to align with Moldovan/European environmental protection laws and ensure the preservation of these designated areas.
- h. **Potential Land Acquisition:** - Conduct a thorough assessment to determine the necessity for potential land acquisition, considering planned energy efficiency and structural improvements. - Ensure meticulous adherence to Moldovan/European legislation pertaining to land acquisition.
- i. **Boilers Compliance with EU Emissions Specifications:** - Ensure strict compliance with EU specifications on emissions for newly supplied boilers. - Formulate measures for monitoring and controlling emissions in line with Moldovan/European environmental standards.
- j. **Support for Carbon Savings Calculations:** - Provide robust support to the Project Implementation Unit (PIU) for precise carbon savings calculations. - Align support mechanisms with Moldovan/European guidelines for accurate assessment of carbon savings.

II. *Documentation and Procedures Development:*

- a. **Asbestos Management Measures:** - Develop detailed and comprehensive measures outlining the safe handling, removal, and disposal of asbestos-containing materials.
- b. **Mitigation Measures for Local Businesses:** - Formulate detailed procedures to minimize the impact of construction activities on local businesses, ensuring compliance with Moldovan/European regulations.
- c. **Noise Management, Dust, and Wastewater Control Procedures:** - Develop meticulous procedures for noise management, control of dust emissions, and wastewater control during construction activities. - Align procedures with Moldovan/European legislative standards to ensure environmental and public health protection.
- d. **Efficient Resource Use Procedures:** - Establish comprehensive procedures for the efficient utilization of resources, including materials and electricity, in strict conformity with Moldovan/European regulations.

e. **Temporary Relocation of Building Users:** - Develop detailed plans for the temporary relocation of building users, with a preference for relocation within the same buildings to minimize disruption.

III. *Occupational Safety and Health (OSH) Requirements:*

- **Organization of Construction Works (OCW) Compartment:**
  - a) Elaborate a detailed and exhaustive OCW compartment, incorporating all OSH requirements stipulated by Moldovan/European legislation.
  - b) Ensure unwavering compliance with Moldovan/European OSH standards and regulations, prioritizing the health and safety of all project stakeholders.

This meticulously crafted plan will undergo continuous reviews and updates to seamlessly adapt to any changes in Moldovan/European legislation or project requirements. The commitment to stringent adherence to regulations and the regular refinement of procedures will facilitate the successful implementation of Project-specific Environmental and Social Management Plans (ESMPs) and Occupational Safety and Health (OSH) Plans.

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**Key Task 5:** *Conducting author supervision during the period of works for the specific building(s) for which it has developed technical documentation.*

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The author supervision services will be provided in accordance with the provisions of NCM A.07.03-2002 that regulates the mandatory activities of the author of the design, law no. 721/1996, GD no. 361/1996 and GD no. 285/1996.

The Consultant understands that author supervision is not only a technical task as described in appropriate regulations, it is also taking care of all additional measures, specific improvement ideas as well as problematic areas of the construction process that were taken under consideration within the design documentation preparation phase and have to be taken into account also during the construction execution phase. The author supervision is for us, ensuring the construction contractor is on the same team willing to master to joint effort of the buildings' successful refurbishment and thermos modernization.

In order to achieve this jointly, the Consultant will pay specific attention to:

- Prepare all necessary detailed drawings, instructions and method statements for installation within the design documentation as well as, it will assist the construction Contractor in their successful and appropriate execution on site during the construction process.
- Ensure the overall architectural vibe and modality is being implemented - the Consultant will employ an additional international healthcare Architect within the design documentation preparation phase in order to have the facility meeting international standards for visual and comfort levels of the facility, therefore it will be crucial to ensure that these ideas and general standard of finishings, including colors and factures are implemented within the construction phase appropriately.
- The specific attention will be paid to patients with disabilities aids, which appropriate installation (including corresponding adjacent areas preparation) is executed within the construction phase – a topic which, from own's Consultant's experience is sometimes neglected by less experienced construction Contractors.
- Elevators installation is a process requiring additional attention often combining equipment from numerous manufacturers, their technical specifications must be thoroughly verified in situ – the Consultant will pay specific attention also to this topic during the author supervision of construction works.

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- The author supervision of the Consultant should also definitely cover all aspects of the installation of external air-conditioning units, as this specific construction task is often causing problems to less experienced contractors.

Obligations and duties during construction phase

The following main duties and obligations will be followed by the Consultant in relation to the current key-task:

- Exercise author supervision over the works throughout the construction process.
- Establish the manner of addressing non-conformities and defects that arise during execution, due to the fault of the designer, as well as overseeing the implementation of the adopted solutions on-site.
- Participate in the preparation of the construction log book and in the acceptance process of the executed works.
- Execution of responsibilities related to the taking over of works procedures.

Cooperation with the Contractor

The Consultant will employ regular method of pre-cooperation with the construction contractors at the level of design documentation preparation:

- All detailed method statements, installation instructions for particular equipment, façade insulating materials, heating and ventilation system will be thoroughly and adequately described within the design documentation, the original instructions from manufacturers will be verified and adjusted to specific needs of this projects' assignment in order to avoid confusion with providing potentially generic pieces of such information.
- The design documentation will additionally contain extensive instructions on proper installation of suspended ceilings – which, from the experience of the Consultant in similar typology of buildings within the region is often a mismanaged task by local construction contractors. The quality and operational effectiveness of the suspended ceiling is crucial in healthcare buildings of this type, especially because on the facilities serves as tuberculosis national center – the tightness of the installation of suspended ceiling ensures safe anti-microbial gas atmosphere within the facility. The installation of the suspended ceiling will also be thoroughly monitored during the authors supervision within the construction phase.
- The persons with disabilities aids (ramps, specific entrance areas, potentially lifts) will contain vast instructions on their appropriate installation and monitored during the authors supervision phase – the appropriateness of these additional structures is often neglected by construction contractors, while they serve specific important need within the healthcare facility of such scale. The detailed drawing details, specifically with exclusion areas around will be provided as well as specific installation methods will be thoroughly described within design documentation.

Testing and commissioning

Whenever will be required by the Client and the Contractors, responsible design team member will attend test and commissioning of sanitary equipment and installations. During testing and commissioning will be ensured that provision of local and international standards is followed. As minimum will be followed the provisions of chapter 4 of SNiP 3.05.01-85.

Taking over of works

In accordance with the provisions of GD no. 285/1996, as author of the design, will be issued the Designer's notice at the taking over of works and attend the Taking over of Works committee. The design

notice will represent the Designer's point of view on the way how the construction works were implemented and executed.

#### 4.1.2 Technical Approach for Implementing the Tasks to Deliver the Expected Outputs

In line with the ToR and with the comments and suggestions made in the previous sections, our technical approach and overall methodological approach to the Project is based on an efficient, effective and pragmatic concept for energy efficiency renovation and promotion of renewable energy measures for the specific Lot 2 Medical Diagnostic Centre/Institute of Physiopneumology "Chiril Draganiuc", and National Laboratory for Tuberculosis Microbiology of the Institute of Physiopneumology "Chiril Draganiuc", located in the municipality of Chisinau.



We agree and stand to be part of the vision of the European Commission which aims to fully decarbonised building stock by 2050, thus playing a direct role in the efforts to achieve the EU's energy and climate goals. This approach abides by the "Minimum Energy Performance requirements", which has required the EU countries to set cost-optimal minimum energy performance requirements for new buildings, for existing buildings undergoing major renovation and for the replacement or retrofit of building elements like heating and cooling systems, roofs and walls, installation of building automation and control systems and on devices that regulate temperature at room level, and the wellbeing of building users, through its air quality and ventilation considerations

Key elements of our sustainable refurbishment approach can be summarized as follow:

- A) A system approach to Building Energy Management, which is driven through stakeholder engagement.
- B) Asset Lifecycle Management approach to reduce operational and maintenance costs.
- C) Efficient Design Management and Tendering approach that considers the implementation challenges during continued functionality of the public buildings.

These key elements of our overall approach will be described in detail here below.

##### **A) A system approach to Building Energy Management**

###### ***Raising awareness of the importance of a comprehensive Building Energy Management approach***

In order to successfully implement a system approach for Building Energy Management, it is important to build awareness amongst key stakeholders of its importance for environmentally sustainable and cost-effective operations.

As the selected buildings in Lot 2 were completed 30+ years ago, those had been built in accordance with energy and building criteria appropriate for that time, which generally could not take into account today's aspects and technical standards related to reduce building energy consumption. Besides several

refurbishment works throughout the years, the selected buildings have not yet undergone significant rehabilitation works with large-scale impact, and it is therefore still far from a state-of-the-art energy performance level.

This approach abides by the “Minimum Energy Performance requirements”, which has required the EU countries to set cost-optimal minimum energy performance requirements for new buildings, for existing buildings undergoing major renovation and for the replacement or retrofit of building elements like heating and cooling systems, roofs and walls.

**Main systems of Building Energy Management in modern public buildings**

In today’s concept, Building Energy Management includes a comprehensive evaluation of all the energy systems within a public building. For a hospital building, these systems and components are summarized in the graph below.



Figure 5: System approach to Building Energy Management for public buildings

**Our building services concept will consist of a full-comprehensive analysis of on-site conditions, users’ demands and integration of sustainable technology. It emphasises the reduction of energy needed, the usage of renewable energy and an efficient energy supply.**

The new buildings’ energy demand of renewable and fossil resources is mainly triggered by the architectural design, the place of location and its geographical alignment. These factors influence the annual thermal heat demand, passive solar energy use, refrigeration load, electricity demand and a potential machine ventilation. Considering the climatic conditions, the target is to provide a high internal building comfort both in summer and winter.

**Building Envelope as important energy efficiency measure**

Designing a building envelope for energy efficiency is crucial in minimizing energy consumption and ensuring indoor comfort. Improvement of the thermal performance of the building envelopes are the addition/replacement of thermal insulation, replacement of windows and reduction of air leakage and in turn reduced energy wastage.

There are several principles and strategies to consider when including the building envelope for energy efficiency in building design.

- **Insulation:** The building envelope should be well-insulated to reduce heat transfer through walls, roofs, and floors. Proper insulation can significantly lower heating and cooling loads, resulting in reduced energy consumption. Materials such as fiberglass, foam board, and spray foam insulation are commonly used to provide effective thermal resistance.

- **High-Performance Windows and Doors:** Selecting energy-efficient windows and doors is essential for the building envelope. We shall design considering products that has low U-values and high solar heat gain coefficients (SHGC) to minimize heat loss in cold climates and prevent excessive heat gain in warm climates. Double or triple-glazed windows with low emissivity coatings can also improve thermal performance.
- **Air Sealing:** We understand that proper air sealing of the building envelope is critical to prevent air leakage, which can lead to energy losses and decreased indoor air quality. Hence, we will strive to design based on the usage of air barriers, weather-stripping, and sealants to minimize infiltration and exfiltration of air.
- **Thermal Mass:** Incorporating thermal mass, such as concrete or masonry, into the building envelope helps moderate temperature fluctuations and reduce the need for mechanical heating and cooling. Thermal mass absorbs and stores heat, releasing it gradually to help maintain comfortable indoor temperatures.
- **Shading and Solar Control:** Implementing shading devices such as overhangs, louvers, or exterior blinds can mitigate solar heat gain through windows, particularly on the east and west facades. This in turn will reduce the cooling load on the building.
- **Reflective Roofing:** Reflective roof coatings and light-coloured materials can also contribute to energy efficiency.
- **Ventilation and Thermal Comfort:** Consider integrating recovery ventilation strategies and designing for thermal comfort to reduce reliance on mechanical heating and cooling systems. Appropriate cross-ventilation, where allowed by sanitary standards, will be taken into consideration since it can enhance indoor air quality and reduce energy usage.
- **Sustainable Materials:** Products with low embodied energy, recycled content, and a focus on long-term durability and performance.
- **Energy Modelling and Analysis:** Utilize energy modelling software to assess the building envelope design and its impact on energy consumption. Conducting energy simulations can help optimize envelope performance and identify opportunities for improvement.

By integrating these principles into the design process, our team of national and international architects, engineers and building professionals will also in addition strive to incorporate renewable energy systems, such as solar panels, that can further complement the energy-efficient building envelope, leading to even greater sustainability and resilience.

The design concept will be to ensure that building envelope will have the thermal characteristics (U-value) in the limits set by the local, international standards and values set in the TOR as follows:

- For the external walls above the basement a U-value of less than 0,21 W/m<sup>2</sup>K shall be achieved. The calculated U-value must be multiplied by a factor of 0.1 to account for thermal bridges (windows, slabs, balconies, parapets etc.);
- For the attic/technical floor U-value of 0,19 W/m<sup>2</sup>K should be achieved. The calculated U-value must be multiplied by a factor of 0.1 to account for thermal bridges (windows, slabs, balconies, parapets etc.);
- For the floor a U-value of 0,21 W/m<sup>2</sup>K should be achieved. The calculated U-value must be multiplied by a factor of 0.1 to account for thermal bridges (windows, slabs, balconies, parapets etc.);

For the ceiling of the unheated basement, the U-value of 0.21 W/m<sup>2</sup>K should be used. The calculated U-value must be multiplied by a factor of 0.1 to account for thermal bridges (windows,





slabs, balconies, parapets etc.). The conductivity coefficient for the materials in the design will be considered  $\lambda_E$  at an average humidity of 5%.

New designed windows will be at minimum 5-chamber PVC profile window with double glazing [4 mm (Low-e < 0.1) - 20 Ar - 4 mm] with a maximum U-value of 1.5 [W/m<sup>2</sup>.K]. "U" type reinforced profile with a thickness of at least 1.2mm.

All mobile window frames will have possibility to open in three ways: side-hung inward; tilt and turn inward; turning the handle 45° to form a space of about 5-10 mm to ensure natural ventilation.

Other requirements regarding the envelopes, windows and doors will be applied in accordance with TOR, local and international standards.

The architectural and design solutions will foresee exclusion of the thermal bridges.

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***Electrical Systems to decrease energy consumption and increase well-being.***

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As described above, we will propose a variety of **simple and inexpensive measures to improve the efficiency of lighting systems**. These measures include the use of energy-efficient lighting lamps and ballasts, the addition of reflective devices, 'de-lamping' (when the luminance levels are above the recommended levels by the standards), the use of daylighting controls and the use of automated lighting controlling systems including dimmers and sensors. LED lighting also have significant implications related to the overall facility's **energy efficiency and the well-being** of users and staff. By switching conventional lighting to **LED**, CO<sub>2</sub> emissions can be reduced by up to 60-70%, which would significantly contribute to the environmental objectives of the Project. Consumption of electricity for LED lighting is also significantly lower (up to 70%), thus reducing costs.

A site 'stock-taking' investigation is instrumental for a detailed diagnostics of architecture (dimensions of rooms, materialization of ceilings, walls and floor, purpose of rooms, etc.) and diagnostics of lighting installations (testing of installations - correctness of installations and whether they meet regulations for dedicated rooms, position of existing lighting fixtures, type of control, position of switches / buttons, etc.).

The design of lighting system will be modelled in DIALUX software that will allow to calculate the luminance level of the rooms and necessary lighting elements to be installed.

In the design will be foreseen ceiling lighting fixtures equipped with LED lighting sources. Lighting fixtures with LED sources will correspond to qualitative and quantitative parameters for lighting that must correspond to design standards and norms:

- SM SR EN 12464-1:2013 Light and lighting. Workplace lighting. Part 1: Indoor workplaces - indoor workplace lighting requirements for more than 300 types of visual tasks are established;
- NCM G.04.02-2017 Natural and artificial lighting.

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***HVAC Systems to decrease energy consumption and increase well-being***

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Also, in typical buildings, the energy use due to HVAC systems represents a very significant portion (57 % combined) of the total energy consumed. As part of our approach, we will obtain the characteristics of major HVAC equipment to determine the conditions of the equipment, the operating schedule, the quality of maintenance, and the control procedures currently applied. We will consider a large number of measures to improve the energy performance of both primary and secondary HVAC systems, such as setting up thermostat temperatures, retrofit of constant air volume systems, central heating plants & central cooling plants, installation of heat recovery systems etc.

The right configuration of the HVAC system can have a significant implication related to the overall facility's energy efficiency and the well-being of the occupants inside. Ensuring a high-level air quality

and hydro-thermal comfort by provision of an adequate air exchange rate and low-emission levels will improve the occupants' well-being and increase the overall level of hygiene. On the basis of the HVAC room data, the ventilation concept will provide for an economic and ecological aeration system.

### Ventilation

In general, as required in the TOR, a mechanical exhaust-suction ventilation system with heat recovery is to be carried out. It will be designed to install a mechanical ventilation with heat recovery systems of at least 70% efficiency which must provide fresh air year around.

For all spaces will be ensured the necessary air exchange rates by means of air handling units equipped with plate heat exchangers. For clean rooms of 1<sup>st</sup> category will be foreseen 2 discharge fans and 2 suction fans (1 working and 1 spare) of sanitary / hygienic and explosion-proof type, F5 and F9 filters, HEPA filters inside the spaces before the speakers of class H14. For the 2nd category rooms, that represents the rest of the premises, will be foreseen semi-centralized units of the air handling unit type mounted on the floor or on the ceiling, equipped with plate heat exchangers. Preheating of the inflow air in the cold period will be ensured from the heating system. All ventilation facilities will be equipped with cooling, heating systems and humidification equipment, if necessary.

Preheating of the inflow air will be carried out by means of a heat exchanger (water-air) supplied with heating agent from the designed thermal point. For the transition period, a by-pass system will be designed to exclude the preheating of the air forced into the room from the air drawn in.

In the summer period, when the external temperature is higher than internal temperature, the heat recovery unit will cool beforehand the fresh air coming from outside, contributing to a more efficient operation of the air-cooling system.

The designed channels will be insulated with mineral wool to ensure thermal insulation and fire expansion.

During decision for choosing the ventilation equipment, increased attention will be given to the noise level that should not exceed 37 dBA for the entire system. Noise attenuators will be designed, 2 on both discharge and suction sides of the equipment. The ventilation chambers will be insulated with at least 100 mm of mineral wool.

### Heating system

The heating system will be entirely rehabilitated.

The elements of individual heating substation that are planned to be designed and upgraded:

- installation of heat exchangers for domestic hot water in the substations where they were missing;
- installation of circulation pumps with frequency drive for domestic hot water;
- installation of the water treatment equipment;
- replacement of corroded elements;
- heating substation insulation works;
- equipping the heating substation with heat preparation (heat exchangers) and distribution facilities for the mechanical ventilation systems to be installed.

All elements of the individual heating substation will be thermally insulated with expanded polyethylene with  $\delta \geq 10$ [mm] and  $\lambda = 0.035$ [W/mK].

The newly designed distribution heating system will represent a bi-tubular system, with bimetallic radiators (corresponding to clean category of the rooms), thermostatic valves on each radiator. As required in the TOR, no more than 8 radiators will be foreseen on one distribution branch. The design will foresee

that all pipes and fittings located in unheated rooms (e.g. basement) will be insulated with polyolefin (without joints) with  $\delta \geq 10$ [mm] and  $\lambda = 0.035$ [W/mK].

### Colling system

The cooling system will be centralized and will be integrated with the ventilation system. The designed external units will be designed with minimum characteristics set in the chapter 7.3 of TOR.

As it is required in the TOR the designed cooling system will provide both cooling - during warm periods and heating during transition period.

### Hot water

The DHW system will be entirely replaced and the design solutions will foresee exclusion of the electric boilers. The DHW will be prepared in the individual thermal point by means of heat exchanger with plates. The hot water pipes will be laid in parallel with the cold-water pipes. The hot water distribution system will be with recirculation, that will be ensured by means of circulation pumps equipped with variable frequency converters to reduce electricity consumption.

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### **Manage water consumption and reduce potable water consumption**

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Managing water consumption has both ecological and economic effects. As with energy, our approach is to look for solutions for demand reduction and then to use alternative ways to avoid the use of precious and costly drinking water, including:

- Improvement of efficiency of fixtures, faucets with water-saving techniques, toilet fixtures with low-level use of water
- Energy- and water-saving cleaning machines
- Training of the staff in terms of efficient and water-saving behaviours
- Reduction of water losses (leaky piping)

However, with respect to the health facilities, special attention needs to be paid to the clinical environment in order to avoid that pathogenic germs spread in the water system against the background of water saving measures.

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***In accordance with the TOR will be designed the new sanitary objects, fittings and accessories, supply of cold and hot water and internal sewer system. Additionally, will be analysed necessity to install water treatment equipment or any additional filter systems. Promote accessibility for persons with special needs and handicapped people***

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The buildings' concept will focus on the needs and requirements of disadvantaged, as well as on easy accessibility to handicapped people and people with special needs by implementing the following conventional measures, i.e.:

- Barrier free environments using same level access and adding lifts
- High-contrast interior decoration
- Tactile and acoustic assistance for increased orientation and followability (where applicable)

As practical solutions, we will consider accessibility standards for lifts, doors, corridors, washrooms, WCs etc. Therefore, we will identify and define the buildings' rehabilitating measures in collaboration with the respective building staff to propose the rehabilitating measure as much detailed as possible. All of the refurbishment options, including those which the client may not have considered, will be provided to the client before designs during the preparation of the project's concepts.

We will plan and implement the rehabilitation measures objective by targeting considerable efforts on the choice of appropriate solutions that have a positive impact on energy efficiency, comfort & feasible from a technical and economical point of view throughout the whole lifecycle of the buildings.

### **B) Asset Lifecycle Management approach**

As part of our approach, we will pursue an Asset Life-Cycle-Costs Management approach from the start of the project. This ensures that all relevant costs for the construction, building and maintenance of the buildings are evaluated not only as initial investment but also over the 30+ year life cycle of the buildings and thereby influence the selection of building standards and materials.

This approach during the design phase of building projects, will be a fundamental consideration to maximize the value of the built environment over its entire life span.

The following are the key elements we will consider when addressing asset life cycle management during the design of buildings:

- **Strategic Planning:** Firstly, we will establish clear objectives for the building's life cycle, considering factors such as intended use, longevity, flexibility, and sustainability goals. This will be the results of a thorough analysis of the anticipated life span of the building and its components, and align design decisions with long-term performance and value considerations.
- **Life Cycle Cost Analysis (LCCA):** Performing a life cycle cost analyses during the design phase will help to aid decision making on how to optimize life cycle costs and long-term return on investment.
- **Sustainable Design and Construction:** Integrating sustainable and resilient design principles into the building's concept and specifications by considering energy-efficient building envelopes, renewable energy systems, water-saving technologies, and materials with low environmental impact. Prioritize the use of durable, low-maintenance materials that contribute to the longevity and performance of the building.
- **Flexibility and Adaptability:** The design our consortium brings will focus on flexibility and adaptability to accommodate future changes in occupancy, technology, regulations, and market demands. To achieve this, we will incorporate adaptable floor plans, and systems that can be easily modified or upgraded over time, reducing the need for costly retrofits or renovations.
- **Ongoing Maintenance and Operations:** Consider maintenance and operations requirements early in the design phase to optimize the building's performance and minimize life cycle costs. Integrate features such as accessible utility spaces, easily serviceable building systems, and predictive maintenance technologies to facilitate efficient ongoing operations.
- **Resilience and Risk Management:** Design buildings with resilience in mind, considering potential risks such as natural disasters, climate change impacts, and technological disruptions. Implement measures to mitigate these risks, such as incorporating redundant systems, disaster-resistant construction techniques, and robust infrastructure.

In our approach, we will place emphasis on:

- Green energy sources, like solar
- Low-energy consumption for production, transportation and disposal
- Use of recycled materials
- Low-level pollutant emission during production, usage and disposal
- High lifecycle of material and ease-of-repair
- Recyclability



In our approach we will ensure compliance with international and national standards, such as ISO 14001 and ISO 15686. Priority will be given to well-proven materials with low maintenance requirements.

**C) Efficient Design Management and Tendering approach that considers the implementation challenges during continuing operations**

At the very beginning of the project, it will be important to determine and agree on the energy efficiency measures which will aim to meet the project’s objectives as described in the ToR. As already highlighted in TECH-3 and previous sections, we will appraise the existing conditions of the facility by evaluating all available data and documentation (such as existing studies, permits, approvals, facility maintenance procedures, As-Built drawings etc.).

The following table gives an overview of required information to support the appraisal process:

Table 2: Key information and data for the initial appraisal process

Category	Information
<b>General</b>	Cost Limits, Time Scale, expected Lifespan of the building, expected occupancy of the building, future changes in the building use, areas of building affected by rehabilitation measures (especially work related to fabric and façade for heating and cooling system), building empty or occupied during retrofit, etc.
<b>Heating system</b>	Temperature, Noise, Radiative/convective heat output, Air movement, Areas of the building to be heated, Flexibility, Partitioning, Appearance, Local/central control, Compatibility with other parts of the building or other parts of the heating system, Fuel type, Other parts of the heating system to be included in the retrofit now or at a later date – boilers, emitters, distribution, domestic hot water.
<b>Cooling system</b>	Temperature, Relative humidity, Noise, Air movement, Areas of the building to be cooled Flexibility, Partitioning, Appearance, Local/central control, Compatibility with other parts of the building or other cooling ventilation or heating systems
<b>Ventilation system</b>	Temperature, Humidity, Noise, Air movement, Filtration level, Areas of building to be ventilated, Flexibility, Partitioning, Appearance, Local/central control, Compatibility with other parts of the building or other cooling, ventilation or heating systems, Other parts of the ventilation system to be included in the retrofit now or at a later date – air handling units, distribution systems, terminal units etc
<b>Domestic hot water system</b>	Water temperature, Supply pressure, Demand pattern for hot water (number of occupants, meals etc), anticipated use of the building, Flow rates, Uses of hot water, Water treatment Areas of the building to be supplied, compatibility with other hot water systems, other parts of the hot water system included in the retrofit now or at a later date – water heaters, hot water storage, distribution system etc.
<b>Lighting</b>	Surface of the room, surface of the windows and doors, room destination, type of ceiling
<b>User Procedures</b>	Staff & Patient Flows, Staffing Plan, Bed Occupancy Rates, Average Length of Stay, Neighbouring health facility and their health services, Departmental relations etc.




As buildings were constructed over 40 years ago, we assume that several construction measures took place since then. Therefore the refurbishment assessment and subsequent designs may be hindered by a **lack of available documentation concerning the existing building and its building services plants**. Therefore, available data and documentation will need to be compared against the real conditions. Additional missing information will be gathered during site investigations, which our team will identify in the early project stage. **The design will be carried out on the basis of international standards**. The following table shows a high-level overview of the key elements and considerations that our team will take into account for developing the project implementation concept:

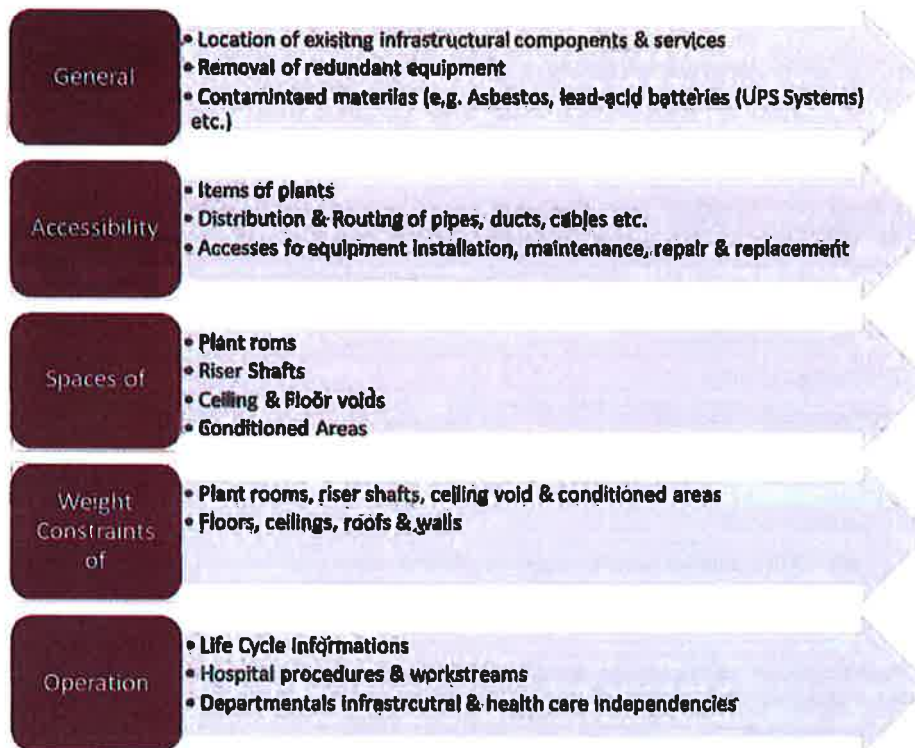


Figure 6: Key elements to be considered for the Project Implementation Concept

#### **Linking Design and Construction Methodology – Occupational Constraints & Sequencing of Works**

Having in mind that the selected building must remain functional in all stages of the project, the **construction methodology needs to be considered in the early stage of the project and already be built into the design concepts**. Therefore, during the development of the concepts and having all necessary information, an **analysis of spatial and installation capacities** will be conducted by our experts. The construction methodology will be in line with execution programme and **integrated within the designs**. This methodological approach to interlink design and construction aims to:

- identify and isolate live services which need remain operational for (e.g., electricity, heating, broadband etc.),
- identify and manage interfaces of existing and new building connections & services (e.g., cleaning of existing piping before being connected to new systems)
- reduce noise, dust and vibrations causing disruptions and disturbances for occupants.
- define logistical strategies around occupied departments.

- ensure continuation of safety systems, such as fire detection systems, maintenance and evacuation routes

As an example, disruption can be reduced by **sequencing the construction works on a floor-by-floor basis** and replacing building services plants/systems out of season, e.g., replacing a heating system during the summer. This sequencing will be displayed within the design of the rehabilitation measures. Especially with respect to the health facilities, our healthcare specialists from management4health AG understand the health services provided and its associated protocols and will ensure that from the early development of the implementation concept, not only the infrastructural aspects of the energy efficiency measures will be considered, but that the **rehabilitation measures will allow for a continuation of required health services**.

**Our design development will be coordinated by our Team Leader with phasing proposals**, agreed with the MEPIU in due time and to plan potential relocation of functional units during construction works. The overview below shows the required tasks and sequences for developing the phasing approach, as well as the responsible experts and entities.

No.	Action
1	Inspection phase with detailed analysis of spatial and installation capacities as well as functional modus operandi of the municipality building
2	Agreement on permitting procedure
3	Defining possible phasing model
4	Indicate functional units for relocation
5	Proposal for functioning of the whole municipality building in the interim phase with relocated wards, with time framework
6	Approval on phasing proposal
7	Design must follow phasing proposal giving the solution for the interim phase
8	We will manage design development in accordance with agreed programme and sequences in construction

#### **Methodology for design peer review by international design experts**

The objective of the peer review is to check the preparedness of the design at each stage before proceeding to the next design phase or construction. The activity is focused on the identification and correction of any major deficiencies in the design documentation. The review will be carried out also against the correct assurances related to the specific design stage.

In our approach, we will establish a formal mechanism for technical review through a series of iterations, from concept design to a final design ready for construction. As the design progresses through design stages, a clear verification of the requirements is needed from the beginning and before the completion of each design stage, in order to obtain approval of the different design stages by the different Project Authorities.

The reviews are conducted at three different design stages.

- The first review on the **Concept Design** deals primarily with top level requirements and the results constitute the basis for follow-on Preliminary Design and development activity. The review at this level is extremely important as it represent the first opportunity to assess the requirements of the various design packages and their inter-connections with the requirements at overall project level.

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- The second review is performed at the **Final Design phase**, when design layouts and detailed specifications are prepared and when functional requirements and allocations are performed. This review is oriented to the overall configuration rather than individual items and other components of the project. As the design evolves, it is important that the requirements described in the package specification are maintained.
- And the last review is placed after the approval of the Final design by the MEPIU post which the cost documents are to be approved by the State Expertise/verification., where our experts will review the detailed drawings, installation instructions, testing, operation and maintenance documentation against their suitability to become the basis of the manufacturing/installation stage. The design will be essentially “frozen” at this stage and the focus of the review will be on adequacy and practicability.

Each design deliverable will be checked against completeness, compliance with project requirements, compliance with relevant standards and cross-discipline coordination. The Standards and Codes of Practice followed in the review process are included in client’s requirements and in the design specifications for the Project.

The Design Technical Review will check design documents of the packages against applicable client’s requirements for reliability, availability, sustainability, safety, systems engineering and compliance with relevant codes and standards. The main areas of focus of the design review include:

- the completeness of the design package both from an internal point of view and from the point of view of the best practice for the level of design and discipline of the package;
- the conformity with the pre-agreed formats and timeline for submission;
- the conformity to client’s requirements and coherence with the previous design phases;
- the coherence of the design solution proposed with the operational and maintenance stage at the Project or Sub-project level;
- the completeness and the technical feasibility of the solution and mitigation proposed with respect to the design interfaces between the design disciplines. The proper identification, coordination and programmed resolution of the design, construction and operational interfaces.
- the confidence that the design program is on schedule and the design program takes full account of the key milestone dates.
- the environmental aspects with particular reference to the sustainability of the solution proposed.

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**Methodology for Author Supervision**

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We understand that author supervision is essential for ensuring the successful realization of the design vision, maintaining the quality of the built environment, and safeguarding the interests of MEPIU as well as the stakeholders and the end users. Moreover, this is a mandatory activity required by the local legislation and standards. It requires a thorough understanding of construction processes, effective communication and coordination skills, and a commitment to upholding the integrity of the design throughout the construction phase. The team of local designers will be mobilised during the construction period in order to provide author supervision services in accordance with obligations established by law. The period for execution of construction works is estimated at maximum 2,5 years.





## 4.2 Work Plan and Implementation Schedule

The key tasks and activities of the Consultant are described in this section, followed by the Work Schedule (TECH 5) showing these activities in a time scale, with key milestones, approval steps and deliverables, a Staffing Schedule (TECH-6)). A list of final documents, reports and deliverables, together with the responsible staff for each, is provided at the end of this section.

### 4.2.1 Key tasks and activities, content and duration, phasing and interrelations, milestones and reports' delivery times

As mentioned in the previous chapter 4.1.1 Understanding of the Objectives of the Assignment, the role and responsibilities of the design company are organised in the following six (6) Key Tasks:

- **Key Task 1:** Conduct a technical assessment (structural expertise) of the medical institution's building in accordance with Law no. 721/1996 on quality in construction and the Regulation on technical expertise in construction, approved by Government Decision no. 936/2006 as amended and supplemented.
- **Key Task 2:** The design documentation must be prepared for the authorization of renovation works including the preparation of the technical specifications for the general contractor (GC), which incorporates the required instructions on appropriate installation practices.
- **Key Task 3:** The design documentation must contain the architectural and detailed technical drawings/sketches.
- **Key Task 4:** The design company will undertake a health, safety, environmental screening for each building in order to identify specific risks in order to propose appropriate mitigation measures to be developed by MEPIU in project-specific documents and subsequently by construction/works contractor in site-specific documents and in addition the design company is tasked to submit a fire safety concept, as prescribed to the National standards in Moldova.
- **Key Task 5:** Preparation of general instructions for maintenance after the building is refurbished and handed over to the users.
- **Key Task 6:** Conducting author supervision during the period of works for the specific building(s) for which it has developed technical documentation. Conducting author supervision during the period of works for the specific building(s) for which it has developed technical documentation.

#### Activities undertaken to achieve the above-mentioned Key Tasks

- **Activity 1: Manage team mobilisation / Set up project steering structure.**

Team mobilization and project steering structure are crucial components of the project start. Team mobilization refers to the process of forming a cross-functional team of experts and stakeholders who can collaborate effectively in the near future (project start) as well as thorough the whole cycle of implementation. Project steering structure refers to the governance and decision-making framework that guides the project direction, scope, budget, and methods. These two components are essential for achieving the project outcomes, such as effectiveness, efficiency, and quality of the design.

Therefore, the following best practices will be followed: clear defining the roles and responsibilities of each team member and the steering committee; establishing a communication plan and a reporting system as a commonly discussed outcome, including possible deviations; aligning the project objectives and deliverables with the overall strategy and stake-holder expectations; monitoring and evaluating the project progress and performance; and resolving any issues or conflicts that may arise during the project lifecycle.

The whole outcomes of the mobilization effort as well as the setting up of the steering structure will be well documented and followed by specific instructions in a form of a leaflet with all necessary information in one place for peruse of all stakeholders.

This activity will commence soon after the contract are signed, in the first month with the first activity as per the workplan (TECH 5). The Team Leader will lead the process, to ensure that the project is built on the foundation of the establishment of strong communication channel between the Client and stakeholders. The Key experts will be involved at a greater scale during this activity.

- **Activity 2: Organize stakeholder meeting.**

The first stakeholder meeting is essential for a project's successful start – it is crucial to ensure alignment and collaboration among all parties involved.

The following steps will be taken to organize the meeting: identifying the key interests, and influence levels as per the project description, but reassuring all relevant personnel are in places to conduct tasks further on all sides of the project.

Furthermore, general steps will be taken planning the meeting objectives, agenda, and logistics; inviting the stakeholders and sharing relevant information and feedback; facilitating the meeting and ensuring active participation and engagement; and documenting the meeting outcomes and action items.

The activity as mentioned in TECH 5 will be held in the first month of the project in succession to Activity 1. The Team Leader will be at the forefront of this activity which comes post team mobilization and familiarization with the project.

- **Activity 3: Review Situational assessment and update workplan.**

It is intended to re-orientate on the realistic situation within the exact date of the project's lifecycle start. Therefore, the situational assessment will be conducted by the Consultant, minding key factors like stakeholders' staff in place, any recent legislative changes within the desired design bylaws, any recent changes to the ownership and legal status of the rehabilitated premises as well as other factors of more technical nature – the general technical status of the project premises (which will further be examined as a technical study of premises).

If any changes within the general project environment, potential execution lifecycle, or specific legal, institutional and technical changes would be identified (as well as possible changes within stakeholders' personnel structure) – specific updates to the Workplan will be conducted and communicated across the project's stakeholders for further decisions, which may also include significant changes to the workplan and project execution.

The above-mentioned steps will be undertaken within the first month of the project as mentioned in TECH 5. The Key experts will be involved at a greater scale during this activity

- **Activity 4: Technical assessment (structural expertise) of the medical institution's building, including survey of existing building, resulting in the structural expertise report (milestone for the construction phase)**

As required by the Client, we will conduct the technical assessment (structural expertise) of the medical institution's building in accordance with Law no. 721/1996 on quality in construction and the

Regulation on technical expertise in construction, approved by Government Decision no. 936/2006 as amended and supplemented. The structural expertise report will be drawn up in Romanian with a summary in English.

We will carry out a survey of the existing building and a technical survey of the technical installations (heating, water, electricity etc) prior to starting the design including completed drawings of the building itself and the building services (heating, water, sewage, electricity).

As mentioned in TECH 5, this activity will be conducted within the first two months of the start of the project. The Key experts will be involved at a greater scale during this activity

- **Activity 5: Obtain urban certificate.**

We fully understand that need for obtaining the certificate is to ensure that design of the buildings does not endanger human life or the environment and also to ensure that the preparation and signing plans by people are done only by people who have the necessary qualifications. The code of conduct that establishes the status, obligations and responsibilities of professionals in the sector.

The extensive local expert pool from our consortium is well versed with the process of applying for the urban certificate.

The documentation gathered during the above activities especially with the data gathered from the Activity 4 which will result in the finalization of the structural expertise report, will be valuable in our pursuit for the urban certificate.

According to Law 163 Article 5, the process of obtaining the urban certificate post completion of the above tasks will take 20 days in Moldov after submitting the application, since it would involve a comprehensive assessment of the architectural and engineering plans, as well as adherence to zoning and building regulations.

The activity will take place in third month of the project as mentioned in TECH 5.

- **Activity 6: Submission of Draft Inception Report**

The submission of the draft inception report will be based on the findings of the activities from 1 to 4 as mentioned above. The drafting process will kickstart from the first month simultaneously with the activities 1 to 4.

The draft inception report will be submitted by the end of the second month of the project as mentioned in TECH 5.

- **Activity 7: Submission of Final Inception Report**

Post review of the draft inception report, the final inception report will be submitted within the fourth month of the start of the project as mentioned in TECH 5. The Key experts will be involved at a greater scale during this activity along with the inputs from QA Manager/Auditor, Environmental and Social expert and Health and Safety Specialist.

- **Activity 8: Conduct health, safety, environmental screening**

The assessment we conduct will consider factors such as physical hazards, ergonomic risks, environmental contamination, and potential community impacts.

In addition, we will evaluate the compliance with applicable health, safety, and environmental regulations and standards of the EIB and the legislation of Moldova.

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As mentioned in our approach, our Health and Safety specialist, will be part of the inception report and design phases so that the report and designs outlines specific actions, responsibilities, and time-lines for implementing risk mitigation measures and ensuring ongoing compliance with health, safety, and environmental requirements.

As mentioned in TECH 5, this activity will take place across the third and fourth months of the start of the project.

• **Activity 9: Preparation of fire-safety concept and Emergency/evacuation concept**

The activities for this activity will be led by our additional Non Key Expert (NKE 08) which is the Fore and Low Current Engineer and the assessment will consider factors such the building construction, occupancy levels, fire detection and suppression systems, storage of flammable materials, electrical systems, and other fire-related hazards.

The Fire Safety Concept will be developed based on the findings of the fire risk assessment, develop a comprehensive fire safety concept for your facility. This concept will include measures for fire prevention, early detection, emergency response, and fire containment. Key elements of the fire safety concept may include the types of fire detection systems (e.g., smoke detectors, heat detectors) and alarm systems that is encouraged to be installed throughout the facility, Fire suppression systems: Identify the fire suppression systems (e.g., sprinkler systems, fire extinguishers) that are appropriate for different areas of the facility and building compartmentation.

The evacuation concept will outline the procedures for notifying occupants of a fire, as well as the evacuation routes and assembly points. The evacuation routes and exits, identification of primary and secondary evacuation routes, as well as the locations of emergency exits, stairs, and evacuation assembly points.

This activity will be conducted in parallel to Activity 8, during the third and fourth months from start of the project.

• **Activity 10: Conceptual design**

The overview below shows the required tasks and sequences for developing the phasing approach, as well as the responsible experts and entities.

The initial stage would include an Inspection phase with detailed analysis of spatial and installation capacities as well as functional modus operandi of the municipality building. The Project team, along with the stakeholders including the MEPIU during the bi-weekly update meetings would agree on the permitting procedures. The team would

No.	Action
1	Inspection phase with detailed analysis of spatial and installation capacities as well as functional modus operandi of the municipality building
2	Agreement on permitting procedure
3	Defining possible phasing model
4	Indicate functional units for relocation
5	Proposal for functioning of the whole municipality building in the interim phase with relocated wards, with time framework
6	Approval on phasing proposal
7	Design must follow phasing proposal giving the solution for the interim phase
8	We will manage design development in accordance with agreed programme and sequences in construction

The Key experts will be involved at a greater scale during this activity along with the inputs from most of the Non-Key experts as mentioned in TECH 6.

- **Activity 11: Review the Environment and Social Management Plan (ESMP) and Energy Efficiency Plan**

The activities for this activity will be led by our Non-Key Experts (NKE 03 and NKE 05), which are the Water Supply and Sewerage expert and Environmental and Social Expert.

The ESMP plan will cover aspects of legal and regulatory compliance within the the environmental and social laws, regulations, and standards that apply to the construction project.

The impact assessment will consider aspects such as land use changes, water and air quality, noise and vibration, waste generation, community health and safety.

measures to minimize, avoid, or offset these impacts. These measures will require the development of a contingency plan to address unforeseen environmental and social events or emergencies that may arise during the construction project.

As required, regarding the Energy Efficiency Plan, the Law no. 174 of 21-09-2017 regarding energy and Law No. 282 of 05.10.2023 regarding energy performance of the buildings.

Activity 11 will be conducted as mentioned in the ToRs during the fourth and fifth months mostly in parallel with activities of the conceptual design.

- **Activity 12: Final design including estimated costs (BoQs) including estimated costs (BoQ), construction site organization plan and technical specifications for construction company**

As required, we will prepare the technical specifications for the general contractor (GC), and include instructions on appropriate installation practices. We understand that we are obliged to comply with the NCM A.07.02-2012 normative.

As per TECH 5, Activity 12 will be conducted from month 7 to month 8. The Key experts will be involved at a greater scale during this activity along with the inputs from most of the Non-Key experts as mentioned in TECH 6

- **Activity 13: Final design and cost documents approved by State Expertise**

Design documentation as required will take into account:

- a) Compliance with national regulations.
- b) The use only of materials approved and certified at national level.
- c) Seismic risks and related national regulations.
- d) Compliance with national fire safety regulations.
- e) Compliance with national safety regulations for building sites and later maintenance works

The Key experts will be involved at a greater scale during this activity along with the inputs from several Non-Key experts as mentioned in TECH 6 including QA Manager/Auditor, Quantity Surveyor, Water Supply and Sewerage Expert, Engineering Technologist (facilities planner), Structural technical expert, Fire and low current Engineer and Cost estimator.

- **Activity 14: Verification of final design**

The Design company's final designs and sketches shall be signed, stamped and certified by a licensed architect in Moldova. The level of detail of the design shall be sufficient to verify the compliance with

the requirements of this contract and as required by the regulations, norms and standards of the Republic of Moldova and the different agencies involved in the process.

The contractor shall be legally capable of performing design works in Moldova, as required by Moldovan regulations. The contractor shall possess the necessary licenses and authorizations to be able to perform design activities described in this document, in strict compliance with Moldovan legislation and regulation.

The TD company is further required to prepare general instructions for maintenance after the building is refurbished and handed over to the users. This should include maintenance cycles not only for the technical equipment such as heating, ventilation, etc. but also for building parts such as doors, windows, roof-cladding rainwater-system etc., i.e., for all proposed measures.

- **Activity 15: Organize Author supervision' during the period of work with preparation of ad hoc report (Activity will start once work starts)**

The activities related to author supervision will begin as soon as the construction phase begins, and the ad hoc report will be provided at the required intervals throughout the time frame for completing construction tasks.

The Author supervision plan and monitoring report's structure will be communicated to the Client and Stakeholders in a good time prior to the execution of the task start. The monitoring plan will include proposed exact personnel at exact intervals coverage on site and the reports' structure will propose specific items, work portions (features of work) as well as technical installation methods being monitored and indicate a short method of check (verification methodology). Such a comprehensive approach to Author supervision will ensure best implementation results in the field.

The author supervision with regular submission of ad-hoc reports will involve technical inputs from all the Key experts.

- **Activity 16: Final report post author supervision (Note: This report will be issued at the taking over of works)**

The local rules and regulations mandate this mandatory activity. A thorough comprehension of building procedures, efficient communication and coordination abilities, and a commitment to upholding the integrity of the design throughout the construction process are required. During the construction period, the local design team will be mobilized to provide author supervision services in compliance with the legal requirements. The time frame for completing construction tasks is estimated to be between 2,5 years.

The author supervision will involve technical inputs from all the Key experts apart from the Team Leader and the final document will be provided at the end of the works.

#### **4.2.2 List of Final Documents, Deliverables and Reports by Key Tasks and timing/duration (with key approval process)**

Deliverable	Language	No. of copies	Indicate timing for delivery
Draft Inception report	Romanian	2 hard copies + electronic copy	8 weeks from Commencement Date
Final Inception Report	Romanian and English	2 hard copies + electronic copy	2 weeks from receipt of comments from the Client on Draft Report

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Conceptual design	Romanian	2 hard copies + electronic copy	18 weeks after signing of contract
Final design, including estimated costs (BoQ), construction site organization plan and technical specifications for construction company	Romanian and English	3 hard copies (original) + 2 hard copies (copy) electronic copy	8 weeks after Conceptual design approved by MEPIU
Final design and cost documents approved by State Expertise/verification	Romanian	3 hard copies (original) + 2 hard copies (copy) electronic copy	4 weeks after Final Design approved by MEPIU
Technical specifications and final BoQ for tender documents for works	Romanian and English	3 hard copies (original) + 2 hard copies (copy), electronic copy	3 weeks after verification of Final design
Author supervision (ad hoc reports)	Romanian	2 hard copies + electronic copy	Once works start
Author supervision (final report)	Romanian with a summary in English	2 hard copies + electronic copy	Work's Completion Date

### 4.3 Organization and Staffing

#### 4.3.1 Internal organisation of the Consultant's team

Project management will be the overall responsibility of management4health AG, which serves as the leader of the consortium. The expertise brought in by our consortium partners are invaluable and their views have been given due consideration, while designing the approach and developing the work plan. This enables our consortium to ensure that our methodological approach is realistic with regard to the situation on the ground, in compliance with local regulations and requirements, for which our partner based in Moldova, Sigma Engineering S.R.L are well familiar with.

As shown in the figure below, the overall project management across the six principal tasks of the project starting from conducting the technical assessment to the author supervision, will be led by a project management team that is made by our Team Leader and Project Management Leadership based in Moldova with the support from m4h main offices in Frankfurt, Germany. The project management team will be responsible for the production of regular reports to EIB, while also maintaining permanent communication and coordination with the Client to ensure that an adequate level of information about the contracts and assignments is maintained and to ensure that their expectations are met. It is also responsible for assessing contractual risks and ensuring that appropriate risk prevention and mitigation strategies are implemented in time. Finally, the management team is responsible for the overall quality of the contract – in close collaboration with the project backstopping team.

The support will be composed of a Backstopping Team (BT) leader and an Administrative and Financial officer, who are in-house permanent staff of m4h. They are responsible for supporting the project management team in the following tasks:

- Provide all support services to the expert(s) including logistical, administrative, financial support.
- Ensure continuous communication of the experts with the Team Leader (TL), allowing the TL to provide the client with well-informed progress reports.

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- Complete all contractual requirements, including timely delivery of technical deliverables.

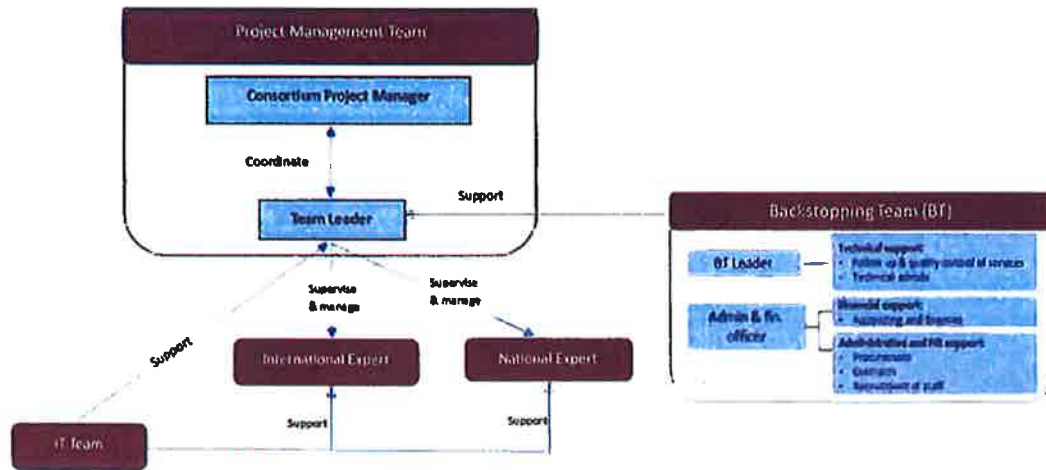


Figure 7 Project Management Structure

The table below lists our experts along with the leading representatives of the backstopping team.:

Table 3 Expert and Backstopping Team

N°	Name	Position
<b>KEY STAFF</b>		
KE 1	João Santiago	Team Leader
KE 2	Alexandru Ceban	Chief Architect Engineer
KE 3	Barcari Nicolai	Senior Structural/Civil Engineer
KE 4	Vladimir Ivanov	Senior Electrical and Automation Engineer
KE 5	Elena Slepac	Senior HVAC installations engineer
KE 6	Mihai Lupu	Senior Energy Efficiency Engineer
<b>NON-KEY STAFF</b>		
NKE 1	Patricia Taranu	QA Manager/Auditor
NKE 2	Eugen Sclavone	Quantity Surveyor
NKE 3	Irina Maico	Water supply and sewerage expert
NKE 4	Svetlana Melnic	Engineering Technologist (Facilities Planner)
NKE 5	Ludmila Virlan	Environmental and social expert
NKE 6	Alexandru Gutu	Health and Safety Specialist
<b>Other NON-KEY-STAFF</b>		
NKE 7	Tudor Iordachi	Structural technical expert
NKE 8	Andrei Constantinov	Fire and low current Engineer
NKE 9	Corsan Ion	Cost estimator
NKE 10	Alexandru Nichifor	Junior Architect
NKE 11	Nina Popovici	Junior structural Engineer
NKE 12	Ion Braicov	Junior HVAC Installations engineer
NKE 13	Nicolae Prisacaru	Junior Electrical Engineer



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NKE 14	Dinu Osolanu	Junior Architect
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The Team Leader will be in regular contact with the Backstopping Team (BT) and may call on their support at any time, both logistical, administrative, technical, and financial. The Team Leader and BT will also be supported by a dedicated internal IT team. The quality of the deliverables will be ensured through our internal Quality Assurance procedures, as the project will be managed according to the ISO certified Quality Management System of m4h, which fulfils the requirements of ISO 9001:2000.

The input month for each Non-Key Expert allows them to perform in the current Lot, and other lot where they are assigned, as the total input month for the experts is well below 14 months.

Backstopping support, provided by the backstopping team, will entail the following elements:

Table 4 Backstopping Support Services

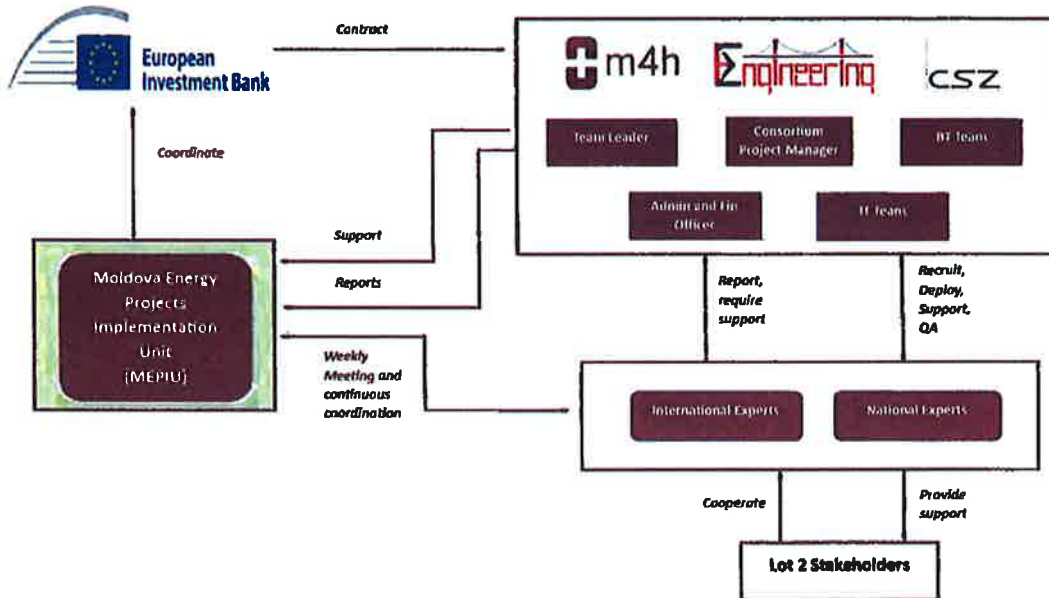
Service	Description
Financial management	Management of all financial transactions (accounting, invoicing) under the FWC (related to Client, experts); management of expenditures and costs of the overall FWC and assignments.
Administrative & logistics support	Provision of secretariat support; edition and submission of deliverables and reports (formatting, proof reading, editing, etc.); organisation of field missions (procedure for obtaining visas, flight and hotel reservations, etc.); provision of logistic support (organisation and management of assignment activities and meetings, provision of equipment and consumables, etc.).
Technical backstopping	Process-based technical-conceptual management of the consultancy inputs; training and steering the experts; provision of technical advises and guidance; mobilization of in-house expertise, etc.
Monitoring & evaluation	Elaboration and use of a result-oriented M&E system to monitor experts' and assignments performance (M&E dashboard covering activities and TA); monitoring assignment situation and risks and managing them.
Quality assurance	Elaboration of quality assurance tools and procedures; Ensuring compliance with reporting requirements; revision of all deliverables and rewriting if necessary; control application of procedures and rules.
Knowledge generation and sharing	Set-up and use of the knowledge generation and sharing system (digital platform and specific activities), including capitalization on the lessons learned to enhance their local use.
IT support	Provision of IT support to the experts whenever needed.

**Approach and procedures for coordination with the project**

The coordination with the Client is a key factor contributing to the success of this project. The Project Management Team will induce communication and coordination procedures and activities with the Client from the inception briefing and through all phases and stages of the project implementation. The Backstopping Team will coordinate with the Client the mobilization, deployment and rolling of each principal task and assist the meetings between focal points and experts, ensuring that the assignments is conforming to contractual and technical agreements. Coordination mechanisms will be established to ensure compliance with the contractual obligations of the assignments (staff inputs, timely delivery of quality assured outputs, and financial expenditures) and enable to take mitigation measures in due time in case of deviance of the assignment compared to expectations. We will conform to the technical guidance, recommendations of the Client through the activation of regular line of communications with the focal points.




**Operational plan**



*Figure 8 Operational Plan*

We firmly believe that the expertise that each member of this consortium brings, fulfils all the needs that this project will require. The roles and responsibilities have been clearly defined.

management4health AG will take the lead in the following principal tasks of the project, while being actively supported by the other consortium partners, thus helping take into account aspects of design, engineering expertise and local experience.

CSZ Ingenieurconsult GmbH & Co. KG, being the international design and engineering partner will provide the expertise in structural planning and design, design review, check structural calculations and execution plans for compliance with the technical building regulations introduced by the building authorities, heat supply systems, ventilation systems and structural fire protection.

The expertise brought in by our consortium partner based in Moldova, Sigma Engineering S.R.L, will bode well in shaping the process of project implementation, as their experience will appraise of the processes and situations on ground.

The figure above shows a basic overview of the organizational plan and lines of communication. The consortium is dedicated to supporting the MEPIU in all aspects of the project that requires the intervention of the Consultant. The need for an effective implementation of a project, largely stems from well-defined and efficient lines of communication, enabling enhanced transparency and allows all stakeholders to contribute towards achieving the goal of a successful project implementation. This will be ensured through weekly meetings between the experts on the ground and the MEPIU, while the project management team of the consortium will be always present to provide support and will be responsible for submission of progress reports to the MEPIU.

The following table illustrates the responsibilities within the Consortium for each Key Task and the respective deliverables that encompasses it.

Key Task	Responsible firms (m4h/Sigma/CSZ)
<b>Key Task 1:</b> Conduct a technical assessment (structural expertise)	<ul style="list-style-type: none"> <li>• m4h</li> <li>• Sigma</li> </ul>
<b>Key Task 2:</b> Preparation for the authorization of renovation works	<ul style="list-style-type: none"> <li>• Sigma</li> </ul>
<b>Key Task 3:</b> Architectural and detailed technical drawings/sketches	<ul style="list-style-type: none"> <li>• Sigma</li> <li>• CSZ (review)</li> </ul>
<b>Key Task 4:</b> Health, safety, environmental screening	<ul style="list-style-type: none"> <li>• m4h</li> <li>• Sigma</li> </ul>
<b>Key Task 5:</b> Preparation of general instructions for maintenance	<ul style="list-style-type: none"> <li>• Sigma</li> <li>• CSZ (review)</li> </ul>
<b>Key Task 6:</b> Conducting author supervision	<ul style="list-style-type: none"> <li>• Sigma</li> </ul>

### 4.3.2 Quality Management System for Information Security and Data Safety

m4h approaches the issue of information security and data safety based on an Integrated Cyber-Security Approach (ICSA) which is represented in the diagram below and includes the following elements:

- Leadership and governance
- Risk management and compliance
- Operations and technology
- Third party security.

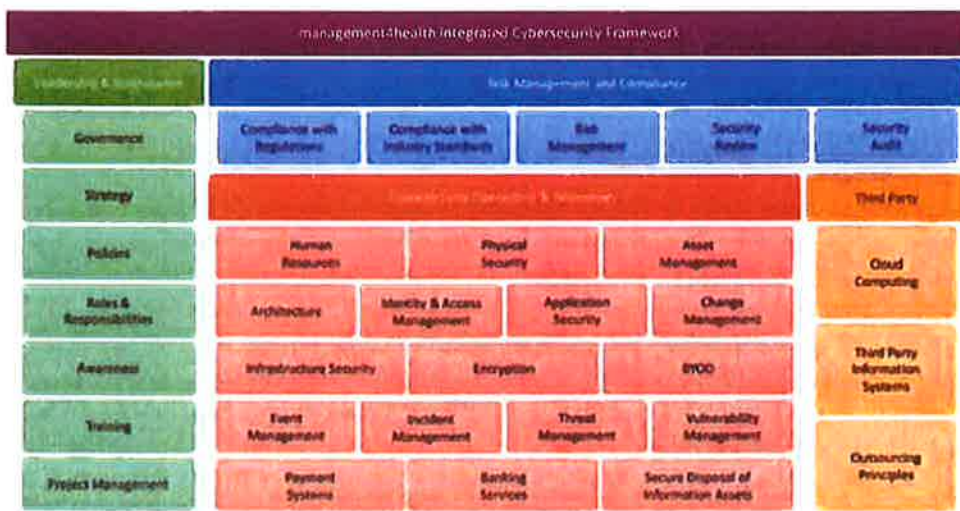


Figure 9 m4h integrated framework for information security

In our data security concept, we protect data and information and guarantee information security through a combination of policies, technology, compliance and management of information that we exchange. For information storage, we use cloud (internet-based) solutions such as Microsoft SharePoint, which maintains confidentiality of information and is compliant with GDPR (General Data Protection Regulation) for this purpose.

Through our IT Service Management company, we perform regular information backups as part of our information security concept and IT business continuity approach. Technically this backup solution is named "cloud-to-cloud", meaning that we use a separate web-based server to create a replica of the information that we keep in SharePoint and other solutions.

### **Project-related Information Security**

When we set up project teams and contract experts (full time or part time) we assure that they respect the same principles as the head office staff and fulfil the same IT security measures. We treat the information that is trusted to us by clients and beneficiaries with the same prudence and professionalism as we treat our internal information resources.

While the HQ and project staff members receive company-owned devices (e.g. personal computers, mobile phones, etc.) we also expect short-term experts using their own devices to comply with m4h information security measures while processing information coming from m4h, clients and beneficiaries. We have a strict Bring-Your-Own-Device (BYOD) policy whose implementation is managed through the same contractor that manages the m4h information security, based on the same principles and tools.

Almost all projects require from time-to time collaboration with third parties where the exchange of information is mandatory. Before committing to collaboration opportunities and partnerships, we perform a third-party due diligence, where the policies and practices of information security are part of the assessment. In the case of local partners, we frequently perform audits of their IT security measures to ensure that they do not pose information security risks and compromise the information of m4h, our clients or beneficiaries. During project implementation we regularly deal with highly confidential information such as tender documents, bidders' own financial and project data, tender evaluation reports, contracts, payments and financial disbursements. We also deal with other types of information such as projects and drawings, technical and financial forecasts, official correspondence with the client and beneficiaries, etc.

We deal with this complex information structure through the **Information Triad of Confidentiality, Integrity and Availability**.

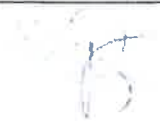
It means that while our staff, client and beneficiaries have the right to have access to information, this access is restricted to "need-to-know" basis, especially for the highly confidential information. When preparing tender documents, including drawings and financial forecasts, we make sure that only a limited number of people have access to the compiled document, thus limiting the possibility of leakage or inappropriate use of information. Once finalized, documents are locked so no alterations can be made, information remains integer. Finally, we keep a clear track of how information was handled, so to be able to perform the right audits in case of leakages and confidentiality breaks. This includes that we strictly do not allow our project team, partners and supporting staff to use any types of social networks to exchange project data. Such networks include Whatsapp, Facebook, Twitter and other publicly available systems.



### 4.3.3 Project Logistics

For the effective implementation of this Project, it is important to consider that simultaneous presence of the Consultant team at Chisinau. The presence of our JV partner Sigma Engineering S.R.L and considering that a majority of our key experts are nationals of Moldova, it assures the permanent presence of our team in the ground.

We have also made provision for an adequate number of international flights, for the international experts to reach Chisinau, and from there travel to the project location by car.



No	Name	Position	Place	Unit	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time input (in Months)		
					D1: Drafting	D2: Final design	D3: Conceptual design	D4: Final design (including estimates)	D5: Final design and estimated costs	D6: Technical specifications and 3D models	D7: Billing	D8: Billing	D9: Supervision	D10: Supervision	Home	Field	Total

KEY EXPERTS																	
KE 1	Joao Santiago	Team leader	Home Field	Months	0.38	0.35	0.38	1.50	0.60	0.75	0.23	0.23	0.23	4.20	4.20	5.60	
KE 2	Alexandru Ceban	Chief Architect Engineer	Home Field	Months	0.15	0.15	0.50	0.50	0.20	0.25	0.08	0.08	0.08	0.00	0.00	11.00	
KE 3	Bacsal Nicolai	Senior Structural/Civil Engineer	Home Field	Months	0.50	1.00	5.00	2.00	2.00	1.00	1.20	0.30	0.30	0.00	0.00	4.50	
KE 4	Vladimir Ivanov	Senior Electrical and Automation Engineer	Home Field	Months	0.25	1.00	2.50	0.35	0.35	0.15	0.15	0.10	0.10	0.00	0.00	5.20	
KE 5	Elena Stepac	Senior HVAC installations engineer	Home Field	Months	0.15	0.50	3.00	0.25	0.25	0.85	0.25	0.10	0.10	0.00	0.00	4.10	
KE 6	Mihai Lupu	Senior Energy Efficiency Engineer	Home Field	Months	0.25	0.75	2.00	0.25	0.25	0.50	0.25	0.10	0.10	0.00	0.00	2.30	
														Subtotal Lead Expert, Months:	4.20	28.80	32.70

NON-KEY EXPERTS																	
NKE 01	Patricia Teranu	QA Manager/Auditor	Home Field	Months	0.10	0.10	1.00	1.00	0.40	0.20	0.20	0.20	0.20	0.00	0.00	2.00	
NKE 02	Eugen Sclavens	Quantity Surveyor	Home Field	Months	0.70	0.70	3.00	0.70	0.70	0.80	0.80	0.80	0.80	0.00	0.00	4.50	
NKE 03	Irina Malco	Water Supply and Sewerage Expert	Home Field	Months	0.80	0.80	2.50	0.80	0.80	0.40	0.40	0.40	0.40	0.00	0.00	4.50	
NKE 04	Svetlana Meimic	Engineering Technologist (facilities planner)	Home Field	Months	1.80	1.80	3.00	0.50	0.50	0.50	0.50	0.50	0.50	0.00	0.00	5.90	
NKE 05	Ludmila Vitan	Environmental and Social Expert	Home Field	Months	1.00	1.00	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.00	0.00	2.30	
NKE 06	Alexandru Gutu	Health and Safety Specialist	Home Field	Months	0.30	0.30	0.80	0.80	0.25	0.25	0.25	0.25	0.25	0.00	0.00	2.30	
NKE 07	Tudor Iordachi	Structural technical expert	Home Field	Months	2.00	2.00	1.25	1.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	3.50	
NKE 08	Andreea Constantinov	Fire and low current Engineer	Home Field	Months	0.50	0.50	2.00	0.30	0.30	0.40	0.40	0.40	0.40	0.00	0.00	3.20	
NKE 09	Corsan Ion	Cost estimator	Home Field	Months	3.20	3.20	3.00	0.70	0.70	0.70	0.70	0.70	0.70	0.00	0.00	3.90	
NKE 10	Alexandru Nichifor	Junior Architect	Home Field	Months	0.70	0.70	3.20	0.70	0.70	0.70	0.70	0.70	0.70	0.00	0.00	3.90	
NKE 11	Nina Popovici	Junior structural Engineer	Home Field	Months	0.70	0.70	3.00	0.70	0.70	0.70	0.70	0.70	0.70	0.00	0.00	3.70	
NKE 12	Ion Bralcov	Junior HVAC installations engineer	Home Field	Months	0.70	0.70	3.00	0.70	0.70	0.70	0.70	0.70	0.70	0.00	0.00	3.70	
NKE 13	Nicolae Priscaru	Junior Electrical Engineer	Home Field	Months	0.70	0.70	3.00	0.70	0.70	0.70	0.70	0.70	0.70	0.00	0.00	3.70	
NKE 14	Dinu Osoianu	Junior Architect	Home Field	Months	0.70	0.70	3.00	0.70	0.70	0.70	0.70	0.70	0.70	0.00	0.00	3.70	
														Subtotal Lead Expert, Months:	0.00	60.80	60.80

*[Handwritten signature]*

*[Handwritten signature]*

management4health AG (Lead member)



*Stefano*

Stefano FERRARI

Sigma Engineering S.R.L. (JV member)



*Vitalie*

Vitalie TITEI

CSZ Ingenieurconsult GmbH & Co. KG (JV member)



CSZ Ingenieurconsult GmbH & Co. KG  
Beratende Ingenieure für das Bauwesen VBI  
Pfungstädter Straße 92 · 64297 Darmstadt  
Tel.: +49 6151 9415-0 Fax: +49 6151 9415-99  
www.csz.de

Christoph CORNELIUS

*Christoph Cornelius*

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name:** Moldova Energy Efficiency Project

**Contract No.** MEEP/CS/1.1/03

**Assignment Title:** Elaboration of the detailed technical design and author supervision for energy efficient rehabilitation of Cardiology Institute

**between**

**Moldova Energy Projects Implementation Unit**

**and**

**JV of management4health AG (Lead member), Sigma Engineering S.R.L. (JV member) and CSZ Ingenieurconsult GmbH @ Co. KG (JV member)**

**Dated:** 13 June 2024





**Contract no. MEEP/CS/1.1/03**  
**Lump-Sum**

This CONTRACT (hereinafter called the "Contract") is made the 13 day of the month of June, 2024, between, on the one hand,

- (1) **Moldova Energy Projects Implementation Unit**, represented by the Interim Director, Mr. Ruslan SURUGIU, having its principal place of business at 1, Alecu Russo Street, block A1, office 163, MD-2068, Chisinau, Republic of Moldova (hereinafter called the "Client") and, on the other hand,
- (2) **Joint Venture** consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract (hereinafter called the "Consultant"), namely,  
**management4health AG (Lead member)**, a company registered in Germany, having its principal place of business at Hebelstr. 11, 60318 Frankfurt am Main, Germany, represented by Chief Executive Officer Mr. Stefano FERRARI,  
**Sigma Engineering S.R.L. (JV member)**, a company registered in the Republic of Moldova, having its principal place of business at 101 Alba lulia str., ap. 55, Chisinau, MD-2071, Republic of Moldova represented by Director Mr. Vitalie TITEL,  
and  
**CSZ Ingenieurconsult GmbH & Co. KG (JV member)**, a company registered in Germany, having its principal place of business at Pfungstädter Straße 92, 64297 Darmstadt, Germany represented by Managing Director Mr. Christoph CORNELIUS.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a financing from the European Investment Bank and European Bank for Reconstruction and Development toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Banks will be made only at the request of the Client and upon approval by the Banks; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Banks, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the financing proceeds;



NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 "EIB Anti-Fraud Policy");
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference  
 Appendix B: Key Experts  
 Appendix C: Breakdown of Contract Price  
 Appendix D: Form of Advance Payments Guarantee  
 Appendix E: Code of Conduct for Experts  
 Appendix F: Covenant of Integrity  
 Appendix G: Environmental and Social Covenant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E, Appendix F and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

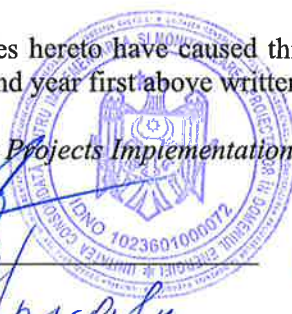
For and on behalf of *Moldova Energy Projects Implementation Unit*

*Ruslan SURUGIU,*  
*Interim Director*

in the presence of  
*Vitalie MOSCALU*  
*Director, Cardiology Institute*

*management4health AG (Lead member)*

*Stefano FERRARI*



*Sigma Engineering S.R.L. (JV member)*

*Vitalie TITEI*

Vitalie TITEI



*CSZ Ingenieurconsult GmbH & Co. KG (JV member)*



CSZ Ingenieurconsult GmbH & Co. KG  
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Pflanzstädter Straße 92 · 64297 Darmstadt  
Tel.: +49 6151 9415-0 · Fax: +49 6151 9415-99  
www.csz.de

*Christoph CORNELIUS*

*Christoph Cornelius*

*Handwritten mark*

## GENERAL CONDITIONS OF CONTRACT

### A. GENERAL PROVISIONS

#### 1. Definitions

1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
  - (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bank”** means the European Investment Bank (EIB) and **“Banks”** means the European Investment Bank and European Bank for Reconstruction and Development (EBRD).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Banks.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **“Day”** means a working day unless indicated otherwise.
  - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
  - (l) **“GCC”** means these General Conditions of Contract.



- (m) **“Government”** means the government of the Client’s country.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of the Client’s country.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:  
**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  
**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.



(x) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

- 2. Relationship between the Parties**
- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract**
- 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language**
- 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings**
- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications**
- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.



- 10. Fraud and Corruption**
- 10.1. The Banks requires compliance with the Bank's Anti-Fraud Policy and its prevailing sanctions policies and procedures as set forth in the Banks' Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees**
- 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Banks.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract**
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by




written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

## 17. Force Majeure

### a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### b. No Breach of Contract

17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a





period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

## 18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

### a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or



go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination




or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

- a. Standard of Performance** 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-




consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interest**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Banks' Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the

Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant**
- 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.




**25. Accounting,  
Inspection and  
Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Banks and/or persons appointed by the Banks to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Banks. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Banks' inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Banks' prevailing sanctions procedures).

**26. Reporting  
Obligations**

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.



**28. Equipment,  
Vehicles and  
Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Code of Conduct**

29.1. The Consultant shall have a Code of Conduct for the Experts.

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

**30. Forced Labor**

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of



payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

### **31. Child Labor**

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

### **32. Non-Discrimination and Equal Opportunity**

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.





Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

**33. Training of Experts**

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**34. Description of Key Experts**

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**35. Replacement of Key Experts**

35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**36. Removal of Experts or Sub-consultants**

36.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) based on reasonable evidence, is determined to have engaged in Anti-Fraud Policy during the execution of the Works; or
- (e) undertakes behaviour which breaches the Code of Conduct;




the Consultant shall, at the Client's written request, provide a replacement.

- 36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **37. Assistance and Exemptions**

- 37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
  - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
  - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a



corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

**38. Access to Project Site**

38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**39. Change in the Applicable Law Related to Taxes and Duties**

39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

**40. Services, Facilities and Property of the Client**

40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**41. Counterpart Personnel**

- 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent



with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**42. Payment  
Obligation**

42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**43. Contract Price**

43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**44. Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**45. Currency of  
Payment**

45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

**46. Mode of Billing and  
Payment**

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 *The Lump-Sum Instalment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) accepted by the Client accompanied by invoice for the related lump-sum instalment payment.

46.2.3 *The Final Payment.* The final payment under this Clause shall be made within sixty (60) days after the receipt by the Client of the Final Report accepted by the Client accompanied by invoice for the Final Payment.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on Delayed Payments**

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. FAIRNESS AND GOOD FAITH**

**48. Good Faith**

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**H. SETTLEMENT OF DISPUTES**

**49. Amicable Settlement**

49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

**50. Dispute Resolution**

50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.



## **General Conditions of Contract**

### **Attachment 1**

#### **EIB Anti-Fraud Policy**

**EIB Anti Fraud Policy is available at:**

**[http://www.eib.org/attachments/strategies/anti\\_fraud\\_policy\\_20130917\\_en.pdf](http://www.eib.org/attachments/strategies/anti_fraud_policy_20130917_en.pdf)**

**European Investment Bank Exclusion Policy available at:**

**[http://www.eib.org/attachments/strategies/eib\\_exclusion\\_policy\\_en.pdf](http://www.eib.org/attachments/strategies/eib_exclusion_policy_en.pdf)**



## Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be interpreted in accordance with the law of Republic of Moldova</b>
4.1	<b>The ruling language is: English</b> <b>The language for communications is: English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client: <u>Moldova Energy Projects Implementation Unit</u>            Attention: <u>Mr. Ruslan Surugiu, Interim Director</u>            E-mail: <u>mepiu@mepiu.md</u></p> <p>Consultant: JV of Management4health AG (Lead member), Sigma Engineering S.R.L. (JVmember) and CSZ Ingenieurconsult GmbH @ Co. KG (JV member)            Attention: Mr. Stefano Ferrari, Chief Executive Officer (Lead member)</p> <p>E-mail (where permitted): stefano.ferrari@m4health.pro</p>
8.1	<b>The Lead Member on behalf of the JV is management4health AG</b>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <u>Mr. Ruslan Surugiu, Interim Director</u></p> <p><b>For the Consultant:</b> <u>Mr. Stefano Ferrari, Chief Executive Officer</u></p>
11.1	<b>The effectiveness conditions are the following: <i>the date of Contract signing by both parties.</i></b>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be two (2) months.</b></p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be fourteen (14) calendar days from contract signing by Parties.</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>

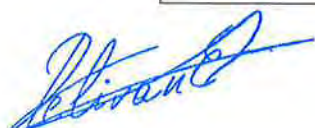



14.1	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be:</b>  (i) eleven (11) months and one (2) week for design (starting from the date of signature of the contract), (ii) twelve (12) months for Author's Supervision starting from the date of Works commencement and continuing until their completion.</p>
23.1	<p><b>Limitation of the Consultant's Liability towards the Client:</b></p> <p><b>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(ii) for any direct loss or damage that exceeds one, times the total value of the Contract;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p><b>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p style="padding-left: 40px;"><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</b></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of no less than the total ceiling amount of the Contract Amount;</b></p> <p><b>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country;</b></p> <p><b>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</b></p> <p><b>(d) Client's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</b></p>






	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.2	The Consultant shall not use the data, reports and other documents elaborated within the course of this assignment for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	<b>The Contract price is: EUR 488,238.00 [four hundred eighty-eight thousand two hundred thirty-eight Euro, 00 cents] inclusive of local indirect taxes.</b>
44.1 and 44.2	<p><b>44.1</b> The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract, <b>except as provided under SCC 44.2 below.</b></p> <p><b>44.2</b> The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from Value Added Tax (deductible for local purchase / non-deductible for import), excise duty, customs duty, tax for carrying out customs procedures, tax for goods which, in the process of use, cause environmental pollution when importing goods and/or services intended for the implementation of the Project, under the applicable law in the Client's country and in accordance with the procedures established in the Government Decision No. 314/2023 of 24 May 2023 (on application of tax and customs facilities for import and/or supply of goods and/or services intended for the implementation of the "Moldova Energy Efficiency Project"), on the Consultant and the Sub-consultants.</p> <p>The Client warrants that the Consultant is not subject to corporate income tax in the Republic of Moldova (withhold tax as per legislation of the Republic of Moldova, the applicable law) provided that the following conditions met:</p> <p>(i) the Agreement on exclusion of double taxation on incomes and properties dated 24/11/1981 between USSR and FRG is in force, and</p> <p>(ii) the Consultant has submitted a Certificate of its residence for tax purposes (issued by Tax authority from Consultant's country) for each fiscal year in which the Services will be performed, prior to any payment for carried out Services.</p> <p>In case if any of the above conditions is not met, the Client shall withhold the amount of Withhold tax at the rates as in force according to the applicable law of the Contract, not subject to further reimbursement to the Consultant.</p>




46.2	<p><b>The payment schedule:</b></p> <p><b>1<sup>st</sup> payment:</b> <i>twenty percent (20%) of the total contract amount against the invoice for the Final Inception Report as per Appendix A, accepted by the Client;</i></p> <p><b>2<sup>nd</sup> payment:</b> <i>fifty percent (50%) of the total contract amount against the invoice for the Complete packages of Final design documents as per Appendix A, accepted by the Client.</i></p> <p><b>3<sup>rd</sup> payment:</b> <i>twenty percent (20%) of the total contract amount against the invoice for the Approval of the design and cost documentation from the State Expertise as per Appendix A, accepted by the Client.</i></p> <p><b>Final payment:</b> <i>ten percent (10%) of the total contract amount against the invoice for the Final report on Design Author's Supervision as per Appendix A, accepted by the Client.</i></p>
46.2.1	Not applicable
46.2.4	<p><b>The banking details are:</b></p> <p><b>Account beneficiary:</b> management4health AG</p> <p><b>Beneficiary address:</b> Hebelstr. 11, 60318 Frankfurt am Main, Germany</p> <p><b>Account number:</b> 200505270</p> <p><b>IBAN code:</b> DE96500502010200505270</p> <p><b>Bank name:</b> Frankfurter Sparkasse</p> <p><b>Bank address:</b> Neue Mainzer Str. 47-53, 60311 Frankfurt am Main, Germany</p> <p><b>SWIFT code:</b> HELADEF1822</p>
47.1	<p><b>The interest rate is:</b> <i>Central European Bank base rate plus two percent (2%) per annum.</i></p>
50.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last</li> </ol> </li> </ol>




remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *FIDIC* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.*
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:
- (a) the country of incorporation of the Consultant or of any of their members or Parties; or



- (b) the country in which the Consultant's or any of their members' or Parties' principal place of business is located; or
- (c) the country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or
- (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in *Paris, France*;
- (b) the *English* language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



## Appendix A – Terms of Reference

### 1. BACKGROUND

The Energy Efficiency Project in the Republic of Moldova (hereinafter MEEP) aims to improve energy efficiency in public buildings owned by central and local public authorities, which are characterized by a low energy performance, due to the age of the buildings and the acute lack of investment in the works to consolidate and increase energy efficiency during their use.

In order to realize MEEP, the Republic of Moldova contracted a loan worth 30,000,000 Euro from the European Investment Bank (EIB), a loan worth 30,000,000 Euro from the European Bank for Reconstruction and Development (EBRD), a Grant of 15,000,000 Euro from the European Union provided through the Neighbourhood Investment Platform of the European Commission (NIP), the EPTATF support in the amount of 500,000 Euro, as well as the contribution of the Government of the Republic of Moldova. The total budget of MEEP therefore is approximately 76,900,000 Euro, of which 72,400,000 Euro are investment costs for renovation of selected buildings. The implementation period of MEEP runs to 2027.

The main category of beneficiaries of the Project are public institutions of social purpose, namely governmental public institutions of national importance (republican hospitals) and public institutions of local/municipal importance (kindergartens, schools, municipal and district hospitals).

Considering the complexity of the Project and following the pre-feasibility study, the Project implementation is divided into two phases:

- During Phase I, the focus will be on large governmental hospitals (pilot projects) that have clear compliance with pre-agreed criteria, including financing modalities. The list of institutions has been approved by the Parliament of the Republic of Moldova and has been endorsed by the Steering Committee of the Project.
- Phase II will proceed with the implementation of sub-projects under local/municipal public institutions (kindergartens, schools, municipal and rayon hospitals). Phase II is dependent on the availability of financing.

Based on the pre-feasibility study for the Project, at the recommendation of the Government of the Republic of Moldova a list of 9 Pilot projects was drawn up, which will benefit from investments in the first phase of the Project's implementation. The list of Pilot project was approved by the Parliament of Moldova in spring 2022, as well as the MEEP Project Steering Committee during the first meeting held on 23 September 2022.

**Table 1. List of Pilot projects Phase I**

No.	Name of medical institutions
1.	Emergency Medicine Institute
2.	Cardiology Institute
3.	Oncological Institute
4.	Mother and Child Institute
5.	Republican Clinical Hospital
6.	Institute of Neurology and Neurosurgery




7.	Republican Center for Medical Diagnostics / IMSP Institute of Phtysiopneumology "Chiril Draganiuc"
8.	Balti Clinical Hospital
9.	Psychiatry Clinical Hospital

## 2. SCOPE OF ASSIGNMENT

The scope of this assignment is to prepare the technical design documentation and the tender documentation (estimations, Bill of Quantity, technical specifications etc.) on the basis of which a construction company can be contracted for the refurbishment of Curative Block 3 and Children 1st Section of the Psychiatry Clinical Hospital, located in the municipality of Codru. The detailed Terms of reference for this particular lot are presented in Annex 1 to this Appendix A and form part of the Contract. The Consultant's technical proposal (Form Tech-4) is presented in Annex 2 to this Appendix A and forms part of the Contract.

## 3. PROFILE OF THE CONSULTANT

### 3.1. Profile of the company

The consultant must be a registered firm or association/joint venture of firms (corporate services are required) having experience, technical and organisational capabilities and qualified personnel to complete the assignment. The following criteria will be applied to evaluate experience of the consultant:

#### (i) Core business and years in business:

- at least 10 years of experience in design services. As a proof of compliance, the consultant shall provide the following documents in the Technical Proposal (in case of JV must be provided for each partner):
  - o copy of valid business license from county of origin (if such activity is subject to licencing in the consultant's country) and copy of the registration certificate (issued not earlier than 2 years prior to the proposal submission deadline);
  - o copy of articles of incorporation;
  - o signed & stamped list of completed projects as firm, incl. contacts for reference check.

#### (ii) Qualifications in the field of the assignment:

- At least 2 assignments in elaboration of detailed technical design for renovations of public buildings including at least one for hospital(s) with a value equivalent at least 80% of the estimated contract amount (for the lot for which the participant is applying for; in case if participant is applying for more than one lot, the requirements should be met cumulatively) - successfully (100% except for author's supervision, if applicable) completed either alone or as a lead member of a JV with a minimum participation of 50% during the last 7 years starting 1st of January 2016 and the deadline for submission of proposal; and
- at least 2 assignments in design within the increase of energy efficiency in existing buildings with a value equivalent at least 80% of the estimated contract amount (for the lot for which the participant is applying for; in case if participant is applying for more than

one lot, the requirements should be met cumulatively) - successfully (100% except for author's supervision, if applicable) completed either alone or as a lead member of a JV with a minimum participation of 50% during the last 7 years starting 1st of January 2016 and the deadline for submission of proposal;

As a proof of compliance with the above requirements, the consultant shall provide a signed and stamped list of related contracts, incl. amounts, brief description of the assignment, contacts for reference check, pictures (photos with date and place), copy of the main contract pages and commissioning letter/letter of acceptance or reference letter from the client.

**(iii) Professional and financial strength:**

- the number of permanent staff of the consultant must be at least 10 for each of the last 5 years starting 1st of January 2018 and the deadline for submission of proposals. As a proof of compliance with this requirement the consultant shall provide a signed and stamped staffing table;
- the average annual turnover of the consultant must be at least the estimated contract amount (for the lot for which the participant is applying for; in case if participant is applying for more than one lot, the requirements should be met cumulatively) equivalent for each of the last 3 years starting 1st of January 2020 and the deadline for submission of proposals. As a proof of compliance with this requirement, the consultant shall provide audited balance sheets or verified financial statements covering the required period.

### 3.2 Profile of staff

The Consultant shall retain personnel, with the required qualifications, for the tasks described above, covering the following disciplines. The required qualifications for the Consultant's core team are presented below. In case if participant is applying for more than one lot, it should propose separate team for each lot. Under exceptional circumstances, the Client will accept the same expert to be included in more than one lot, clearly describing and demonstrating in time schedule the absence of overlaps between his/her involvement in different lots, if awarded.

The Consultant should comply with the local legislation requirements, and should cover the relevant domains of attestation (either with key or non-key staff) for technical design as per Article 13 of the Government Decision no. 329 /2009. The evidence of relevant certification should be submitted as attachments to the respective CVs of key or non-key staff.

**(i) Key Experts**

Position	Description
KE-1	<p><b><u>Team leader</u></b></p> <p><b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>• Master degree in civil engineering, architecture, engineering or similar specialties;</li> <li>• Excellent English, knowledge of Romanian and/or Russian will be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 10 years of professional experience in design</li> <li>• Experience in EE rehabilitation projects</li> </ul>




	<p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 5 years of experience as Team Leader/Deputy Team Leader (out of which at least 3 years as Team leader) in similar projects in design;</li> <li>• Successful participation in at least 3 projects for the design of energy efficient rehabilitation of public buildings</li> </ul>
KE-2	<p><b><u>Chief Architect Engineer</u></b>  <b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>• Master degree in the field of architecture or civil engineering;</li> <li>• Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 10 years of professional experience in design</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 5 years of professional experience as Chief Architect</li> <li>• Successful participation in at least 1 project for the design of energy efficient rehabilitation of public buildings</li> </ul>
KE-3	<p><b><u>Senior Structural/Civil Engineer</u></b>  <b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>• Bachelor's degree in the field of architecture or civil engineering;</li> <li>• Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>• at least 7 years of professional experience in a field relevant to this assignment</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>• At least 5 years of experience as structural engineer in design of rehabilitation of existing buildings</li> </ul>
KE-4	<p><b><u>Senior Electrical and Automation Engineer</u></b>  <b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>- At least a Bachelor's degree in electrical engineering <b><u>and automation</u></b> or similar</li> <li>- Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>- At least 7 years of professional experience in a field relevant to this assignment.</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>- Successful participation in at least 3 projects for the design of civil works</li> </ul>
KE-5	<p><b><u>Senior HVAC installations engineer</u></b>  <b>Qualifications and skills</b></p> <ul style="list-style-type: none"> <li>- At least a Bachelor's degree in HVAC engineering or similar</li> <li>- Excellent Romanian, knowledge of English would be an advantage</li> </ul> <p><b>General professional experience</b></p> <ul style="list-style-type: none"> <li>- At least 7 years of professional experience in a field relevant to this assignment;</li> </ul> <p><b>Specific professional experience</b></p> <ul style="list-style-type: none"> <li>- Successful participation in at least 3 projects for the design of civil works</li> </ul>
KE-6	<p><b><u>Senior Energy Efficiency Engineer</u></b>  <b>Qualifications and skills</b></p>






	<ul style="list-style-type: none"> <li>- At least a Bachelor's degree in EE, engineering or similar</li> <li>- Excellent Romanian and English</li> </ul> <p><b><u>General professional experience</u></b></p> <ul style="list-style-type: none"> <li>- At least 7 years of postgraduate professional experience in a field relevant to this assignment.</li> </ul> <p><b><u>Specific professional experience</u></b></p> <ul style="list-style-type: none"> <li>- Successful participation in at least 3 projects for the design of energy efficient rehabilitation of public buildings</li> </ul>
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**(ii) Non-Key experts**

The Consultant will also be expected to provide local and expatriate staff (would be evaluated as one group) as follows:

Position	Description
NKE-1	<b>QA Manager/Auditor</b> Bachelor's degree in civil engineering or similar; At least 5 years as QA manager and auditor for similar projects
NKE-2	<b>Quantity Surveyor</b> Bachelor's degree in civil engineering or similar; Theoretical and practical knowledge and experience of FIDIC conditions of contract is required
NKE-3	<b>Water supply and sewerage expert</b> Bachelor's degree in Water supply and Sewerage (WSS) engineering or similar; At least 5 years as WSS engineer for similar projects.
NKE-4	<b>Engineering Technologist (Facilities Planner)</b> Bachelor's degree in constructions; At least 5 years of experience in construction as a design engineering technologist (facilities planner)
NKE-5	<b>Environmental and social expert</b> Bachelor's degree in relevant field; at least 5 years' experience in Construction as environmental and social expert supervising the implementation of ES plans as well as the relevant legislation during construction
NKE-6	<b>Health and Safety Specialist</b> Bachelor's degree in relevant field; at least 5 years' experience in Construction as Health & Safety Engineer supervising the implementation of H&S plans as well as the relevant legislation during construction
ONKE	<b>Other non-key experts as needed</b>

The CVs (of 2 pages max.) of non-key experts should be submitted with the proposal.

In addition to the above key and non-key specialists, the Consultant will provide a backstopping pool of expatriate and/or local specialists to cover special needs arising under such disciplines as structures, lighting, heating, quantity surveying etc. The cost of backstopping is included in the fees of other experts.




*Annex 2 to Appendix A*

**FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE  
TERMS OF REFERENCE**

**(AS SUBMITTED IN THE TECHNICAL PROPOSAL)**



not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

#### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact Mr. Philipp von Dryander in writing at this address philipp.dryander@m4health.pro or by telephone at +49 69 3487 7710 or in person at Hebelstr. 11, 60318 Frankfurt am Main; or
2. Call +49-69-3487771-0 to reach the Consultant's hotline and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to Designers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

#### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### **FOR EXPERT:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact Mr. Philipp von Dryander requesting an explanation.

Name of Expert: Pawel Neugebauer

Signature:

Date:(daymonth year): 06 February 2024



Countersignature of authorized representative of the Consultant: Mr. Stefano Ferrari  
Signature:

*Stefano Ferrari*

05/02/2024

SES Simple electronic signature  
Signed on Skihble.com



---

Date: (day month year): 06 February 2024

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM  
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND  
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

**(1) Examples of sexual exploitation and abuse include, but are not limited to:**

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

**(2) Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of an Expert or Client's Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.





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**Subject**

**Date** Frankfurt, 06.02.2024

**Contact Person**

Stefano Ferrari  
 E: [stefano.ferrari@m4health.pro](mailto:stefano.ferrari@m4health.pro)  
 T: +49 69 348 777 110

**COVENANT OF INTEGRITY**

**Date:** 30.01.2024  
**RFP No:** MEEP/CS/1.1

**To: Moldova Energy Projects Implementation Unit**

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank ("EIB") and the European Bank for Reconstruction and Development ("EBRD"), EBRD and EIB jointly hereafter the "Banks". The Banks and the Client have agreed that this tender process is governed by the European Investment Bank Guide to Procurement.

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any sub-contractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for Republican Medical Diagnostic Centre/Physiopneumology Institute (Lot 2), Cardiology Institute (Lot 3) and Psychiatry Clinical Hospital (Lot 4) (the "Contract") and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:<sup>1</sup>

Name of Recipient	Address	Reason	Amount

We declare that no affiliate of the Client is participating in our tender in any capacity whatsoever.

<sup>1</sup> If none has been paid or is to be paid, indicate "none".

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded from participation in a tendering procedure or from contract award, or otherwise have not been subject to any other enforcement action or sanction by the EU institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) on the grounds of Prohibited Conduct;
- (iv) neither we nor anyone, including any of our directors, employees, agents, joint venture partners, or subsidiaries and affiliates, as well as any sub-contractors, or suppliers or affiliates of the subcontractor or supplier, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU Sanctions<sup>2</sup> and/or UN Sanctions<sup>3</sup> and (ii) in connection with the tendering process, or in the execution or supply of any works, goods or services for the Contract, has acted or will act in contravention of EU or UN Sanctions; and
- (v) we covenant to immediately inform the Client and Banks if any instances described under Articles (i) – (iv) come to our attention after signing this Covenant of Integrity or occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i) (ii) (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure Is Required <sup>4</sup>
<hr/>	<hr/>

We acknowledge that if we are subject to an exclusion decision by EIB or we are subject to EU or UN sanctions, we will not be eligible to be awarded a contract to be financed by the EIB.

<sup>2</sup> Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 216 of the TFEU.

<sup>3</sup> Pursuant to Article 41 Chapter VII of the United Nations Charter.

<sup>4</sup> For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.



We furthermore acknowledge that we will be ineligible to be awarded an Banks-financed contract or for Banks funding if we are included on Banks' lists of persons or entities ineligible to become an Banks counterparty (as such lists may be found on Banks' websites) or we are subject to EU or UN Sanctions.

At any time following the submission of our tender, we shall grant, and shall cause our joint venture partners and consortium members, as well as our subcontractors, consultants, subconsultants, employees, agents, Designers, and any other third parties engaged or involved for any part of the Contract to permit the EIB and EBRD as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right to inspect and copy, our books and records and other documents (on any media or in any format) relating to the procurement process and execution of the Contract and to have them audited by the EIB, EBRD, the competent EU institutions or bodies, and auditors appointed by any of them. We agree to preserve all books and records and documents (on any media or in any format) related to the procurement process and execution of the Contract generally in accordance with applicable law but in any case, for at least six years from the date of tender submission and, in the event, we are awarded the Contract, at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:<sup>5</sup>

- **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **Obstructive Practice** which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (c) acts intended to impede the exercise of the Banks' contractual rights of audit or inspection or access to information.
- **Theft** which means the misappropriation of property belonging to another party;
- **Misuse of Banks resources or Banks assets** which means improper use of Banks' resources or Banks' assets, committed either knowingly or recklessly;
- **Money Laundering**<sup>6</sup>;
- **Terrorist Financing**<sup>7</sup>.

<sup>5</sup> EBRD refers to Prohibited Conduct as 'Prohibited Practices' as defined in EBRD's Enforcement Policy and Rules (<http://www.ebrd.com/integrity-and-compliance.html>). EIB's definitions of 'Prohibited Conduct' are contained within its "Anti-Fraud Policy" (<https://www.eib.org/en/publications/anti-fraud-policy>).

<sup>6</sup> Money Laundering is defined in the EIB's Anti-Fraud Policy: <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>

<sup>7</sup> Terrorist Financing is defined in the EIB's Anti-Fraud Policy: <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>





Name: Mr. Stefano Ferrari

In the Capacity of: Chief Executive Officer, management4health AG

*Stefano Ferrari*

08/02/2024

SES Simple electronic signature  
Signed on Scribble.com



Signed:

Duly authorised to sign the Proposal for and on behalf of:  
management4health AG, Sigma Engineering S.R.L, CSZ Ingenieurconsult GmbH & Co. KG

Date:06.02.2024

Notes: The original of this Covenant must be kept by the Client and made available upon request from either the EIB or EBRD.





CSZ Ingenieurconsult  
CORNELIUS - SCHWARZ - ZEITLER GmbH  
Multidisciplinary consulting engineers,  
planners and designers FIDIC  
Pfungstädter Straße 92 · 64297 Darmstadt

## COVENANT OF INTEGRITY

Date: 06.02.2024  
RFP No: MEEP/CS/1.1

Moldova Energy Projects Implementation Unit, 1  
Alec Russo Street, Block A1  
Sixteenth (16th) floor, office 163  
Chisinau, MD-2068  
Republic of Moldova

Your Ref.:  
Your Letter of:  
Our Ref.:

Contact Person: Christoph Cornelius  
Telephone: +49 6151 9415-0  
Fax: +49 6151 9415-99  
E-mail: cc@csz.de  
Date: 26.01.2024

## Covenant of Integrity

Date: 26.01.2024  
RFP No: MEEP/CS/1.1

To: *Moldova Energy Projects Implementation Unit*

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank ("EIB") and the European Bank for Reconstruction and Development ("EBRD"), EBRD and EIB jointly hereafter the "Banks". The Banks and the Client have agreed that this tender process is governed by the European Investment Bank Guide to Procurement.

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any sub-contractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for Elaboration of the detailed technical design and author supervision for energy efficient rehabilitation of Neurology and Neurosurgery Institute, Republican Medical Diagnostic Centre/Physiopneumology Institute, Cardiology Institute and Psychiatry Clinical Hospital where submit for Lot 2, Lot 3, and Lot 4 (the "Contract") and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

Page 1 of 5

Managing Partners

Registered Office

Branch Offices:

[www.csz.de](http://www.csz.de)

Dipl.-Ing. Christoph Cornelius, Dipl.-Ing. Saacha Millich, Dipl.-Ing. Frank Ottenschlager,  
Dipl.-Ing. Mike Rosch, Dipl.-Ing. Olaf Siegerts

Darmstadt – Amtsgericht Darmstadt, HRB 3235

Berlin, Calgary (CAN), Dresden, Frankfurt, Hamburg, Waldkraiburg

follow us on:

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We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: <sup>1</sup>

Name of Recipient	Address	Reason	Amount

We declare that no affiliate of the Client is participating in our tender in any capacity whatsoever.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded from participation in a tendering procedure or from contract award, or otherwise have not been subject to any other enforcement action or sanction by the EU institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) on the grounds of Prohibited Conduct;
- (iv) neither we nor anyone, including any of our directors, employees, agents, joint venture partners, or subsidiaries and affiliates, as well as any sub-contractors, or suppliers or affiliates of the subcontractor or supplier, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU Sanctions<sup>2</sup> and/or UN Sanctions<sup>3</sup> and (ii) in connection with the tendering process, or in the execution or supply of any works, goods or services for the Contract, has acted or will act in contravention of EU or UN Sanctions; and
- (v) we covenant to immediately inform the Client and Banks if any instances described under Articles (i) – (iv) come to our attention after signing this Covenant of Integrity or occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i) (ii) (iii) or (iv) in the box below.

<sup>1</sup> If none has been paid or is to be paid, indicate "none".



Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>4</sup>
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We acknowledge that if we are subject to an exclusion decision by EIB or we are subject to EU or UN sanctions, we will not be eligible to be awarded a contract to be financed by the EIB.

We furthermore acknowledge that we will be ineligible to be awarded an Banks-financed contract or for Banks funding if we are included on Banks' lists of persons or entities ineligible to become an Banks counterparty (as such lists may be found on Banks' websites) or we are subject to EU or UN Sanctions.

At any time following the submission of our tender, we shall grant, and shall cause our joint venture partners and consortium members, as well as our subcontractors, consultants, subconsultants, employees, agents, Designers, and any other third parties engaged or involved for any part of the Contract to permit the EIB and EBRD as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right to inspect and copy, our books and records and other documents (on any media or in any format) relating to the procurement process and execution of the Contract and to have them audited by the EIB, EBRD, the competent EU institutions or bodies, and auditors appointed by any of them. We agree to preserve all books and records and documents (on any media or in any format) related to the procurement process and execution of the Contract generally in accordance with applicable law but in any case, for at least six years from the date of tender submission and, in the event, we are awarded the Contract, at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:<sup>5</sup>

- **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

<sup>2</sup> Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU.

<sup>3</sup> Pursuant to Article 41 Chapter VII of the United Nations Charter.

<sup>4</sup> For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.



- **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **Obstructive Practice** which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (c) acts intended to impede the exercise of the Banks' contractual rights of audit or inspection or access to information.
- **Theft** which means the misappropriation of property belonging to another party;

<sup>6</sup> EBRD refers to Prohibited Conduct as 'Prohibited Practices' as defined in EBRD's Enforcement Policy and Rules (<http://www.ebrd.com/integrity-and-compliance.html>). EIB's definitions of 'Prohibited Conduct' are contained within its 'Anti-Fraud Policy' (<https://www.eib.org/en/publications/anti-fraud-policy>).

- **Money Laundering<sup>6</sup>;**
- **Terrorist Financing<sup>7</sup>.**

Name: Christoph Cornelius  
In the Capacity of: Managing Director

Signed:

Duly authorised to sign the Proposal for and on behalf of:  
CSZ Ingenieurconsult GmbH & Co. KG

Date: 26.01.2024

Notes: The original of this Covenant must be kept by the Client and made available upon request from either the EIB or EBRD.

## COVENANT OF INTEGRITY

Date: 06.02.2024  
RFP No: MEEP/CS/1.1

To: *Moldova Energy Projects Implementation Unit*

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank ("EIB") and the European Bank for Reconstruction and Development ("EBRD"), EBRD and EIB jointly hereafter the "Banks". The Banks and the Client have agreed that this tender process is governed by the European Investment Bank Guide to Procurement.

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any sub-contractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for Elaboration of the detailed technical design and author supervision for energy efficient rehabilitation of Neurology and Neurosurgery Institute, Republican Medical Diagnostic Centre/Physiopneumology Institute, Cardiology Institute and Psychiatry Clinical Hospital where submit for Lot 2, Lot 3, and Lot 4 (the "Contract") and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:<sup>1</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

We declare that no affiliate of the Client is participating in our tender in any capacity whatsoever.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court or sanctioned

<sup>1</sup> If none has been paid or is to be paid, indicate "none".



- by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;
  - (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded from participation in a tendering procedure or from contract award, or otherwise have not been subject to any other enforcement action or sanction by the EU institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) on the grounds of Prohibited Conduct;
  - (iv) neither we nor anyone, including any of our directors, employees, agents, joint venture partners, or subsidiaries and affiliates, as well as any sub-contractors, or suppliers or affiliates of the subcontractor or supplier, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU Sanctions<sup>2</sup> and/or UN Sanctions<sup>3</sup> and (ii) in connection with the tendering process, or in the execution or supply of any works, goods or services for the Contract, has acted or will act in contravention of EU or UN Sanctions; and
  - (v) we covenant to immediately inform the Client and Banks if any instances described under Articles (i) – (iv) come to our attention after signing this Covenant of Integrity or occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i) (ii) (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>4</sup>
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We acknowledge that if we are subject to an exclusion decision by EIB or we are subject to EU or UN sanctions, we will not be eligible to be awarded a contract to be financed by the EIB.

We furthermore acknowledge that we will be ineligible to be awarded an Banks-financed contract or for Banks funding if we are included on Banks' lists of persons or entities ineligible to become an Banks counterparty (as such lists may be found on Banks' websites) or we are subject to EU or UN Sanctions.

At any time following the submission of our tender, we shall grant, and shall cause our joint venture partners and consortium members, as well as our subcontractors, consultants,

<sup>2</sup> Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU.

<sup>3</sup> Pursuant to Article 41 Chapter VII of the United Nations Charter.

<sup>4</sup> For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.




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subconsultants, employees, agents, Designers, and any other third parties engaged or involved for any part of the Contract to permit the EIB and EBRD as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right to inspect and copy, our books and records and other documents (on any media or in any format) relating to the procurement process and execution of the Contract and to have them audited by the EIB, EBRD, the competent EU institutions or bodies, and auditors appointed by any of them. We agree to preserve all books and records and documents (on any media or in any format) related to the procurement process and execution of the Contract generally in accordance with applicable law but in any case, for at least six years from the date of tender submission and, in the event, we are awarded the Contract, at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:<sup>5</sup>

- **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **Obstructive Practice** which means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (c) acts intended to impede the exercise of the Banks' contractual rights of audit or inspection or access to information.
- **Theft** which means the misappropriation of property belonging to another party;
- **Misuse of Banks resources or Banks assets** which means improper use of Banks' resources or Banks' assets, committed either knowingly or recklessly;
- **Money Laundering**<sup>6</sup>;
- **Terrorist Financing**<sup>7</sup>.

Name: Vitalie Titei

In the Capacity of: Director of Sigma Engineering S.R.L.

<sup>5</sup> EBRD refers to Prohibited Conduct as 'Prohibited Practices' as defined in EBRD's Enforcement Policy and Rules (<http://www.ebrd.com/integrity-and-compliance.html>). EIB's definitions of 'Prohibited Conduct' are contained within its 'Anti-Fraud Policy' (<https://www.eib.org/en/publications/anti-fraud-policy>)

<sup>6</sup> Money Laundering is defined in the EIB's Anti-Fraud Policy. <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>

<sup>7</sup> Terrorist Financing is defined in the EIB's Anti-Fraud Policy. <http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>



Signed: \_\_\_\_\_



Duly authorised to sign the Proposal for  
and on behalf of: Sigma Engineering S.R.L

Date: 06.02.2024

Notes: The original of this Covenant must be kept by the Client and made available upon  
request from either the EIB or EBRD.



Moldova Energy Projects Implementation Unit  
1, Alecu Russo Street, Block A1, Sixteenth (16th)  
floor, office 163,  
Chisinau, Republic of Moldova

management4health AG  
Hebelstr. 11  
60318 Frankfurt am Main  
Germany

T: +49 - (0)69 - 348 777 1-0  
F: +49 - (0)69 - 348 777 1-99  
E: [Info@m4health.pro](mailto:Info@m4health.pro)  
I: [www.m4health.pro](http://www.m4health.pro)

Bank Account:  
Frankfurter Sparkasse  
IBAN: DE96 5005 0201 0200 5052 70  
BIC: HELADEF1822

Date Frankfurt, 06.02.2024

Contact Person  
Stefano Ferrari  
E: [stefano.ferrari@m4health.pro](mailto:stefano.ferrari@m4health.pro)  
T: +49 69 348 777 110

## Environmental and Social Covenant

We, the signed, commit that comply with – and ensuring that all of our sub-contractors comply with - all labor laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements he environment applicable in the country of implementation of the contract.

*Labour standards.* We further commit that the principles of the eight Core ILO standards<sup>1</sup> belonging to: child labor, forced labor, non-discrimination and freedom of association and the right that collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

*Workers relations.* We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to Moldova Energy Projects Implementation Unit as well as on any corrective measures periodically deemed necessary

*Occupational and Public Health, Safety and Security.* We commit to (i) comply with all applicable health and safety at work laws in the country of implementation of the contract ; (ii) developing and implementing the necessary health and safety management plans and systems, in agreement with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines he occupational safety and management systems<sup>2</sup>; (iii) providing workers employed for the project access that adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site ; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit that taking all reasonable steps that protect the environment he and off the site and that limit the nuisance that people and property resulting from pollution, noise, traffic and other outcomes of the operations. That this end, emissions, surface discharges and effluent from our

<sup>1</sup> <http://www.ilo.org/global/standards/introduction-to-international-labor-standards/conventions-and-recommendations/lang-en/index.htm>

<sup>2</sup> [http://www.ilo.org/safework/info/standards-and-instruments/WCMS\\_107727/lang-en/index.htm](http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang-en/index.htm)

activities will comply with the limits, specifications or stipulations as defined in *ESMP* and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting quarterly environment and social monitoring reports to Moldova Energy Projects Implementation Unit and (ii) complying with the measures assigned that us as set forth in the environmental permits of *ESMP* and any corrective or preventative actions set forth in the yearly environmental and social monitoring report.

We hereby declare that the environmental and social obligations as part of this contract were duly taken into account in the design documentation, which has passed the relevant examination and fully complies with Ukrainian legislation and regulations, on the basis of which the relevant tender documentation was created. We commit to (i) reassessing, in consultation with Moldova Energy Projects Implementation Unit any changes that the project design that May potentially cause negative environmental or social impacts ; (ii) providing Moldova Energy Projects Implementation Unit with a written notice and in a while manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account and (iii) in consultation with Moldova Energy Projects Implementation Unit, adjusting environmental and social monitoring and mitigation measures as necessary that assure compliance with our environmental and social obligations.

*Environmental and social staff.* We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related that the environmental and social aspects of the current contract, as well as all those of our sub-contractors.

Name: Mr. Stefano Ferrari

In the capacity of: Chief Executive Officer,  
management4health AG

Signed

Stefano Ferrari

05/02/2024

SES Simple electronic signature  
Signed on Skribble.com



Duly authorized that sign the contract for and he on behalf of:

management4health AG, Sigma Engineering S.R.L and CSZ Ingenieurconsult GmbH & Co. KG.

Date: 06.02.2024

## Environmental and Social Covenant

We, the signed, commit that comply with – and ensuring that all of our sub-contractors comply with - all labor laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements he environment applicable in the country of implementation of the contract.

*Labour standards.* We further commit that the principles of the eight Core ILO standards<sup>1</sup> belonging to: child labor, forced labor, non-discrimination and freedom of association and the right that collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

*Workers relations.* We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to Moldova Energy Projects Implementation Unit as well as on any corrective measures periodically deemed necessary

*Occupational and Public Health, Safety and Security.* We commit to (i) comply with all applicable health and safety at work laws in the country of implementation of the contract ; (ii) developing and implementing the necessary health and safety management plans and systems, in agreement with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines he occupational safety and management systems<sup>2</sup>; (iii) providing workers employed for the project access that adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site ; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit that taking all reasonable steps that protect the environment he and off the site and that limit the nuisance that people and property resulting from pollution, noise, traffic and other outcomes of the operations. That this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *ESMP* and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting quarterly environment and social monitoring reports to Moldova Energy Projects Implementation Unit and (ii) complying with the measures assigned that us as set forth in the environmental permits of ESMP

<sup>1</sup> <http://www.ilo.org/global/standards/introduction-to-international-labor-standards/conventions-and-recommendations/lang-en/index.htm>

<sup>2</sup> [http://www.ilo.org/safework/info/standards-and-instruments/WCMS\\_107727/lang-en/index.htm](http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang-en/index.htm)

A handwritten signature in blue ink, appearing to be "Stivane", is written over the company information.A handwritten signature in blue ink, appearing to be "S.", is written over the contact information.A handwritten mark or signature in blue ink is located in the bottom right corner of the page.

and any corrective or preventative actions set forth in the yearly environmental and social monitoring report.

We hereby declare that the environmental and social obligations as part of this contract were duly taken into account in the design documentation, which has passed the relevant examination and fully complies with Ukrainian legislation and regulations, on the basis of which the relevant tender documentation was created. We commit to (i) reassessing, in consultation with Moldova Energy Projects Implementation Unit any changes that the project design that May potentially cause negative environmental or social impacts ; (ii) providing Moldova Energy Projects Implementation Unit with a written notice and in a while manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account and (iii) in consultation with Moldova Energy Projects Implementation Unit, adjusting environmental and social monitoring and mitigation measures as necessary that assure compliance with our environmental and social obligations.

*Environmental and social staff.* We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related that the environmental and social aspects of the current contract, as well as all those of our sub-contractors.

Signed:



Name: Vitalie Titei

In the capacity of: Director of SIGMA ENGINEERING S.R.L.

Duly authorised to sign for and on behalf of: Sigma Engineering S.R.L

Date: 06 February 2024





CSZ Ingenieurconsult GmbH & Co. KG  
Multidisciplinary consulting engineers,  
planners and designers FIDIC  
Pfungstädter Straße 92 · 64297 Darmstadt  
Tel. +49 6151 9415-0 · Fax +49 6151 9415-99

III CSZ Pfungstädter Straße 92 64297 Darmstadt

Moldova Energy Projects Implementation Unit, 1  
Alecú Russo Street, Block A1  
Sixteenth (16th) floor, office 163  
Chisinau, MD-2068  
Republic of Moldova

Your Ref.:  
Your Letter of:  
Our Ref.:

Contact Person: Christoph Cornelius  
Telephone: +49 6151 9415-0  
Fax: +49 6151 9415-99  
E-mail: cc@csz.de  
Date: 28.01.2024

## Environmental and Social Covenant

We, the signed, commit that comply with – and ensuring that all of our sub-contractors comply with - all labor laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements he environment applicable in the country of implementation of the contract.

**Labour standards.** We further commit that the principles of the eight Core ILO standards<sup>1</sup> belonging to: child labor, forced labor, non-discrimination and freedom of association and the right that collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

**Workers relations.** We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to [insert name of the Contracting Authority] as well as on any corrective measures periodically deemed necessary

**Occupational and Public Health, Safety and Security.** We commit to (i) comply with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in agreement with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines he occupational safety and management systems<sup>2</sup>; (iii) providing workers employed for the project access that adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site ; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

<sup>1</sup> <http://www.ilo.org/global/standards/introduction-to-international-labor-standards/conventions-and-recommendations/lang-en/index.htm>

<sup>2</sup> [http://www.ilo.org/safework/info/standards-and-instruments/WCMS\\_107727/lang-en/index.htm](http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang-en/index.htm)



**Protection of the Environment.** We commit that taking all reasonable steps that protect the environment on and off the site and that limit the nuisance that people and property resulting from pollution, noise, traffic and other outcomes of the operations. That this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document]*<sup>1</sup> and the international and national legislation and regulations applicable in the country of implementation of the contract.

**Environmental and social performance.** We commit to (i) submitting *[insert periodicity as indicated in the tender documents]* environment and social monitoring reports to *[insert name of the Contracting Authority]*; and (ii) complying with the measures assigned that us as set forth in the environmental permits *[insert name of the relevant document if applicable]*<sup>4</sup> and any corrective or preventative actions set forth in the yearly environmental and social monitoring report.

We hereby declare that the environmental and social obligations as part of this contract were duly taken into account in the design documentation, which has passed the relevant examination and fully complies with Ukrainian legislation and regulations, on the basis of which the relevant tender documentation was created. We commit to (i) reassessing, in consultation with *[insert name of the Contracting Authority]*, any changes that the project design that May potentially cause negative environmental or social impacts ; (ii) providing *[insert name of the Contracting Authority]* with a written notice and in a while manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account and (iii) in consultation with *[insert name of the Contracting Authority]*, adjusting environmental and social monitoring and mitigation measures as necessary that assure compliance with our environmental and social obligations.

**Environmental and social staff.** We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related that the environmental and social aspects of the current contract, as well as all those of our sub-contractors.

Signes:

Name: Christoph Cornelius  
In the capacity of: Managing Director  
Duly authorised to sign for and on behalf of CSZ Ingenieurconsult GmbH & Co. KG  
Date: 26 January 2024

<sup>1</sup>For Instance: ESIA ( Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).  
<sup>4</sup>For Instance: ESIA ( Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).



# Service Contract

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**Project Name:** Design of Sanitary Groups for improving WASH facilities in Health Care Facilities/ National Office for Regional and Local Development (NORLD)/ Republic of Moldova: 552709 / MD-PIU-NORLD-376594-CS-CQS

**Contract Number:** 2079

**Date:** 19.02.2024

Between

## The Client

management4health AG  
Hebelstr. 11  
60318 Frankfurt am Main  
Germany

and

## The Consultant

Sigma Engineering S.R.L  
mun. Chisinau, str. Mihai Eminescu 72, et. 3, of. 304.  
Chisinau  
Republic of Moldova





# Service Contract

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This CONTRACT (hereinafter called the “Contract”) is made on the **19<sup>th</sup>** day of the month of **February** in **2024** between, on the one hand,

**management4health AG**

Represented by Mr. Stefano Ferrari

Address: Hebelstr. 11, 60318 Frankfurt am Main, Germany

(hereinafter called the “Client”)

and, on the other hand,

**Sigma Engineering S.R.L**

Represented by Mr. Vitalie Titei

Address: mun. Chisinau, str. Mihai Eminescu 72, et. 3, of. 304, Chisinau, Republic of Moldova

(hereinafter called the “Consultant”)

(the Client and the Consultant each a “Party”, together the “Parties”).

## WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) This Service Contract agreement
  - (b) The General Conditions of Contract (hereinafter called the “GCC”);
  - (c) The Special Conditions of Contract (hereinafter called the “SCC”);
  - (d) Appendices:
    - Annex 1: Terms of Reference of the Consultant
    - Annex 2: Technical Proposal and Code of Conduct and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for experts

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The SCC; the GCC, including Attachment; Appendix 1, 2, etc. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.



- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant upon acceptance of its Services in accordance with the provisions of the Contract.
  
- 3. The contract period is from **19 February 2024** (hereinafter called the “Commencement Date”) until **18 July 2024** (hereinafter called the “End Date”) and shall, unless otherwise agreed by the Parties prior to the End Date, come to an end without any notice being required with the lapse of the End Date, and covers the specified tasks and services according to **Annex 1** to this Contract.
  
- 4. The contract amount/remuneration is mentioned at **Clause SCC F1.1**.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.


For and on behalf of the Client:


For and on behalf of the Consultant:

management4health AG  
Stefano Ferrari  
CEO

Sigma Engineering S.R.L  
Vitalie Titei  
Director

.....  
Date: 19.02.2024

  
.....  
Date: 19.02.2024





# General Conditions of Contract

<b>A. General Provisions</b>	
<b>A1. Definitions</b>	
<b>A1.1</b>	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
	“ <b>Client</b> ” means the legally established entity that signs the Contract for the Services with the Consultant.
	“ <b>Project country</b> ” means the location where the contract shall be implemented.
	“ <b>Commencement Date</b> ” means the date set forth in <b>Clause 3</b> of the Contract.
	“ <b>Consultant</b> ” means a legally established professional contracting firm providing the Services under the signed Contract.
	“ <b>Contract</b> ” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
	“ <b>Day</b> ” means a calendar day unless indicated otherwise in the <b>SCC</b> .
	“ <b>End Date</b> ” means the date set forth in <b>Clause 3</b> of the Contract.
	“ <b>Force Majeure</b> ” has the meaning set forth in <b>Clause GCC B3.1</b> .
	“ <b>GCC</b> ” means General Condition of Contract
	“ <b>Party</b> ” means the Client or the Consultant, as the case may be, and “ <b>Parties</b> ” means both of them.
	“ <b>SCC</b> ” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written
	“ <b>Services</b> ” means the work to be performed by the Consultant and/or the Consultant’s personnel pursuant to this Contract, as described in <b>Annex 1</b> to this Contract.
	“ <b>Third Party</b> ” means any person or entity other than the Client or the Consultant. For the avoidance of doubt, any employees employed and/or sub-contractors contracted by the Consultant in relation to the performance of the Services shall not be treated as a Third Party subject to the Consultant’s compliance with <b>Clause GCC C</b> .
<b>A2. Relationship between the Parties, Law Governing Contract and Entire Agreement</b>	
<b>A2.1</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in the Client’s country, or in such other country as may be specified in the SCC.
<b>A2.2</b>	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any unilateral changes, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>A3. Language, Headings, Communication and Location</b>	



A3.1	This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. For the avoidance of doubt, each Party hereby represents sufficient command of the language specified in the SCC for both the conclusion of this Contract and its performance.
A3.2	The headings shall not limit, alter, or affect the meaning of this Contract.
A3.3	Any communication required or permitted to be given or made pursuant to this Contract except for notices pursuant to <b>Clause GCC B4</b> shall be in text form and in the language specified in <b>Clause SCC A3.1</b> unless other forms of communication and/or languages are required by applicable statutory law.
A3.4	A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
A3.5	The Services shall be performed at such locations as are specified in the SCC or <b>Annex 1</b> to this Contract.
<b>A4. Authorized Representatives</b>	
A4.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract shall be made in approval by the Client’s representative as specified in the <b>SCC</b> . For the avoidance of doubt, nothing in this <b>Clause A4.1</b> shall be construed in a way limiting any legal representative of the Client, corporate body of the Client and/or holder of proper power of attorney granted by any legal representative of the Client and/or corporate body of the Client to take any action required or permitted to be taken, and to execute any document required or permitted to be executed under this Contract, if and to the extent this is in line with statutory power of representation and/or the scope of any such power of attorney.
A4.2	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract shall be made in approval by the Consultant’s representative as specified in the <b>SCC</b> . For the avoidance of doubt, nothing in this <b>Clause GCC A4.2</b> shall be construed in a way limiting any legal representative of the Consultant, corporate body of the Consultant and/or holder of proper power of attorney granted by any legal representative of the Consultant and/or corporate body of the Consultant to take any action required or permitted to be taken, and to execute any document required or permitted to be executed under this Contract, if and to the extent this is in line with statutory power of representation and/or the scope of any such power of attorney.
<b>B. Commencement, Completion, Modification and Termination of Contract</b>	
<b>B1. Effectiveness of Contract, Commencement of Services</b>	
B1.1	This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services, but no earlier than the Commencement Date. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.



<p><b>B1.2</b></p>	<p>If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b>, either Party may, by not less than twenty-eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. For the avoidance of doubt and unless otherwise agreed by the Parties prior to the End Date, the Parties agree that this Contract shall come to an end without any notice being required with the lapse of the End Date.</p>
<p><b>B2. Entire agreement, Modification of Contract</b></p>	
<p><b>B2.1</b></p>	<p>This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
<p><b>B2.2</b></p>	<p>Any modification or variation of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.</p>
<p><b>B3. Force Majeure</b></p>	
<p><b>B3.1</b></p>	<p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.</p>
<p><b>B3.2</b></p>	<p>The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p><b>B3.3</b></p>	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p>



<p><b>B3.4</b></p>	<p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. For the avoidance of doubt and unless otherwise agreed by the Parties after a respective notice under this <b>Clause GCC B3.4</b>, any such extension as a result of Force Majeure shall not cause the term of this Contract to extend beyond the End Date.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> <li>i. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</li> <li>ii. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred upon the Client’s prior approval.</li> </ul>
<p><b>B3.5</b></p>	<p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to <b>Clause GCC G2.1</b>.</p>
<p><b>B4. Suspension, Termination, Cessation of Services</b></p>	
<p><b>B4.1</b></p>	<p>The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding fourteen (14) calendar days after receipt by the Consultant of such notice of suspension. For the avoidance of doubt, the Parties agree that the Client shall not be liable for any payments for such periods of suspension and, subsequently, the Consultant shall not receive any payments for such periods of suspension if and to the extent the suspension by the Client results in Services not being carried out by the Consultant for any reason other than such regulated for under <b>Clause GCC B3</b> (Force Majeure).</p>
<p><b>B4.2</b></p>	<p>The <b>Client</b> may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this <b>Clause GCC B4.2</b>. In such an occurrence the Client shall give at least forty-five (45) calendar days’ written notice of termination to the Consultant in case of the events referred to in (i) through (iv) and (vi); at least sixty (60) calendar days’ written notice in case of the event referred to in (v):</p> <ul style="list-style-type: none"> <li>i. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to <b>Clause GCC B4.1</b>;</li> <li>ii. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>iii. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to <b>Clause GCC G2.1</b>;</li> <li>iv. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> </ul>



	<ul style="list-style-type: none"> <li>v. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>vi. If the Consultant fails to confirm availability as required in <b>Clauses GCC C</b>.</li> </ul>
<b>B4.3</b>	<p>The <b>Consultant</b> may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the breach of contract terms of any of the events specified in paragraphs (i) to (iv) of this <b>Clause GCC B4.3</b>:</p> <ul style="list-style-type: none"> <li>i. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to <b>Clause GCC G2.1</b> within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</li> <li>ii. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>iii. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to <b>Clause GCC G2.1</b>.</li> <li>iv. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</li> </ul>
<b>B4.5</b>	<p><b>Cessation of Services</b></p> <p>Upon termination of this Contract by notice of either Party to the other pursuant to <b>Clauses GCC B4.3</b> and <b>GCC B4.4</b>, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
<b>B4.6</b>	<p><b>Payment upon Termination</b></p> <p>Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>i. Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to <b>Clause GCC F</b>.</li> <li>ii. In the case of termination pursuant to paragraphs (i) and (v) of <b>Clause GCC B4.2</b>, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</li> </ul>
<b>B4.7</b>	Nothing in this Clause GCC B shall be construed to limit the Parties' right to terminate this Contract for good cause.
<b>B5. Severability</b>	
<b>B5.1</b>	Should any provision of this Contract be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. In the event of an in-valid provision, the Parties shall be obliged to negotiate on a valid and reason-able substitute provision which comes as close as possible to the economic purpose the Parties had pursued with the invalid provision.
<b>C. Obligations of the Consultant</b>	
<b>C1. General</b>	



C1.1	The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests.
C1.2	The Consultant shall perform the Services as an independent contractor in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its experts and sub-consultants comply with the Applicable Law and the project implementation location regulations.
C1.3	The Client shall notify the Consultant in writing of relevant project implementation location customs and regulations, and the Consultant shall, after such notification, respect such customs and regulations.
C1.4	The Client shall notify the Consultant of relevant Client-policies that might potentially affect the Consultant’s performance of Services under this Contract and the Consultant shall, after such notification, respect such customs and regulations.
<b>C2. Liability of the Consultant and Liability Insurance</b>	
C2.1	Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.
C2.2	<p>The Consultant</p> <ul style="list-style-type: none"> <li>i. shall take out and maintain at its own cost but on terms and conditions approved by the Client, and for the period between the Commencement Date and the End Date, as well as any potential extension of this Contract’s term agreed between the Parties, insurance coverage against the risks set forth in <b>Clause SCC C2.2</b>, and</li> <li>ii. at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid, it being understood that the Client’s right to request evidence of insurance coverage from the Consultant shall extend beyond the End Date if and to the extent any claims under the insurance coverage might be asserted after the End Date.</li> </ul> <p>The Consultant shall ensure and represents that such insurance is in place prior to commencing the Services as stated in <b>Clause SCC B1.1</b>.</p>
<b>C3. Confidentiality, Proprietary Rights of the Client in Reports, Records, Equipment</b>	
C3.1	Except with the prior written consent of the Client, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant make public the recommendations formulated in the course of, or as a result of, the Services.
C3.2	All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.





C3.3	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled to take in charge the expenses related to the development of the programme(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b> .
C3.4	Any equipment or materials bought by the Consultant for the Client for the use of the project shall remain the property of the Client if included in the Contract Price pursuant to <b>Clause GCC F</b> .
C3.5	For the avoidance of doubt, any equipment or materials brought by the Consultant into the Client's country for the use either for the project or personal use shall remain the property of the Consultant concerned, as applicable.
<b>C4. Independency from Client, Usage of own Employees/Sub-Contractors, Non-Compete</b>	
C4.1	The Consultant shall render the Services as an independent contractor pursuant to this Contract free of any instructions relating to his work and/or disciplinary instructions by the Client, unless provided for in this Contract and/or due to the nature of the Services.
C4.2	<p>The Consultant shall be free to utilize own employees and/or sub-contractors when rendering the Services pursuant to this Contract. However, the Consultant remains responsible for the proper fulfillment of the Contract by such employees in relation to the Client. The Consultant undertakes to make sure and represents that each and any of his employees and/or sub-contractors utilized in the context of the Services</p> <ul style="list-style-type: none"> <li>i. possess all necessary personal and professional qualifications for the performance of the Services;</li> <li>ii. is sufficiently trained;</li> <li>iii. has the necessary language skills required for the performance of the Services;</li> <li>iv. is under a contractual obligation to treat personal data as well as business and company secrets of the Client, which might come to his knowledge in the course of the work, strictly confidential vis-à-vis third parties, and</li> <li>v. complies with any other compliance requirements applicable to the contractual relationship with the Client.</li> </ul>
C4.3	Any personnel employed and/or sub-contracted by the Consultant shall be solely subject to the Consultant's right to issue instructions relating to their work and/or disciplinary instructions, provided that the type of assignment in question does not restrict the Consultant's right to issue such instructions. The Consultant shall have sole authority over the personnel employed and/or sub-contracted. Conversely, neither the Consultant nor the personnel employed and/or sub-contracted shall be entitled to issue instructions to the employees and/or other contractors of the Client in relation to work or disciplinary matters, unless this forms integral part of the Services pursuant to this Contract.



C4.4	The Consultant shall be solely responsible for fulfilling the contractual, statutory and official obligations towards any employees employed by him. It is the exclusive responsibility of the Consultant to put in place the agreements and take the measures which regulate his relationship to any such employees he employs for the respective performance of the Services pursuant to this Contract. The Consultant undertakes to comply with any obligations incumbent upon it, as the case may be, under any statutory regulation regarding minimum wages and/or minimum working condition, in particular to pay the personnel employed at least the respective statutory minimum wage. The Consultant shall indemnify and hold harmless the Client against all claims and demands asserted against the Client due to any violation against any statutory regulation regarding minimum wages and/or minimum working condition by the Consultant. With regard to this indemnification obligation, the Consultant waives the defense of limitation.
C4.5	No contractual relationship shall be established between the personnel employed by and/or sub-contracted by the Consultant in general and/or particular in relation to the performance of the Services under this Contract and the Client and/or the Client’s contractual partners and/or customers. The personnel employed by and/or sub-contracted by the Consultant in general and/or particular in relation to the performance of the Services under this Contract shall work exclusively on the basis of the contractual arrangements concluded between them and the Consultant.
C4.6	The Consultant is at all times free to act for and on behalf of other clients. He is not subject to any non-competition clause or other restrictions in this respect. For the avoidance of doubt, the Consultant represents that any such services rendered to other clients will not have any detrimental effect on the Consultant’s ability to perform the Services pursuant to this Contract.
<b>D. Description of Services and Timeframe</b>	
D1.1	The Services to be rendered by the Consultant to the Client, including but not limited to any minimum qualification and time-input estimates to carry out the Services, are described in <b>Annex 1 and 2</b> to this Contract.
D1.2	If additional work is required beyond the scope of the Services specified in <b>Annex 1 and 2</b> to this Contract, the estimated time-input for the Consultant may be increased by agreement in writing between the Client and the Consultant.
D1.3	The deliverables specified for this Contract are described in <b>Annex 1</b> to this Contract.
D1.4	The specific schedule for the commencement of the services is specified in <b>SCC</b> .
D1.5	Unless otherwise specified in the SCC, the Consultant shall provide a signed and auditable timesheet. The timesheet shall reflect the days worked in the project. The Client may request the Consultant to use a template timesheet provided by the Client.
<b>E. Obligations of the Client</b>	
<b>E1. Assistance by the Client</b>	
E1.1	The Client shall facilitate the successful rendering of the Services by the Consultant at every stage through appropriate assistance. In particular, the Client shall provide the Consultant with the information, documents and data necessary for the proper rendering of the Services and/or achievement of deliverables specified in <b>Annex 1 and 2</b> .



<b>E2. Access to Project Site</b>	
<b>E2.1</b>	The Client warrants that the Consultant shall have, to the extent required to render the Services under this Contract, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services.
<b>E3. Payment obligation</b>	
<b>E3.1</b>	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the time spent and/or the deliverables specified in <b>Annex 1 and 2</b> and in such manner as provided by <b>Clauses GCC F</b> below.
<b>F. Payments to the Consultants</b>	
<b>F1. Contract Price</b>	
<b>F1.1</b>	The Contract price is set forth in the <b>SCC</b> .
<b>F1.2</b>	Any change to the Contract price specified in <b>Clause GCC F1.1</b> can be made only if the Parties have agreed to the revised scope of Services pursuant to <b>Clause GCC B2.2</b> and have amended in writing the Terms of Reference in <b>Annex 1</b> .
<b>F2. Taxes and Duties</b>	
<b>F2.1</b>	The Consultant is responsible for meeting any tax and/or social security liabilities (locally and in their own country) arising out of and/or in relation to the Contract.
<b>F3. Currency of payment, Fee Cap, Mode of Payment</b>	
<b>F3.1</b>	Any payment under this Contract shall be made in the currencies specified in the <b>SCC</b> .
<b>F3.2</b>	The total payments under this Contract shall not exceed the Contract price set forth in <b>Clause GCC F1.1</b> in consideration of the duration of the project set forth in <b>Clause GCC D1.4</b> .
<b>F3.3</b>	The payments under this Contract shall be made as agreed in the <b>SCC</b> .
<b>G. Settlement of Disputes</b>	
<b>G1. Modes of Settlement of Disputes</b>	
<b>G1.1</b>	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
<b>G1.2</b>	The Parties shall seek to resolve any dispute amicably by mutual consultation.
<b>G1.3</b>	If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) calendar days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC G2 shall apply.
<b>G2. Dispute resolution</b>	



<b>G2.1</b>	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the <b>SCC</b> .
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For and on behalf of the Client:

management4health AG  
Stefano Ferrari  
CEO

.....  
Date: 19.02.2024

For and on behalf of the Consultant:

Sigma Engineering S.R.L  
Vitalie Titei  
Director

*Vitalie Titei*  
.....  
Date: 19.02.2024





# Special Conditions of Contract

Clause	Amendments of, and Supplements to, Clauses in the GCC
A1.1	“ <b>Project country</b> ” shall mean <b>Republic of Moldova</b>
	“ <b>Day</b> ” shall mean <b>working day</b> .
A2.1	The Contract shall be construed in accordance with the laws of: The Federal Republic of Germany.
A3.1	The Contract language shall be English.
A3.5	The services will be performed in: <b>Republic of Moldova</b>
A4.1	The Authorized Representatives for the <b>Client</b> for this project are: <i>Technical Matters:</i> <ul style="list-style-type: none"><li>• Name: Stefano Ferrari</li><li>• Position: CEO</li><li>• Phone: +49 69 348 777 110</li><li>• Email: stefano.ferrari@m4health.pro</li></ul> <i>Contractual &amp; Administrative Matters:</i> <ul style="list-style-type: none"><li>• Name: Adarsh George</li><li>• Position: Project Manager</li><li>• Phone: +49 69 348 777 1-0</li><li>• Email: adarsh.george@m4health.pro</li></ul>
A4.2	The Authorized Representative for the <b>Consultant</b> for this project is: <ul style="list-style-type: none"><li>• Name: Vitalie Titei</li><li>• Position: Director</li><li>• Phone: +373 69 665 664</li><li>• Email: vitalie.titei@sigma.md</li></ul>
B1.1	The effectiveness conditions are the following: <b>Signature of the Contract</b> .
B2.3	Expiration of Contract: The contract duration shall be <b>from 19 February 2024 until 18 July 2024</b> unless otherwise agreed by the Parties prior to the End Date. In the case delays occur outside the control of the Client or Consultant, this contract can be extended in time by email confirmation.
B4.1	<b>Suspension:</b> The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding eight (8) working days after receipt by the Consultant of such notice of suspension.  <b>Termination:</b> At the initiative of the Client



	<p>The Client may terminate this Contract by not less than twelve (12) days' written notice of termination to the Consultant, to be given after the occurrence the following:</p> <p>(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within twenty-five (25) working days after being notified, or within any further period as the Client may have subsequently approved in writing.</p> <p>(b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</p>												
<b>C2.2</b>	Not applicable												
<b>D1.4</b>	The Consultant's total input days for this Contract will be distributed over a period of time within the contract duration referred to in clause B2.3 above depending on the achievement of the project milestones and deliverables of the Consultant, as outlined in Annex 1 ToR/Scope of Work of the Consultant. A personnel schedule as part of the Inception Report shall be submitted.												
<b>F1.1</b>	<p>The Consultant shall receive the following remuneration for the Services to be rendered:</p> <ul style="list-style-type: none"> <li>• A total maximum lumpsum amount of EUR 43,200.00, which includes all fees and travel-related expenses for the project, as per the breakdown in F3 below.</li> <li>• Reimbursable cost of a maximum amount of EUR 3,800.00, which includes the cost of the State Enterprise Service for Verification and Expertise of projects and constructions against submission of evidence for such cost.</li> </ul>												
<b>F3</b>	<p>Payments under this Contract shall be invoiced by the Consultant to the Client by means of proper and auditable invoices according to the following payment schedule:</p> <p>For each Deliverable/Service related to the Consultant's ToR/Scope of Work, the invoice shall be raised by the Consultant as shown below (refer also Annex 1), upon approval of the respective deliverables and receipt of payment from the National Office for Regional and Local Development (NORLD) by the Client. The reimbursable cost of up to EUR 3,800.00 shall be invoiced extra upon occurrence:</p> <table border="1" data-bbox="359 1438 1391 1881"> <thead> <tr> <th>Invoice No:</th> <th>Deliverable</th> <th>Timing</th> <th>Amount (in EUR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Acceptance of the Inception report</td> <td>Submission to the Client on 23 February 2024</td> <td>EUR 4,320.00</td> </tr> <tr> <td>2.</td> <td>Acceptance of Screening report</td> <td>Within two weeks of acceptance of Inception Report, latest</td> <td>EUR 8,640.00</td> </tr> </tbody> </table>	Invoice No:	Deliverable	Timing	Amount (in EUR)	1.	Acceptance of the Inception report	Submission to the Client on 23 February 2024	EUR 4,320.00	2.	Acceptance of Screening report	Within two weeks of acceptance of Inception Report, latest	EUR 8,640.00
Invoice No:	Deliverable	Timing	Amount (in EUR)										
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2.	Acceptance of Screening report	Within two weeks of acceptance of Inception Report, latest	EUR 8,640.00										



	3.	Completion of (9) Basarabasca, (10) r. Basarabasca, v. Carabetovca, (11) r. Cahul, v. Alexandru Ioan Cuza, (12) r. Cahul, v. Lebedenco and (13) r. Cahul, v. Ursoaia	Tentatively within 3 months of project start	EUR 13,262.00
	4.	Completion of (1) r. Briceni, v. Mărcăuți, (2) r. Ocnîța, v. Dîngeni, (3) r. Soroca, v. Cosăuți, (4) r. Soroca, v. Volovița, (5) r. Briceni, v. Cotiujeni, (6) r. Soroca, v. Rubelnița, (7) r. Briceni, v. Tabani, (8) r. Briceni, v. Caracușenii Vechi, (14) r. Cahul, v. Pelinei	By 11 July 2024	EUR 16,978.00
<b>F3.1</b>	The currency shall be Euro (EUR).			
<b>F3.3</b>	Payments to the Consultant shall exclusively be made to the following bank account of the Consultant: Account Holder: Sigma Engineering S.R.L Bank Name: B.C. "MAIB" S.A. IBAN/Account number: MD42AG000000022514113046 BIC/SWIFT Code: AGRNMD2X			
<b>G2.1</b>	All disputes arising out of this Contract or related to its violation, termination or nullity shall be finally settled under the Rules of <i>Arbitration and Conciliation of the International Arbitral Centre of the Swiss Federal Economic Chamber</i> in Geneva by one or more arbitrators appointed in accordance with these Rules. The place of arbitration shall be Geneva, Switzerland. The language of the proceedings shall be English.			

For and on behalf of the Client:

management4health AG  
 Stefano Ferrari  
 CEO

.....  
 Date: 19.02.2024

For and on behalf of the Consultant:

Sigma Engineering S.R.L  
 Vitalie Titei  
 Director

.....  
 Date: 19.02.2024





# Annexes

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## Annex 1 – Terms of Reference (ToR)

**Terms of Reference for  
Design of Sanitary Groups for improving WASH facilities in Health Care Facilities  
Contract Number: 2079**

### 1. Background

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#### 1.1 Project Background

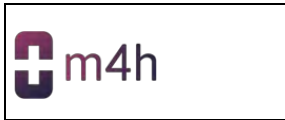
The Government of Moldova (GoM) is currently implementing a project supported by the World Bank (IDA) financing the Moldova Water Security and Sanitation Project (MWSSP). The Moldova Water Security and Sanitation Project directly supports the Government's commitment to Sustainable Development Goal No.6: to achieve universal and equitable access to safe and affordable drinking water, sanitation, and hygiene by 2030 through its Action Program and the National Water Supply and Sanitation Strategy 2014-2028.

The World Bank's Water Security Diagnostic and Future Outlook showed that there are several pressing challenges to Moldova's water security, such as (i) inequalities in access, inadequate quality of water supply in small towns and weak performance of service providers; (ii) poor environmental health and environmental pollution due to lack of sanitation and wastewater collection and treatment; (iii) weak institutions, fragmented financing streams and unresolved reform areas which hinder programmatic delivery of services.

Access in water supply and sanitation (WSS) is constrained by large coverage gaps in rural areas, compounded by income status. Compared to other countries in the Danube region, the share of population with access to basic water and sanitation services in Moldova is low. The gap between urban and rural remains one of the largest in Europe and is one of the key water security issues the country is facing. Based on JMP-data, gains were made in rural water supply access to drinking water services from piped networks, from 33 percent in 2000 to an estimate 40 percent in 2017, while urban piped service remained almost stable at 85 percent.

Household Budget Survey (HBS) (2018) data provides the picture on national access to a public piped water supply being 70 percent, with urban access at 92.4 percent and rural access at 52.2 percent. However, the water quality of rural piped system is often compromised and below drinking water quality standard. Those not served by public centralized systems rely on so-called self-supply, through private shallow wells. Around one in three people rely on self-supply for their drinking water with 80 percent of wells not compliant with drinking water norms (e.g. nitrates, e-coli). The poorest quintile of the rural population faces the largest obstacles to get connected to a public system and is least able to invest in private piped supply by wells (9 percent), with 42.2 percent of the poorest households collecting water with buckets or carts. In 2018, out of a total of 1,220 centralized water systems, 1,168 were functional, although performance data is not systematically available.





In response to these challenges, the Project Development Objective (PDO) of the MWSSP is to increase access to safely managed water supply and sanitation services in selected rural areas and towns, and to strengthen institutional capacities for water supply and sanitation service delivery. Strengthening institutional capacities for water supply and sanitation service delivery refers to both national level planning and sector development capacities, as well as to improved operational efficiency and delivery at utility level.

The Project will have four components:

**Component 1:** Increasing access to safely managed WSS services in selected rural areas and towns This component will develop new and rehabilitate existing WSS infrastructure and WASH facilities in rural areas and towns, thus expanding access and quality of services for households, businesses, and public institutions and supporting resilience. Component 1 supports climate adaptation through (a) providing reliable centralized water supply protecting vulnerable households from drought and poor water quality; (b) improving wastewater systems, sanitation, and WASH facilities, reducing environmental exposure to pathogens exacerbated by flooding, particularly in towns facing frequent flooding; and (c) ensuring climate-resilient design of all infrastructure for robust functioning under extreme weather events. It consists of two subcomponents:

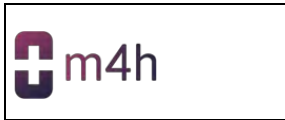
Subcomponent 1.1: Expanding access and quality of WSS services. This subcomponent will finance climate-resilient investments in towns and rural areas. This includes the following:

(a) Water supply investments: Expansion and rehabilitation of the regional water systems for water supply production and distribution, and service connections for LPAs in selected districts, including the preparation of relevant technical studies and management documents; technical supervision; and citizen engagement activities. This refers to water supply infrastructure in two preliminarily identified subprojects, that is, regional water system expansion for LPAs in Cahul District and the ATU of Gagauzia and a regional water supply system with a surface water treatment plant in Riscani District. Many LPAs, particularly in the south (Cahul) as well as in the northern part along the Prut (Riscani), face shortages of water in the summer, with shallow wells/springs posing a challenge such as in the Prut cluster villages, in the Vulcanesti town, and other villages in Cahul District.

(b) Wastewater investments: Expansion and rehabilitation of wastewater systems in selected towns, including the construction and rehabilitation of sewer networks and service connections, and the construction of new wastewater treatment plants, including the preparation of relevant technical studies and management documents; technical supervision; and citizen engagement activities. This refers to two preliminarily identified subprojects in Soroca and Comrat towns. There are areas in the Comrat town that face frequent flooding, and the Soroca town is also vulnerable directly on the right bank of the Dniester. The project will support the assessment of flood risk and impact at the household level and, in addition to ensuring resilient design of infrastructure, provide measures to reduce the impact of floods where possible.

(c) Pilot for on-site household sanitation: selected rural or peri-urban villages, will benefit from the improvement of on-site household sanitation following a demand-led approach through the provision of technical assistance, the implementation of information campaigns, and the carrying out of civil works. The pilot will be co-financed through the ADA grant. This pilot will demonstrate the use of climate-resilient low-cost technologies for rural sanitation.

Subcomponent 1.2: Improving resilient WASH facilities in public social institutions. This subcomponent will finance works, goods, consulting services, non-consulting services and training/workshops to realize climate-resilient WASH facilities in health care facilities (HCFs) and education institutions and implement hygiene education and behavior change communication program.



**Component 2:** Strengthening institutional capacity at national and local levels for WSS service delivery. This component focusses on institutional capacities of national and subnational entities and WSS operators for management, planning, regulation and reform implementation, and performance improvement of service providers for green, resilience, and inclusive service delivery. At the national level, development of plans, policies, and regulatory documents will support climate adaptation through climate-resilient planning, and at the local level, performance improvements will deliver climate benefits through reduction of NRW and improvement of energy efficiency. It consists of two subcomponents:

Subcomponent 2.1: Building national institutional capacity for WSS. This subcomponent aims to strengthen critical functions of facilitating and implementing WSS sector reform, investment planning and monitoring, and sector modernization and build capacities to this end of the assigned lead unit/entity within MIRD's structure. It finances goods, non-consulting services, consulting services, and training/workshops for activities that strengthen institutional capacities for planning, financing, economic regulation, performance monitoring, professional development, and the revision and development of new policies and normative documents.

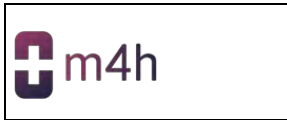
Subcomponent 2.2: Improving performance of WSS service providers. Subcomponent 2.2 will finance works, goods, consulting services, non-consulting services, and training to support the implementation of a prioritized rolling multiyear PIP of selected WSS operators involved under Subcomponent 1.1. WSS operators will carry out annual assessments on PIP implementation and KPIs, including publication of results and feedback rounds with customers. The financing for selected WSS operators will be allocated based on results. Investments and TA activities identified in the PIPs are based on utility diagnostics and include, but are not limited to, the following: improving technical and commercial operations, improving financial management (FM), HR management, and organization and strategy aspects, including improving asset management systems and inventories, energy efficiency, NRW reduction programs, water metering practices and equipment to improve climate resilience, water safety, and business continuity, and enhancing responsiveness to customers.

**Component 3:** Project management and coordination. This component will finance operational costs, consulting services, non-consulting services, goods, and training to finance the overall project management cost, including the project team at the Project Implementation Unit (PIU), implementation support consultants at the regional level within MIRD's RDAs for environmental and social standards implementation, and, at the national level, MIRD as the project implementing entity (PIE). It will finance training costs, including for capacity building in procurement, environmental, and social standards, specialized short-term implementation support consultants, financial audits, project communication and citizen consultations, and monitoring and evaluation (M&E).

**Component 4:** Contingent emergency response component (CERC). A provisional zero-amount component is included, which will allow for rapid reallocation of credit/loan proceeds from other components during an emergency under streamlined procurement and disbursement procedures. This component allows the Government to request the World Bank to recategorize and reallocate financing from other project components to cover emergency response and recovery costs.

## II. GENERAL DATA

Carrying out a detailed analysis to ensure school institutions and health care facilities with better hygiene and sanitation conditions, it should be noted that no comprehensive data is available. However, preliminary data from the Ministry of Health (MOH) indicate that at least half of rural HCFs do not have safely managed wastewater and/or drinking water supply services and do not have adequate hygiene. The government set targets for access to WASH services in educational institutions under the WHO-led "Protocol on Water and Health" and anticipated targets for WASH in HCFs in the 2023 governmental action plan.



Inadequate WSS infrastructure directly affects the accumulation of human capital, knowledge, educational outcomes and well-being. Access to improved WASH services positively affects handwashing practices that can reduce the spread of infectious diseases. Improving access to WSS supports broad economic benefits, with disproportionate benefits for the poor. Women and children are among those who benefit most from access to improved services, particularly in health centers.

In order to improve the situation described above, within the "Moldova Water Security and Sanitation Project" the „Subcomponent 1.2: Improving resilient WASH facilities in public social institutions" is to be implemented. Under this sub-component, works, goods, consultancy services, non-consultancy services and training/workshops for the realization of climate-resilient WASH facilities in HCFs and the implementation of the education communication program will be funded for hygiene and behavior change. The World Bank „Moldova Water Security and Sanitation Project" (P173076), following the priorities of the Ministry of Health, which will select the priority lists of HCFs, from subproject locations and other prioritized districts within the project will ensure the implementation of activities aimed at connecting the selected institutions to the water sources, to existing centralized water supply networks, connections to sewerage systems or the construction of on-site sanitation facilities and the construction of indoor toilets with adequate handwashing and hygiene facilities, using where appropriate, technologies with low carbon emissions. The design of WASH facilities will address the needs of girls/women (privacy, menstrual hygiene management (MHM) facilities) and be accessible to persons with disabilities.

In January 2023, the lists of institutions were presented by the Ministry of Health to be evaluated in order to identify the WASH (Water, Sanitation, and Hygiene) needs and determine the necessary investments that could be included in the project. Following the needs assessment's Ministry of Health issued a Decision no. 46-d of 30.01.2023 by which it approved 22 institutions where works will be carried out. Based on the initial assessment, the institutions were divided into three categories, as follows: (i) Major repairs of existing sanitary facilities; (ii) Cosmetic repairs of existing sanitary facilities with changing the sanitary installations; and (iii) Redesigning of existing spaces into a sanitary group.

II.1 Investment: Drawing up the Detailed Execution Design for improving WASH facilities in Health Care Facilities.

II.2 Beneficiary: National Office for Regional and Local Development (NORLD).

II.3 Location: The works that are the subject of this specification will be executed in institutions from the priority regions: Riscani; Soroca; Briceni; Ocnita; Cahul and Basarabasca (14 institutions)

## 1.2 Objectives of the Assignment and Expected Results

The objective of the assignment is to obtain the project documentation developed in accordance with the needs of each institution in order to ensure WASH facilities in selected institutions. The technical documentation provided will serve as a guide for the construction and installation of the WASH facilities, helping to ensure that the project meets the intended objectives and standards.

## 2. Specific tasks

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### 2.1 Activities

The Consultant is responsible for creating and providing comprehensive technical documentation that includes execution sketches, detailed technical specifications, estimates of required quantities, and associated costs. This documentation will be handed over to the Project Implementation Unit (PIU) upon completion.

The consulting services to be provided include the following Tasks:

Task (1): Needs Assessment

Task (2): Design Concept Development



Task (3): Space Planning and Layout Design

Task (4): Elaboration of the Bill of Quantities (BoQ) with technical description

### **Task (1): Needs Assessment**

The Design company will conduct a comprehensive assessment of existing sanitary blocks in HCF, list, to identify areas for improvement in terms of WASH components, such as water supply, sanitation systems, handwashing facilities, and overall layout.

Based on the conclusions drawn from site visits and technical evaluations of the existing situation, the Consultant will establish the requirements related to the technical documentation that needs to be developed and the approvals and initial design documents required to commence the design work (Technical expertise, Urbanism Certificate for design, health approval, topographic survey, connection approvals). All identified needs will be coordinated and approved by the PIU engineer.

### **Task (2): Design Concept Development**

The Consultant shall develop design concepts that address the identified needs, considering factors such as privacy, safety, inclusivity and hygiene.

a) Accessibility and Inclusivity: Incorporate appropriate facilities for menstrual hygiene management within the designated areas. Design the sanitary blocks to be accessible and inclusive for individuals with disabilities. Incorporate features such as ramps, grab bars, and gender-neutral facilities as per applicable guidelines.

b) Menstrual Hygiene Facilities: Designate a area within the sanitary blocks for menstrual hygiene management. Provide private and hygienic spaces for individuals to manage menstruation, including individual or shared cubicles with proper ventilation and disposal facilities. Ensure availability of clean water, soap, and menstrual hygiene products within the designated area.

c) Safety and Security: Implement appropriate security measures, such as lockable doors and proper lighting, to ensure the safety of users. Install suitable ventilation systems to maintain good air quality. Include anti-slip flooring and handrails to prevent accidents and ensure user safety.

d) Hygiene and Maintenance: Use durable and easy-to-clean materials for walls, floors, and fixtures. Ensure proper drainage systems and incorporate regular maintenance plans to keep the sanitary blocks clean, functional, and well-maintained.

e) Compliance and Regulations: Adhere to national construction rules, health and safety regulations, sanitation guidelines, and accessibility standards while designing the sanitary blocks.

### **Task (3): Space Planning and Layout Design**

The Consultant shall create detailed floor plans, including the layout and arrangement of fixtures, fittings, and equipment and engineering network plan (electricity, water, sewage, heating, and ventilation). In case of redesigning spaces, it will be necessary to create detailed floor plans with indicated dismantling/mounting walls. Ensure the gender-separate sanitary blocks for patients and medical staff, meet the specified requirements and adhere to relevant regulations.

When drawing up the Detailed Design, the following acts and normative documents in construction will be used:

- Law on the quality in construction No. 721 of 02.02.1996;
- Law on authorization of the execution of construction works No. 163 of 09.07.2010;
- NCM A. 07.02-2012 elaboration procedure, consent, approval and content-framework of the project documentation for construction
- NCM G.03.03:2015 interior networks of water and sanitation;
- NCM C.01.12:2018 civil buildings public buildings and constructions



- Other normative documents in construction.
- NCM E.03.02-2014 fire protection of buildings and installations.
- GOST 21.401-88 "System of design documentation for construction. Production technology. Basic requirements for working drawings."

#### **Task (4): Elaboration Bill of Quantities (BoQ) with technical description**

The design company shall provide a detailed Bill of Quantities (BoQ), specifying the quantities and costs of all materials, equipment, and labor required for the construction of the sanitary blocks in HCFs.

The BoQs should be prepared in accordance with national construction rules, namely CP L.01.01-2012, Forms 1, 3, 5 and 7.

#### **General requirements**

The consulting services requested for Design of Sanitary Blocks for improving WASH facilities in selected HCFs under this Contract (hereinafter referred to as "Services") will be carried out as part of the Subcomponent 1.2: Improving resilient WASH facilities in public social institutions.

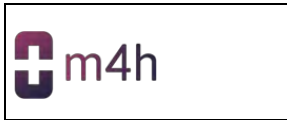
The deliverables of the Consultant will be used by the team of Moldova Water Security and Sanitation Implementation Unit (hereinafter referred to as the "PIU Engineer") for the development of the Bidding Documents for the "Construction and Renovation of sanitary blocks for improving WASH facilities in selected HCFs" and will serve as a basis for the execution of works.

The Consultant will comply with the following requirements in carrying out the services:

- (1) All measurements and results of the services shall be in SI (International System of Units).
- (2) The order of institutions for intervention mentioned by NORLID
- (3) Before starting the activities, the Consultant will submit an Inception Report within 1 week from Contract signing, drawn up in the English and Romanian languages, which will describe:
  - Work methodology;
  - Work program;
  - Staff allocation schedule.
- (4) The Consultant shall provide, and therefore include the associated costs in his Proposal: personnel, transportation and others necessary for the execution of the services.
- (5) The drawings will be prepared using the AutoCad software. The drawings and reports to be submitted by the Consultant shall be dimensioned, unless otherwise requested by the PIU Engineer. All documents and reports provided will be in the English and Romanian languages.
- (6) The progress of the executed services will be described in the form of a weekly report and sent to the designated address of the PIU Engineer by e-mail at the end of each week throughout the duration of this Contract.
- (7) All the concepts, solutions, recommendations or sketches must be presented to the PIU Engineer for approval.

## **2.2 Project Management**

The Team Leader(TL) is in charge of the technical steering of the project, whereas the Project Managers of management4health AG and Sigma Engineering S.R.L will be in charge of the administrative aspects of the project.



A precise allocation of responsibilities or specification of the tasks for the experts has to be effected in the inception phase and can be revised in the course of the project. This is subject to the consensus of the project team and has to be communicated (in writing) to m4h Head Office. This will be an essential part of the inception plan and inception report which are to be forwarded to the National Office for Regional and Local Development (NORLD), 1 week after project start. The TL is expected to keep track of any planning and execution of international and national experts' assignments.

Concerning the assignment of the international experts, the TL is in charge of:

- informing m4h Head Office in time about the needed expertise and agree with them on the time schedule (start of the mission, international expert days in Moldova and in home country)

## **2.3 Communication**

Official project correspondence like letters, memoranda, protocols, etc. have to be carefully checked prior to their distribution. Direct communication with the NORLD is subject to prior agreement with m4h Head Office, in order to ensure a common and coherent communication strategy. It is compulsory to document agreements with the NORLD and partner organization and the regional project authorities in a written form and - if possible - sign them together with the partner, to avoid possible misunderstandings.

## **2.4 Quality Management and Internal Monitoring**

In the framework of quality management and internal project monitoring, the TL ensures the internal information flow for the project between m4h Head Office in Germany and Sigma Head Office in Moldova. This implies the preparation of weekly reports including the progress of the executed services. The weekly report will be sent by m4h to the designated address of the PIU engineer by email at the end of each week throughout the duration of this Contract.

The reports should also provide an overview on the activities and results planned for the subsequent months. This work plan is supposed to define the responsibilities of the project team members. Any deviation of the ToR, activities and results or time frame which are described in the Technical Proposal of the consortium or which have been determined in the course of the inception phase, are to be briefly explained and suitable correction measures by quoting the responsible person for the implementation and time frame.

It is expected that all relevant project documents such as important minutes of meetings, information material, contracts, etc. are forwarded to m4h Head Office.

In all cases where the approval of NORLD is required on issues such as procurement, organization of site visits, the TL will provide in co-ordination with m4h Head Office the relevant documents to agree on the planning at least 2 weeks before planned action. m4h Head Office will seek the according approval of NORLD.

## **2.5 m4h Head Office**

In the framework of quality management and internal project monitoring, the responsible Project Manager (PM) ensures the internal information flow on the part of m4h Head Office to the project. The PM will enable the project to get access to any necessary documents or material required by the project, such as information material, literature, guidelines, document patterns, reports and experience of other relevant m4h projects. Coordination missions to Moldova can be effected on demand.



## 2.6 Regular Internal Meetings

Regular meetings within any project are part of m4h' quality management, guaranteeing the internal information flow within the team. If possible, every international and national project team member should participate. It is highly recommended that the major results, i.e. the activities determined, the respective responsible persons and the time frame, are written down as a summary.

In this project, regular weekly meetings will be conducted to ensure coherence and streamlining of activities against the deliverables.

## 3. Deliverables

---

During the assignment, the Consultant shall develop and submit the following deliverables:

1. Inception Report
2. Screening Report (including Needs Assessment and Design Concept Development)
3. Space Planning and Layout Design as well as BoQ with technical description for the sites
  - Completion of (9) Basarabasca, (10) r. Basarabasca, v. Carabetovca, (11) r. Cahul, v. Alexandru Ioan Cuza, (12) r. Cahul, v. Lebedenco and (13) r. Cahul, v. Ursoaia
  - Completion of (1) r. Briceni, v. Mărcăuți, (2) r. Ocnita, v. Dîngeni, (3) r. Soroaca, v. Cosăuți, (4) r. Soroaca, v. Volovița, (5) r. Briceni, v. Cotiujeni, (6) r. Soroaca, v. Rubelnița, (7) r. Briceni, v. Tabani, (8) r. Briceni, v. Caracușenii Vechi, (14) r. Cahul, v. Pelinei

Requirements for the deliverables are as follows:

1. Revised BoQs shall comprise detailed cost estimation and tender forms 1, 3, 5, 7 in excel and winsmeta/devizeonline/devize.md format.
2. Project sketch in A3 format shall comprise (but not limited to)
  - Drawings in A3 format (Cad and Pdf)
  - ACS (architecture, constructive solutions);
  - EL/FPE (electric lighting/force power equipment);
  - WSSW (water supply, sewage system – internal/external);
  - HV (Heating and Ventilation);
  - BoQs (detailed cost estimation and tender forms 1, 3, 5, 7) in excel and winsmeta/devizeonline/devize.md format, signed and stamped by the state service for verification and expertise of projects and constructions.
3. Execution project in A3 format shall comprise (but not limited to):
  - Statement Of Works (SOW)
  - Drawings in A3 format (Cad and Pdf)
  - ACS (architecture, constructive solutions);
  - EL/FPE (electric lighting/force power equipment);
  - WSSW (water supply, sewage system – internal/external);
  - HV (Heating and Ventilation);
  - GP (General Plan and land systematization);
  - OCW (Organization of the Construction Works).
  - BoQs (detailed cost estimation and tender forms 1, 3, 5, 7) in excel and winsmeta/devizeonline/devize.md format
  - Specifications (in word and excel format)
  - Approvals from all relevant authorities (Public Health Agency, Fire Department and Environmental Protection Agency)
  - All other relevant documents
  - Technical expertise of the detailed designs and Bill of Quantities by the state service for



- verification and expertise of projects and constructions
- Expense quote Form 1, 3, 5, 7 signed and stamped by the State Enterprise Service for Verification and Expertise of Projects and Constructions.
  - Inception Report: Within 1 week of the assignment commencement, the Consultant shall submit to the Client a draft Inception report.
  - The deliverables will be presented in 3 copies on paper and in electronic format (DWG, PDF, WORD).
  - Weekly Reports (1-2 pager), Template to be shared by the Client.

### Deliverables for each institution

No.	Locality	The name of the institution	Description of activities	Deliverables	Delivery time
1.	r. Briceni, s. Mărcăuți	OMF	1. Support for obtaining the urbanism certificate.	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator. 3. Verification reports for the project documentation and cost estimate.	3 months after obtaining the urbanism certificate for design
2.	r. Ocnița, s. Dîngeni	OMF	2. Presentation of the project sketch for approval by the PIU.		
3.	r. Soroca, s. Cosăuți	CS	3. Execution project for the reorganization of an existing space into a sanitary group. Compartments: <ul style="list-style-type: none"> <li>• Demolition plan;</li> <li>• Installation plan;</li> <li>• Survey plan showing the placement of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> <li>• Exterior networks (water and sewage).</li> </ul> 4. Preparation of the cost estimate and bill of quantities (Form 1, 3, 5, 7).		
4.	r. Soroca, s. Volovița	OMF	1. Support for obtaining the urbanism certificate.	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator.	3 months after obtaining the urbanism certificate for design
5.	r. Briceni, s. Cotiujeni	OMF	2. Presentation of the project sketch for approval by PIU. 3. Execution project for the repair of existing sanitary groups. Compartments: <ul style="list-style-type: none"> <li>• Demolition plan;</li> <li>• Installation plan;</li> </ul>		



No.	Locality	The name of the institution	Description of activities	Deliverables	Delivery time
			<ul style="list-style-type: none"> <li>• Survey plan showing the placement of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> <li>• Exterior networks of sewage.</li> </ul> 4. Elaboration of the cost estimate and the quantity list (Forms 1, 3, 5, 7).	3. Verification reports for the project documentation and cost estimate.	
6.	r. Soroca, s. Rubelnița	OMF	1. Support for obtaining the urbanism certificate. 2. Presentation of the project sketch for approval by PIU. 3. Execution project for the reorganization of an existing space into a sanitary group. Compartments: <ul style="list-style-type: none"> <li>• Demolition plan;</li> <li>• Installation plan;</li> <li>• Survey plan showing the placement of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> </ul> 4. Elaboration of the cost estimate and quantity list (Form 1, 3, 5, 7).	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator. 3. Verification reports for the project documentation and cost estimate.	3 months after obtaining the urbanism certificate for design
7.	r. Briceni, s. Tabani	OMF	1. Support for obtaining the urbanism certificate.	1. Execution project in A3 format, signed, stamped, and verified by SSVEPC.	3 months after obtaining the urbanism certificate for design
8.	r. Briceni, s. Caracușenii Vechi	OMF	2. Presentation of the project sketch for approval by PIU. 3. Execution project for the construction of an annex with the purpose of a sanitary group. Compartments: <ul style="list-style-type: none"> <li>• Architecture;</li> <li>• Structure;</li> <li>• Facades;</li> <li>• Demolition plan;</li> </ul>	2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by SSVEPC. 3. Verification reports for the project documentation and cost estimate.	



No.	Locality	The name of the institution	Description of activities	Deliverables	Delivery time
			<ul style="list-style-type: none"> <li>• Installation plan;</li> <li>• Survey plan with the location of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> <li>• Exterior networks (water and sewage) – up to 0.1 km.</li> </ul> <p>4. Preparation of the cost estimate and quantity list (Forms 1, 3, 5, 7).</p>	4. Topographical survey – up to 10 acres	
9.	or. Basarabasca	CS	<ol style="list-style-type: none"> <li>1. Field measurements execution.</li> <li>2. Presentation of the project sketch indicating the placement of sanitary installations and engineering networks.</li> <li>3. Preparation of the cost estimate and quantity list (Form 1, 3, 5, 7).</li> </ol>	<ol style="list-style-type: none"> <li>1. Project sketch in A3 format.</li> <li>2. Cost estimate. Forms 1, 3, 5, and 7 signed and stamped by the certified cost estimator.</li> </ol>	1 month after signing the contract
10.	r. Basarabasca, s. Carabetovca	OMF	<ol style="list-style-type: none"> <li>1. Support for obtaining the urbanism certificate.</li> <li>2. Presentation of the project sketch for approval by PIU.</li> <li>3. Execution project for the repair of existing sanitary groups. Compartments: <ul style="list-style-type: none"> <li>• Demolition plan;</li> <li>• Installation plan;</li> <li>• Survey plan showing the placement of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> <li>• Exterior networks of sewage.</li> </ul> </li> <li>4. Elaboration of the cost estimate and the quantity list (Forms 1, 3, 5, 7).</li> </ol>	<ol style="list-style-type: none"> <li>1. Execution project with all compartments included in A3 format, signed, stamped, and verified.</li> <li>2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator.</li> <li>3. Verification reports for the project documentation and cost estimate.</li> </ol>	3 months after obtaining the urbanism certificate for design
11.	r. Cahul, s. Alexandru Ioan Cuza	OMF	<ol style="list-style-type: none"> <li>1. Support for obtaining the urbanism certificate.</li> </ol>		

No.	Locality	The name of the institution	Description of activities	Deliverables	Delivery time
12.	r. Cahul, s. Lebedenco	OMF	<p>2. Presentation of the project sketch for approval by PIU.</p> <p>3. Execution project for the reorganization of an existing space into a sanitary group.</p> <p>Compartments:</p> <ul style="list-style-type: none"> <li>• Demolition plan;</li> <li>• Installation plan;</li> <li>• Survey plan showing the placement of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> </ul> <p>4. Elaboration of the cost estimate and quantity list (Form 1, 3, 5, 7).</p>	<p>1. Execution project with all compartments included in A3 format, signed, stamped, and verified.</p> <p>2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator.</p> <p>3. Verification reports for the project documentation and cost estimate.</p>	3 months after obtaining the urbanism certificate for design
13.	r. Cahul, s. Ursoaia	OMF	<p>1. Presentation of the project sketch for approval by PIU.</p> <p>2. Execution project for the repair of existing sanitary groups.</p> <p>Compartments:</p> <ul style="list-style-type: none"> <li>• Demolition plan;</li> <li>• Installation plan;</li> <li>• Survey plan showing the placement of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> </ul> <p>3. Elaboration of the cost estimate and quantity list (Form 1, 3, 5, 7).</p>	<p>1. Execution project with all compartments included in A3 format, signed, stamped, and verified.</p> <p>2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator.</p>	3 month after signing the contract
14.	r. Cahul, s. Pelinei	OMF	<p>1. Support for obtaining the urbanism certificate.</p> <p>2. Presentation of the project sketch for approval by PIU.</p> <p>3. Execution project for the construction of an annex with the purpose of a sanitary group.</p> <p>Compartments:</p> <ul style="list-style-type: none"> <li>• Architecture;</li> </ul>	<p>1. Execution project in A3 format, signed, stamped, and verified by SSVEPC.</p> <p>2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by SSVEPC.</p>	3 months after obtaining the urbanism certificate for design



No.	Locality	The name of the institution	Description of activities	Deliverables	Delivery time
			<ul style="list-style-type: none"> <li>• Structure;</li> <li>• Facades;</li> <li>• Demolition plan;</li> <li>• Installation plan;</li> <li>• Survey plan with the location of sanitary installations;</li> <li>• Interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation);</li> <li>• Exterior networks (water and sewage) – up to 0.1 km.</li> </ul> <p>4. Preparation of the cost estimate and quantity list (Forms 1, 3, 5, 7).</p>	<p>3. Verification reports for the project documentation and cost estimate.</p> <p>4. Topographical survey – up to 10 acres</p>	



For and on behalf of the Client:

management4health AG  
 Stefano Ferrari  
 CEO

For and on behalf of the Consultant:

Sigma Engineering S.R.L  
 Vitalie Titei  
 Director

.....  
 Date: 19.02.2024

  
 Date: 19.02.2024
 



# Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

## Client

World Bank

Ministry of Infrastructure  
and Regional Development  
(MIRD)

National Office for Regional  
and Local Development  
(NORLD)

## Reference Number

IDA Credit Nr. 7027\_MD

## Date

December 21, 2023

## Technical Proposal

management4health AG



Hebelstr. 11  
60318 Frankfurt am Main  
Germany

Sigma Engineering S.R.L



Str. Alba Iulia 101, of. 55  
Chisinau  
Moldova

# Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

## Technical Proposal



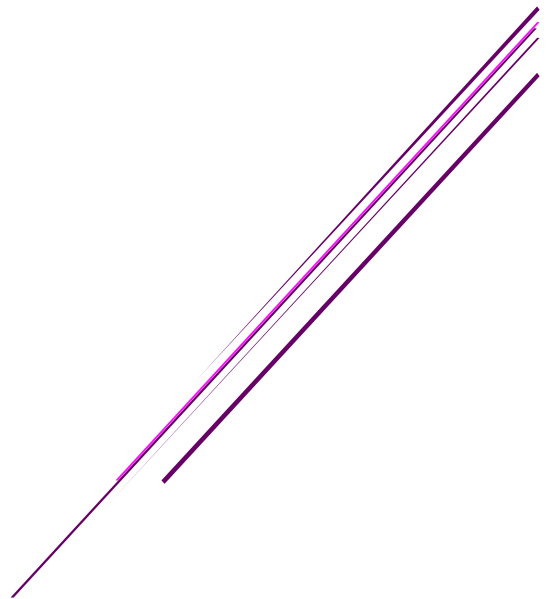
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Str. Alba Iulia 101, of. 55  
Chisinau  
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### Date

December 21, 2023



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## ABBREVIATIONS

ACS	architecture, constructive solutions
ADB	Asian Development Bank (
AFD	French Development Cooperation Agency (
BMZ	German Ministry of Economic Cooperation and Development
BoQ	Elaboration of the Bill of Quantities
CERC	Contingent emergency response component
EIB	European Investment Bank
EL/FPE	electric lighting/force power equipment
EU	Lux Development, the European Union
GIZ	German Technical Cooperation Agency
GoM	Government of Moldova
GP	General Plan and land systematization
HCF	health care facilities
HV	Heating and Ventilation
IFC	International Financing Corporation
JV	joint venture
m4h	management4health AG
MWSSP	Moldova Water Security and Sanitation Project
OCW	Organization of the Construction Works
PIU	Project Implementation Unit
QMS	quality management system
SOW	Statement Of Works
TOR	Terms of Reference
WASH)	Water, Sanitation and Hygiene
WB	World Bank
WBS	Work Breakdown Structure
WHO	World Health Organization
WSS	water supply and sanitation
MHM	menstrual hygiene management





P.I. National Office for Regional and Local Development  
(NORLD)

Moldova Water Security and Sanitation Project  
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**Subject**

**Date** Frankfurt, 21.12.2023

**Contact Person**

Stefano Ferrari  
E: [stefano.ferrari@m4health.pro](mailto:stefano.ferrari@m4health.pro)  
T: +49 69 348 777 110

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for implementation of the assignment as described in the attached Terms of Reference and in accordance with your Request for Proposal dated December 07, 2023, and our proposals. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal which has been electronically submitted separately.

Our proposals are binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely

Stefano Ferrari  
CEO  
management4health AG



Mihail CROITORU,  
Director

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Moldova Water Security and Sanitation Project  
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**Contact Person**

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T: +49 69 348 777 110

**Date** Frankfurt, 20.12.2023

## AGREEMENT TO FORM A CONSORTIUM

### Consulting Services for

### Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

To whom it may concern,

The companies management4health AG and SIGMA ENGINEERING S.R.L. hereby enter into an agreement to form a consortium cooperation for the purpose of submitting a Technical and Financial Proposal for above mentioned project.

management4health is the lead of the consortium.

Frankfurt, 20/12/2023

**Stefano Ferrari**  
CEO  
management4health AG

Chisinau, 20/12/2023

**Vitalie Titei**  
Director  
SIGMA ENGINEERING S.R.L.



## 2 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

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The Terms of Reference (/TOR) are overall clear in terms of objectives and deliverables. However, we would like to point out some elements of the TOR for comment and consideration:

1. In accordance with the provision of the law no. 163/2010 regarding construction works authorization, in case of a reconstruction or intervention in the bearing elements of the building, the Urban Certificate will be issued based on a technical assessment of the existing buildings. In the TOR was not required any input for a technical expert and we considered that there will not be required any intervention to the building's bearing elements.
2. In the TOR was not specified surface or at least capacity of the medical facilities to which interventions are required, therefore in the estimates were considered as most common 1 floor buildings with an average total surface of 300 m<sup>2</sup> for OMF and average 3 floor buildings with average total surface of 600 m<sup>2</sup> for CS.
3. In the table with the list of deliverables was provided a general scope of work, therefore in accordance with NCM A.07.02-2012 provisions, will be jointly elaborated a detailed design task (scope of work) that will be signed with the Beneficiary/Client.
4. In the TOR was mentioned only about exterior water and sewage networks, but there were not provided the connection permits and requirements to connect to existing potable water and sewerage networks. In the estimates, were included detailed design of exterior water supply and sewage networks (up to 100m each site) for Marcauti, Dingeni, Cosauti, Volovita, Cotiujeni, Tabani, Caracusenii Vechi, Carabetovca, Pelinei, according with the table provided in the Annex 1 to the TOR.
5. The TOR highlight the importance of renovating WASH installation in facilities that embody accessibility and inclusivity, menstrual hygiene, safety and security, hygiene and maintenance and comply by established regulations. We will consider all these important elements in our approach and methodology.

# 3 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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## 3.1 Project background

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The Government of Moldova (GoM) is currently implementing a project supported by the World Bank (IDA) financing the Moldova Water Security and Sanitation Project (MWSSP). The Moldova Water Security and Sanitation Project directly supports the Government's commitment to Sustainable Development Goal No.6: to achieve universal and equitable access to safe and affordable drinking Water, sanitation, and hygiene by 2030 through its Action Program and the National Water Supply and Sanitation Strategy 2014-2028.

Access to water supply and sanitation (WSS) is constrained by large coverage gaps in rural areas compounded by income status. Compared to other countries in the Danube region' the share of population with access to basic water and sanitation services in Moldova is low.

The Project will have four components:

1. Increasing access to safely managed WSS services in selected rural areas and towns.
2. Strengthening institutional capacity at national and local levels for WSS service delivery.
3. Project management and coordination.
4. Contingent emergency response component (CERC).

The current project is a sub-component of Component 1 and is titled “Improving resilient Water, Sanitation and Hygiene (WASH) facilities in public social institutions”. This subcomponent will finance works, goods, consulting services, non-consulting services and training/workshops to realize climate-resilient WASH facilities in health care facilities (HCFs) and education institutions and implement hygiene education and behaviour change communication.

The rationale behind the project is backed by the preliminary data from the Ministry of Health in Moldova that states that at least half of the rural Healthcare Facilities do not have safely managed wastewater and/or drinking water supply services and do not have adequate hygiene. Hence, the World Bank will support a set of 22 Healthcare Facilities that has been earmarked by the Ministry of Health from the subproject locations and other prioritized districts within the project will ensure the implementation of activities aimed at connecting the selected institutions to the water sources to existing centralized water supply networks, connections to sewerage systems or the construction of on-site sanitation facilities and the construction of indoor toilets with adequate handwashing and hygiene facilities, using where appropriate, technologies with low carbon emissions. The design of WASH facilities will address the needs of girls/women privacy, menstrual hygiene management (MHM) facilities) and be accessible to persons with disabilities.

The Consultant's activity will be carried out in close collaboration with and under the guidance of the delegated persons from Project Implementation Unit, under the Public Institution National Office for Regional and Local Development.

The selected Healthcare facilities are located are in the following districts:

### 1. Cahul:

- Alexandru Ioan Cuza
- Lebedenco
- Ursoaia
- Pelinei

Cahul district is located in the southern part of the Republic of Moldova. The climate is temperate continental. The region is considered the most arid and hottest in Moldova. Temperatures are 2 to 3 °C (36 to 37 °F) higher than the other regions. The amount of precipitation during the year is uneven (400 to 550 millimetres) and there are often periods of drought.

Cahul district has a hospital with 500 beds, a center of family doctors, 28 family doctors' offices, 9 health centers and 12 medical points.



Figure 1 Cahul District

### 2. Basarabeasca:

- Carabelovca

Basarabeasca is a district in the south of Moldova, with the administrative center at Basarabeasca. Temperate continental climate with an annual average district temperature +10+11 C. In July the average temperature is +23 C, and in January -3 C. The annual precipitation is 450–550 mm.

The district of Basarabeasca currently provides: a district hospital, a center of family doctors, four general health centers, an emergency medical facility, two dental surgeries, and six pharmacies.



Figure 2 Basarabeasca

### 3. Briceni:

- Caracușenii Vechi
- Cotiujeni
- Tabani
- Marcauti

Briceni is located in the extreme northwest of the Republic of Moldova. The climate is temperate with rainfall district 600–650 mm high, sometimes 800 mm and average temperature of 8 C. In summer the average temperature is 19.5 C and -5.5 C in winter. As per national average, the district has the highest annual amount of precipitation.



Figure 3 Briceni

### 4. Ocnita:

- Dîngeni

Ocnita district is located in northern Moldova and bordering the west Briceni District. Ocnita district has a temperate continental climate and the four seasons are well pronounced in winter is mild, spring – unstable and short summer – long and warm and the autumn – long and sunny. The average air temperature ranges from 7.5 to 10 °C, positive temperature recorded in 165–200 days a year. Rainfall between 370 and 560mm/year, about 10% of which falls as snow, which can melt several times during winter.

The district Ocnita has two hospitals with general fund of 200 beds, a center of family doctors in the composition of which are 20 family physician offices, six health centers, a medical point. In Health Care operates 96 doctors, 322 personal care environment, 218 and auxiliary medical personnel.



Figure 4 Ocnita

### 5. Soroca

- Cosauti
- Volovita
- Rubelnita

The climate in Soroca is temperate continental. Winter is usually mild and short with an average temperature of -5 to 6 degrees Celsius. Summer is long and warm with an average temperature of 20 to 21 degrees Celsius. The average annual rainfall is 485 mm.

Soroca has a general hospital with about 375 beds. It is complemented by general practitioners, health centres and specialists.



Figure 5 Soroca

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## 3.2 Main objectives of the assignment

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The objective of the assignment is to obtain the project documentation developed in accordance with the needs of each institution in order to ensure WASH facilities in selected institutions. The technical documentation provided will serve as a guide to the Engineer Project Implementation Unit (PIU) for the tendering, construction and installation of the WASH facilities, helping to ensure that the project meets the intended objectives and standards.

The current project titled “Improving resilient WASH facilities in public social institutions” is a sub-component of one of the principal components of the project titled “Improving resilient WASH facilities in public social institutions”. According to Decision no. 46-d of 30.01.2023, the Ministry of Health approved 22 institutions where works are to be carried out. Based on the initial assessment, the institutions were divided into three categories, as follows:

- Major repairs of existing sanitary facilities.
- Cosmetic repairs of existing sanitary facilities with changing the sanitary installations.
- Redesigning of existing spaces into a sanitary group.

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## 3.3 Scope of Work

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The Consultant is responsible for creating and providing comprehensive technical documentation that includes execution sketches, detailed technical specifications, estimates of required quantities, and associated costs for verification/endorsement of design package. This documentation will be handed over to the PIU upon completion.

The consulting services to be provided include the following Tasks:

- **Task (1): Needs Assessment**
  - Conduct a comprehensive assessment of existing sanitary blocks in HCF to identify areas for improvement in terms of WASH components, such as water supply, sanitation systems, handwashing facilities, and overall layout.
  - Establish the requirements related to the technical documentation that needs to be developed and the approvals and initial design documents required to commence the design work including the technical expertise, Urbanism Certificate for design, health approval, topographic survey, connection approvals.
  - Liaise with the PIU engineer who assesses the identified needs for coordinated and approval.
- **Task (2): Design Concept Development**
  - Develop design concepts that address the identified needs, considering factors to ensure that the facilities embody accessibility and inclusivity, menstrual hygiene, safety and security, hygiene and maintenance and comply by regulations.
- **Task (3): Space Planning and Layout Design**
  - Develop detailed floor plans including the layout and arrangement of fixtures, fittings, and equipment and engineering network plan (electricity, water, sewage, heating and ventilation).
  - Develop detailed floor plans with indicated dismantling/mounting non-bearing walls when redesigning spaces.
  - Ensure the gender-separate sanitary blocks for patients and medical staff, that adhere by the specified requirements and relevant regulations.

- **Task (4): Elaboration of the Bill of Quantities (BoQ) with technical description**
  - Provision of a detailed Bill of Quantities (BoQ) according to the national construction rules, namely CP L.01.01-2012, Forms 1, 3, 5 and 7, specifying the quantities and costs of all materials, equipment, and labour required for the construction of the sanitary blocks in HCFs.

### 3.4 Deliverables and Timings

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The deliverables to be attained by the Consultant has been listed out both on a whole project level and on a specific facility level.

The draft Inception Report will be provided within 1 week of the assignment commencement and the deliverables will be presented in 3 copies on paper and in electronic format (DWG, PDF, WORD).

On a whole project approach the deliverables are:

- Revised BoQs shall comprise detailed cost estimation and tender forms 1, 3, 5, 7 in excel and winsmeta/devizeonline/devize.md format.
- Project sketch in A3 format (CAD and PDF) comprising:
  - ACS (architecture, constructive solutions);
  - EL/FPE (electric lighting/force power equipment);
  - WSSW (water supply, sewage system – internal/external);
  - HV (Heating and Ventilation);
  - BoQs (detailed cost estimation and tender forms 1, 3, 5, 7) in excel and winsmeta/devizeonline/devize.md format, signed and stamped by the state service for verification and expertise of projects and constructions.
- Execution project in A3 format comprising:
  - Statement Of Works (SOW)
  - Drawings in A3 format (CAD and PDF):
    - ACS (architecture, constructive solutions);
    - EL/FPE (electric lighting/force power equipment);
    - WSSW (water supply, sewage system – internal/external);
    - HV (Heating and Ventilation);
    - GP (General Plan and land systematization);
    - OCW (Organization of the Construction Works).
  - BoQs (detailed cost estimation and tender forms 1, 3, 5, 7) in excel and winsmeta/devizeonline/devize.md format.
  - Technical Specifications (in word and excel format)
  - Approvals from all relevant authorities
  - All other relevant documents
  - Technical expertise of the detailed designs and Bill of Quantities by the state service for verification and expertise of projects and constructions
  - Expense quote Form 1, 3, 5, 7 signed and stamped by the State Enterprise Service for Verification and Expertise of Projects and Constructions.

The deliverables on a specific Healthcare Facility (HCF) level are mentioned in the table below:



Moldova – World Bank – Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

No.	Locality	The name of the institution	Deliverables	Delivery time
1.	r. Briceni, s. Mărcăuți	OMF	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator. 3. Verification reports for the project documentation and cost estimate.	3 months after obtaining the urbanism certificate for design
2.	r. Ocnița, s. Dîngeni	OMF		
3.	r. Soroca, s. Cosăuți	CS		
4.	r. Soroca, s. Volovița	OMF	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator. 3. Verification reports for the project documentation and cost estimate.	3 months after obtaining the urbanism certificate for design
5.	r. Briceni, s. Cotiujeni	OMF		
6.	r. Soroca, s. Rubelnița	OMF	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator. 3. Verification reports for the project documentation and cost estimate.	3 months after obtaining the urbanism certificate for design
7.	r. Briceni, s. Tabani	OMF	1. Execution project in A3 format, signed, stamped, and verified by SSVEPC.	3 months after obtaining the urbanism certificate for design
8.	r. Briceni, s. Caracușenii Vechi	OMF	2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by SSVEPC. 3. Verification reports for the project documentation and cost estimate. 4. Topographical survey – up to 10 acres	
9.	or. Basarabeasca	CS	1. Project sketch in A3 format. 2. Cost estimate. Forms 1, 3, 5, and 7 signed and stamped by the certified cost estimator.	1 month after signing the contract
10.	r. Basarabeasca, s. Carabetovca	OMF	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator. 3. Verification reports for the project documentation and cost estimate.	3 months after obtaining the urbanism certificate for design
11.	r. Cahul, s. Alexandru Ioan Cuza	OMF	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator. 3. Verification reports for the project documentation and cost estimate.	3 months after obtaining the urbanism certificate for design
12.	r. Cahul, s. Lebedenco	OMF		
13.	r. Cahul, s. Ursoaia	OMF	1. Execution project with all compartments included in A3 format, signed, stamped, and verified. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator.	3 month after signing the contract
14.	r. Cahul, s. Pelinei	OMF	1. Execution project in A3 format, signed, stamped, and verified by SSVEPC. 2. Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by SSVEPC. 3. Verification reports for the project documentation and cost estimate. 4. Topographical survey – up to 10 acres	3 months after obtaining the urbanism certificate for design

Table 1 Deliverables per HCF

## 3.5 Technical Approach and Methodology

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management4health (m4h) AG and Sigma Engineering S.R.L join hands for this assignment to form a joint venture (JV), bringing together a wealth of experience both in hospital design and construction, as well as in water, hygiene and sanitation. While m4h brings international flair to the consortium, Sigma S.R.L brings in the vital local experience and know-how having worked extensively in Moldova.

The Consultant (the JV) offers the right combination of skills and expertise for successful completion of this assignment. Building upon the experience matured over similar assignments and in alignment with best practices in the field of development assistance and investments in the water, sanitation and hygiene (WASH) sector, the consultant has identified a series of guiding principles that can contribute to the smooth implementation of project activities and the achievement of expected results within the foreseen timeframe. Such principles will be mainstreamed across project components, activities, and tasks, thus underpinning any action undertaken. These also reflect the Consultant's understanding that the design of the sanitary blocks in the selected healthcare facilities in the districts of Cahul, Basarabasca, Briceni, Ocnita and Soroca is the priority project on the national level in the Republic of Moldova.

The Consultant will closely cooperate with the Client during preparation of the design drawings providing advice and/or promptly response to Client's remarks. For the purpose of timely completion of the assignment, the Consultant will cooperate with other teams preparing design documentation that will be basis for implementation of the task.

The Consultant has been operating in Moldova for several years, as well as other neighboring countries in the region. The complete team of competent professionals, including International and National Key Experts as well as International Non-key Experts, is ready and available for the commencement of the project related activities.

Description and methodological approach envisaged by the Consultant to achieve the expected results and ensuing deliverables through a series of inputs and activities, is presented hereinafter.

### Deliverable 1 – Revised Bill of Quantities

The approach for creating the Bill of Quantities (BoQ) and a revised Bill of Quantities would be systematic in nature in order to accurately list and quantify all the materials, equipment, and expert inputs required to provide the required deliverables.

The systematic approach would follow the following steps:

1. **Standardization**

While creating and revising the BoQ, we will ensure that standard formats and conventions are followed. This includes using standard measurement units, clear descriptions, and a consistent layout that is in line with industry norm and national guidelines.

2. **Work Breakdown Structure (WBS)**

A detailed Work Breakdown Structure that breaks down the project activities in each healthcare facility into smaller, manageable sections will be developed. This will help in organizing and categorizing the items in the BoQ according to the different elements of the project such as Execution project for the reorganization of an existing space into a sanitary group, interior engineering networks (cold/hot water, sewage, electricity, heating, and ventilation), exterior networks (water and sewage).

### 3. **Quantity Takeoff**

A thorough quantity takeoff will be performed for each item in the BoQ. This involves quantifying the materials, labor, and equipment required for each element of the project based on the design drawings and specifications.

### 4. **Unit Rate Analysis**

Once the quantities are determined, we will conduct unit rate analysis for each item in the BoQ. This involves estimating the unit cost of materials, labor, and equipment based on current market rates, productivity rates, and any other project-specific factors based on realistic, current market prices and industry standards.

### 5. **Pricing**

The total cost for each item will be calculated by multiplying the unit rates by the quantities. This will provide a detailed cost estimate for the entire project.

### 6. **Specifications and Standards**

We will ensure that all items in the BoQ are in line with project specifications and industry standards. This includes specifying the quality, grade, and standards of materials to be used in the project.

### 7. **Review and Validation**

Once the initial BoQ is prepared, it will be reviewed by our experienced quantity surveyors, estimators, and international non-key experts to ensure accuracy and completeness. Our combined international and national expertise in similar projects will ensure that the BoQ meet with industry benchmarks to help ensure reliability.

### 8. **Software Utilization**

Specialized software tools will be used for creating and managing BoQs in accordance with local regulation and practices.

## **Deliverable 2 – Project sketch in A3 format (CAD and PDF)**

The systematic approach would follow the following steps:

#### 1. **Site Analysis and Context**

A site analysis of the project site and its surrounding context will be carried out. This analysis will consider factors such as topography, climate, natural lighting, existing infrastructure and environmental considerations.

#### 2. **Conceptual Sketching**

The design process will kickstart with the creation of conceptual sketches that explore various architectural forms, spatial relationships, and constructive solutions.

#### 3. **Functional Planning and Space Programming**

Initial space programming and functional layouts based on the project requirements will be developed by considering the spatial relationships, circulation, zoning, and functional efficiency within the proposed/existing sanitary block to ensure that the design meets the intended functional objectives of the Client. During functional planning will be considered provisions of Government Decision no. 663/2010 regarding sanitary and hygiene requirements for medical facilities.

#### 4. **Materiality and Constructability**

The durability, sustainability, and maintenance aspects of the chosen materials and construction methods will be analyzed with the pooled expertise of the experts.

#### 5. **Integration of Infrastructure Systems**

The integration of infrastructure systems such as mechanical, electrical, plumbing, and other building services related to the conceptualization of sanitary block in the healthcare facility (HCF) will be considered early in the design process. Optimization of functionality, energy efficiency, and environmental sustainability will be the cornerstone of any approach that we consider.

#### 6. **Design Development**

If required, the initial design sketches will be refined based on feedback, functional considerations, constructability, and technical requirements.

#### 7. **Sustainability and Environmental Considerations**

Sustainable design principles from the outset, considering energy efficiency, passive design strategies, renewable materials, water management, and other environmentally conscious design elements within the sketches and design solutions will be integrated.

#### 8. **Regulatory Compliance**

With the backing of our considerable national experience in similar WASH projects and hospital design across the world, the design sketches shall comply with all regulatory requirements, building codes, zoning regulations, and other legal constraints applicable to the project location.

### **On a more micro design approach, the following aspects will be considered while designing electric, lighting, and power equipment:**

- **Electrical Load Calculations:** The total electrical load requirements for the project infrastructure, including power needs for equipment, machinery, lighting, HVAC systems, and other electrical installations. This will help determine the capacity and distribution of the electrical system.
- **Functional Lighting Design:** An initial lighting design concept that addresses the functional requirements of different spaces within the sanitary blocks will be developed while also considering factors such as task lighting, ambient lighting, accent lighting, and daylight integration which would be vital to create an efficient and comfortable lighting environment.
- **Energy Efficiency and Sustainability:** Energy-efficient lighting fixtures, controls, and power equipment that align with sustainability goals will be considered to minimize energy consumption and reduce environmental impact.

### **The following additional aspects will be considered while designing both external and internal water supply and sewage systems:**

- **Water Demand Estimation:** The expected water demand in the sanitary blocks within each specific healthcare facility will be estimated after taking into account factors such as inpatient and outpatient flow.
- **Water Distribution System Design:** An initial design concept for the water distribution system, including the layout of pipes, valves, and pressure regulation devices will be made by considering factors such as hydraulic calculations, pipe materials, and demand-driven design to ensure efficient water distribution.
- **Sewage Collection and Treatment:** The sewage collection system, including the layout of gravity sewers will be considered to ensure compliance with safety and environmental standards.

- **Public Health Considerations:** Incorporate measures to protect public health, including back-flow prevention devices, cross-connection controls, and proper system disinfection protocols for the water supply system to the extent foreseen in the scope of work. For the sewage system, consider odor control, ventilation, and safety measures at treatment facilities.

**The following additional aspects will be considered while designing design sketches for heating and ventilation systems:**

- **Load Calculation and Energy Analysis:** A detailed heating and cooling load calculation to determine the amount of heating and ventilation required to maintain comfort conditions within the sanitary blocks.
- **Thermal Comfort Assessment:** We will consider factors such as humidity control, air movement, temperature uniformity, and occupant preferences to ensure that the heating and ventilation systems provide a comfortable indoor environment for building occupants.
- **Fire and Life Safety Considerations:** Fire and life safety measures, such as smoke control systems, emergency ventilation, and combustible materials handling, will be incorporated in to the design to ensure the safety of occupants in the event of a fire or other emergency situations.

### **Deliverable 3 – Execution Project in A3 format**

The systematic approach would follow the following steps:

#### **1. Statement of Works (SOW)**

The SOW will include the following:

- A detailed definition of the scope of work detailing the tasks, activities, and processes that need to be carried out to accomplish the project objectives will be developed.
- The key milestones and their associated timelines mentioning all the deadlines will be provided.
- The resources required for the project, including human resources, materials, equipment, and any other necessary resources will be stated.
- The quality standards that the deliverables abide by to meet and specify the acceptance criteria for each deliverable will be presented.
- Potential risks that could impact the project and describe the strategies for mitigating or managing these risks. This could include financial risks, technological risks, or any other relevant factors.
- Change Control Procedures will be included that describes the process for handling changes to the project scope, deliverables, or other aspects of the project.

#### **2. Drawings in A3 format (CAD and PDF)**

- ACS (architecture, constructive solutions);
- EL/FPE (electric lighting/force power equipment);
- WSSW (water supply, sewage system – internal/external);
- HV (Heating and Ventilation)
- GP (General Plan and land systematization)

*The design approaches for the ACS, EL/FPE, WSSW, HV and GP has been described in the sections above.*

- OCW (Organization of the Construction Works).

**In addition, the following additional aspects will be part of the approach for OCW (Organization of the Construction Works)**

**Construction Methodology Selection** will be given high priority by considering appropriate construction methodologies, and factors such as site conditions, project complexity, environmental impact, safety requirements, and efficiency. We will consider evaluating traditional construction methods, modular construction, prefabrication, or innovative construction techniques to optimize project delivery.

**Site Logistics Planning** will include developing a logistics plan that considers site access, material delivery, storage areas, laydown yards, equipment staging, and temporary infrastructure requirements.

**Construction Phasing and Sequencing** strategy will be provided to create a phasing and sequencing plan that outlines the logical progression of construction activities, considering dependencies, critical paths, and potential resource constraints.

3. **BoQs** with detailed cost estimation and tender forms 1, 3, 5, 7 will be provided in winsmeta format.
4. **Specifications** will be provided in word and excel format
5. **Approvals from all relevant authorities** (Public Health Agency, Fire Department and Environmental Protection Agency) will be gathered.
6. **All other relevant documents** will be made available.
7. **Technical expertise (verification/endorsement)** of the detailed designs and Bill of Quantities by the state service for verification and expertise of projects and constructions will be provided.
8. **Expense quote Form 1, 3, 5, 7 signed and stamped** by the State Enterprise Service for Verification and Expertise of Projects and Constructions will be provided.

However, to be noted that the **costs of such Expertise are not included in our calculations and will need to be reimbursed separately by the Client.**

### **3.6 Organization and presentation of the Team**

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management4health (m4h) AG and Sigma Engineering S.R.L join hands for this assignment to form a joint venture (JV), bringing together a wealth of experience both in hospital design and construction, as well as in water, hygiene and sanitation. While m4h brings international flair to the consortium, Sigma S.R.L brings in the vital local experience and know-how having worked extensively in Moldova.

management4health AG and Sigma Engineering S.R.L have more than 15 years of combined experience in working in Moldova and neighbouring countries including Romania, Ukraine, Serbia, Croatia and Kosovo, on developing WASH facilities and masterplan for hospital at health facility level, at regional and national level.

### 3.6.1 management4health AG



management4health AG (m4h) is a global health consulting firm based in Frankfurt, Germany, with in-house expertise working in close collaboration with an extensive global network of specialized experts to design, implement, monitor and evaluate healthcare projects and programs in developing and transition countries.

Created in 2012, m4h is owned by 23 Associate Partners and healthcare professionals represented in the General Assembly. A Supervisory Board constituted by six members is mandated for strategic and governance matters, to which the company Chief Executive Officers reports on company management and performance.

We have planned and implemented projects in over 50 countries and have been contracted for over 150 projects by development partners including the World Bank (WB) and the International Financing Corporation (IFC), the Global Fund, the European Investment Bank (EIB), Lux Development, the European Union (EU), the Asian Development Bank (ADB), the French Development Cooperation Agency (AFD) and the World Health Organization (WHO). m4h has worked extensively on projects with the German Ministry of Economic Cooperation and Development (BMZ) as well as the German Ministry of Foreign Affairs through both the KfW Development Bank and the German Technical Cooperation Agency (GIZ).

Our model is based on in-house technical expertise and innovation, professional content management and process management. While most consulting firms outsource technical expertise needed to plan and implement projects, which can lead to quality variation, lack of institutional knowledge and neglect of standard operating procedures, m4h has established a different way of doing business. We have the technical expertise in-house and a global network of experts cooperating in a result-oriented manner, exhibiting flexibility and innovative approaches in problem formulation, and troubleshooting to implement high-quality projects.

We constructed our model on the basis that subject matter expertise, quality assurance, country expertise, and project management are vital qualifications of our in-house knowledge and capabilities among our key shareholders (23 in-house Associate Partners), our experts (part of a large global m4h network), and our 28 staff members at the headquarters.

m4h was founded on the principle that the path to widespread access and reform in healthcare is through comprehensive systematic improvements. Our scope of service encompasses the 4 H's' in management4health: Health and Social Infrastructure, Health Services, Health Systems, and Health Information and Research including e-Health. Through these four areas, we strive to provide full service, cross-discipline healthcare planning and execution. While we can provide these services independently, we prefer to leverage all aspects of our healthcare expertise to provide the greatest value to its clients. Together, these four areas enhance systemwide resources, access, and operations.

We work further on cross-cutting topics such as education, in close collaboration with our sister company management4education and on environmental topics as well.

### 3.6.2 Sigma Engineering S.R.L



Sigma Engineering S.R.L is a national and international engineering company based in Moldova, which specializes in providing services for the Public Infrastructure Projects, as well as for Private Sector Projects.

The expertise of our core team with Public Infrastructure Projects is covering more than 10 countries. Given that such Projects have Contracts with specific requirements towards the Construction and the Consulting Companies, our main goal is to provide professional engineering and

consulting services in accordance with the Contracts provisions, as well as to direct and educate the local partner firms in following the Contracts requirements for the job implementation procedures and the elaboration of documentation.

Our core team, which includes experts from Italy, Austria, Moldova and Romania has a great experience in Consulting and Managing International Contracts, such as FIDIC Contracts and World Bank Contracts. We have expertise in such Project as: Urban Planning, Residential and Industrial Buildings & Structures, Hydro-technical and Water Management Project and Roads Infrastructure Projects. We employ the latest technology and the most advanced software solutions to optimize the work procedures and to facilitate the sharing of information between the involved parties.

We provide all of our services in three languages that is English, Romanian and Russian. Communication is also available in Italian and French. We are constantly updating the work methodologies to integrate state of the art techniques and software solutions which includes building information modeling and database-oriented project management solution to enhance productivity, improve collaboration and limit the number of potential requests for information. We make professional reports that include very accurate information, clean design, meaningful content and suitable style enhancements to deliver regular, comprehensive updates to all the stakeholders. We guarantee full transparency, comply with on-demand audits and have established an advanced management information systems.

Our core areas of expertise are the following:

- **Engineering:**

Our Engineering Services range from Works Supervision and Independent Engineering Expertise to SCADA System Implementation and Training on Capacity Building.

- **Design:**

We offer Full Design Solution for the projects of any complexity, fully compliant to the local law and standards. We also offer services for adapting existing projects to be compliant with European Codes.

- **Consulting:**

We offer Consulting Services for a large range of construction projects. From Feasibility Studies to Building Information Modeling and Technical Audits.

Having presented our core areas of expertise, below is presented the scope of services within the core areas of expertise:

**Engineering:**

- **Independent Engineering Expertise covering all construction and infrastructure projects.**
- **Building Information Modeling**
- Introduction of new technologies, equipment and materials into work

**Design:**

- Urban Planning
- Residential, Industrial and Agricultural Buildings & Structures
- **Hydro-technical and Water Management Systems**
- Roads Infrastructure

**Consulting:**



- International and Local Projects Consulting, Engineering, Management
- **Elaboration of pre-feasibility and feasibility studies**
- Action plans for public services modernization
- **Works supervision**
- Technical Audit, Energetic Audit, Management and Financial Audit
- **Environmental and Social Impact Assessment**
- **Risk analysis and mitigation plans**

### 3.7 Backstopping

Backstopping support, provided by the backstopping team, will entail the following elements:

Table 2 Backstopping services

Service	Description
<b>Financial management</b>	Management of all financial transactions (accounting, invoicing) under the FWC (related to Client, experts); management of expenditures and costs of the overall FWC and assignments.
<b>Administrative &amp; logistics support</b>	Provision of secretariat support; edition and submission of deliverables and reports (formatting, proof reading, editing, etc.); organisation of field missions (procedure for obtaining visas, flight and hotel reservations, etc.); provision of logistic support (organisation and management of assignment activities and meetings, provision of equipment and consumables, etc.).
<b>Technical back-stopping</b>	Process-based technical-conceptual management of the consultancy inputs; steering the experts; provision of technical advice and guidance; mobilization of in-house expertise, etc.
<b>Monitoring &amp; evaluation</b>	Elaboration and use of a result-oriented M&E system to monitor experts' and assignments performance (M&E dashboard covering activities and TA); monitoring assignment situation and risks and managing them.
<b>Quality assurance</b>	Elaboration of quality assurance tools and procedures; Ensuring compliance with reporting requirements; revision of all deliverables and rewriting if necessary; control application of procedures and rules.
<b>Knowledge generation and sharing</b>	Set-up and use of the knowledge generation and sharing system (digital platform and specific activities), including capitalization on the lessons learned to enhance their local use.
<b>IT support</b>	Provision of IT support to the experts whenever needed.

Our Consortium has appointed inhouse subject matter experts to comprise the backstopping team who can provide the project team with technical advice, elements of comparison, and good practices in the areas of the project. This 'technical' resource also makes it possible to monitor the results obtained and to ensure the technical quality of the reports.

m4h's Quality Management System (QMS) fulfils the requirements stated in the ISO 9001:2000. Thus it is implemented in accordance with the ISO 9001:2000 and it was renewed in 2021. The m4h QMS is described in a Quality Manual, which is regularly reviewed and updated. The Quality Manual determines the basis and framework of the detailed internal requirements and rules of quality management.

We tailor a quality assurance plan for each project It will also provide guidance on finance and claims for the provision of logistics and other material resources. We show below other additional items contained in the m4h quality assurance toolbox, which could be adapted according to need.

<b>m4h quality assurance tool box</b>	
<ul style="list-style-type: none"> <li>• Checklist of Project Implementation Documents</li> <li>• Change Request Management</li> <li>• Guideline for TL Mobilisation and kick off</li> <li>• Guideline for Project Implementation</li> <li>• Communication Guidelines</li> <li>• Stakeholder Communication Template</li> <li>• Checklist Project Preparation and Start-up</li> <li>• Template project performance evaluation (QA Tool)</li> </ul>	<ul style="list-style-type: none"> <li>• Checklist for project completion and handover</li> <li>• Project Output Plan</li> <li>• Checklist Workshop Organisation</li> <li>• Template Mission Report</li> <li>• Project Work schedule Template</li> <li>• Risk Planning and Management Tool</li> <li>• Project Financial Controlling Tool</li> </ul>

The quality management of m4h is oriented towards processes and is aimed at continuous improvement. Central to our quality assurance is the appraisal of how practical our quality controls and mechanisms were when applied and how effective the processes were in facilitating the delivery of intended results. We therefore take the time to reflect and document quality-related issues and institute where needed

process modification or procedural adjustments after deliberations with the project team. For this contract, we will make use of the bi-weekly technical meetings to check on needed adjustments in the Quality Control manual in case they can correct or mitigate deviations in the production of deliverables. We will also suggest corrective measures in processes to resolve emerging issues with staffing, workload and logistics. Considering the size of the team, we will embed process improvement discussions in the meetings so that it becomes mainstreamed without necessitating additional time and resources.

In our quality management system (QMS), special emphasis will be given to quality assurance of draft reports prior to the submission of the final reports. Our proposed team has the required capacity for language skills and ease of expression to ensure high quality deliverables. The checking of documents shall be an independent activity to be planned and carried out like all other activities of the assignment. The expert will conduct a critical check of his or her own work, self-check. After the self-check, the work is then referred to the m4h team leader for verification. The extent of verification varies with the type of work but is always an important independent activity. Procedures regulate where the verification is to take place and how it is to be documented.

### 3.8 Team Composition and Task Assignment

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
<b>Key Experts</b>				
Vitalie Titei	SIGMA Engineering	Structural, civil, water supply and sanitation engineering	Lead Design and Structural Engineer – Certified Designer in Category 4a	Organize design team and represent it in front of the Client. Develop structural detailed design drawings in accordance with local, norms, standards and regulations.
Irina Maico	SIGMA Engineering	Senior water supply and sewerage engineer	Water Supply and Sanitation Engineer – Certified Designer in Category 5a, 5b	Develop detailed design drawings of water supply and sanitation systems in accordance with local, norms, standards and regulations.
Alexandru Ceban	SIGMA Engineering	Architecture	Architect – Certified Designer in Category 3a	Perform site measurements, develop concept design, namely general layout and architectural part.
Elena Slepac	SIGMA Engineering	Heating, ventilation and air conditioning engineering	HVAC Design Engineer – Certified Design Engineer in Category 8a	Develop HVAC detailed design drawings in accordance with local, norms, standards and regulations.
Alexandr Podorvaniuc	SIGMA Engineering	Hydrogeological engineering	Hydrogeology and Geology Engineer - Certified Design Engineer in Category 4j	Develop detailed design drawings of water wells in accordance with local, norms, standards and regulations.
Vladimir Ivanov	SIGMA Engineering	Electrical and automation engineering	Electrical and Automation Engineer – Certified Design	Develop electrical and automation detailed

Moldova – World Bank – Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

			Engineer in Category 7b	design drawings in accordance with local, norms, standards and regulations.
Ion Corsan	SIGMA Engineering	Cost estimation and bill of quantity	Cost Estimator – Certified Cost Estimator in Category 12a	Develop cost estimates and bill of quantities in accordance with local, norms, standards and regulations.

### 3.9 Work Schedule

#	ACTIVITIES	MONTHS			
		1	2	3	4
0	<b>Task (0) Preparatory activities</b>				
0.a	<b>Submit Inception Report</b>				
0.b	<b>Sign the contract</b>				
1	<b>Task (1): Needs Assessment</b>				
1.a	conduct a comprehensive assessment of existing sanitary blocks in HCF				
1.b	Identify areas for improvement in terms of WASH components				
1.c	Manage Topographic survey				
1.d	Establish the requirements related to the technical documentation that needs to be developed along with the approvals and initial design documents				
1.e	Provide support in obtaining the Urban Certificate				
2	<b>Task (2): Design Concept Development</b>				
2.a	Develop design concepts that address the identified needs				
2.b	Review constraints (Accessibility and Inclusivity, Menstrual Hygiene Facilities, Safety and Security, Hygiene and Maintenance, Compliance and Regulations)				
2.c	Develop Project sketch in in A3 format on ACS, EL/FPE, WSSW, HV (CAD and PDF)				
3	<b>Task (3): Space Planning and Layout Design</b>				
3.a	Create detailed floor plans				
3.b	Check conformity with acts and normative documents in construction				
4	<b>Task (4): Elaboration Bill of Quantities (BoQ) with technical description</b>				
4.a	Prepare list of quantities, equipment, fittings and detailed floor plans				
4.b	Provide detailed revised BoQs				

Moldova – World Bank – Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

#	ACTIVITIES	MONTHS			
		1	2	3	4
<b>5</b>	<b>Task (5) Project Completion</b>				
5.a	Develop Execution project in A3 format				
5.b	Follow up on Approvals from all relevant authorities				
5.c	Develop verification Documents for project documents and cost estimate				
5.d	Submit of Final Design and Project report				

#	DELIVERABLES	MONTHS			
		1	2	3	4
	<i>Obtaining the urbanism certificate for design</i>				
<b>1</b>	<b>Execution project with all compartments included in A3 format, signed, stamped, and verified</b>				
1.1	r. Briceni, s. Mărcăuți				
1.2	r. Ocnîța, s. Dîngeni				
1.3	r. Soroca, s. Cosăuți				
1.4	r. Soroca, s. Volovița				
1.5	r. Briceni, s. Cotiujeni				
1.6	r. Soroca, s. Rubelnița				
1.7	r. Briceni, s. Tabani				
1.8	r. Briceni, s. Caracușenii Vechi				
1.9	or. Basarabeasca				
1.10	r. Basarabeasca, s. Carabetovca				
1.11	r. Cahul, s. Alexandru Ioan Cuza				
1.12	r. Cahul, s. Lebedenco				
1.13	r. Cahul, s. Ursoaia				
1.14	r. Cahul, s. Pelinei				
<b>2</b>	<b>Cost estimate - Forms 1, 3, 5, and 7 signed and stamped by a certified cost estimator</b>				
2.1	r. Briceni, s. Mărcăuți				
2.2	r. Ocnîța, s. Dîngeni				
2.3	r. Soroca, s. Cosăuți				
2.4	r. Soroca, s. Volovița				
2.5	r. Briceni, s. Cotiujeni				
2.6	r. Soroca, s. Rubelnița				
2.7	r. Briceni, s. Tabani				
2.8	r. Briceni, s. Caracușenii Vechi				
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2.14	r. Cahul, s. Pelinei				

Moldova – World Bank – Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

#	DELIVERABLES	MONTHS			
		1	2	3	4
<b>3</b>	<b>Verification reports for the project documentation and cost estimate</b>				
3.1	r. Briceni, s. Mărcăuți				
3.2	r. Ocnița, s. Dîngeni				
3.3	r. Soroca, s. Cosăuți				
3.4	r. Soroca, s. Volovița				
3.5	r. Briceni, s. Cotiujeni				
3.6	r. Soroca, s. Rubelnița				
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3.10	r. Basarabeasca, s. Carabetovca				
3.11	r. Cahul, s. Alexandru Ioan Cuza				
3.12	r. Cahul, s. Lebedenco				
3.14	r. Cahul, s. Pelinei				
<b>4</b>	<b>Topographical survey – up to 10 acres</b>				
4.7	r. Briceni, s. Tabani				
4.8	r. Briceni, s. Caracușenii Vechi				
4.14	r. Cahul, s. Pelinei				

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  - b. wearing required personal protective equipment; and
  - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel (if applicable) or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts, if any, or the project's Grievance Redress Mechanism.

## **RAISING CONCERNS**

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FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact Mr. Philipp von Dryander requesting an explanation.

Name of Expert: Alexandr Podorvaniuc

Signature: Podorvaniuc A.U.

Date: 21 December 2023

Countersignature of authorized representative of the Consultant: Stefano Ferrari

Signature: Stefano Ferrari

Date: 21 December 2023

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**



**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**  
**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND**  
**BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

**(1) Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

**(2) Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

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Name of Expert: Vladimir Ivanov

Signature: \_\_\_\_\_

Date: 21 December 2023

Countersignature of authorized representative of the Consultant: Stefano Ferrari

Signature: \_\_\_\_\_

Date: 21 December 2023

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Name of Expert: Ion Corsan

Signature:  \_\_\_\_\_

Date: 21 December 2023

Countersignature of authorized representative of the Consultant: Stefano Ferrari

Signature:  \_\_\_\_\_

Date: 21 December 2023

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Name of Expert: **Robert Fielding**

Signature:



Date: (day month year): \_\_\_\_\_ 15 December 2023 \_\_\_\_\_

Countersignature of authorized representative of the Consultant: Stefano Ferrari

Signature:

Date: (day month year): 21 December 2023



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The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

**(1) Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

**(2) Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

## **CODE OF CONDUCT FOR EXPERTS FORM**

### **CODE OF CONDUCT FOR EXPERTS (ES) Form**

We are the Consultant, Joint Venture led by management4health AG and Sigma Engineering S.R.L. We have signed a contract with P.I. National Office for Regional and Local Development (NORLD) for Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities. These Services will be carried in districts of Briceni, Ocnîța, Soroca, Basarabasca, Cahul in Moldova. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts in places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### **REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including, as applicable, by:
  - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment; and
  - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel (if applicable) or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts, if any, or the project's Grievance Redress Mechanism.

## **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact Mr. Philipp von Dryander in writing at this address philipp.dryander@m4health.pro or by telephone at +49 69 3487 7710 or in person at Hebelstr. 11, 60318 Frankfurt am Main or
2. Call +49-69-3487771-0 to reach the Consultant's hotline and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate. There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

## **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact Mr. Philipp von Dryander requesting an explanation.

Name of Expert: Pawel Neugebauer

Signature:  \_\_\_\_\_

Date: (day month year): 16.12.2023

Countersignature of authorized representative of the Consultant: Stefano Ferrari

Signature:

Date: (day month year): 21 December 2023



**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM  
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND  
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

**(1) Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
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- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

## **5 SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION**

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## Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

Consultant's Name: management4health AG

Date: 21, December, 2023

Joint Venture Member's or Subconsultant's Name: Sigma Engineering S.R. L

RFP No. and title: MD-PIU-NORLD-376594-CS-CQS, Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

### SEA and/or SH Declaration

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

*[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*



Signature: Stefano Ferrari,

Date: (day month year): 21 December 2023

## Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

Consultant's Name: Sigma Engineering S.R. L

Date: 21, December, 2023

Joint Venture Member's or Subconsultant's Name: management4health AG

RFP No. and title: MD-PIU-NORLD-376594-CS-CQS, Design of Sanitary Groups for improving WASH facilities in selected Health Care Facilities

### SEA and/or SH Declaration

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.  
An arbitral award on the disqualification case has been made in our favor.

Signature: \_\_\_\_\_

Date: 21 December 2023





# CERTIFICATE



## ISO 9001:2015

DEKRA Certification GmbH hereby certifies that the organization

### management4health AG

Hebelstraße 11, 60318 Frankfurt, Deutschland

**for the scope of certification:**

Conception, implementation, monitoring and evaluation of projects and programs in the international health sector

has established and maintains a quality management system according to the above mentioned standard. The conformity was adduced with audit report no. A23081361.

Certificate registration no.:	91229847/1
Validity of previous certificate:	2023-12-14
Certificate valid from:	2023-12-15
Certificate valid to:	2026-12-14

Language translation



Dr. Rolf Krökel  
DEKRA Certification GmbH, Stuttgart, 2023-11-14





# A C H I Z I Ţ I I P U B L I C E

## Contract nr. 53 de achiziționare a serviciilor de proiectare

29.05.2024

mun. Chişinău

### I. PARTEA GENERALĂ

Beneficiar	Antreprenor
<b>IMSP Policlinica Stomatologică Republicană</b> , reprezentată prin <b>director Ina CARPOVICI-CAITAZ</b> , care acţionează în baza Regulamentului de organizare și funcționare, având <b>IDNO 1003600150118</b> , denumită în continuare Cumpărător, pe de altă parte,	<b>SRL "Sigma Engineering"</b> , reprezentată prin <b>administrator Vitalie TITEI</b> , care acţionează în baza Statutului, având <b>IDNO 1017600028690</b> , denumit în continuare Prestator, pe de o parte,

ambii (denumiți în continuare Părți), au încheiat prezentul Contract referitor la următoarele:

- Achiziționarea **serviciilor de proiectare a replanificării încăperilor și reparația acoperișului clădirii a IMSP Policlinica Stomatologică Republicană (cu obținerea tuturor actelor permise)**, denumite în continuare Lucrări, conform procedurii de achiziție publică nr. ocds-b3wdp1-MD-1715071220361 din 22.05.2024, în baza deciziei grupului de lucru al Beneficiarului din 23.05.2024.
- Următoarele documente vor fi considerate părți componente ale Contractului:
  - Formularul Contractului;
  - Specificația tehnică;
  - Specificația de preț;
  - Caietul de sarcini;
  - Garanția de bună execuție.
- În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată în pct. 2.
- În calitate de contravaloare a plăților care urmează a fi efectuate de Beneficiar, Antreprenorul se obligă prin prezentul contract să livreze Beneficiarului documentația de proiect și să înlăture defectele în conformitate cu prevederile Contractului sub toate aspectele.
- Beneficiarul se obligă prin prezentul să plătească Antreprenorului, în calitate de contravaloare a livrării Lucrărilor, prețul Contractului sau orice altă sumă care poate deveni plătitibilă conform prevederilor Contractului în termenele și modalitatea stabilite de Contract.

## 1. OBIECTUL CONTRACTULUI

- 1.1. Antreprenorul își asumă obligația de a presta Lucrările conform Specificației, care este parte integrantă a prezentului Contract.
- 1.2. Beneficiarul se obligă, la rândul său, să achite și să recepționeze Lucrările livrate de Antreprenor.
- 1.3. Calitatea Lucrărilor se atestă prin respectarea documentelor normative și standardelor de stat ale căror cerințe trebuie respectate la executarea documentației de proiect.

## 2. TERMENII ȘI CONDIȚIILE DE PRESTARE

- 2.1. Executarea Lucrărilor de proiectare se efectuează în conformitate cu parametrii tehnici și cerințele de bază la elaborarea proiectului stipulate în documentația de atribuire și anexa nr. 1 la prezentul Contract.
- 2.2. Termenul limită de predare a documentației de proiect și deviz – **90 de zile calendaristice**, inclusiv perioada de timp necesară pentru verificarea documentației de către verficatori de proiecte atestați și obținerea tuturor actelor permissive, calculate din data semnării prezentului contract.
- 2.3. La elaborarea soluțiilor de proiect, se va opta pentru soluții care vor duce la optimizarea cheltuielilor pentru execuția lucrărilor de reparație (ulterior și pentru lucrările de întreținere).
- 2.4. Antreprenorul eliberează pentru Beneficiar documentația de proiect și deviz în limba română, în volum de 3 exemplare + varianta electronică.
- 2.5. Lucrarea se consideră predată Beneficiarului odată cu prezentarea documentației de proiect și deviz, avizului pozitiv al verficatorilor de proiecte atestați, tuturor actelor permissive și semnarea actului de predare-primire.

## 3. PREȚUL ȘI CONDIȚIILE DE PLATĂ

- 3.1. Prețul Lucrărilor conform prezentului Contract este stabilit în lei moldovenești.
- 3.2. Suma totală a prezentului Contract, inclusiv TVA, se stabilește în lei moldovenești și constituie **669 343,63 lei (șase sute șasezeci și nouă mii trei sute patruzeci și trei lei, 63 bani)**.
- 3.3. Beneficiarul se obligă să achite Antreprenorului, potrivit pct. 3.3., în decurs de 20 zile lucrătoare după prestarea serviciilor și acceptarea acestora fără obiecții cu prezentarea documentelor de însoțire (actul de predare-primire și e-Factura).
- 3.4. Plățile se vor efectua prin transfer pe contul Beneficiarului, indicat în prezentul Contract.

## 4. CONDIȚIILE DE PREDARE-PRIMIRE

- 4.1. Lucrările se consideră predate de către Antreprenor și recepționate de către Beneficiar dacă:
  - a) cantitatea Lucrărilor corespunde informației indicate în specificația la prezentul Contract;
  - b) calitatea Lucrărilor corespunde documentelor normative și standardelor de stat.

## 5. STANDARDE

- 5.1 Lucrările prestate în baza contractului vor respecta standardele prezentate de către Beneficiar în cerințele caietului de sarcini.
- 5.2 Când nu este menționat nici un standard sau reglementare aplicabilă, se vor respecta standardele sau alte reglementări autorizate în Republica Moldova.

## 6. OBLIGAȚIILE PĂRȚILOR

- 6.1. În baza prezentului Contract, Antreprenorul se obligă:
  - a) să depună garanția de bună execuție a contractului, în cuantum de 5% din valoarea contractului cu TVA.
  - b) să presteze Lucrările conform condițiilor prevăzute de prezentul Contract;
  - c) să indice termenul de garanție a lucrărilor – 5 ani;
  - d) să notifice Beneficiarul, după semnarea prezentului Contract, în decurs de 2 zile calendaristice, prin notificare scrisă sau e-mail, despre începerea executării Lucrărilor;
  - e) să asigure condițiile corespunzătoare pentru recepționarea Lucrărilor de către Beneficiar, în termenele stabilite, în corespundere cu cerințele prezentului Contract;

f) să asigure calitatea executării Lucrărilor și să suporte cheltuielile de verificare repetată, în caz de primire a Avizului negativ de la verificatorii de proiecte atestați;

g) să stabilească, în proiect, fazele determinante de execuție a lucrărilor și exercitarea supravegherii de autor asupra lucrărilor pe tot parcursul construcției;

6.2. În baza prezentului Contract, Beneficiarul se obligă:

a) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Lucrărilor prestate în corespundere cu cerințele prezentului Contract și să remită documentația de proiect spre verificare;

b) să asigure achitarea Lucrărilor prestate, respectând modalitățile și termenele indicate în prezentul Contract;

c) să restituie Antreprenorului garanția de bună execuție a contractului în termen de 10 zile calendaristice, după recepționarea lucrărilor conform pct. 2.4. al Contractului.

## **7. JUSTIFICAREA DATORITĂ UNUI IMPEDIMENT**

7.1. Părțile sunt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor conform prezentului Contract, dacă aceasta este cauzată de producerea unor impedimente în afara controlului părților (războaie, calamități naturale: incendii, inundații, cutremure de pământ, precum și alte circumstanțe care nu depind de voința Părților).

7.2. Partea care invocă apariția impedimentului în afara controlului este obligată să informeze imediat (dar nu mai târziu de 10 zile) cealaltă Parte despre survenirea circumstanțelor, dar și despre efectele acestora asupra executării contractului.

7.3 Survenirea circumstanțelor impedimentului, momentul declanșării și termenul de acțiune trebuie să fie confirmate printr-un certificat, eliberat în mod corespunzător de către organul competent din țara Părții care invocă asemenea circumstanțe.

## **8. REZOLUȚIUNEA CONTRACTULUI**

8.1. Rezoluțiunea Contractului se poate realiza cu acordul comun al Părților.

8.2. Contractul poate fi rezolvit în mod unilateral în caz de:

a) refuz al Antreprenorului de a presta Lucrările prevăzute în prezentul Contract;

b) nerespectare de către Antreprenor a termenelor de executare stabilite;

c) nerespectare de către Beneficiar a termenelor de plată a Lucrărilor;

d) nesatisfacere de către una dintre Părți a pretențiilor înaintate conform prezentului Contract;

e) contractantul se afla, la momentul atribuirii lui, în una dintre situațiile care ar fi determinat excluderea sa din procedura de atribuire potrivit art. 19 al Legii nr. 131/2015 privind achizițiile publice;

f) contractul a făcut obiectul unei modificări substanțiale care necesita o nouă procedură de achiziție publică în conformitate cu art. 76 al Legii nr. 131/2015 privind achizițiile publice;

g) contractul nu urma să fie atribuit contractantului respectiv, având în vedere o încălcare gravă a obligațiilor ce rezultă din Legea nr. 131/2015 privind achizițiile publice și/sau tratatele internaționale la care Republica Moldova este parte, care a fost constatată printr-o decizie a unei instanțe judecătorești naționale sau, după caz, internaționale.

8.3. Partea inițiatoare a rezoluțiunii Contractului este obligată să comunice în termen de 5 zile lucrătoare celeilalte Părți despre intențiile ei printr-o scrisoare motivată.

8.4. Partea înștiințată este obligată să răspundă în decurs de 5 zile lucrătoare de la primirea notificării, după expirarea acestui termen Contractul se consideră încetat de drept.

## **9. RECLAMAȚII ȘI SANȚIUNI**

9.1. Reclamațiile privind cantitatea Lucrărilor prestate sunt înaintate Antreprenorului la momentul recepționării acestorasau nu mai târziu de 10 zile de la data recepționării, fiind confirmate printr-un act întocmit în comun cu reprezentantul Antreprenorului.

9.2. Pretențiile privind calitatea Lucrărilor livrate sunt înaintate Antreprenorului în termen de 5 zile lucrătoare de la depistarea deficiențelor de calitate, confirmate prin prescripțiile Beneficiarului și a verificatorilor de proiecte atestați.

9.3. Antreprenorul este obligat să examineze pretențiile înaintate în termen de 10 zile lucrătoare de la data primirii acestora și să comunice, în scris, Beneficiarului despre decizia luată.

9.4. În caz de recunoaștere a pretențiilor, Antreprenorul este obligat, în termen restrâns, să înlăture potrivit cerințelor Contractului.

9.5. Antreprenorul poartă răspundere pentru calitatea Lucrărilor în limitele stabilite, inclusiv pentru viciile ascunse.

9.6. Pentru refuzul de a presta Lucrările prevăzute în prezentul Contract, Antreprenorul suportă o penalitate în valoare de **5%** din suma totală a contractului.

9.7. Pentru prestarea cu întârziere a Lucrărilor, Antreprenorul suportă plata despăgubirii în valoare de **0,1%** din suma Lucrărilor neexecutate, pentru fiecare zi de întârziere, dar nu mai mult de **1%** din suma totală a prezentului Contract.

9.8. Pentru achitarea cu întârziere, Beneficiarul suportă plata despăgubirii în valoare de **0,1%** din suma Lucrărilor neachitate pentru fiecare zi de întârziere, dar nu mai mult de **1%** din suma totală a prezentului contract.

## **10. DREPTURI DE PROPRIETATE INTELECTUALĂ**

10.1. Antreprenorul are obligația să despăgubească Beneficiarul împotriva oricărui:

a) reclamații și acțiuni în justiție, ce rezultă din încălcarea unor drepturi de proprietate intelectuală (brevete, nume, mărci înregistrate etc.), legate de echipamentele, materialele, instalațiile sau utilajele folosite pentru sau în legătură cu produsele achiziționate;

b) daune-interese, costuri, taxe și cheltuieli de orice natură, aferente, cu excepția situației în care o astfel de încălcare rezultă din respectarea Caietului de sarcini.

## **11. DISPOZIȚII FINALE**

11.1. Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă, conform legislației Republicii Moldova.

11.2. De la data semnării prezentului Contract, toate negocierile purtate și documentele perfectate anterior, își pierd valabilitatea.

11.3. Părțile contractante au dreptul, pe durata îndeplinirii contractului să convină asupra modificării clauzelor contractului, prin acord adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sunt valabile doar în cazul în care au fost perfectate în scris și au fost semnate de ambele Părți.

11.4. Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane, fără acordul în scris al celeilalte părți.

11.5. Prezentul Contract este întocmit în două exemplare în limba de română, câte un exemplar pentru Antreprenor și Beneficiar.

11.6. Prezentul Contract se consideră încheiat și intră în vigoare la data semnării, fiind valabil până la **31.12.2024.**

11.7. Prezentul Contract reprezintă acordul de voință al ambelor părți și se consideră semnat la data aplicării ultimei semnături de către una din părți.

## **RECHIZITELE JURIDICE, POȘTALE ȘI DE PLĂȚI ALE PĂRȚILOR**

<b>Antreprenor</b> <b>SRL "Sigma Engineering"</b>	<b>Beneficiar</b> <b>IMSP Policlinica Stomatologică</b> <b>Republicană</b>
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Adresa:mun. Chişinău, str. Alba-Iulia, nr. 101,of. 55 IDNO: 1017600028690 Tel.: 069665664 Denumirea Băncii: BC "MAIB" S.A. Cod bancar: AGRNMD2X IBAN: MD58AG000000022513182916	Adresa: MD-2012, mun. Chişinău, str. Vlaicu Pârcălab, nr. 17. IDNO: 1003600150118 Tel.: 022 22-53-73 Denumirea Băncii:B.C "Moldinconbank" S.A. fil. "Telecomtrans" Chişinău Cod bancar: MOLDMD2X332 IBAN: MD77TRPCCC518430C00012AA
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### SEMNĂTURILE PĂRŢILOR

<b>Antreprenorul</b>	<b>Beneficiarul</b>
<p><b>Semnătura autorizată:</b></p> <p><b>Vitalie TITEI</b></p> <p>_____</p>	<p><b>Semnătura autorizată:</b></p> <p><b>Ina CARPOVICI-CAITAZ</b></p> <p>_____</p>

## SPECIFICAȚII TEHNICE

Nr.	Denumirea serviciilor de proiectare	Cod CPV	Specificarea tehnică deplină solicitată de către autoritatea contractantă	Specificarea tehnică deplină propusă de către ofertant
1	Servicii de proiectare a replanificării încăperilor și reparația acoperișului clădirii a IMSP Policlinica Stomatologică Republicană (cu obținerea tuturor actelor permise)	71220000-6	Conform Caietului de sarcini - Anexa nr. 3 la prezntul Contract  <i>Reprezentarea IMSP PSR în toate Instituțiile abilitate în eliberarea actelor permise (Avizul Consiliului Național al Monumentelor Istorice, Autorizația de construire a Primăriei mun. Chișinău și altele acte după necesitate).</i>	Conform Caietului de sarcini - Anexa nr. 3 la prezntul Contract  <i>Reprezentarea IMSP PSR în toate Instituțiile abilitate în eliberarea actelor permise (Avizul Consiliului Național al Monumentelor Istorice, Autorizația de construire a Primăriei mun. Chișinău și altele acte după necesitate).</i>

## SEMNĂTURILE PĂRȚILOR

Antreprenorul	Beneficiarul
Semnătura autorizată:  <b>Vitalie TITEI</b>  _____	Semnătura autorizată:  <b>Ina CARPOVICI-CAITAZ</b>  _____

### SPECIFICAȚII DE PREȚ

Nr	Denumirea serviciilor de proiectare	Cod CPV	Unitatea de măsură	Cantitatea	Prețul unitar, inclusiv TVA	Suma lei MD, inclusiv TVA	Termenii de executare/prestare
1	Servicii de proiectare a replanificării încăperilor și reparația acoperișului clădirii a IMSP Policlinica Stomatologică Republicană (cu obținerea tuturor actelor permise)	71220000-6	-	-	557 786,36	669 343,63	În termen de 90 zile calendaristice din data semnării contractului
<b>TOTAL:</b>					<b>557 786,36</b>	<b>669 343,63</b>	

### SEMNĂTURILE PĂRȚILOR

Antreprenorul	Beneficiarul
<b>Semnătura autorizată:</b>  <b>Vitalie TITEI</b>  _____	<b>Semnătura autorizată:</b>  <b>Ina CARPOVICI-CAITAZ</b>  _____



## CAIET DE SARCINI

Nr. de ord.	Denumirea criteriilor de baza	Cuprinsul criteriilor
<b>1.</b>	<b>DATE GENERALE A PROIECTULUI</b>	
1.1.	<i>Beneficiar</i>	<b>IMSP Policlinica Stomatologică Republicană</b>
1.2.	<i>Proiectant</i>	Determinat în urma procedurii de achiziție publică
1.4.	<i>Adresa</i>	mun. Chișinău, str. Vlaicu Pârcălab, nr. 17
1.5.	<i>Denumirea proiectului</i>	<b>Elaborarea documentației de proiect ”Replanificarea încăperilor și reparația acoperișului clădirii a IMSP Policlinica Stomatologică Republicană (cu obținerea tuturor actelor permise)”</b>
<b>2.</b>	<b>DATE GENERALE</b>	
2.1.	<i>Date generale despre bunurile imobiliare a proprietarului</i>	Imobilul cu nr. 01002040438.01
2.2.	<i>Faza proiectului</i>	<b>Proiect de execuție</b>
<b>3.</b>	<b>CERINȚELE DE BAZĂ PRIVIND SOLUȚIILE PROIECTULUI</b>	
3.1.	<i>Elaborarea soluțiilor de proiect</i>	<p><math>S_{utila}=953 \text{ m}^2</math> - S+P+2E <math>S_{construita}=463 \text{ m}^2</math></p> <p><b>Documentația de proiect va fi elaborată în baza schiței de proiect, prevederilor Hotărârii Guvernului nr. 663 din 23.04.2010, recomandărilor raportului de expertiză tehnică, a avizului CNMI și a temei de proiectare ce va fi întocmită de comun cu Beneficiarul după semnarea contractului de prestare a serviciilor.</b></p> <p>Scopul proiectului:</p> <ol style="list-style-type: none"><li>1. Reparația și înlocuirea acoperișului, inclusiv reparația streșinii și termoizolarea planșeului de acoperire.</li><li>2. Înlocuirea tâmplăriei exterioare (conform Avizului CNMI)</li><li>3. Hidroizolarea fundației (conform Avizului CNMI)</li><li>4. Replanificarea încăperilor interioare, cu modificarea parțială a destinației acestora și construcția unui ascensor amplasat în interior (conform schiței de proiect).</li><li>5. Reconstrucția sistemelor ingineresti pentru asigurarea funcționalității încăperilor conform cerințelor sanitare.</li></ol> <p>Documentația de proiect va cuprinde următoarele compartimente de proiect:</p> <ol style="list-style-type: none"><li>1. PG - Plan General</li><li>2. SA – Soluții Arhitecturale</li><li>3. C – Elemente de construcții</li></ol>

		<ol style="list-style-type: none"> <li>4. TP – Tehnologia de producere</li> <li>5. IVC – Încălzire, ventilare și condiționarea aerului</li> <li>6. RAC - Rețele interioare de alimentare cu apă și canalizare.</li> <li>7. IEI/EEF - Iluminatul electric interior, Echipament electric de forță.</li> <li>8. A – Automatizarea sistemelor inginerești.</li> <li>9. AIA - Alimentarea interioară cu aer.</li> <li>10. TS – Comunicațiile telefonice și de semnalizare</li> <li>11. SI – Semnalizarea de incendiu</li> <li>12. SPA – Semnalizarea de pază automată</li> <li>13. D – Documentația de deviz</li> </ol> <p><b>În responsabilitatea ofertantului intră verificarea documentației de proiect.</b></p> <p><b>În procesul de elaborare a proiectului Antreprenorul va respecta cerințele stabilite în Regulamentul sanitar privind condițiile de igienă pentru instituțiile medico-sanitare publice aprobat prin Hotărârea Guvernului nr. 663 din 23.04.2010.</b></p> <p>Cerințe preliminare privind materialele de finisare utilizate în cadrul proiectului:</p> <p><b>Tîmplăria:</b> ușile din PVC cu profile aluminiu.</p> <p><b>Finisările interioare</b> în toate încăperile, conform normativelor în vigoare, vor fi din materiale ecologice, care corespund nivelului de calitate înalt, și cerințelor sanitaro-igienice, antiincendiare, tehnice și estetice, certificate în RM.</p> <p><b>Pereții despărțitori</b> – vor fi din materiale ecologice, care corespund cerințelor sanitaro-igienice, antiincendiare, tehnice și estetice, certificate în RM.</p> <p><b>Pardoselile</b> – vor fi antiderapante, foarte ușor de curățat și de igienizat, fabricate din materiale tratate antibacterian (de exemplu lenoleum medical), fără rosturi (să fie suprafețe continue) - în dependență de destinația fiecărei încăperi.</p> <p><b>Tavane:</b> vor fi din materiale hidrozistente, antiincendiare, netede, ușor accesibile pentru dereticare umedă și rezistentă la prelucrarea cu detergenți și produse dezinfectante permise pentru utilizare în ordinea stabilită. La fel, tavanul trebuie să prevadă spațiul necesar pentru amplasarea echipamentului și rețelelor de iluminare și/sau altele (cerințele diferă în dependență de destinația fiecărei încăperi).</p> <p><b>Fațada:</b> Restabilirea streșinii, glafurilor, soclului după hidroizolarea fundației.</p> <p><b>Acoperișul:</b> Schimbarea învelitorii cu tablă prefălțuită și termoizolarea planșeului de acoperire.</p>
3.2.	<i>Sistemele inginerești a clădirii</i>	La rețelele inginerești se va interveni pe măsura necesității asigurării funcționalității încăperilor conform cerințelor sanitare.

		Compartimentele de proiect pentru sistemele inginerești sunt enumerate la p. 3.1.
<b>4.</b>	<b>CERINȚE SUPLIMENTARE</b>	
4.1.	<i>Elaborarea variantelor de proiect</i>	Antreprenorul va elabora conceptul de proiect în conformitate cu documentația disponibilă (vezi p.3.1) și va prezenta Beneficiarului spre aprobare.
4.2.	<i>Obținerea tuturor actelor permise</i>	Antreprenorul va reprezenta IMSP PSR în toate Instituțiile abilitate în eliberarea actelor permise (Avizul Consiliului Național al Monumentelor Istorice, Autorizația de construire a Primăriei mun. Chișinău și altele acte după necesitate).
4.3.	<i>Pregătirea materialelor pentru expunere (prezentare)</i>	Documentația de proiect va fi elaborată și în conformitate cu prevederile NCM A.07.02-2012. Numărul de exemplare și modul de predare al documentației de proiect în conformitate cu prevederile NCM A.07.02-2012 – 3 exemplare + varianta electronică. Este preferabil ca partea grafică a proiectului să fie prezentată în format A3.

#### SEMNĂTURILE PĂRȚILOR

<b>Antreprenorul</b>	<b>Beneficiarul</b>
<b>Semnătura autorizată:</b>  <b>Vitalie TITEI</b>  _____	<b>Semnătura autorizată:</b>  <b>Ina CARPOVICI-CAITAZ</b>  _____

FACTURĂ FISCALĂ  
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.  
Серия, №



EAT000479214



Formular tipizat  
Anexa 1 la Ordinul Ministerului Finanțelor al Republicii Moldova  
nr.118 din 28 august 2017  
Типовая форма  
Приложение 1 к приказу Министерства Финансов Республики Молдова  
№ 118 от 28 августа 2017 г

Data eliberării /data livrării 02.12.2024 / 02.12.2024 Дата выписки /дата поставки		număr: номер		data: дата								
1. Furnizor: SIGMA ENGINEERING S.R.L., SEC.CENTRU Mihai Eminescu nr.72 of.304 Cont MD58AG00000022513182916, Поставщик BC "MAIB" S.A. sucursala "MAIB PARK", AGRNMD2X52		9. Transportator Перевозчик		c.f./ nr.TVA / ф.к./ код НДС								
2. Cumpărător/beneficiar: I.M.S.P. POLICLINICA STOMATOLOGICA REPUBLICANA, SEC.CENTRU Vlaicu Pircalab nr.17 Покупатель/получатель		4. Documente anexate Прилагаемые документы		ACT DE INDEPLINIRE A SERVICIILOR № 24-63 din 02.12.2024 Contract nr. 53 din 29.05.2024								
3. Delegație seria _____ număr _____ data _____ delegatul _____ Доверенность серия _____ номер _____ дата _____ делегированный _____		5. Punct încărcare Пункт погрузки		6. Punct descărcare Пункт разгрузки		7. Redirișări Переадресовки						
10.1 Denumirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной позиции товара/актива.		10.2 Unitate de măsură Единиц а измере ния	10.3 Cantitatea mărfurilor/ac tivelor, volumul serviciilor Количество товаров/акти вов, объем услуг	10.4 Preț unitar fără TVA, lei Цена единицы без НДС, лев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, лев	10.6 Cota TVA,% Ставка НДС, %	10.7 Suma totală a TVA, lei Общая сумма НДС, лев	10.8 Valoarea mărfurilor/activelor , serviciilor, lei Стоимость товаров/активов, услуг, лев	10.9 Altă informație Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Коли чество мест	10.12 Masa brută, tone Масса брутто, тонн
Servicii de proiectare a replanificării încăperilor și reparația acoperișului clădirii a IMSP Policlinica Stomatologică Republicană, conform Contract nr. 53 din 29.05.2024		serv	1	557786.36	557786,36	20	111557,27	669343,63				
12. TOTAL (pe factura fiscală) / Всего (по налоговой накладной)					557786,36	X	111557,27	669343,63	X	X	X	0,00

13. Permis eliberarea: director VITALIE TITEI  
Отпуск  
разрешил: \_\_\_\_\_  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись  
Aplicată semnătura electronică de către Furnizor\Применена  
электронная подпись Поставщика 02.12.2024

14. Predat mărfurile/activele (serviciile): director VITALIE TITEI  
Сдал товары/активы (услуги)  
L.Ș.  
M.П.  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись  
Aplicată semnătura electronică de către Furnizor\Применена  
электронная подпись Поставщика 02.12.2024

15. Primit mărfurile/activele intermediarul (transportatorul):  
Принял товары/активы посредник (перевозчик)  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

16. Predat mărfurile/activele intermediarul (transportatorul):  
Сдал товары/активы посредник (перевозчик)  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

17. Primit mărfurile/activele (serviciile) cumpărătorul/beneficiarul:  
Принял товары/активы (услуги) покупатель/получатель  
Validă numai cu semnăturile electronice ale Cumpărătorului\  
\Действительна только при наличии электронных подписей  
Покупателя  
Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

<b>18. Timpul de staționare a mijlocului de transport</b> Время простоя транспортного средства				<b>19. Ruta și distanța de transport, km</b> Маршрут движения и расстояние перевозки, км	
<b>Operația</b> Операция	<b>Ziua, luna, ora, minutele la</b> День, месяц, час, минуты			_____ _____ _____ _____ _____	
	<b>Sosire</b> Прибытия	<b>Plecare</b> Убытия	<b>Staționare</b> Простоя		
<b>Încărcare</b> Погрузка					
<b>Descărcare</b> Разгрузка					
<b>20. Forma de plată</b> Вид оплаты					
<b>21. Mențiuni</b> Отметки					
<b>22. Calculul prestațiilor de transport</b> Расчет транспортных услуг					
<b>4. Documente anexate</b> Прилагаемые документы					

Nr. 250102.01

Data: 02.01.2025

**ACT DE PREDARE-PRIMIRE**

Predarea documentației de proiect pentru obiectivul:

Replanificarea încăperilor și reparația acoperișului clădirii IMSP "Policlinica Stomatologică Republicană" (nr. cad. 0100204.438.01), pe terenul cu nr. cadastral 0100204.438, mun. Chișinău, str. Vlaicu Pârcălab 17.

Către: IMSP "Policlinica Stomatologică Republicană"

Contract: **CONTRACT nr. 59 din 29.05.2024 privind achiziționarea serviciilor de proiectare**

Compartimente	Nr. de exemplare	Original / Copie
1. Raport unic de verificare Nr. 01-11-24	3	Copii
2. PE Nr.155/23 PG-OLC-SA - Plan General, Organizarea Lucrărilor de Construcție, Soluții Arhitecturale	2	Copii
3. PE Nr.155/23 TP - Tehnologia de producere	2	Copii
4. PE Nr.155/23 C - Elemente de construcții (Capitolele 1 și 2)	2	Copii
5. PE Nr.155/23 IVC – Încălzire, Ventilare și Climatizare	2	Copii
6 PE Nr.155/23 RAC – Rețele interioare de alimentare cu apă și canalizare	2	Copii
7. PE Nr.155/23 EEF/IEI – Echipament electric de forță și Iluminat Electric Interior	2	Copii
8. PE Nr.155/23 TS - Comunicații telefonice și de semnalizare	2	Copii
9. PE Nr.155/23 D - Deviz de cheltuieli	2	Copii
10. Ridicarea topografică	3	Copii
11. Extras din documentația de proiect în conformitate cu prevederile art. 12, al. (1) din legea nr. 163/2010	1	Original
12. Stick USB cu toată documentația de proiect în format PDF	1	

**Notă:**

1. Documentația de proiect în original va rămâne la Sigma Engineering S.R.L. și va fi predată către Client la recepția la terminare a lucrărilor de construcție.
2. Devizul de cheltuieli și caietul de sarcini în format editabil (WORD) este disponibil pe stick-ul USB.

Predat la data 02.01.2025

Primit la data 02.01.2025

"SIGMA ENGINEERING" S.R.L.

IMSP "Policlinica Stomatologică Republicană"



Nr. 04/2-09/3546 din 28.12.2023  
La nr. de înregistrare 6092 din 06.12.2023

  
**APROB**  
**Sergiu PRODAN**  
Ministrul Culturii  
„15” decembrie 2023

COD: SP22/05-08.12.2023 (avizat)

cod examinări anterioare: SP10/03-11.06.2015(ncaprobat), SP12/03-08,07.2015(ncaprobat), SP18/08-13.10.2023(ncaprobat)

### FIȘĂ DE AVIZARE

faza: **Schiță de Proiect (SP)**

proces-verbal al ședinței Consiliului Național al Monumentelor Istorice  
nr. **22** din **08 decembrie 2023**

ADRESĂ: **str. Vlaicu Pârcălab, nr. 17, mun. Chișinău;**

OBIECTIV: Replanificarea încăperilor interioare și reparația acoperișului la IMSP Policlinica Stomatologică, **str. Vlaicu Pârcălab, nr. 17, mun. Chișinău**, sectorul Centru. (obiect nr. 155/23)

UTILIZARE ACTUALĂ: -;

REGIM DE PROTECȚIE: monument de categorie națională înscris cu nr. 194 în Registrul monumentelor Republicii Moldova ocrotite de stat (compartiment mun. Chișinău), aprobat prin Hotărârea Parlamentului nr. 1531/1993, parte componentă a *Nucleului Istorice al Chișinăului*, înscris cu nr. 308 în Registrul monumentelor Republicii Moldova ocrotite de stat (compartiment mun. Chișinău), aprobat prin Hotărârea Parlamentului nr. 1531/1993;

STAREA TEHNICĂ ACTUALĂ: raport de expertiză nr. 9840-09-23/T a clădirii IMSP policlinica Stomatologică Republicană din str. V. Pârcălab, nr. 17, mun. Chișinău în scopul aprecierii stării tehnice a clădirii și reconstrucției acoperișului. Expert tehnic: Ivasenco Valentin.

BENEFICIAR: IMSP Policlinica Stomatologică Republicană;

PROIECTANT: „Sigma Engineering” S.R.L”, a.ș.p. Ceban Alexandru;

PROIECTUL PROPUNE: Replanificarea încăperilor interioare și reparația acoperișului;

Urmare cererii adresate de către *Ina Carpovici-Caitaz, director Instituția Medico-Sanitară Publică Policlinica Stomatologică Republicană*, cu domiciliul/sediul: *str. Gh. Asachi, nr. 60/1, mun. Chișinău*, telefon de contact: 069811408, e-mail: *imsppsr@gmail.com*, înregistrată cu nr. 6092 din 06.12.2023,

în baza prevederilor art. 16 alin.(2) al Legii nr. 1530/1993 privind ocrotirea monumentelor, pct. 12 sbp. 7) și 8) din Regulamentul de organizare și funcționare a Consiliului Național al Monumentelor Istorice, aprobat prin Hotărârea Guvernului nr. 73/2014,

în rezultatul examinării Schiței de proiect (obiect nr.155/23): Replanificarea încăperilor interioare și reparația acoperișului la IMSP Policlinica Stomatologică, **str. Vlaicu Pârcălab, nr. 17, mun. Chișinău, sectorul Centru.**

se decide: *se aprobă schița de proiect (obiect nr.155/23): Replanificarea încăperilor interioare și reparația acoperișului la IMSP Policlinica Stomatologică, str. Vlaicu Pârcălab, nr. 17, mun. Chișinău, sectorul Centru, condiționat,*

- 1. La proiectul de execuție se vor prevedea măsuri de stopare a infiltrărilor de apă în structurile portante ale clădirii, atât din zona curții interioare, cât și din spațiul public;*
- 2. Elementele decorative de pe fațadă pierdute/degradate vor fi reconstituite în baza studiului arhitectural.*

#### Notă:

- Schița de proiect nu poate fundamenta în nici un fel eliberarea Autorizației de construire sau efectuarea oricăror lucrări de pregătire sau construcție pe terenul vizat.
- Solicitarea Certificatului de urbanism pentru proiectare poate fi efectuată doar în baza unei fișe de avizare pozitive atașate la Schița de Proiect avizată de Ministerul Culturii cu menționarea datelor procesului-verbal al ședinței C.N.M.I.
- Fișa de avizare este valabilă pe durata a 3 (trei) ani de la data emiterii lui de către Ministerul Culturii.

PREȘEDINTE C.N.M.I.

**Andrei VATAMANIUC**

SECRETAR C.N.M.I.

**Alina OSTAPOV**



# ACHIZIȚII PUBLICE

## **CONTRACT Nr. 87** **privind achiziția de servicii**

### *I PARTEA GENERALĂ*

**Obiectul achiziției: Servicii de elaborare a expertizei tehnice a clădirii și schiței de proiect pentru reconstrucția clădirii cu obținerea tuturor actelor permise**

**Cod CPV: 71319000-7**

30.06.2023

*mun. Chișinău*

<b>Prestatorul de servicii</b>	<b>Autoritatea contractantă</b>
<b>SRL "Sigma Engineering"</b> , reprezentată prin <b>administrator Vitalie TITEL</b> care acționează în baza Statutului, <b>IDNO 1017600028690</b> , denumit în continuare <i>Prestator</i> , pe de o parte,	<b>IMSP Policlina Stomatologică Republicană</b> , reprezentată prin <b>director Ina CARPOVICI-CAITAZ</b> , care acționează în baza Regulamentului de organizare și funcționare, <b>înregistrat în Registrul de Stat cu c/f 1003600150118 din data 09.12.2003</b> , denumită în continuare <i>Beneficiar</i> , pe de altă parte,

ambii (denumiți(te) în continuare Părți), au încheiat prezentul Contract referitor la următoarele:

- a. Achiziționarea **serviciilor de elaborare a expertizei tehnice a clădirii și schiței de proiect pentru reconstrucția clădirii cu obținerea tuturor actelor permise**, denumite în continuare Servicii, conform procedurii de achiziții publice de tip *achiziție de valoare mică*, în baza deciziei Grupului de lucru al Beneficiarului din 30.06.2023 (*Proces-verbal nr. 66/23*).
- b. Următoarele documente vor fi considerate părți componente ale Contractului:
  - a) Specificația tehnică și de preț.
  - c. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată mai sus.
  - d. În calitate de contravaloare a plăților care urmează a fi efectuate de Beneficiar, Prestatorul se obligă prin prezentul contract să presteze Beneficiarului Serviciile și să înlăture defectele lor în conformitate cu prevederile Contractului sub toate aspectele.
  - e. Beneficiarul se obligă prin prezentul contract să plătească Prestatorului, în calitate de contravaloare a prestării serviciilor, prețul Contractului în termenele și modalitatea stabilite de Contract.

### **1. Obiectul Contractului**

- 1.1. Prestatorul își asumă obligația de a presta Serviciile conform Specificației, care este parte integrantă a prezentului Contract.
- 1.2. Beneficiarul se obligă, la rândul său, să achite și să recepționeze Serviciile prestate de Prestator.



## **2. Termeni și condiții de livrare/prestare**

2.1. Prestarea Serviciilor se efectuează de către Prestator **în termen de 75 zile lucrătoare din momentul primirii solicitării de la reprezentantul Beneficiarului până la depunerea pachetului de documente la Consiliul Național al Monumentelor Istorice.**

2.2. Documentația de însoțire a Serviciilor include:

1) act de predare-primire a serviciilor;

2) factura fiscală.

2.3. Originalele documentelor prevăzute în punctul 2.2 se vor prezenta Beneficiarului cel târziu la destinația finală prestării serviciilor. Prestarea serviciilor se consideră încheiată în momentul în care sunt prezentate documentele de mai sus.

## **3. Prețul și condiții de plată**

3.1. Prețul Serviciilor prestate conform prezentului Contract este stabilit în lei moldovenești, fiind indicat Specificația prezentului Contract.

3.2. **Suma totală prezentului Contract, inclusiv TVA, se stabilește în lei moldovenești și constituie: 169 354,44 (una sută șase zeci și nouă mii trei sute cincizeci și patru lei, 44 bani) lei MD.**

3.3. Achitarea plăților pentru Serviciile prestate se va efectua în lei moldovenești.

3.4. Metoda și condițiile de plată de către Beneficiar vor fi: **prin transfer bancar, în decurs de 20 zile lucrătoare din data prezentării facturii fiscale și actului de predare – primire a serviciilor prestate.**

3.5. Plățile se vor efectua prin transfer bancar pe contul de decontare al Prestatorului indicat în prezentul Contract.

## **4. Condiții de predare-primire**

4.1. Serviciile se consideră predate de către Prestator și recepționate de către Beneficiar dacă:

a) cantitatea Serviciilor corespunde informației indicate în Lista serviciilor și documentele de însoțire conform punctului 2.2 al prezentului Contract;

b) calitatea Serviciilor corespunde informației indicate în Specificație;

c) ambalajul și integritatea Bunurilor corespunde informației indicate în Specificație.

4.2. Prestatorul este obligat să prezinte Beneficiarului un exemplar original al facturii fiscale odată cu prestarea Serviciilor, pentru efectuarea plății. Pentru nerespectarea de către Prestator a prezentei clauze, Beneficiarul își rezervă dreptul de a majora termenul de achitare prevăzut în punctul 3.4 corespunzător numărului de zile de întârziere și de a fi exonerat de achitarea penalității stabilite în punctul 10.3.

## **5. Standarde**

5.1. Serviciile prestate în baza contractului vor respecta standardele prezentate de către furnizor în propunerea sa tehnică.

5.2. Când nu este menționat nici un standard sau reglementare aplicabilă se vor respecta standardele sau alte reglementări autorizate în țara de origine a Serviciilor.

## **6. Obligațiile părților**

6.1. În baza prezentului Contract, Prestatorul se obligă:

a) să presteze Serviciile în condițiile prevăzute de prezentul Contract;

b) să anunțe Beneficiarul după semnarea prezentului Contract, în decurs de 5 zile calendaristice, prin telefon/fax sau mijloace electronice, despre disponibilitatea prestării Serviciilor;

c) să asigure condițiile corespunzătoare pentru recepționarea Serviciilor de către Beneficiar, în termenele stabilite, în corespundere cu cerințele prezentului Contract;

d) să asigure integritatea și calitatea Serviciilor pe toată perioada de până la recepționarea lor de către Beneficiar.

6.2. În baza prezentului Contract, Beneficiarul se obligă:

- a) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Serviciilor prestate în corespundere cu cerințele prezentului Contract;
- b) să asigure achitarea Serviciilor prestate, respectând modalitățile și termenele indicate în prezentul Contract.

## **7. Circumstanțe care justifică neexecutarea contractului**

7.1. Părțile sunt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor conform prezentului Contract, dacă aceasta este cauzată de producerea unor cazuri de circumstanțe care justifică neexecutarea contractului (războaie, calamități naturale: incendii, inundații, cutremure de pământ, precum și alte circumstanțe care nu depind de voința Părților).

7.2. Partea care invocă clauza circumstanțelor care justifică neexecutarea contractului este obligată să informeze imediat (dar nu mai târziu de 10 zile) cealaltă Parte despre survenirea circumstanțelor care justifică neexecutarea contractului.

7.3. Survenirea circumstanțelor care justifică neexecutarea contractului, momentul declanșării și termenul de acțiune trebuie să fie confirmate printr-un aviz de atestare, eliberat în mod corespunzător de către organul competent din țara Părții care invocă asemenea circumstanțe.

7.4. În cazul în care în circumstanțele care justifică neexecutarea contractului, acesta se modifică prin acordul adițional, inclusiv modificarea termenilor de executare, în cazul unei executări ulterioare a contractului. Când se execută pct. 7.1 și pct. 7.3, părțile modifică contractul prin acord - adițional, privind neîndeplinirea parțială sau integrală a obligațiilor, inclusiv modificarea termenilor în cazul suspendării și executării ulterioare a contractului.

## **8. Rezoluțiunea**

8.1. Rezoluțiunea Contractului se poate realiza cu acordul comun al Părților.

8.2. Contractul poate fi rezolvit în mod unilateral de către:

- a) Beneficiar în caz de refuz al Prestatorului de a presta Serviciile prevăzute în prezentul Contract;
- b) Beneficiar în caz de nerespectare de către Prestator a termenelor de prestare stabilite;
- c) Prestator în caz de nerespectare de către Beneficiar a termenelor de plată a Serviciilor;
- d) Prestator sau Beneficiar în caz de nesatisfacere de către una dintre Părți a pretențiilor înaintate conform prezentului Contract.

8.3. Beneficiar are dreptul de a rezolvi unilateral contractul în perioada de valabilitate a acestuia în una dintre următoarele situații:

- a) contractantul se afla, la momentul atribuirii lui, în una dintre situațiile care ar fi determinat excluderea sa din procedura de atribuire potrivit art. 19 al Legii nr. 131/2015 privind achizițiile publice;
- b) contractul a făcut obiectul unei modificări substanțiale care necesită o nouă procedură de achiziție publică în conformitate cu art. 76 al Legii nr. 131/2015 privind achizițiile publice;
- c) contractul nu ar fi trebuit să fie atribuit contractantului respectiv, având în vedere o încălcare gravă a obligațiilor ce rezultă din Legea nr. 131/2015 privind achizițiile publice și/sau tratatele internaționale la care Republica Moldova este parte, care a fost constatată printr-o decizie a unei instanțe judecătorești naționale sau, după caz, internaționale.

8.4. Partea inițiatoare a rezoluțiunii Contractului este obligată să comunice în termen de 30 zile lucrătoare celeilalte Părți despre intențiile ei printr-o scrisoare motivată.

8.5. Partea înștiințată este obligată să răspundă în decurs de 15 zile lucrătoare de la primirea notificării. În cazul în care litigiul nu este soluționat în termenele stabilite, partea inițiatoare va iniția rezoluțiunea.

## **9. Reclamații**

9.1. Reclamațiile privind cantitatea Serviciilor prestate sunt înaintate Prestatorului la momentul recepționării lor, fiind confirmate printr-un act întocmit în comun cu reprezentantul Prestatorului.

9.2. Pretențiile privind calitatea serviciilor prestate sunt înaintate Prestatorului în termen de 20 zile de la depistarea deficiențelor de calitate și trebuie confirmate printr-un certificat eliberat de o organizație independentă neutră și autorizată în acest sens.

9.3. Prestatorul este obligat să examineze pretențiile înaintate în termen de 5 zile de la data primirii acestora și să comunice Beneficiarului despre decizia luată.

9.4. În caz de recunoaștere a pretențiilor, Prestatorul este obligat, în termen de 14 zile, să presteze suplimentar Beneficiarului cantitatea neprestată de servicii, iar în caz de constatare a calității necorespunzătoare – să le substituie sau să le corecteze în conformitate cu cerințele Contractului.

9.5. Prestatorul poartă răspundere pentru calitatea Serviciilor în limitele stabilite, inclusiv pentru viciile ascunse.

9.6. În cazul devierii de la calitatea confirmată prin certificatul de calitate întocmit de organizația independentă neutră sau autorizată în acest sens, cheltuielile pentru staționare sau întârziere sunt suportate de partea vinovată.

## 10. Sancțiuni

10.1. Pentru refuzul de a presta Serviciile prevăzute în prezentul Contract, Prestatorul suportă o penalitate în valoare de 1,0% din suma totală a contractului.

10.2. Pentru prestarea cu întârziere a Serviciilor, Prestatorul poartă plata despăgubirii în valoare de 0,1% din suma Serviciilor neprestate, pentru fiecare zi de întârziere, dar nu mai mult de 1,0% din suma totală a prezentului Contract.

10.3. Pentru achitarea cu întârziere, Beneficiarul poartă plata despăgubirii în valoare de 0,1% din suma Serviciilor neachitate, pentru fiecare zi de întârziere, dar nu mai mult de 1% din suma totală a prezentului contract.

10.4. Prima zi lucrătoare ulterioară datei ce constituie termenul limită de prestare, precum și, termenul limită de achitare se consideră zi lucrătoare de întârziere.

10.5. Suma penalității calculate Prestatorului conform prezentului Contract poate fi dedusă (reținută) de către Beneficiar din suma plății pentru Serviciile prestate.

## 11. Drepturi de proprietate intelectuală

11.1. Prestatorul are obligația să despăgubească achizitorul împotriva oricărui:

- a) reclamații și acțiuni în justiție, ce rezultă din încălcarea unor drepturi de proprietate intelectuală (brevete, nume, mărci înregistrate etc.), legate de echipamentele, materialele, instalațiile sau utilajele folosite pentru sau în legătură cu produsele achiziționate, și
- b) daune-interese, costuri, taxe și cheltuieli de orice natură, aferente, cu excepția situației în care o astfel de încălcare rezultă din respectarea Caietului de sarcini întocmit de către achizitor.

## 12. Dispoziții finale

12.1. Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă conform legislației Republicii Moldova.

12.2. Părțile contractante au dreptul, pe durata îndeplinirii contractului, să convină asupra modificării clauzelor contractului, prin acord adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sînt valabile numai în cazul în care au fost perfectate în scris și au fost semnate de ambele Părți.

12.3. Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane fără acordul în scris al celeilalte părți.

12.4. Prezentul Contract în cazul în care este semnat electronic, de către ambele părți, acesta este remis în mod automat prin mijloacele electronice, dar în cazul când contractul este semnat olografic se întocmește în două exemplare în limba română, câte un exemplar pentru Prestator, Beneficiar.

12.5. Prezentul Contract se consideră încheiat la data semnării și intră în vigoare la data înregistrării la una din trezoreriile regionale ale Ministerului Finanțelor, în cazul în care sursele

financiare se alocă din bugetul de stat/bugetul local, sau la data semnării sau la o altă dată ulterioară indicată în acest contract în cazul în care gestionarea surselor financiare nu se efectuează prin intermediul sistemului trezorerial.

12.6. Presentul contract este valabil până la **31.12.2023**.


12.7. Presentul Contract reprezintă acordul de voință al părților și se consideră semnat la data aplicării ultimei semnături de către una din părți.

12.8. Pentru confirmarea celor menționate mai sus, Părțile au semnat prezentul Contract în conformitate cu legislația Republicii Moldova.

### RECHIZITELE JURIDICE, POȘTALE ȘI DE PLĂȚI ALE PĂRȚILOR

SRL "Sigma Engineering"		Autoritatea contractantă	
<b>Adresa:</b>	mun. Chișinău, str. Alba-Iulia, nr. 101, of. 55	<b>Adresa:</b>	MD-2012, mun. Chișinău, str. Vlaicu Pârcălab, nr. 17.
<b>IDNO:</b>	1017600028690	<b>IDNO:</b>	1003600150118
<b>Tel.:</b>	069665664	<b>Tel.:</b>	022 22-53-73
<b>Denumirea Băncii:</b>	BC "MAIB" S.A.	<b>Denumirea Băncii:</b>	B.C "Moldinonbank" S.A. fil. "Telecomtrans" Chișinău
<b>Cod bancar:</b>	AGRNMD2X	<b>Cod bancar:</b>	MOLDMD2X332
<b>IBAN:</b>	MD58AG000000022513182916	<b>IBAN:</b>	

### SEMNĂTURILE PĂRȚILOR

Prestatorul de servicii	Beneficiarul
<b>Semnătura autorizată:</b>  Vitalie TITEI  	<b>Semnătura autorizată:</b>  Ina CARPOVICI-CAITAZ  

### SPECIFICAȚII TEHNICE

Denumirea serviciilor	Specificația tehnică a serviciilor
Servicii de elaborare a expertizei tehnice a clădirii și schiței de proiect pentru reconstrucția clădirii cu obținerea tuturor actelor permise	Lucrările de cercetări V - 4116 m3 h - 9m Cat. II de complexitate a lucrărilor Cat. II de complexitate a clădirii
	Lucrări de ridicări topografice S=0,45 ha
	Serviciul de consultanță privind aprobarea documentației de proiect de către Consiliul Național al Monumentelor Istorice
	Elaborarea schiței de proiect pentru depunerea la Consiliul Național al Monumentelor Istorice și obținerea certificatului urbanism S=1371 m2

### SEMNĂTURILE PĂRȚILOR

Prestator de servicii	Beneficiarul
Semnătura autorizată:  Vitalie TITEL  	Semnătura autorizată:  Ina CARPOVICI-CAITAZ  

**SPECIFICAȚII DE PREȚ**

Codul CPV	Denumirea serviciilor	Nr. Capitolului, tabelului și punctului indicații la capitol sau parte al culegerilor de prețuri la lucrările de proiect și prospect. în construcții	Calcul de cost a+bx	Suma fără TVA	Suma cu TVA
<b>Servicii de elaborare a expertizei tehnice a clădirii și schiței de proiect pentru reconstrucția clădirii cu obținerea tuturor actelor permise</b>					
71319000-7	Lucrările de cercetări V - 4116 m3 h - 9m Cat. II de complexitate a lucrărilor Cat. II de complexitate a clădirii	Catalogul de prețuri pentru lucrările de măsurare, cercetare și proiectări a reparațiilor capitale a clădirilor. Tabelul 12 a=35.72 / 100 m3 K-41,16 -koef.ajustarilor la volum K-14,100 - indexarea prețurilor AC și DR din 21.12.2007 K-1.25 monument arhitectural, tab.1, p.5 K -1,25 clădiri civile p.1.6 K - 1,2 zonă seismică K -1,1 condiții geologice	$35.72*41,16 *14,100*1,25*1,25*1,2*1,1$	42 756,28	51 307,536
	Lucrări de ridicări topografice S=0,45 ha	NCM L.02.12-1:2018, Lucrari de teren: tab.5, p.6 - 4149 (k=1.2) nota 3.11 - 0.85 Lucrari de birou: tab.5, p.6 - 1575 (k=1.2) tab. 58, p.2 - 38 (k=1.75) Trans.: tab. 1, p.2 - 1.107 (10.7%) Org. și lichid. lucr. p. 3.10 - 1.06 (6%)	$0.45*(4149*1.2*0.85)*1.107*1.06+0.25*(1575*1.2)+38*1.75$	2 773,65	3 328,38
	Serviciul de consultanță privind aprobarea documentației de proiect de către Consiliul Național al Monumentelor Istorice	Forfetară	7 000	7 000,00	8 400,00
	Elaborarea schitei de proiect pentru depunerea la Consiliul Național al Monumentelor Istorice și obținerea	NCM L.02.11-1:2013, tab. 3, p.5 a= 84920; b=204; k1=0.15 (Schita de proiect); k2=1.2 (Zona istorică). k3=1,5 (reconstructie), p.3.11, NCM L.02.11.2013 k=0,90 (reducere 10%)	$(84920+(204*1371))*0.15*1.2*1.5*0,9$	88 598,77	106 318,524

	certificatul urbanism S=1371 m2				
			<b>TOTAL:</b>	<b>141 128,70</b>	<b>169 354,44</b>

### SEMĂTURILE PĂRȚILOR

Prestator de servicii	Beneficiarul
<p><b>Semnătura autorizată:</b></p> <p><b>Vitalie TÎPEI</b></p>  	<p><b>Semnătura autorizată:</b></p> <p><b>Ina CARPOVICI-CAITAZ</b></p>  

**CONTRACT nr. 7S**  
**de achiziționare: Servicii de proiectare privind reabilitarea sistemului cu apă și canalizare în cadrul instituției IMSP Spitalul Clinic de Boli Infecțioase "Toma CIORBĂ" pentru anul 2022.**

**"08" august 2022**

**Mun. Chisinău**

<b>Beneficiar</b>	<b>Antreprenor</b>
<b>IMSP SCBI „Toma Ciorbă”,</b> reprezentat prin <b>Directorul Sergiu VASILIȚA</b> , care acționează în baza statutului întreprinderii, denumit în continuare <i>Beneficiar</i> , <b>IDNO 1003600132121</b> , pe de o parte,	<b>SRL „SIGMA ENGINEERING,,</b> reprezentat prin director <b>Titei Vitalie</b> , care acționează în baza statutului întreprinderii, denumit în continuare <i>Antreprenor</i> , <b>IDNO 1017600028690</b> , pe de altă parte,

ambii (denumiți în continuare *Părți*), au încheiat prezentul Contract referitor la următoarele:

1. Achiziționarea: Servicii de proiectare privind reabilitarea sistemului cu apă și canalizare în cadrul instituției IMSP Spitalul Clinic de Boli Infecțioase "Toma CIORBĂ" pentru anul 2022, denumite în continuare *Lucrări*, conform procedurii de achiziție publică nr. ocds-b3wdp1-MD-1656666713212 din 01.07.2022 în baza deciziei grupului de lucru al Beneficiarului din 27.07.2022.

2. Următoarele documente vor fi considerate părți componente ale Contractului:

- a) Formularul Contractului;
- b) Formularul ofertei;
- c) Caietul de sarcini;
- d) Specificația tehnică;
- e) Specificația de preț;
- f) Declarație privind confirmarea identității beneficiarilor efectivi și neîncadrarea acestora

în situația condamnării pentru participarea la activități ale unei organizații sau grupări criminale, pentru corupție, fraudă și/sau spălare de bani.

3. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată în pct. 2.

4. În calitate de contravaloare a plăților care urmează a fi efectuate de Beneficiar, Antreprenorul se obligă prin prezentul contract să livreze Beneficiarului documentația de proiect și să înlăture defectele în conformitate cu prevederile Contractului sub toate aspectele.

5. Beneficiarul se obligă prin prezentul să plătească Antreprenorului, în calitate de contravaloare a livrării *Lucrărilor*, prețul Contractului sau orice altă sumă care poate deveni plătită conform prevederilor Contractului în termenele și modalitatea stabilite de Contract.

## **1. OBIECTUL CONTRACTULUI**

1.1. Antreprenorul își asumă obligația de a presta *Lucrările* conform Specificației, care este parte integrantă a prezentului Contract.

1.2. Beneficiarul se obligă, la rândul său, să achite și să recepționeze *Lucrările* livrate de Antreprenor.

1.3. Calitatea *Lucrărilor* se atestă prin respectarea documentelor normative și standardelor de stat ale căror cerințe trebuie respectate la executarea documentației de proiect.



## **2. TERMENII ȘI CONDIȚIILE DE PRESTARE**

2.1. Executarea Lucrărilor de proiectare se efectuează în conformitate cu parametrii tehnici și cerințele de bază la elaborarea proiectului stipulate în documentația de atribuire și anexa nr. 1 la prezentul Contract.

2.2. Termenul limită de predare a documentației de proiect și deviz – **120, inclusiv perioada de timp necesară pentru verificarea documentației de către Î.S. „Serviciul de Stat pentru Verificarea și Expertizarea Proiectelor și Construcțiilor”**, calculate din data semnării prezentului contract.

2.3. La elaborarea soluțiilor de proiect, se va opta pentru soluții care vor duce la optimizarea cheltuielilor pentru execuția lucrărilor de reparație (ulterior și pentru lucrările de întreținere). La elaborarea a circa 30% din proiectul de execuție privind reparația lucrărilor de artă, proiectantul va prezenta spre aprobare către beneficiar, conceptul soluțiilor de reparație pentru care s-a optat, acesta se va baza pe date relevante, precum și argumentarea tehnico-economică.

2.4. Antreprenorul eliberează pentru Beneficiar documentația de proiect și deviz în limba română, în volum de 3 exemplare + varianta electronică.

2.5. Lucrarea se consideră predată Beneficiarului odată cu prezentarea documentației de proiect și deviz, avizului pozitiv al Î.S. „Serviciul de Stat pentru Verificarea și Expertizarea Proiectelor și Construcțiilor” și originalul facturii fiscale.

## **3. PREȚUL ȘI CONDIȚIILE DE PLATĂ**

3.1. Prețul Lucrărilor conform prezentului Contract este stabilit în lei moldovenești.

3.2. Suma totală a prezentului Contract, inclusiv TVA, se stabilește în lei moldovenești și constituie **214757.40 lei MD (două sute paisprezece mii șapte sute cinzeci și șapte lei, 40 bani)**.

3.3. Beneficiarul va achita Antreprenorului suma totală pentru Lucrările executate, după predarea proiectului integral, cu avizul pozitiv al Î.S. „Serviciul de Stat pentru Verificarea și Expertizarea Proiectelor și Construcțiilor” – **214757.40, inclusiv TVA**, conform Specificației.

3.4. Beneficiarul se obligă să achite Antreprenorului, potrivit pct. 3.3., în decurs de 30 zile calendaristice, calculate din data semnării Actului de primire-predare a lucrărilor.

3.5. Plățile se vor efectua prin transfer, indicat în prezentul Contract.

## **4. CONDIȚIILE DE PREDARE-PRIMIRE**

4.1. Lucrările se consideră predate de către Antreprenor și recepționate de către Beneficiar dacă:

- a) cantitatea Lucrărilor corespunde informației indicate în specificația la prezentul Contract;
- b) calitatea Lucrărilor corespunde documentelor normative și standardelor de stat.

## **5. STANDARDE**

5.1 Lucrările prestate în baza contractului vor respecta standardele prezentate de către Beneficiar în cerințele caietului de sarcini.

5.2 Când nu este menționat nici un standard sau reglementare aplicabilă, se vor respecta standardele sau alte reglementări autorizate în Republica Moldova.

## **6. OBLIGAȚIILE PĂRȚILOR**

6.1. În baza prezentului Contract, Antreprenorul se obligă:

- a) să presteze Lucrările conform condițiilor prevăzute de prezentul Contract;
- b) să indice termenul de garanție a lucrărilor;
- c) să notifice Beneficiarul, după semnarea prezentului Contract, în decurs de 5 zile calendaristice, prin notificare scrisă sau e-mail, despre începerea executării Lucrărilor;
- d) să asigure condițiile corespunzătoare pentru recepționarea Lucrărilor de către Beneficiar, în termenele stabilite, în corespundere cu cerințele prezentului Contract;
- e) să asigure calitatea executării Lucrărilor și să suporte cheltuielile de verificare repetată, în caz de primire a Avizului negativ al Î.S. „Serviciul de Stat pentru Verificarea și Expertizarea Proiectelor și Construcțiilor”;

- f) să stabilească, în proiect, fazele determinante de execuție a lucrărilor și exercitarea supravegherii de autor asupra lucrărilor pe tot parcursul construcției;
- g) să stabilească modul de tratare a neconformităților și defectelor apărute în execuție, din vina sa, precum și să urmărească aplicarea pe șantier a soluțiilor adoptate;
- h) să participe la întocmirea cărții tehnice a construcției și la recepția lucrărilor executate.

6.2. În baza prezentului Contract, Beneficiarul se obligă:

- a) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Lucrărilor prestate în corespundere cu cerințele prezentului Contract și să remită documentația de proiect spre verificare;
- b) să asigure achitarea Lucrărilor prestate, respectând modalitățile și termenele indicate în prezentul Contract;
- c) să pună la dispoziția antreprenorului documentele permissive, condițiile tehnice și informație disponibilă cu privire la rețelele interioare de apă și canalizare în toate blocurile ce urmează a fi conectate.

## **7. JUSTIFICAREA DATORITĂ UNUI IMPEDIMENT**

7.1. Părțile sunt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor conform prezentului Contract, dacă aceasta este cauzată de producerea unor impedimente înafara controlului părților (războaie, calamități naturale: incendii, inundații, cutremure de pământ, precum și alte circumstanțe care nu depind de voința Părților).

7.2. Partea care invocă apariția impedimentului înafara controlului este obligată să informeze imediat (dar nu mai târziu de 5 zile) cealaltă Parte despre survenirea circumstanțelor, dar și despre efectele acestora asupra executării contractului.

7.3 Survenirea circumstanțelor impedimentului, momentul declanșării și termenul de acțiune trebuie să fie confirmate printr-un certificat, eliberat în mod corespunzător de către organul competent din țara Părții care invocă asemenea circumstanțe.

## **8. REZOLUȚIUNEA CONTRACTULUI**

8.1. Rezoluțiunea Contractului se poate realiza cu acordul comun al Părților.

8.2. Contractul poate fi rezolvit în mod unilateral în caz de:

- a) refuz al Antreprenorului de a presta Lucrările prevăzute în prezentul Contract;
- b) nerespectare de către Antreprenor a termenelor de executare stabilite;
- c) nerespectare de către Beneficiar a termenelor de plată a Lucrărilor;
- d) nesatisfacere de către una dintre Părți a pretențiilor înaintate conform prezentului Contract;
- e) contractantul se afla, la momentul atribuirii lui, în una dintre situațiile care ar fi determinat excluderea sa din procedura de atribuire potrivit art. 19 al Legii nr. 131/2015 privind achizițiile publice;
- f) contractul a făcut obiectul unei modificări substanțiale care necesită o nouă procedură de achiziție publică în conformitate cu art. 76 al Legii nr. 131/2015 privind achizițiile publice;
- g) contractul nu urma să fie atribuit contractantului respectiv, având în vedere o încălcare gravă a obligațiilor ce rezultă din Legea nr. 131/2015 privind achizițiile publice și/sau tratatele internaționale la care Republica Moldova este parte, care a fost constatată printr-o decizie a unei instanțe judecătorești naționale sau, după caz, internaționale.

8.3. Partea inițiatore a rezoluțiunii Contractului este obligată să comunice în termen de 5 zile lucrătoare celeilalte Părți despre intențiile ei printr-o scrisoare motivată.

8.4. Partea înștiințată este obligată să răspundă în decurs de 5 zile lucrătoare de la primirea notificării, după expirarea acestui termen Contractul se consideră încetat de drept.

## **9. RECLAMAȚII ȘI SANCTIUNI**

9.1. Reclamațiile privind cantitatea Lucrărilor prestate sunt înaintate Antreprenorului la momentul recepționării acestorasau nu mai târziu de 5 zile de la data recepționării, fiind confirmate printr-un act întocmit în comun cu reprezentantul Antreprenorului.

9.2. Pretențiile privind calitatea Lucrărilor livrate sunt înaintate Antreprenorului în termen de 5 zile lucrătoare de la depistarea deficiențelor de calitate, confirmate prin prescripțiile Beneficiarului și Î.S., „Serviciul de Stat pentru Verificarea și Expertizarea Proiectelor și Construcțiilor”.

9.3. Antreprenorul este obligat să examineze pretențiile înaintate în termen de 5 zile lucrătoare de la data primirii acestora și să comunice, în scris, Beneficiarului despre decizia luată.

9.4. În caz de recunoaștere a pretențiilor, Antreprenorul este obligat, în termen restrâns, să înlăture potrivit cerințelor Contractului.

9.5. Antreprenorul poartă răspundere pentru calitatea Lucrărilor în limitele stabilite, inclusiv pentru viciile ascunse.

9.6. Pentru refuzul de a presta Lucrările prevăzute în prezentul Contract, Antreprenorul suportă o penalitate în valoare de 5% din suma totală a contractului.

9.7. Pentru prestarea cu întârziere a Lucrărilor, Antreprenorul suportă plata despăgubirii în valoare de 1% din suma Lucrărilor neexecutate, pentru fiecare zi de întârziere, dar nu mai mult de 5 % din suma totală a prezentului Contract.

9.8. Pentru achitarea cu întârziere, Beneficiarul suportă plata despăgubirii în valoare de 1 % din suma Lucrărilor neachitate pentru fiecare zi de întârziere, dar nu mai mult de 5 % din suma totală a prezentului contract.

## **10. DREPTURI DE PROPRIETATE INTELECTUALĂ**

10.1. Antreprenorul are obligația să despăgubească Beneficiarul împotriva oricărui:

a) reclamații și acțiuni în justiție, ce rezultă din încălcarea unor drepturi de proprietate intelectuală (brevete, nume, mărci înregistrate etc.), legate de echipamentele, materialele, instalațiile sau utilajele folosite pentru sau în legătură cu produsele achiziționate;

b) daune-interese, costuri, taxe și cheltuieli de orice natură, aferente, cu excepția situației în care o astfel de încălcare rezultă din respectarea Caietului de sarcini.

## **11. DISPOZIȚII FINALE**

11.1. Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă, conform legislației Republicii Moldova.

11.2. De la data semnării prezentului Contract, toate negocierile purtate și documentele perfectate anterior, își pierd valabilitatea.

11.3 Părțile contractante au dreptul, pe durata îndeplinirii contractului să convină asupra modificării clauzelor contractului, prin acord adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sunt valabile doar în cazul în care au fost perfectate în scris și au fost semnate de ambele Părți.

11.4. Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane, fără acordul în scris al celeilalte părți.






11.5. Prezentul Contract este întocmit în două exemplare în limba de română, câte un exemplar pentru Antreprenor și Beneficiar.

11.6. Prezentul Contract se consideră încheiat și intră în vigoare la data semnării, fiind valabil până la 31.12.2022.

11.7. Prezentul Contract reprezintă acordul de voință al ambelor părți și este semnat astăzi, “08” august 2022.

13.Datele juridice, poștale și bancare ale Părților:	
Vînzătorul/Prestatorul	Cumpărătorul/Beneficiarul
<b>SRL „SIGMA ENGINEERING”</b>	<b>IMSP Spitalul Clinic de Boli Infecțioase „Toma Ciorbă”</b>
Adresa poștală: Mun. Chișinău, str. Alba Iulia 101, of. 55	Adresa poștală: Mun Chișinău bd. Ștefan cel Mare 163.
Telefon: 0 (69) 665 664	Telefon:(022) 35-80-99, 24-50-68
Cont de decontare: <b>MD58AG00000022513182916</b>	Cont de decontare: <b>MD13ML00000022514092168</b>
Banca: B.C. „MAIB” S.A., suc. Petru Movilă	Banca: B.C. „Moldindcombank” S.A. <b>fil.Centru</b>
Adresa poștală a băncii: Mun Chișinău	Adresa poștală a băncii: Mun Chișinău
Cod: AGRNMD2X	Cod: <b>MOLDMD2X309</b>
Cod fiscal: <b>1017600028690</b>	Cod fiscal: <b>1003600132121</b>

### Semnăturile părților

<b>SRL „ SIGMA ENGINEERING”</b>	<b>IMSP Spitalul Clinic de Boli Infecțioase „Toma Ciorbă”</b>
Semnătura autorizată: 	Semnătura autorizată: 
	
	Contabil șef: 

### SPECIFICAȚII TEHNICE

Nr.	Denumirea lucrărilor/serviciilor de proiectare	Cod CPV	Specificarea tehnică deplină solicitată de către autoritatea contractantă	Specificarea tehnică deplină propusă de către ofertant	Standarde de referință
1	Servicii de proiectare privind reabilitarea sistemului cu apă și canalizare în cadrul instituției IMSP Spitalul Clinic de Boli Infecțioase "Toma CIORBĂ" pentru anul 2022	71200 000-0			
	<b>TOTAL</b>				

### SEMNĂTURILE PĂRȚILOR

Antreprenorul/Prestatorul de lucrări/de servicii  
de proiectare



### SPECIFICAȚII DE PREȚ

Nr.	Denumirea lucrărilor/ serviciilor de proiectare	Cod CPV	Unitatea de măsură	Cantitatea	Prețul unitar, inclusiv TVA	Suma lei MD, inclusiv TVA	Termenii de executare/ prestare
1	Servicii de proiectare privind reabilitarea sistemului cu apă și canalizare în cadrul instituției IMSP Spitalul Clinic de Boli Infecțioase "Toma CIORBĂ" pentru anul 2022	71200 000-0	U.E.	1,00	214754,40	214754,40	120 zile
	<b>TOTAL</b>	x	x	x	214754,40	214754,40	x

### SEMNĂTURILE PĂRȚILOR

Antreprenorul/Prestatorul de lucrări/  
de servicii de proiectare





# A C H I Z I Ţ I I P U B L I C E

CONTRACT Nr. 97

de achiziționare serviciilor de valoare mică

Cod CPV: 71241000-9

"27" noiembrie 2019

Chișinău

Prestatorul de servicii	Autoritatea contractantă
<b>SRL "Sigma Engineering",</b> reprezentată prin <b>director Titei Vitalie</b> , care acționează în baza <b>statutului</b> , denumit(a) în continuare <b>Prestator</b> cu numărul de înregistrare în Registrul Comercial al RM 1017600028690, pe de o parte,	<b>Instituția Medico Sanitară Publică Institutul Mamei și Copilului</b> , reprezentată prin <b>director Gladun Sergiu</b> , care acționează în baza <b>regulamentului IMSP IMșiC</b> aprobat prin ordinul nr. 1077 din 30.12.2016, denumit(a) în continuare <b>Beneficiar</b> , 1003600151643 din 02.03.2016, pe de altă parte,

ambii (denumiți(te) în continuare **Părți**), au încheiat prezentul Contract referitor la următoarele:

a) Achiziționarea **serviciilor de elaborare a studiului de fezabilitate**, denumite în continuare Servicii.

b) Următoarele documente vor fi considerate părți componente și integrale ale Contractului:

Anexa 1;

Anexa 2;

b) Prezentul Contract va predomina asupra tuturor altor documente componente. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată mai sus.

c) În calitate de contravaloare a plăților care urmează a fi efectuate de Beneficiar, Prestatorul se obligă prin prezenta să presteze Beneficiarului Serviciile și să înlăture defectele lor în conformitate cu prevederile Contractului sub toate aspectele.

d) Beneficiarul se obligă prin prezenta să plătească Prestatorului, în calitate de contravaloare a prestării serviciilor, precum și a înlăturării defectelor lor, prețul Contractului sau orice altă sumă care poate deveni plătită conform prevederilor Contractului în termenele și modalitatea stabilite de Contract.

## 1. Obiectul Contractului

1.1. Prestatorul își asumă obligația de a presta Serviciile conform Specificației, care este parte integrantă a prezentului Contract.

1.2. Beneficiarul se obligă, la rîndul său, să achite și să recepționeze Serviciile prestate de Prestator.

1.3. Serviciile prestate în baza contractului vor respecta standardele indicate în Specificație Cînd nu este menționat nici un standard sau reglementare aplicabilă, se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.

1.4. Termenele de garanție a Serviciilor sînt indicate în Specificație.

## 2. Termeni și condiții de prestare

2.1. Livrarea studiului – în decurs de 60 zile, după semnarea contractului.

**Prețul și condiții de plată**



3.1. Prețul Serviciilor prestate conform prezentului Contract este stabilit în lei moldovenești, fiind indicat în Specificația din Anexa 1 a prezentului Contract.

3.2. Suma totală a prezentului Contract, inclusiv TVA, se stabilește în lei moldovenești și constituie: **213600,00 lei, inclusiv TVA.**

3.3. Achitarea plăților pentru Serviciile prestate se va efectua în lei moldovenești.

3.4. După recepționarea ultimei notificări din partea Beneficiarului despre acceptanța serviciilor acordate, Prestatorul va prezenta factura fiscală spre achitare.

3.5. Metoda și condițiile de plată de către Beneficiar vor fi: *prin transfer, în decurs de 30 zile după prezentarea facturii fiscale.*

3.6. Plățile se vor efectua prin transfer bancar pe contul de decontare al Prestatorului indicat în prezentul Contract.

#### **4. Condiții de predare-primire**

4.1. Serviciile se consideră predate de către Prestator și recepționate de către Beneficiar dacă:

a) cantitatea Serviciilor corespunde informației indicate în prezentul Contract și anexele la acesta;

b) calitatea Serviciilor corespunde informației indicate în prezentul Contract și Anexele la acesta;

4.2. Prestatorul este obligat să prezinte Beneficiarului un exemplar original al facturii fiscale odată cu prestarea Serviciilor, pentru efectuarea plății. Pentru nerespectarea de către Prestator a prezentei clauze, Beneficiarul își rezervă dreptul de a majora termenul de achitare prevăzut în punctul 3.5 corespunzător numărului de zile de întârziere și de a fi exonerat de achitarea penalității stabilite în punctul 10.3.

#### **5. Standarde**

5.1. Serviciile prestate în baza contractului vor respecta standardele prezentate de către prestator în propunerea sa tehnică.

5.2. Când nu este menționat nici un standard sau reglementare aplicabilă se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.

#### **6. Obligațiile părților**

6.1. În baza prezentului Contract, Prestatorul se obligă:

a) să presteze Serviciile în condițiile prevăzute de prezentul Contract;

b) să anunțe Beneficiarul după semnarea prezentului Contract, în decurs de 5 zile calendaristice, prin telefon/fax sau telegramă autorizată, despre disponibilitatea prestării Serviciilor;

c) să asigure condițiile corespunzătoare pentru recepționarea Serviciilor de către Beneficiar, în termenele stabilite, în corespundere cu cerințele prezentului Contract;

d) să asigure integritatea și calitatea Serviciilor pe toată perioada de pînă la recepționarea lor de către Beneficiar.

6.2. În baza prezentului Contract, Beneficiarul se obligă:

a) să asigure suport și acces Prestatorului la informația necesară pentru prestarea serviciilor;

b) să furnizeze Prestatorului date tehnice despre echipamentul medical ce urmează a fi instalat, precum și cel puțin una sau câteva oferte de preț pentru fiecare;

c) să asigure acces specialiștilor Prestatorului la obiectivul vizat pentru efectuarea măsurărilor și colectarea informației necesare pentru prestarea serviciilor.

d) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Serviciilor prestate în corespundere cu cerințele prezentului Contract;

e) să asigure achitarea Serviciilor prestate, respectînd modalitățile și termenele indicate în prezentul Contract.

#### **7. Forța majoră**

7.1. Părțile sînt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor conform prezentului Contract, dacă aceasta este cauzată de producerea unor cazuri de forță majoră (războaie, calamități naturale: incendii, inundații, cutremure de pămînt, precum și alte circumstanțe care nu depind de voința Părților).

Partea care invocă clauza de forță majoră este obligată să informeze imediat (dar nu mai





## 12. Dispoziții finale

12.1. Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă conform legislației Republicii Moldova.

12.2. De la data semnării prezentului Contract, toate negocierile purtate și documentele perfectate anterior își pierd valabilitatea.

12.3. Părțile contractante au dreptul, pe durata îndeplinirii contractului, să convină asupra modificării clauzelor contractului, prin act adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sînt valabile numai în cazul în care au fost perfectate în scris și au fost semnate de ambele Părți.

12.4. Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane fără acordul în scris al celeilalte părți.

12.5. Prezentul Contract este întocmit în două exemplare în limba de stat a Republicii Moldova, cîte un exemplar pentru Prestator și Beneficiar.

12.6. Prezentul Contract se consideră încheiat la data semnării și intră în vigoare la data înregistrării la una din Trezoreriile Regionale ale Ministerului Finanțelor, în cazul în care sursele financiare se alocă din bugetul de stat/bugetul local, sau la data semnării sau la o altă dată ulterioară indicată în acest contract în cazul în care gestionarea surselor financiare nu se efectuează prin intermediul sistemului trezorerial.

12.7. Prezentul Contract este valabil pînă la 31 martie 2020.

12.8. Prezentul Contract reprezintă acordul de voință al părților și se consideră semnat la data aplicării ultimei semnături de către una dintre părți.

12.9. Pentru confirmarea celor menționate mai sus, Părțile au semnat prezentul Contract în conformitate cu legislația Republicii Moldova, la data și anul indicate mai sus.

## 13. Datele juridice, poștale și bancare ale Părților

SRL "Sigma Engineering"	IMSP IMȘIC
Adresa poștală: Alba Iulia, 101, ap.55 Telefon: 069665664 IBAN: MD58AG000000022513182916 Banca: BC „MOLDOVA-AGROINDBANK” SA, Adresa poștală a băncii: sucursala Chișinău Centru, Cod: AGRNMD2X Cod fiscal: 1017600028690	Adresa poștală: or.Chișinău, str. Burebista 93 Tel/fax: 55-96-46/55-96-50 IBAN: MD73TRPCCC518430A00006AA Banca: MF-Trezoreria de Stat  Adresa poștală a băncii: str.Cosmonauților 7  Cod: TREZMD2X Cod fiscal: 1003600151643

## 14. Semnăturile părților

Prestatorul de Servicii	Autoritatea contractantă
Semnătura autorizată:  	Semnătura autorizată:  

### Specificația

Descriere	Cant.	U/M	Preț fără TVA	Preț cu TVA	Suma fără TVA	Suma cu TVA
Servicii de elaborare a studiului de fezabilitate, documentația de evaluare a impactului asupra mediului în vederea „Renovării Blocului Prematuri a Institutului Mamei și Copilului, precum și dotarea cu echipament medical”) – conform anexei 2	1	serv	178000,00	213600,00	178000,00	213600,00
<b>TOTAL</b>					<b>178000,00</b>	<b>213600,00</b>

**Prestator: SRL "Sigma Engineering"**



**Beneficiar: IMSP IMC**

