

## Contract for Architectural and Engineering Services

A23

The

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

Digitally signed by Petrov Nicolae  
Date: 2026.04.14 18:08:52 EEST  
Reason: MoldSign Signature  
Location: Moldova  
MOLDOVA EUROPEANĂ



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

and

**SRL Arhideea Grup**

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

herewith enter into the following Contract

for the Project: Management of Planning & Construction  
of a Training Center for Service Dog handlers and service dogs in Chisinau,  
Republic of Moldova

Country: Republic of Moldova

**For correspondence** (Please quote on all correspondence and invoices)

Contract No. (Cosoft No.): 83499505

Project Processing No.: 24.9017.5-001.00

Date: 13/11/2025

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices  
Bonn and Eschborn, Germany

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

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

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

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

Chairperson of the Supervisory Board  
Niels Annen, State Secretary

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

Commerzbank AG Frankfurt am Main  
BIC (SWIFT) COBADE33XXX  
IBAN DE45 5004 0000 0589 9555 00



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## 1 Scope of Services

In order to achieve the construction works of

### **Refurbishment of the K9-Unit for the National Police, Chisinau Moldova**

Management of planning and construction of a training centre for service dog handlers and service dogs in Chisinau, Moldova

the Contractor shall perform the services according to the Terms of Reference (Annex 1) and the stipulations in the subsequent clauses outlined hereinafter.

## 2 Two Phases of Contract

2.1 By signing this contract, the Employer commissions the Contractor with the services pursuant to Section 3 (Phase 1) only.

2.2 In case of execution of the construction works, the Employer has the option to commission the Contractor with the task of author supervision as described under Section 4 (Phase 2).

The Contractor shall be obliged to provide the relevant services/results if the Employer exercises the option within 12 months after acceptance of the results of the previous Phase 1.

The Contractor shall have no legal claim for the assignment of services for Phase 2.

2.3 The assignment for Phase 2 pursuant to Sub-Sections 2.2 shall be made in writing.

2.4 The Employer reserves the right to limit the assignment to individual services of Phase 2.

2.5. The Contractor cannot derive any increase in remuneration from the limitation of assignment to individual services of Phase 2.

The Contractor shall not have the right to claim any remuneration for individual services that are not commissioned in writing by the Employer.

## 3 Phase 1 (Preparation of the Documents for Building Permission and Construction)

Within this phase the Contractor shall execute the following services according to ToR:

3.1 Establishing whether cadastral maps, surveyors' plans, soil investigations or other documents of the building site exist. If not, or if the existing documents do not suffice, procurement of appropriate tenders shall be prepared, and the assignment shall be

ensured after prior written approval by the Employer. Costs arising out of this procurement shall be paid as reimbursable expenditures in addition to the remuneration as laid out in Section 7.

- 3.1.a Optional position; applicable for refurbishment, renovation and/or reconstruction works: Assessment of existing infrastructure or building; verification of existing plans and other documents including the original structural calculation, if available. If relevant documents are not available taking measurements of existing infrastructure and elaborating the corresponding drawings for further planning is part of the assignment. The Contractor is responsible for using correct measurements and shall not rely on existing plans without verifying them.
- 3.2 Preliminary design / Phase 1A
- 3.2.1 Sketching of a preliminary design and a site layout plan in a suitable scale, including outdoor facilities, State boundaries and neighbouring infrastructures.
- 3.2.2 Preparation of preliminary design plans for the buildings and outdoor facilities on a scale to be agreed with the Employer of 1:200 or 1:100 or 1:500.
- 3.2.3 Preparation of an explanatory report for the buildings and outdoor facilities with photos (if possible).
- 3.2.4 Preparation of a cost estimate for the buildings and outdoor facilities
- Prove of land title
  - Necessary expert opinions (e.g. soil survey)
- 3.3 Obtaining of building permission and other permits required for the execution of the works
- 3.4 Preparation of the final design plans for construction / Phase 1B.
- 3.4.1 Architectural design planning:
- (1) Layout plan on a scale of 1:500\* or 1:200\*,
  - (2) Floor-plans, sections and elevations for all buildings and/or structures on a scale of 1:100\*,
  - (3) Plans for the outdoor facilities on a suitable scale.
- 3.4.2 Preparation of the working drawings on a scale of 1:50\*, important details on a scale of 1:10, 1:5 or 1:1 and all outdoor facilities on a suitable scale.
- 3.4.3 Structural planning:
- (1) Elaboration of the structural analysis suitable for review and approval
  - (2) Preparation of reinforcement plans and/or plans for structural steel works as supplement to the working drawings pursuant to Section 3.4.2.

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\* unless a different scale has been agreed upon.



- 3.4.4 Planning of mechanical, electrical and sanitary and/or other installations:
- (1) Determination of technical requirements and output values.
  - (2) Dimensioning of all equipment and parts of installations.
  - (3) Pertaining drawings on a scale of 1:100.
  - (4) Determination of pipe channels and openings in walls, ceilings and floors.
  - (5) Working and detail drawings on a scale to be agreed with the Employer.
- 3.5 Services for the award of construction contract according to the Employer's instructions
- 3.5.1 Compilation of the specifications with technical preface.
  - 3.5.2 Calculation of quantities and preparation of the Bill of Quantities.
  - 3.5.3 Calculation of a priced Bill of Quantity as cost estimate.
  - 3.5.4 Suggestion of building contractors to be invited to tender (preparation of short list).
  - 3.5.5 Supporting of the tendering process, if instructed to do so by the Employer.
  - 3.5.6 Evaluation of the Tenders received, including a price comparison between all Tenders on the level of individual positions and elaboration of a proposal for the award of contract.
  - 3.5.7 Conducting of or supporting in contract negotiations, if requested by the Employer.

#### **4 Phase 2 (Author-Supervision)**

- 4.1 It is anticipated that the Contractor shall supervise all construction works **for 10 months.**

The beginning and the end of the period of assignment shall be stipulated in writing when the Contractor is commissioned with Phase 2 according to Sub-Section 2.2. – 2.5.

- 4.2 The Contractor shall carry out all engineering and author supervision functions and duties in accordance with the contractual provisions made between the Employer and the construction company.


Without claim of completeness, these functions and duties are as follows:

#### 4.3 Technical Services

- 4.3.1 Due and proper author supervision of the execution of the construction, mechanical, electrical, sanitary and/or other installation works, to ensure that they conform with the specifications and drawings, the recognized engineering principles and all applicable regulations.



- 4.3.2 Provide technical advice and necessary support to all personnel assigned to and engaged with the execution of the project.
- 4.3.3 Examination and approval or rejection of materials for construction work supplied by the construction company/companies.
- 4.3.4 Amending of the working drawings in accordance with the actual execution of the works (see paragraph 5.2.2: as-built drawings).
- 4.3.5 Technical inspection of the execution of the structure to ensure that it conforms with the approved structural documents.
- 4.3.6 Inspection of concrete production and processing at the building site and evaluation of quality controls.
- 4.3.7 Follow-up of the working progress schedule provided by the construction company or, if not available, own compilation of a suitable programme (e.g. bar chart) which has to be agreed to and signed by the construction company.
- 4.3.8 Joint measurements of the work in place with the construction company. This includes the preparation of special intermediate measurement records for works that cannot be measured after the construction work has been completed. All measurements shall be confirmed in writing by the construction company and the Resident Engineer.  
  
(This provision is not applicable for lump sum construction contracts)
- 4.3.9 Preparation of and participation in taking-over procedures by the Employer (Taking-Over Certificate).
- 4.3.10 Participation in the handing-over of the completed project, compilation and handing over of the necessary documents; independent handing over and drawing up of the handing-over certificate to the project executing agency/beneficiary, if instructed to do so by the Employer (Handing Over Certificate).
- 4.3.11 Inspections during the construction companies defects liability period and author supervision of rectification of any faults and defects that may occur.
- 4.4 Commercial Services connected with the construction
  - 4.4.1 Checking and, if necessary, correction of invoices, reports, lists, etc. of the construction company within the periods stipulated in the contract between the Employer and the construction company. Calculations of quantities, accounting files and cost calculations shall be checked for technical and arithmetical accuracy and certified by date and signature. In order to show that this has been done, the Contractor shall tick all correct values and amounts reported.
  - 4.4.2 Examination of new prices for additional or amended services to ensure that they are in line with the cost estimate of the original tender as well as the current local price structure.
- 4.5 Assignment of Personnel for Site Supervision
  - 4.5.1 In order to supervise the construction work, the Contractor shall assign the following personnel **for 10 months**.



- 1) Nicolae Petrov – Resident Engineer
- 2) Grigore Vascan – Quantity Surveyor
- 3) Petru Popa – Construction Engineer
- 4) Iurie Pascari – Internal/External Electricity Networks Specialist
- 5) Alexandru Slivco – Water supply and Sewerage Expert

Any change of assigned personnel requires prior written approval of the Employer.

#### 4.6 Reports

##### 4.6.1 The Contractor shall submit

- mid-term report on the progress of construction which should include), photographs and other relevant data as well as details on completed work, percentage of completion as well as occurred changes.
- a final report one months after completion and taking-over of the construction works, comprising:
  - a brief description of the progress of the entire project from planning to taking-over or handing-over, comments about the construction period, listing major problems encountered during construction and how these were solved.

4.6.2 Special reports shall be forwarded to the Employer immediately in case of important incidents or circumstances that may occur. Each such report shall include in particular events and circumstances that may establish or raise claims against the construction company commissioned with the execution of the construction works.

4.6.3 All reports shall be submitted to the Employer in English language as an electronic file.

## 5 Documentation

5.1 All documents shall clearly indicate that they were produced on behalf of the Employer. The Employer shall approve the title block of the drawings. All documents shall be drawn up in English language.

5.2 The Contractor shall provide the following number of files:

### 5.2.1 Phase 1 :

Documents for Building Permission pursuant to Section 3.2.2 to 3.2.4 and 3.3

1 electronic  
file / 5 hard  
copies

Architectural design plans pursuant to Section 3.4.1 (tender drawings)

1 electronic  
file / 5 hard  
copies

	Working drawings, structural analysis, reinforcement plans and installation drawings pursuant to Sections 3.4.2 to 3.4.4	1 electronic file / 5 hard copies
	Specifications and Bill of Quantities pursuant to Sections 3.5.1 and 3.5.2, 3.5.3.	1 electronic file / 5 hard copies
	Reproducible of final design and working drawings	1 electronic file / 5 hard copies
<b>5.2.2</b>	<b>Phase 2 :</b>	
	Finalizing and confirming the as-built drawings for all buildings and outdoor facilities, including structures and installations.	1 electronic file / 5 hard copies
	Photographs of all buildings/installations after completion	1 electronic file / 5 hard copies

## **6 Deadlines / Penalty for Delay**

The following deadlines shall apply for the services to be performed by the Contractor:

- 6.1 **Phase 1-A** - First submission of the preliminary design sketches pursuant to Sub-Section 3.2.1 (A23) and 6.1 a)-r) (TOR): **10 CW** after signing the contract
- 6.2 **Phase 1-A** - Preparation of all Documents for Building Permission (if necessary) pursuant to Sub-Section 3.2.2 through 3.2.4 (A23) and 6.1 r) (TOR): **10 CW** after approval of the first preliminary design sketches
- 6.3 **Phase 1-B** - Preparation of the Construction Documents pursuant to Section 3.4 (A23) and 6.2 a)-m) and 6.2.1 n)-s) (TOR): **10 CW** after approval of the building permission incl. preparation of tender documents (construction)
- 6.4 Completion and submission of the as-built drawings and photographs pursuant to Sub-Section 5.2.2:  
weeks after acceptance and taking over of the works.
- 6.5 The Contractor shall complete the Services/Results as listed above.
- 6.6 If the contractor fails to meet the agreed dates and deadlines for an agreed work and does not deliver the work within the period of grace set by GIZ, then GIZ shall be entitled, as soon as the period of grace has expired, to demand a contractual penalty of 0.5% of the remuneration for each week or part thereof after expiration of the set period of grace; however, the contractual penalty shall not exceed a total of 8% of the remuneration.
- 6.7 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Services or from any other obligation or liability under this Contract.

## 7 Remuneration

7.1 The Contractor shall be entitled to the following remuneration in MDL (Currency):

7.1.1 Phase 1 (A&B) the lump-sum of 1,645,000

7.1.2 Phase 2

- (1) For a Lead Architect site supervision, a fee of 3,500 MDL per day is requested, the calculation for 9 days author supervision the total amount of 31,500 MDL
- (2) For a Structural Engineer site supervision, a fee of 2,500 MDL per day is requested, the calculation for 4 days author supervision the total amount of 10,000 MDL
- (3) For a Mechanical Engineer site supervision, a fee of 2,500 MDL per day is requested, the calculation for 4 days author supervision the total amount of 10,000 MDL
- (4) For a Electrical Engineer site supervision, a fee of 2,500 MDL per day is requested, the calculation for 4 days author supervision the total amount of 10,000 MDL

7.1.3 **Total Remuneration** (Up to)  
1,706.500

(in words: one million seven hundred six thousand five hundred)

7.2 All lump sums and expert/month-rates as stated above are fixed prices and shall include all costs incurring in connection with the performance of these services.

7.3 The Contractor shall invoice turnover tax if and as prescribed by law; the Employer will refund the amount in addition to the remuneration.

Amount of turnover tax (if applicable):

## 8 Terms of Payment

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

SRL „Arhideea Grup”  
Legal address: MD-3401, or. Hincesti, str 31 august nr. 6A  
IDNO Fiscal Code: 1009605002409  
IBAN (MDA): MD48ML000000000225112311  
Bank: BC “Moldincombank” SA/ Hincesti branch  
Bank code: MOLDMD2X323

- 8.2 Each invoice shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.
- 8.3 Payments on account shall be made in accordance with the progress of the works (milestones/indicators as agreed under 8.4) for the services as described above under point 3 and – if applicable – under point 4.
- 8.4 The following schedule of payments shall be agreed for interim statements of account and the final statement of account; the payments will be done once in 2,5 months.

Statement of account	Anticipated amounts	Phase 1 or Phase 2	Milestones/Indicators
1 <sup>st</sup> interim payment	1,000,000 MDL	Phase 1A	Submission of complete documents/ full set of preliminary design documents finalized and released by GIZ & NP
2 <sup>nd</sup> interim payment	645.000 MDL	Phase 1B	Submission of complete documents/ full set of final design documents finalized and released by GIZ & NP
3 <sup>rd</sup> interim payment	30,750 MDL	Phase 2	depending on construction process
Final payment	30,750 MDL	Phase 2	handing over of the object incl. finalizing and confirming the as-built drawings for all buildings and outdoor facilities of the project

- 8.5 An amount of 5 % of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.
- 8.6 After the successful completion of  
- phase 1 (commission for phase 1 only) or  
- phase 1 and phase 2 (commission for both phases)  
as well as presentation of the final bill and as-built drawings, the remuneration due shall be paid reduced by 3 % of the total Contract Price.
- 8.6.1 These 3 % shall be released after the defects liability period has expired, provided the results of the Works are free of defects.
- 8.6.2 The 3 % may be released against the provision of a Defects Liability Guarantee, which is to be provided at the order and at the expenses of the Contractor, and that

by a bank accepted by the Employer in compliance with the format enclosed (see Annex A 7).

- 8.7 The Retention of 3 % for the defects liability period will not be withheld, if the final contract amount is not exceeding the equivalent of Euro 50.000, –.

## **9 Duty of Care and Exercise of Authority**

9.1 The Contractor shall exercise reasonable and due skill, care and diligence in the performance of his obligations under the Contract and shall observe all local regulations in force and the recognized rules of engineering.

9.2 Regarding any claims of the Employer against the construction company or any third party, the Contractor shall take the necessary measures to protect the Employers rights provisionally if and to the extent that the Employer cannot be informed in good time.

9.3 Where the Services include the exercise of powers or performance of duties authorised or required by the terms of the contract between the Employer and the construction company, the Contractor shall

- \* act in accordance with this contract and the contract between the Employer and the construction company,
- \* if authorized to certify, decide or exercise discretion, do so fairly and balanced between the Employer's and the construction company's interests, not as an arbitrator but as an independent professional that acts by his skill and judgement.

## **10 Warranty period**

10.1 If the contractor is commissioned for phase 1 only, the warranty period of the services of the Contractor shall be 12 months after acceptance of the respective services and results.

10.2 If the contractor is commissioned for phase 1 and phase 2, the warranty period of the services of the Contractor shall be the same as stipulated in the Contract between the Employer and the construction company, beginning with the taking-over of the building or other construction works. The usual warranty period stipulated for construction contracts is 12 months after taking over.

## **11 Insurance for Liability**

11.1 The Contractor undertakes to take out an insurance for liability for damage caused negligently by the Contractor, his staff and other persons he engages for or in connection with the implementation of the Contract to the Employer, the recipient of the works in the country of assignment or to third parties.

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

11.3 Upon request, the Contractor shall prove to the Employer sufficient insurance coverage.



## 12 Copyright

The Contractor retains copyright of all documents prepared by him. The Employer shall be entitled to use them or copy them only for the Works and the purpose for which they are intended and is not required to obtain the Contractors permission to copy documents for such use.

## 13 Conflict of Interest

Unless otherwise permitted in writing by the Employer, the Contractor and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in this Contract. The Contractor shall not engage in any activity which might conflict with the interest of the Employer under this Contract.

## 14 Arbitration and Governing law

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

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

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

14.4 English will be the language of arbitration.

## 15 Modifications and Alterations

Any modifications, additions and/or deletions to this contract as well as all fundamental communication shall be made in writing only.

## 16 Termination of the Contract

16.1 The Employer may terminate the Contract at any time either wholly or in respect of individual parts of the work or the services.

16.2 Should the Employer terminate the Contract for a reason for which the Contractor is not answerable, the Contractor shall be entitled to demand the agreed sum in remuneration. However, he shall agree to non-incurred expenses or avoidable expenditure being deducted from the sum otherwise due. Salaries and ancillary costs in respect of salaries for the experts of the Contractor assigned to the project shall as a rule be deemed not incurred if they would have become due more than 3 months after the date on which termination of the Contract took effect. The Contractor shall bear the burden of proof for exceptions to this rule.

16.3 If the Employer terminates the Contract for a reason for which the Contractor or its experts are answerable, remuneration shall be paid only for the works already executed, provided that the Employer can utilize them, in accordance with the Contract

prices, or that part actually executed shall be remunerated as a proportion of the total contractual works on the basis of the Contract prices. Those works executed which the Employer cannot utilize shall be returned to the Contractor at the latter's expense. Insofar as the contractual work comprises the rendering of services, the services rendered up to the date of termination shall be deemed utilizable works. In no case shall there be a claim to more than the contractual amount.

- 16.4 The Contractor shall be deemed answerable for the reason for termination if the Employer terminates because bankruptcy proceedings have been initiated against the assets of the Contractor, or because judicial competition proceedings have been initiated against the Contractor, or if it has discontinued its payments not only on a temporary basis, thus jeopardizing the proper execution of the Contract.
- 16.5 Other legal rights and claims of the Employer and Contractor shall remain unaffected.

## 17 Partial Invalidity

The invalidity of one or several provisions of this Contract shall not affect the validity of the remaining provisions. Invalid provisions shall be substituted by provisions that are closest to the economic purpose pursued by the contracting parties with the respective provisions.

## 18 Copies

This Contract shall be drawn up in duplicate, and each party shall receive one copy thereof.

Place, date : Chisinau,  
13.11.2025

The Employer  
Deutsche Gesellschaft für  
Internationale Zusammenarbeit  
(GIZ) GmbH



Adrian Stranzenbach Andrei Zapanovici  
Project Manager Head of Finance  
and Administration


Place, date: Chisinau,  
13.11.2025

*SRL Arhideea Grup*

Nicolae Petrov  
Administrator



Encl.: List of Annexes



**List of Annexes:**

- 1**        **Terms of Reference**
- A 7**      Defects Liability Guarantee (if applicable)
- A 8**      Performance Guarantee (if applicable)
- A 9**      Taking-Over Certificate
- A 19**     Guide for the Preparation of the Explanatory Report
- A 20**     Form of Cost Estimate
- A 21**     Specimen of Construction Progress Report
- A 22**     Handing-Over Certificate



## Supplementary terms and conditions for Architectural and Engineering Services

### 1. Framework conditions and sustainability

#### 1.1 Environmental and social standards, human rights

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

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

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

#### 1.2 Labour standards and minimum wages

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

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

#### 1.3 Avoiding unintended adverse impacts when implementing the contract

When performing the Architectural and Engineering Services, the Contractor must seek to avoid or mitigate any unintended adverse impacts on the environment, the climate, climate change adaptation, human rights, gender equality and fragile contexts involving conflict and violence by implementing attributable mitigation measures. The Contractor also undertakes to fully harness all opportunities to promote gender equality.

#### 1.4 Legal consequences of breach of these obligations

If the Contractor breaches any of the obligations set out in section 1 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor.



## 2. Integrity

### 2.1 Conflicts of interest

The Contractor must avoid all conflicts of interests in relation to the contract. Conflicts of interest can arise in particular as a result of commercial interests, political allegiances or national ties, links to family members or friends and other ties or interests. In particular, the Contractor undertakes:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) during the term of the contract with GIZ, not to accept any other contract where a conflict of interest is to be anticipated due to the nature of that contract or due to the Contractor's personal or financial connections with a third party, unless prior consent has been given by GIZ in text form;
- (c) in relation to the contract with GIZ, not to enter into any contracts with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in writing.

The Contractor undertakes to inform GIZ without delay of any circumstances that constitute or could lead to a conflict of interest. It must discuss and agree with GIZ any further steps to be taken. If the parties are unable to reach agreement and GIZ then terminates the contract, responsibility for termination lies with the Contractor.

### 2.2 Integrity principles

Whether directly or via a third party, the Contractor must not offer or grant any gifts or benefits and must not accept or demand gifts or benefits for itself or others in connection with the award and/or implementation of the contract; this also applies to facilitating payments.

The Contractor must not agree any restraints on competition with one or more other companies.

Any form of corruption is prohibited. The Contractor is obliged to take appropriate and reasonable measures to prevent and combat corruption. In connection with the implementation of the contract, it is also obliged to report confirmed cases and strong suspicions of corruption and/or property offences (e.g. fraud, misappropriation and breach of trust) without delay to GIZ's whistleblower system. The whistleblower system can be accessed through the whistleblower portal at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing), GIZ's Integrity Advisor by email ([integrity-mailbox@giz.de](mailto:integrity-mailbox@giz.de)) and the external ombudsperson via the website at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing) GIZ external ombudsperson.

### 2.3 Consequences of breach of the integrity rules

If the Contractor breaches any of the prohibitions or obligations set out in section 2.2 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor. In response to a breach of any of the obligations set out in section 2.2, GIZ is entitled, where appropriate, to exclude the Contractor from future tenders for a limited period.

**3. Specific contractual penalties**

Following any breach of the obligations set out in sections 1.1 (Environmental and social standards, human rights), 1.2 (Labour standards and minimum wages) and 2 (Integrity), the Contractor is obliged to pay a contractual penalty of EUR 25,000 in respect of each individual breach. If a benefit-in-kind given is greater than EUR 25,000, the Contractor is liable to pay a contractual penalty equal to the amount of the benefit-in-

kind. This is without prejudice to any further claims for damages by GIZ. However, the contractual penalty will be deducted from any such claims for damages.

**4. Prevention of the financing of terrorism and compliance with embargoes**

The Contractor must ensure that the remuneration provided by GIZ is not used to make funds or other economic resources directly or indirectly available to third parties that are included on a sanctions list issued by the United Nations and/or the European Union (EU).

When implementing the contract, the Contractor may enter into and/or maintain business relations only with third parties that are reliable and that are not subject to any statutory ban on entering into a contract or business relations.

Furthermore, when implementing the contract, the Contractor must comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor itself or a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This also applies if the Contractor learns of any occurrence that leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this section 4.

- End of Supplementary terms and conditions -

## Contract for Architectural and Engineering Services

A23

The

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

Digitally signed by Petrov Nicolae  
Date: 2026.04.14 18:09:18 EEST  
Reason: MoldSign Signature  
Location: Moldova

MOLDOVA EUROPEANĂ



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

and

**SRL Arhideea Grup**

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

herewith enter into the following Contract

for the Project: Management of Planning & Construction  
of a Training Center for Service Dog handlers and service dogs in Chisinau,  
Republic of Moldova

Country: Republic of Moldova

**For correspondence** (Please quote on all correspondence and invoices)

Contract No. (Cosoft No.): 83498944

Project Processing No.: 24.9017.5-001.00

Date: 13/11/2025

Deutsche Gesellschaft für  
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices  
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36  
53113 Bonn, Germany  
T +49 228 4450-0  
F +49 228 4450-1766

Dag-Hammarskjöld-Weg 1-5  
65760 Eschborn, Germany  
T +49 6195 79-0  
F +49 6195 79-1115

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

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

Chairperson of the Supervisory Board  
Niels Annen, State Secretary

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

Commerzbank AG Frankfurt am Main  
BIC (SWIFT) COBADE33XXX  
IBAN: DE45 5004 0000 0588 9555 00

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List of Annexes

Supplementary terms and conditions for Architectural and Engineering Services

## 1 Scope of Services

In order to achieve the construction works of

### **Refurbishment of the K9-Unit** for the General Border Police, Chisinau Moldova

Management of planning and construction of a training centre for service  
dog handlers and service dogs in Chisinau, Moldova

the Contractor shall perform the services according to the Terms of Reference  
(Annex 1) and the stipulations in the subsequent clauses outlined hereinafter.

## 2 Two Phases of Contract

2.1 By signing this contract, the Employer commissions the Contractor with the services  
pursuant to Section 3 (Phase 1) only.

2.2 In case of execution of the construction works, the Employer has the option to com-  
mission the Contractor with the task of author supervision as described under  
Section 4 (Phase 2).

The Contractor shall be obliged to provide the relevant services/results if the Em-  
ployer exercises the option within 12 months after acceptance of the results of the  
previous Phase 1.

The Contractor shall have no legal claim for the assignment of services for Phase 2.

2.3 The assignment for Phase 2 pursuant to Sub-Sections 2.2 shall be made in writing.

2.4 The Employer reserves the right to limit the assignment to individual services of  
Phase 2.

2.5. The Contractor cannot derive any increase in remuneration from the limitation of  
assignment to individual services of Phase 2.

The Contractor shall not have the right to claim any remuneration for individual ser-  
vices that are not commissioned in writing by the Employer.

## 3 Phase 1 (Preparation of the Documents for Building Permission and Construction)

Within this phase the Contractor shall execute the following services according to  
ToR:

3.1 Establishing whether cadastral maps, surveyors' plans, soil investigations or other  
documents of the building site exist. If not, or if the existing documents do not suffice,  
procurement of appropriate tenders shall be prepared, and the assignment shall be

ensured after prior written approval by the Employer. Costs arising out of this procurement shall be paid as reimbursable expenditures in addition to the remuneration as laid out in Section 7.

- 3.1.a Optional position; applicable for refurbishment, renovation and/or reconstruction works: Assessment of existing infrastructure or building; verification of existing plans and other documents including the original structural calculation, if available. If relevant documents are not available taking measurements of existing infrastructure and

elaborating the corresponding drawings for further planning is part of the assignment. The Contractor is responsible for using correct measurements and shall not rely on existing plans without verifying them.

3.2 Preliminary design / Phase 1A

- 3.2.1 Sketching of a preliminary design and a site layout plan in a suitable scale, including outdoor facilities, State boundaries and neighbouring infrastructures.

- 3.2.2 Preparation of preliminary design plans for the buildings and outdoor facilities on a scale to be agreed with the Employer of 1:200 or 1:100 or 1:500.

- 3.2.3 Preparation of an explanatory report for the buildings and outdoor facilities with photos (if possible).

- 3.2.4 Preparation of a cost estimate for the buildings and outdoor facilities

- Prove of land title
- Necessary expert opinions (e.g. soil survey)

- 3.3 Obtaining of building permission and other permits required for the execution of the works

- 3.4 Preparation of the final design plans for construction / Phase 1B.

- 3.4.1 Architectural design planning:

- (1) Layout plan on a scale of 1:500\* or 1:200\*,
- (2) Floor-plans, sections and elevations for all buildings and/or structures on a scale of 1:100\*,
- (3) Plans for the outdoor facilities on a suitable scale.

- 3.4.2 Preparation of the working drawings on a scale of 1:50\*, important details on a scale of 1:10, 1:5 or 1:1 and all outdoor facilities on a suitable scale.

- 3.4.3 Structural planning:

- (1) Elaboration of the structural analysis suitable for review and approval
- (2) Preparation of reinforcement plans and/or plans for structural steel works as supplement to the working drawings pursuant to Section 3.4.2.

---

\* unless a different scale has been agreed upon.



- 3.4.4 Planning of mechanical, electrical and sanitary and/or other installations:
- (1) Determination of technical requirements and output values.
  - (2) Dimensioning of all equipment and parts of installations.
  - (3) Pertaining drawings on a scale of 1:100.
  - (4) Determination of pipe channels and openings in walls, ceilings and floors.
  - (5) Working and detail drawings on a scale to be agreed with the Employer.
- 3.5 Services for the award of construction contract according to the Employer's instructions
- 3.5.1 Compilation of the specifications with technical preface.
  - 3.5.2 Calculation of quantities and preparation of the Bill of Quantities.
  - 3.5.3 Calculation of a priced Bill of Quantity as cost estimate.
  - 3.5.4 Suggestion of building contractors to be invited to tender (preparation of short list).
  - 3.5.5 Supporting of the tendering process, if instructed to do so by the Employer.
  - 3.5.6 Evaluation of the Tenders received, including a price comparison between all Tenders on the level of individual positions and elaboration of a proposal for the award of contract.
  - 3.5.7 Conducting of or supporting in contract negotiations, if requested by the Employer.

#### **4 Phase 2 (Author-Supervision)**

- 4.1 It is anticipated that the Contractor shall supervise all construction works **for 10 months.**

The beginning and the end of the period of assignment shall be stipulated in writing when the Contractor is commissioned with Phase 2 according to Sub-Section 2.2. – 2.5.

- 4.2 The Contractor shall carry out all engineering and author supervision functions and duties in accordance with the contractual provisions made between the Employer and the construction company.

Without claim of completeness, these functions and duties are as follows:

#### 4.3 Technical Services

- 4.3.1 Due and proper author supervision of the execution of the construction, mechanical, electrical, sanitary and/or other installation works, to ensure that they conform with the specifications and drawings, the recognized engineering principles and all applicable regulations.



- 4.3.2 Provide technical advice and necessary support to all personnel assigned to and engaged with the execution of the project.
- 4.3.3 Examination and approval or rejection of materials for construction work supplied by the construction company/companies.
- 4.3.4 Amending of the working drawings in accordance with the actual execution of the works (see paragraph 5.2.2: as-built drawings).
- 4.3.5 Technical inspection of the execution of the structure to ensure that it conforms with the approved structural documents.
- 4.3.6 Inspection of concrete production and processing at the building site and evaluation of quality controls.
- 4.3.7 Follow-up of the working progress schedule provided by the construction company or, if not available, own compilation of a suitable programme (e.g. bar chart) which has to be agreed to and signed by the construction company.
- 4.3.8 Joint measurements of the work in place with the construction company. This includes the preparation of special intermediate measurement records for works that cannot be measured after the construction work has been completed. All measurements shall be confirmed in writing by the construction company and the Resident Engineer.  
  
(This provision is not applicable for lump sum construction contracts)
- 4.3.9 Preparation of and participation in taking-over procedures by the Employer (Taking-Over Certificate).
- 4.3.10 Participation in the handing-over of the completed project, compilation and handing over of the necessary documents; independent handing over and drawing up of the handing-over certificate to the project executing agency/beneficiary, if instructed to do so by the Employer (Handing Over Certificate).
- 4.3.11 Inspections during the construction companies defects liability period and author supervision of rectification of any faults and defects that may occur.
- 4.4 Commercial Services connected with the construction
  - 4.4.1 Checking and, if necessary, correction of invoices, reports, lists, etc. of the construction company within the periods stipulated in the contract between the Employer and the construction company. Calculations of quantities, accounting files and cost calculations shall be checked for technical and arithmetical accuracy and certified by date and signature. In order to show that this has been done, the Contractor shall tick all correct values and amounts reported.
  - 4.4.2 Examination of new prices for additional or amended services to ensure that they are in line with the cost estimate of the original tender as well as the current local price structure.
- 4.5 Assignment of Personnel for Site Supervision
  - 4.5.1 In order to supervise the construction work, the Contractor shall assign the following personnel **for 10 months**.

- 1) Nicolae Petrov – Resident Engineer
- 2) Grigore Vascan – Quantity Surveyor
- 3) Petru Popa – Construction Engineer
- 4) Iurie Pascari – Internal/External Electricity Networks Specialist
- 5) Alexandru Slivco – Water supply and Sewerage Expert

Any change of assigned personnel requires prior written approval of the Employer.

#### 4.6 Reports

##### 4.6.1 The Contractor shall submit

- mid-term report on the progress of construction which should include), photographs and other relevant data as well as details on completed work, percentage of completion as well as occurred changes.
- a final report one months after completion and taking-over of the construction works, comprising:
  - a brief description of the progress of the entire project from planning to taking-over or handing-over, comments about the construction period, listing major problems encountered during construction and how these were solved.

4.6.2 Special reports shall be forwarded to the Employer immediately in case of important incidents or circumstances that may occur. Each such report shall include in particular events and circumstances that may establish or raise claims against the construction company commissioned with the execution of the construction works.

4.6.3 All reports shall be submitted to the Employer in English language as an electronic file.

## 5 Documentation

5.1 All documents shall clearly indicate that they were produced on behalf of the Employer. The Employer shall approve the title block of the drawings. All documents shall be drawn up in English language.

5.2 The Contractor shall provide the following number of files:

### 5.2.1 Phase 1 :

Documents for Building Permission pursuant to Section 3.2.2 to 3.2.4 and 3.3

1 electronic file / 5 hard copies

Architectural design plans pursuant to Section 3.4.1 (tender drawings)

1 electronic file / 5 hard copies

	Working drawings, structural analysis, reinforcement plans and installation drawings pursuant to Sections 3.4.2 to 3.4.4	1 electronic file / 5 hard copies
	Specifications and Bill of Quantities pursuant to Sections 3.5.1 and 3.5.2, 3.5.3.	1 electronic file / 5 hard copies
	Reproducible of final design and working drawings	1 electronic file / 5 hard copies
<b>5.2.2</b>	<b>Phase 2 :</b>	
	Finalizing and confirming the as-built drawings for all buildings and outdoor facilities, including structures and installations.	1 electronic file / 5 hard copies
	Photographs of all buildings/installations after completion	1 electronic file / 5 hard copies

## **6 Deadlines / Penalty for Delay**

The following deadlines shall apply for the services to be performed by the Contractor:

- 6.1 **Phase 1-A** - First submission of the preliminary design sketches pursuant to Sub-Section 3.2.1 (A23) and 6.1 a)-r) (TOR): **10 CW** after signing the contract
- 6.2 **Phase 1-A** - Preparation of all Documents for Building Permission (if necessary) pursuant to Sub-Section 3.2.2 through 3.2.4 (A23) and 6.1 r) (TOR): **10 CW** after approval of the first preliminary design sketches
- 6.3 **Phase 1-B** - Preparation of the Construction Documents pursuant to Section 3.4 (A23) and 6.2 a)-m) and 6.2.1 n)-s) (TOR): **10 CW** after approval of the building permission incl. preparation of tender documents (construction)
- 6.4 Completion and submission of the as-built drawings and photographs pursuant to Sub-Section 5.2.2:  
weeks after acceptance and taking over of the works.
- 6.5 The Contractor shall complete the Services/Results as listed above.
- 6.6 If the contractor fails to meet the agreed dates and deadlines for an agreed work and does not deliver the work within the period of grace set by GIZ, then GIZ shall be entitled, as soon as the period of grace has expired, to demand a contractual penalty of 0.5% of the remuneration for each week or part thereof after expiration of the set period of grace; however, the contractual penalty shall not exceed a total of 8% of the remuneration.
- 6.7 The payment of such penalty shall not relieve the Contractor from his obligation to complete the Services or from any other obligation or liability under this Contract.



## 7 Remuneration

7.1 The Contractor shall be entitled to the following remuneration in MDL (Currency):

7.1.1 Phase 1 (A&B) the lump-sum of 1,200,400

7.1.2 Phase 2

- (1) For a Lead Architect site supervision, a fee of 3,500 MDL per day is requested, the calculation for 9 days author supervision the total amount of 31,500 MDL
- (2) For a Structural Engineer site supervision, a fee of 2,500 MDL per day is requested, the calculation for 4 days author supervision the total amount of 10,000 MDL
- (3) For a Mechanical Engineer site supervision, a fee of 2,500 MDL per day is requested, the calculation for 4 days author supervision the total amount of 10,000 MDL
- (4) For a Electrical Engineer site supervision, a fee of 2,500 MDL per day is requested, the calculation for 4 days author supervision the total amount of 10,000 MDL

7.1.3 **Total Remuneration** **(Up to)**  
**1,261.900**

(in words: one million seven hundred six thousand five hundred)

7.2 All lump sums and expert/month-rates as stated above are fixed prices and shall include all costs incurring in connection with the performance of these services.

7.3 The Contractor shall invoice turnover tax if and as prescribed by law; the Employer will refund the amount in addition to the remuneration.

Amount of turnover tax *(if applicable)*:

## 8 Terms of Payment

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

SRL „Arhideea Grup“  
Legal address: MD-3401, or. Hincesti, str 31 august nr. 6A  
IDNO Fiscal Code: 1009605002409  
IBAN (MDA): MD48ML00000000225112311  
Bank: BC "Moldincombank" SA/ Hincesti branch  
Bank code: MOLDMD2X323



- 8.2 Each invoice shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.
- 8.3 Payments on account shall be made in accordance with the progress of the works (milestones/indicators as agreed under 8.4) for the services as described above under point 3 and – if applicable – under point 4.
- 8.4 The following schedule of payments shall be agreed for interim statements of account and the final statement of account; the payments will be done once in 2,5 months.

Statement of account	Anticipated amounts	Phase 1 or Phase 2	Milestones/Indicators
1 <sup>st</sup> interim payment	750,000 MDL	Phase 1A	Submission of complete documents/ full set of preliminary design documents finalized and released by GIZ & NP
2 <sup>nd</sup> interim payment	450,400 MDL	Phase 1B	Submission of complete documents/ full set of final design documents finalized and released by GIZ & NP
3 <sup>rd</sup> interim payment	30,750 MDL	Phase 2	depending on construction process
Final payment	30,750 MDL	Phase 2	handing over of the object incl. finalizing and confirming the as-built drawings for all buildings and outdoor facilities of the project

- 8.5 An amount of 5 % of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.
- 8.6 After the successful completion of  
 - phase 1 (commission for phase 1 only) or  
 - phase 1 and phase 2 (commission for both phases)  
 as well as presentation of the final bill and as-built drawings, the remuneration due shall be paid reduced by 3 % of the total Contract Price.
- 8.6.1 These 3 % shall be released after the defects liability period has expired, provided the results of the Works are free of defects.
- 8.6.2 The 3 % may be released against the provision of a Defects Liability Guarantee, which is to be provided at the order and at the expenses of the Contractor, and that



by a bank accepted by the Employer in compliance with the format enclosed (see Annex A 7).

- 8.7 The Retention of 3 % for the defects liability period will not be withheld, if the final contract amount is not exceeding the equivalent of Euro 50.000, –.

## **9 Duty of Care and Exercise of Authority**

- 9.1 The Contractor shall exercise reasonable and due skill, care and diligence in the performance of his obligations under the Contract and shall observe all local regulations in force and the recognized rules of engineering.
- 9.2 Regarding any claims of the Employer against the construction company or any third party, the Contractor shall take the necessary measures to protect the Employers rights provisionally if and to the extent that the Employer cannot be informed in good time.
- 9.3 Where the Services include the exercise of powers or performance of duties authorised or required by the terms of the contract between the Employer and the construction company, the Contractor shall
- \* act in accordance with this contract and the contract between the Employer and the construction company,
  - \* if authorized to certify, decide or exercise discretion, do so fairly and balanced between the Employer's and the construction company's interests, not as an arbitrator but as an independent professional that acts by his skill and judgement.

## **10 Warranty period**

- 10.1 If the contractor is commissioned for phase 1 only, the warranty period of the services of the Contractor shall be 12 months after acceptance of the respective services and results.
- 10.2 If the contractor is commissioned for phase 1 and phase 2, the warranty period of the services of the Contractor shall be the same as stipulated in the Contract between the Employer and the construction company, beginning with the taking-over of the building or other construction works. The usual warranty period stipulated for construction contracts is 12 months after taking over.

## **11 Insurance for Liability**

- 11.1 The Contractor undertakes to take out an insurance for liability for damage caused negligently by the Contractor, his staff and other persons he engages for or in connection with the implementation of the Contract to the Employer, the recipient of the works in the country of assignment or to third parties.
- 11.2 The insurance sum shall be as customary in the country where the works are to be executed.
- 11.3 Upon request, the Contractor shall prove to the Employer sufficient insurance coverage.

## 12 Copyright

The Contractor retains copyright of all documents prepared by him. The Employer shall be entitled to use them or copy them only for the Works and the purpose for which they are intended and is not required to obtain the Contractors permission to copy documents for such use.

## 13 Conflict of Interest

Unless otherwise permitted in writing by the Employer, the Contractor and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in this Contract. The Contractor shall not engage in any activity which might conflict with the interest of the Employer under this Contract.

## 14 Arbitration and Governing law

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

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

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

14.4 English will be the language of arbitration.

## 15 Modifications and Alterations

Any modifications, additions and/or deletions to this contract as well as all fundamental communication shall be made in writing only.

## 16 Termination of the Contract

16.1 The Employer may terminate the Contract at any time either wholly or in respect of individual parts of the work or the services.

16.2 Should the Employer terminate the Contract for a reason for which the Contractor is not answerable, the Contractor shall be entitled to demand the agreed sum in remuneration. However, he shall agree to non-incurred expenses or avoidable expenditure being deducted from the sum otherwise due. Salaries and ancillary costs in respect of salaries for the experts of the Contractor assigned to the project shall as a rule be deemed not incurred if they would have become due more than 3 months after the date on which termination of the Contract took effect. The Contractor shall bear the burden of proof for exceptions to this rule.

16.3 If the Employer terminates the Contract for a reason for which the Contractor or its experts are answerable, remuneration shall be paid only for the works already executed, provided that the Employer can utilize them, in accordance with the Contract

prices, or that part actually executed shall be remunerated as a proportion of the total contractual works on the basis of the Contract prices. Those works executed which the Employer cannot utilize shall be returned to the Contractor at the latter's expense. Insofar as the contractual work comprises the rendering of services, the services rendered up to the date of termination shall be deemed utilizable works. In no case shall there be a claim to more than the contractual amount.

- 16.4 The Contractor shall be deemed answerable for the reason for termination if the Employer terminates because bankruptcy proceedings have been initiated against the assets of the Contractor, or because judicial competition proceedings have been initiated against the Contractor, or if it has discontinued its payments not only on a temporary basis, thus jeopardizing the proper execution of the Contract.
- 16.5 Other legal rights and claims of the Employer and Contractor shall remain unaffected.

## 17 Partial Invalidity

The invalidity of one or several provisions of this Contract shall not affect the validity of the remaining provisions. Invalid provisions shall be substituted by provisions that are closest to the economic purpose pursued by the contracting parties with the respective provisions.

## 18 Copies

This Contract shall be drawn up in duplicate, and each party shall receive one copy thereof.

Place, date : Chisinau,  
13.11.2025

The Employer  
Deutsche Gesellschaft für  
Internationale Zusammenarbeit  
(GIZ) GmbH



Adrian Stranzenbach Andrei Zapanovici  
Project Manager Head of Finance  
and Administration

Place, date: Chisinau,  
13.11.2025

*SRL Arhideea Grup*

Nicolae Petrov  
Administrator



Encl.: List of Annexes



**List of Annexes:**

- 1**        **Terms of Reference**
- A 7**      Defects Liability Guarantee (if applicable)
- A 8**      Performance Guarantee (if applicable)
- A 9**      Taking-Over Certificate
- A 19**     Guide for the Preparation of the Explanatory Report
- A 20**     Form of Cost Estimate
- A 21**     Specimen of Construction Progress Report
- A 22**     Handing-Over Certificate



## Supplementary terms and conditions for Architectural and Engineering Services

### 1. Framework conditions and sustainability

#### 1.1 Environmental and social standards, human rights

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

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

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

#### 1.2 Labour standards and minimum wages

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

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

#### 1.3 Avoiding unintended adverse impacts when implementing the contract

When performing the Architectural and Engineering Services, the Contractor must seek to avoid or mitigate any unintended adverse impacts on the environment, the climate, climate change adaptation, human rights, gender equality and fragile contexts involving conflict and violence by implementing attributable mitigation measures. The Contractor also undertakes to fully harness all opportunities to promote gender equality.

#### 1.4 Legal consequences of breach of these obligations

If the Contractor breaches any of the obligations set out in section 1 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor.

## 2. Integrity

### 2.1 Conflicts of interest

The Contractor must avoid all conflicts of interests in relation to the contract. Conflicts of interest can arise in particular as a result of commercial interests, political allegiances or national ties, links to family members or friends and other ties or interests. In particular, the Contractor undertakes:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) during the term of the contract with GIZ, not to accept any other contract where a conflict of interest is to be anticipated due to the nature of that contract or due to the Contractor's personal or financial connections with a third party, unless prior consent has been given by GIZ in text form;
- (c) in relation to the contract with GIZ, not to enter into any contracts with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in writing.

The Contractor undertakes to inform GIZ without delay of any circumstances that constitute or could lead to a conflict of interest. It must discuss and agree with GIZ any further steps to be taken. If the parties are unable to reach agreement and GIZ then terminates the contract, responsibility for termination lies with the Contractor.

### 2.2 Integrity principles

Whether directly or via a third party, the Contractor must not offer or grant any gifts or benefits and must not accept or demand gifts or benefits for itself or others in connection with the award and/or implementation of the contract; this also applies to facilitating payments.

The Contractor must not agree any restraints on competition with one or more other companies.

Any form of corruption is prohibited. The Contractor is obliged to take appropriate and reasonable measures to prevent and combat corruption. In connection with the implementation of the contract, it is also obliged to report confirmed cases and strong suspicions of corruption and/or property offences (e.g. fraud, misappropriation and breach of trust) without delay to GIZ's whistleblower system. The whistleblower system can be accessed through the whistleblower portal at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing), GIZ's Integrity Advisor by email ([integrity-mailbox@giz.de](mailto:integrity-mailbox@giz.de)) and the external ombudsperson via the website at [Whistleblowing \(giz.de\)](https://www.giz.de/whistleblowing) GIZ external ombudsperson.

### 2.3 Consequences of breach of the integrity rules

If the Contractor breaches any of the prohibitions or obligations set out in section 2.2 and GIZ terminates the contract for this reason, responsibility for termination lies with the Contractor. In response to a breach of any of the obligations set out in section 2.2, GIZ is entitled, where appropriate, to exclude the Contractor from future tenders for a limited period.

### 3. Specific contractual penalties

Following any breach of the obligations set out in sections 1.1 (Environmental and social standards, human rights), 1.2 (Labour standards and minimum wages) and 2 (Integrity), the Contractor is obliged to pay a contractual penalty of EUR 25,000 in respect of each individual breach. If a benefit-in-kind given is greater than EUR 25,000, the Contractor is liable to pay a contractual penalty equal to the amount of the benefit-in-

kind. This is without prejudice to any further claims for damages by GIZ. However, the contractual penalty will be deducted from any such claims for damages.

### 4. Prevention of the financing of terrorism and compliance with embargoes

The Contractor must ensure that the remuneration provided by GIZ is not used to make funds or other economic resources directly or indirectly available to third parties that are included on a sanctions list issued by the United Nations and/or the European Union (EU).

When implementing the contract, the Contractor may enter into and/or maintain business relations only with third parties that are reliable and that are not subject to any statutory ban on entering into a contract or business relations.

Furthermore, when implementing the contract, the Contractor must comply with embargoes and other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor itself or a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This also applies if the Contractor learns of any occurrence that leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this section 4.

- End of Supplementary terms and conditions -



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**UNITED NATIONS DEVELOPMENT  
PROGRAMME**



**Contract for Goods and/or Services  
Between United Nations Development Programme and (R) ARHIDEEA GRUP SRL**

<b>1. Country Where Goods Will be Delivered and/or Services Will be Provided:</b> Republic of Moldova	
<b>2. This Contract is a result of UNDP:</b> Request for Quotation Number and Date: RfQ25/03060	
<b>3. Contract Reference (e.g. Contract Award Number):</b> 10417849	
<b>4. Long Term Agreement?</b> No	
<b>5. Subject Matter of the Contract:</b> Services	
<b>6. Summary Description of Goods and/or Services:</b> Services: Detailed technical design documentation for the reconstruction of the indoor shooting range of the 'Stefan cel Mare' Academy of the Ministry of Internal Affairs	
<b>7. Starting Date:</b> 22-Jul-2025	<b>8. Ending Date:</b> 28-Apr-2026
<b>9. Total Contract Amount:</b> 30,748.16 US Dollar 9a. <b>Advance Payment:</b> Not applicable	
<b>10. Applicable Terms and Conditions:</b> <b>Below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply</b>	
<b>11. Payment Method:</b> Fixed Price	
<b>12. Contractor's Name:</b> (R) ARHIDEEA GRUP SRL Address: STR 31 AUGUST NR 6A HINCESTI HI MD3401 REPUBLIC OF MOLDOVA  Country of incorporation: MDA Email: ARHIDEEA01@GMAIL.COM Website:	
<b>12 (a) Is Contractor being contracted as part of a joint venture or a consortium?</b>	
<b>12 (b) If "yes" was chosen in block 12 (a) above, list names of all partners/consortium members:</b>	
<b>13. Contractor's Contact Person's Name:</b> Nicolae Petrov Title: Administrator Address: STR 31 AUGUST NR 6A HINCESTI HI MD3401 REPUBLIC OF MOLDOVA  Telephone number: Mobile: Email: arhideea01@gmail.com	
<b>14. UNDP Contact Person</b> Name: Liliana Eni Address: NA, , , MD	Title: Veaceslav Bugai Telephone number: +373 68777125 Email: veaceslav.bugai@undp.org

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UNITED NATIONS DEVELOPMENT PROGRAMME



Email: liliana.eni@undp.org
<b>15. Liquidated Damages:</b> As per Schedule of Requirements
<b>16. Period for Submission of Reports:</b> As per Schedule of Requirements

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

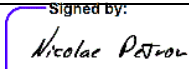
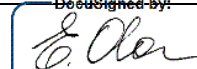
1. This face sheet ("Face Sheet").
2. UNDP Terms and Conditions
3. Payment Schedules
4. Attached document(s) included in this contract and listed below:

Attachments			
Type	File Name or URL	Title	Description
File	Annex 2_Schedule of Requirements.docx	Annex 2_Schedule of Requirements	

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into effect on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties (the "Authorized Representatives"), (the "Effective Date"), and expire on the Contract Ending Date indicated in Block8 of the Face Sheet. The Period from the Effective Date until the date specified in Block8 is the "Term" of this Contract.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:	 Signed by: F0618A68CDB241D...	Signature:	 DecuSigned by: 86104C0986604F6...
Name:	Nicolae Petrov	Name:	Elena Olaru
Title:	Administrator	Title:	Operations Manager
Date:	23-Jul-2025	Date:	22-Jul-2025



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**UNITED NATIONS DEVELOPMENT  
PROGRAMME**



**Payment Schedules**

Deliverable	Due Date	Amount [USD]
1:1 The development of the preliminary project	05-Aug-2025	1,346.64
2:1 Development of the final detailed technical designs	25-Aug-2025	22,610.52
3:1 Detailed design of Organization of the Construction site chapter	30-Aug-2025	469.00
4:1 Preparation of the bill of quantities (in English and Romanian) and preliminary cost estimates	19-Sep-2025	1,242.00
5:1 Final approval and verification of the designs by independent, authorized by the state experts. Endorsement of the design documentation from state appropriate services.	04-Oct-2025	880.00
6:1 Technical Design Author's Supervision during the implementation of the construction works. Attending the initial and final commissioning committees. Assisting the beneficiary in obtaining the construction permits.	01-Apr-2026	4,200.00

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**GENERAL TERMS AND CONDITIONS FOR  
INSTITUTIONAL (DEMINIMIS) CONTRACTS  
(FOR CONTRACTS LESS THAN US \$50,000)**

**1. LEGAL STATUS OF THE PARTIES:**

**1.1** Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. OBLIGATIONS OF THE CONTRACTOR; REPRESENTATIONS AND WARRANTIES:**

**2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

**2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the

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quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

- 2.3** The Contractor shall promptly inform UNDP about any changes in its legal status, such as sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests and any change in the control of the Contractor that occurs during the Term.
- 2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the provision of the Services.
- 2.5** The Contractor represents and warrants that as of the effective date and throughout the Term:
  - 2.5.1.** it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
  - 2.5.2.** all of the information it has previously provided to UNDP, or that it provides to UNDP during the Term, concerning the Contractor and the provision of the Services is true, correct, accurate and not misleading;
  - 2.5.3.** is financially solvent and is able to provide the Services in accordance with the terms and conditions of the Contract; and,
  - 2.5.4.** it has, and will maintain throughout the Term, all rights, licenses, authority and resources necessary, as applicable, to provide the Services to UNDP's satisfaction and to perform its obligations under the Contract.

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a Long-Term Agreement as indicated in the Face Sheet of this Contract, the following conditions shall apply:

- 3.1** UNDP does not warrant that any quantity of Services shall be purchased during the Term.
- 3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from this Contract by placing an order for Services from through UNDP hereunder.
- 3.3** The Contractor shall provide the Services, as and when requested by UNDP in a purchase order issued to that effect, which shall be subject to the terms and

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conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

- 3.4** The Services shall be at the discount prices annexed hereto. The prices shall remain in effect throughout the duration of the Contract.
- 3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the Term, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to this Contract.
- 3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report shall be submitted to the UNDP Contact Person indicated in the Face Sheet hereto, as well as to the UNDP business unit that has placed a purchase order for the Services during the reporting period.
- 3.7** This Contract shall remain in force for a period of one (1) year and may be extended for the maximum the period established in the Block 4 of the Face Sheet by mutual agreement of the Parties, at UNDP's discretion.
- 3.8** In addition to the ability of UNDP to place an order for another UN entity further to 3.2 above, the same terms and conditions under this Contract shall be made available to other United Nations entities whenever those entities so request. In such cases, the Parties acknowledge and agree that the Contractor shall enter into a contract with such other UN entity and deal directly with sit regarding all matters that may arise in respect of any particular contract/order placed by such UN entity and that UNDP shall not be responsible for or liable to the Contractor in any way or under any circumstances with respect to such contract/order placed by such other UN entity.

**4. PRICE AND PAYMENT:**

- 4.1 Fixed Price:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor the fixed amount indicated in the Face Sheet of this Contract.

**4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any

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adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

**4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

**4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.

**4.1.4** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

**4.2 Cost Reimbursement:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

**4.2.1** The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

**4.2.2** The Contractor shall not provide Services nor deliver equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

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**4.2.3** The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal or may be required by UNDP.

**4.2.4** UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

**4.2.5** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

**5. ADVANCE PAYMENT:**

**5.1** If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

**5.2** Where an advance payment equivalent to 20% or more of the contract value, or amounting to \$30,000 or more, (whichever amount is less), is to be made by UNDP under the Contract, the payment of such advance shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

**6. SUBMISSION OF INVOICES AND REPORTS:**

**6.1** All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail or accepted electronic means by the Contractor to UNDP Contact Person.

**6.2** The Contractor shall submit to the UNDP Contact Person reports describing in

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detail the Services provided during the period of time covered in each report as specified in the Contract.

**7. TIME AND MANNER OF PAYMENT:**

- 7.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 7.2** The Contractor acknowledges and agrees that UNDP may withhold payment in respect of any invoice if, in UNDP's opinion, the Contractor has not performed the Services in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.
- 7.3** UNDP will have the right to set off, against any amount or amounts due and payable by UNDP to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNDP to the Contractor) owing by the Contractor to UNDP under the Contract or under any other contract or agreement between the Parties. UNDP will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNDP will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

**8. PERSONNEL OF THE CONTRACTOR:**

- 8.1** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform Services under the Contract and will select reliable and competent individuals who will be able to effectively perform the work and who, while doing so, will respect the local laws and customs, and conform to a high standard of moral and ethical conduct.
- 8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether

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such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

**9. ASSIGNMENT:**

**9.1** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**10. SUBCONTRACTING:**

**10.1** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**11. SERVICES:**

**11.1. Rejection of Services:** If the Services provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNDP can, at its option:

**11.1.1.** by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in any deliverables to be provided under the Contract, to UNDP's satisfaction, within thirty (30) days after receipt of UNDP's notice (or within such shorter period as UNDP may determine, in its sole discretion, is necessary as specified in the notice);

**11.1.2.** require the Contractor to refund all payments (if any) made by UNDP in respect of such non-conforming or incomplete performance;

**11.1.3.** procure all or part of the Services or deliverables to be provided under the Contract from other sources, and require the Contractor to pay UNDP for any additional cost beyond the balance of the fee for such Services and deliverables;

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**11.1.4.** give written notice to terminate the Contract for breach, in accordance with Article 6.1 below,

**11.1.5.** require the Contractor to pay liquidated damages as set out in the Contract.

**11.2.** The Contractor expressly acknowledges that if UNDP takes delivery of Services or deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNDP's rights in respect of such late or non-compliant performance.

**11.3 Warranties:** The Contractor warrants that any Services provided by the Contractor hereunder shall be performed in a timely and professional manner, by qualified professional personnel, that such Services shall conform to the highest standards observed in the industry for similar services.

## **12. INDEMNIFICATION:**

**12.1** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **13. LIABILITY AND INSURANCE:**

**13.1** Without prejudice to any other liability of the Contractor under the Contract, the Contractor shall pay UNDP promptly for all loss, destruction, or damage to UNDP, including its property caused by the Contractor, its personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**13.2** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**13.2.1** The Contractor shall provide and thereafter maintain all appropriate

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workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

**13.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**13.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**13.4.1** Name UNDP as additional insured;

**13.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP; and,

**13.4.3** Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**13.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 13.

**14. ENCUMBRANCES AND LIENS:**

**14.1** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any Services performed or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:**

**15.1** Title to all equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to

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compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 16.1** Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.
- 16.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 16.3** At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.
- 16.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of the obligations under the Contract.

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**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

**17.1** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill or otherwise that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the contractor or the Contractor's products and/or services. This provision shall not expire upon expiration or termination of the Contract.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data including, without limitation, Personal Data and UNDP Personal Data (both as defined in Article 19.2, below), that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that has been designated as confidential at the time of exchange or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, as well as information that the Recipient knows or should have reasonably known from its inherent nature, quality or characteristics that is proprietary or confidential ("Information"), shall be held in confidence by the Recipient and shall be handled as follows:

**18.1** The Recipient shall:

**18.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

**18.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**18.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

**18.2.1** any other party with the Discloser's prior written consent; and,

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**18.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**18.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**18.2.2.2** any entity over which the Party exercises effective managerial control; or,

**18.2.2.3** for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**18.3** UNDP may determine that any Information provided by UNDP to the Contractor, including Information that is or contains UNDP Personal Data, may constitute property and archives of UNDP within the meaning of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946) (the "General Convention"), and Article II of the General Convention, including its Sections 2, 3 and 4, is applicable to all such Information.

**18.4** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**18.5** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder or pursuant to UNDP's regulations, rules, policies and procedures.

**18.6** The Recipient shall not be precluded from disclosing Information that is obtained

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by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**18.7** These obligations and restrictions of confidentiality shall be effective during the Term, including any extension thereof, and shall remain effective following termination or expiration of the Contract.

**19. DATA PROTECTION:**

**19.1.** UNDP will handle Personal Data that it obtains from the Contractor as a result of, or in connection with, the Contract solely in accordance with its own legal framework.

**19.2** For purposes of this Article, "Personal Data" shall mean any information relating to an identified or identifiable natural person, including any information the disclosure of which could harm such identified or identifiable natural person, and "UNDP Personal Data" shall mean Personal Data that is obtained by the Contractor from UNDP in connection with, or related to, the performance of the Contract. For the purposes of the Contract, "Personal Data" and "UNDP Personal Data" shall be treated as Information within the meaning of Article 18, above.

**19.3** Unless otherwise provided in the Contract, the Contractor shall take all appropriate measures, consistent with applicable laws that have a bearing on the Contractor, to safeguard UNDP Personal Data.

**19.4** Without prejudice to the generality of Article 19.3 above, and unless otherwise more specifically provided in the Contract, the Contractor shall, at a minimum:

**19.4.1** process UNDP Personal Data solely and exclusively in accordance with the requirements of the Contract, and shall not use UNDP Personal Data for the Contractor's research, marketing, sales, promotional, or any other purposes;

**19.4.2** implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that UNDP Personal Data is accessed on a "need-to-know" basis by authorized Contractor's personnel only;

**19.4.3** implement appropriate data security measures to preserve the integrity of UNDP Personal Data and prevent any corruption, tampering, loss, damage,

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unauthorized access and improper disclosure of UNDP Personal Data;

**19.4.4** process UNDP Personal Data in a manner that is adequate, relevant and limited to what is necessary for the performance of the Contract, and ensure that UNDP Personal Data is kept for no longer than is necessary to perform services under the Contract;

**19.4.5** as and when requested by UNDP, update or rectify UNDP Personal Data to ensure its accuracy;

**19.4.6** transfer UNDP Personal Data to third parties, including the Contractor's agents or subcontractors, only in accordance with the requirements of the Contract, and on terms and conditions equivalent to those set forth in this Article 19 and Article 18 above;

**19.4.7** immediately notify UNDP in writing upon becoming aware of any data or security breach; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNDP; and inform and update on a regular basis UNDP of any measures taken by the Contractor to address such data or security breach;

**19.4.8** as set forth in the Contract or as otherwise instructed by UNDP in writing, return, delete or destroy UNDP Personal Data and, upon written request by UNDP, provide substantiating evidence of such destruction to UNDP; and

**19.4.9** consult with, and follow the instructions of, UNDP with respect to handling any requests and/or complaints by third parties in respect of UNDP Personal Data made to or received by the Contractor.

**19.5** The provisions of this Article 19 shall survive any termination or expiration of the Contract.

**20. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

**20.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which

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interferes or threatens to interfere with its performance of the Contract. If the affected Party is the Contractor, on receipt of the notice required hereunder, UNDP shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform any obligations under the Contract.

**20.2** If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 21, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In the absence of notice from the Contractor, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the force majeure is of public knowledge or the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of thirty (30) days.

**20.3** Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), act of government, invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, including, among others, pandemics or epidemics affecting any of the Parties' ability to perform hereunder, provided that such acts arise from causes beyond the control and without the fault or negligence of the affected Party. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

## **21. TERMINATION:**

**21.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of amicable

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settlement or arbitral proceedings in accordance with Article 24.3 "Settlement of Disputes", below, shall not be deemed a termination of this Contract.

**21.2** UNDP may terminate the Contract at any time with immediate effect by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**21.3** In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

**21.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the Contract, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

**21.5** In the event that the Contract is terminated by UNDP in accordance with Article 21.1 above, due to a breach by the Contractor of its obligation under the Contract, the Contractor shall be bound to compensate UNDP for all damages and costs incurred by UNDP as a consequence of such termination and for any additional cost beyond the balance of the Contract price resulting from any procurement conducted by UNDP to procure the Services from another source, including, inter alia, the costs of engaging in such procurement. UNDP may set-off such costs and expenses against any amounts owed to the Contractor under the Contract or under other contracts with the Contractor.

**21.6** The provisions of this Article 21 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**22. NON-WAIVER OF RIGHTS:**

**22.1** No grant of time to the Contractor to cure a default under the Contract nor the failure by UNDP to exercise any rights available to it, whether under the Contract

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or otherwise, shall be deemed for any purposes to constitute a waiver by UNDP of any such right or any remedy associated therewith, and shall not relieve the Contractor of any of its obligations under the Contract.

**23. NON-EXCLUSIVITY:**

**23.1** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of services from the Contractor, and UNDP shall have no limitation on its right to obtain services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**24. SETTLEMENT OF DISPUTES:**

**24.1** Any dispute, controversy, or claim between the Parties arising out of the Contract, or out of the breach, termination or invalidity thereof ("Dispute") shall be finally settled in the manner set out in this Article 24, which shall be binding on the Parties and shall be the exclusive mode of settlement of the Dispute in accordance with Article VIII, Section 29, of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946).

**24.2 Amicable Settlement:**

**24.2.1** The Parties shall use their best efforts to amicably settle any Dispute. For that purpose, the Party asserting a claim shall provide to the other Party a detailed description of the Dispute, specifying the relief or remedy sought, together with a copy of the Contract and all relevant supporting documentation ("Notice of Dispute").

**24.2.2** Neither Party may refer the Dispute to arbitration, pursuant to Article 24.3 below, prior to pursuing amicable settlement efforts and prior to the expiry of sixty (60) days from the date of the Notice of Dispute. However, the foregoing shall not preclude a Party to the Contract from referring a Dispute to arbitration if such Party seeks interim measures of protection under the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Arbitration Rules").

**24.3 Arbitration:**

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**24.3.1** Either Party may refer a Dispute that has not been resolved amicably pursuant to Article 24.2, above, to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, subject to the provisions of this Article 24.3.

**24.3.2** The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties agree that the periods for the intervention of the appointing authority stipulated in Article 8, paragraph 1, and Article 9, paragraphs 2 and 3, of the UNCITRAL Arbitration Rules shall be sixty (60) days.

**24.3.3** Any agreement between the Parties or decision by the arbitral tribunal as to the place of arbitration or the venue of the proceedings shall mean only the physical location where the arbitral tribunal shall hold in-person meetings, including for its deliberations or hearings, pursuant to Article 18, paragraph 2, of the UNCITRAL Arbitration Rules. Such agreement or decision as to the place of arbitration shall not amount to the determination of a legal seat, shall not entail any submission to any country's law and jurisdiction in connection with the arbitral proceedings and any resulting award(s), and shall not be construed as a waiver, express or implied, of the privileges and immunities of the United Nations, including UNDP.

**24.3.4** In interpreting the rights and obligations of the Parties under the Contract, the arbitral tribunal shall first apply the terms of the Contract and then apply generally recognized principles of international commercial law. Procedural matters shall be governed by the provisions of this Article 24 and the UNCITRAL Arbitration Rules. Where necessary, the Arbitral Tribunal may seek additional guidance from the generally accepted principles of procedure applied by international tribunals.

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**24.3.5** The arbitral tribunal may exercise the powers envisaged in Article 27, paragraph 3, of the UNCITRAL Arbitration Rules in respect of documents, exhibits or other evidence that (i) the Parties agree are to be produced or (ii) which the arbitral tribunal, in view of the statements of claim and defense and the evidentiary record, considers relevant to the Dispute and material to its outcome. When apportioning costs pursuant to Article 42, paragraph 1, of the UNCITRAL Arbitration Rules, the arbitral tribunal shall take into account the reasonableness of document production requests.

**24.3.6** In accordance with the UNCITRAL Arbitration Rules, the arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services, or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate.

**24.3.7** Unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award: (1) punitive damages or damages for indirect or consequential losses; (2) interest other than simple interest and only at the Federal Reserve Bank of New York's Secured Overnight Financing Rate prevailing at the time of the award.

**24.3.8** The arbitral tribunal shall have no authority to award any pre-award interest.

**25. PRIVILEGES AND IMMUNITIES:**

**25.1** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**26. TAX EXEMPTION:**

**26.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its

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subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

**26.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

**27. MODIFICATIONS; NOTICES:**

**27.1** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing and signed by the duly Authorized Representatives of the Parties. Without prejudice to the forgoing, any changes to the Contractor's bank account specified in the Face Sheet shall require a formal amendment to the Contract in accordance with this Article 27.1.

**27.2** Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing and addressed to the persons listed in the Face Sheet of this Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, by confirmed email transmission or by other accepted electronic means. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or when confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

**27.3** Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any

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ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

**27.4** All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 25, above.

**28. AUDITS AND INVESTIGATIONS:**

**28.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the Term and for a period of three (3) years following the expiration or prior termination of the Contract.

**28.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the Term. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.

**28.3** The Contractor shall provide its full and timely cooperation with any such post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

**28.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of the Services which are the subject of this

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Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

**29. LIMITATION ON ACTIONS:**

**29.1** Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 24.3, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

**29.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**30. ESSENTIAL TERMS:**

**30.1** The Contractor acknowledges and agrees that each of the provisions in Articles 31 to 37 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**31. SOURCE OF INSTRUCTIONS:**

**31.1** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance

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required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**32. STANDARDS OF CONDUCT; CONFLICTS OF INTEREST:**

**32.1** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP.

**32.2** In the performance of the Contract, the Contractor shall comply and shall ensure that its subcontractors under the Contract comply, with the Secretary General's Bulletin ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply and shall ensure that its subcontractors under the Contract comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

**32.1.1** The UN Supplier Code of Conduct;

**32.1.2** UNDP Policy on Fraud and other Corrupt Practices;

**32.1.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**32.1.4** UNDP Vendor Sanctions Policy;

**32.1.5** All security directives relevant to the performance of the Contract issued by UNDP; and

**32.1.6** If the Contractor is providing hosting services, the UNDP Classification and Handling of Information Policy.

**32.3** The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at [How we buy | United Nations Development Programme \(undp.org\)](http://How we buy | United Nations Development Programme (undp.org))

. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing and will remain in compliance throughout the Term.

**32.4** The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNDP to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed and will disclose to UNDP any situation that may constitute an actual or potential conflict

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of interest or could reasonably be perceived as a conflict of interest.

**33. OBSERVANCE OF THE LAW:**

**33.1** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**34. CHILD LABOR:**

**34.1** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work 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.

**35. MINES:**

**35.1** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**36. PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE, AND SEXUAL HARASSEMENT:**

**36.1** In the performance of this Contract, the Contractor represents and warrants that it, its parent entities (if any), or any of the Contractor's subsidiary or affiliated entities (if any) has in place adequate and proper procedures, processes and policies to prevent and address sexual exploitation and sexual abuse ("SEA") and sexual harassment ("SH"). The Contractor shall take all appropriate measures to prevent SEA and SH of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any Services under the Contract.

**36.2** For these purposes, sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent, shall constitute SEA of such person. In addition, the Contractor shall refrain from, and shall take all reasonable

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and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**36.3** For the purposes of this Contract, SH shall be defined as any unwelcome conduct of sexual nature, that might reasonably be expected or be perceived to cause offence or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

**37. PROHIBITION ON THE FINANCING OF TERRORISM AND MONEY LAUNDERING:**

**37.1.** UNDP is committed to the highest ethical standards and will not tolerate the diversion of the resources entrusted to it through Money Laundering or Terrorist Financing, and will not engage entities that tolerate the diversion of resources for the purposes of Money Laundering or Terrorist Financing.

**37.2.** The Contractor:

**37.2.1** represents and warrants that it has not, and it shall not at any time during the duration of this Contract, engage in Money Laundering or Terrorist Financing;

**37.2.2** undertakes to take all reasonable measures to ensure that none of (i) its Beneficial Owners, officers or employees (together, as used in this clause, referred to as "affiliates"), or (ii) its contractors/suppliers, subcontractors, joint venture/consortium members, or agents (together, as used in this clause, referred to as "subparties"), engage in Money Laundering or Terrorist Financing; and

**37.2.3** shall ensure that the restrictions contained in this clause are reflected in its agreements with any subparties which are in any way involved in the implementation of any activity under this Contract.

**37.3** The Contractor shall immediately notify UNDP if it becomes aware of any actual, apparent, potential or attempted instances of Money Laundering or Terrorist Financing in relation to any of (i) its affiliates, or (ii) subparties which are in any

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way involved in the implementation of any activity under this Contract. The Contractor shall fully cooperate with any investigation or review by UNDP of Money Laundering or Terrorist Financing activity.

**37.4.** The Contractor acknowledges and agrees that any breach of this Article 37, or any other engagement in Money Laundering or Terrorist Financing by it, or by any of (i) its affiliates, or (ii) the subparties which are in any way involved in the implementation of any activity under this Contract, constitutes a material breach of this Contract, which entitles UNDP to:

**37.4.1** immediately terminate this Contract without incurring any liability or penalty;

**37.4.2.** apply and enforce any relevant sanctions in accordance with UNDP's policies and procedures, including referring the matter to national authorities when appropriate; and

**37.4.3.** recover all losses, financial or otherwise, suffered by UNDP in connection with such Money Laundering or Terrorist Financing activity.

**37.5.** For the purpose of this clause, the following terms shall have the meaning ascribed to the below:

**37.5.1.** "Money Laundering" is any intentional act or omission that is designed to, or results in, concealment of the origins of money obtained illegally, typically by passing it through a complex sequence of financial or commercial transactions. Money Laundering usually involves three stages: (i) introducing the proceeds of crime into the financial system (placement); (ii) transactions to convert or transfer the funds to other locations or financial institutions (layering); and (iii) reintroducing the funds into the legitimate economy as "clean" money and investing it in various assets or business ventures (reintegration) appearing to have been legally obtained.

**37.5.2.** "Terrorist Financing" means engaging with, contracting or providing support to individuals or entities that appear on the United Nations Security Council Consolidated Sanctions List, accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.

**37.5.3.** The "Beneficial Owner" means each natural person that exercises ultimate effective control over the Contractor. This may include:

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(i) Natural persons who have, directly or indirectly, controlling ownership of the Contractor.

(ii) To the extent that there is doubt under (i), natural persons who exercise control of the Contractor through other means – including through personal connections, family relationships, or contractual associations such as financing of the Contractor.

(iii) Where no natural person is identified under (i) or (ii) above, the natural person who holds the position of senior managing official.

Signed by:  
*Nicolae Petron*  
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## **ANNEX 2: SCHEDULE OF REQUIREMENTS / TERMS OF REFERENCE**

### **Development of detailed technical design documentation for the reconstruction of the indoor shooting range of the 'Stefan cel Mare' Academy of the Ministry of Internal Affairs**

#### **A. Background**

While fulfilling their duties, frontline police officers encounter a wide range of behaviours, ranging from cooperative to resistant or assaultive behaviour that could cause grievous bodily harm or death. Therefore, the Police staff should be engaged through training in a suite of tactical options, ensuring that they are always prepared and able to respond appropriately in any situation. Firearm use is one of these tactical options and is a basic professional skill any police officer should master, and it could be applied as a last resort measure to maintain public safety and order without a prejudice to personal safety.

Firearm use and shooting training is organized on regular basis by the "Stefan cel Mare" Academy (Police Academy) of the Ministry of Internal Affairs of the Republic of Moldova. The Academy has a 55 meters long indoor shooting range that is in use since 1983. However, the facility is in poor condition that decreases the quality of the training process, threatens the safety of the students/cadets, as well as does not comply with applicable environmental requirements. Additionally, the electric/lighting, acoustic, and heating systems are outdated; the ventilation system is unable to prevent air contamination and has a limited air filtration and circulation capacity, while the bullet trap mechanism is worn. The shooting range lacks a shooting monitoring and control system, distraction lighting system and a fit for purpose target carrier system, that would allow to conveniently program different manoeuvres and scenarios.

UNDP has conducted a preliminary technical examination of the shooting range premises in early 2021. However, the study was focused on examination of the general technical condition of the premises, potential costs for construction works and less on specific equipment relevant to the shooting range functioning and costs estimates for such equipment.

Through this intervention, the Project intends to support the Academy in modernizing the indoor shooting range to foster a skills-based training in responsible firearm use for policing activity. The Project conducted in 2023 a comprehensive feasibility study on modernization of the shooting range of the Police Academy of the MIA. Building on the best regional practices and applicable safety and environmental requirements, the feasibility study assessed the level of interventions and the amount of investments required, paying due attention to the required specialized equipment; ensuring compliance with ballistic and soundproofing requirements; reengineering and upgrade of utilities systems and networks; redesign and refurbishment of adjacent training/debriefing rooms and other relevant spaces; installation of audio, video, lighting systems and automatic target retrieval mechanisms; provision of weapon discharge system and other relevant equipment and gear used for qualification, training and practice purposes. The study offered several scenarios for the modernization of the shooting range and further decision on which scenario will be applied will be taken by MIA and the 'Stefan cel Mare' Academy. Upon the decision and overall repair and upgrading of the current premises of the shooting range the endowment with necessary specialized equipment and furniture will be carried out.

Therefore, one of the main tasks to be carried out that would allow further modernization of the shooting range of the Police Academy is the whole reconstruction of the existing indoor shooting range at the Academy.

#### **B. Objective of the assignment:**

The main objective of this assignment is to identify a design company to develop the detailed technical design documentation and Bill of Quantities (BoQ) for the full reconstruction of the Indoor Shooting Range of the Police Academy, including entry staircase, adjacent training/debriefing rooms and other auxiliary spaces. Detailed design documentation for the full reconstruction of Indoor Shooting Range of the Police Academy will also include full replacement of all engineering systems, such as: heating, ventilation, air-conditioning, electricity, low voltage nets, video security, anti-fire warning, internet, etc.

The development of detailed technical design documentation shall be carried out in accordance with the provisions of the normative NCM A. 07.02-2012 "Procedure for the development, endorsement, approval, and framework content of project documentation for constructions." The project for the execution of reconstruction works shall be based on the requirements from the attached documents as follows:

- **Annex a)** Urban Planning Certificate no. CU-0004011 dated 12.11.2024
- **Annex b)** Feasibility Study "Modernization of The Shooting Range for The Ministry of Internal Affairs Academy 'Stefan cel Mare' of the Republic of Moldova" – 2023;
- **Annex c)** Expertise Report of the existing construction No. 0914-12/ET-2021 carried out by the technical expert Axenti Tudor in 2021;
- **Annex d)** Excerpt from the cadastral file for no. 010021324104;
- **Annex e)** Basement level construction plan including connection points to electricity.

Participation to this RFQ process is open to all registered architectural and/or engineering companies that have both, the required experience and knowledge of the design norms and requirements applicable in the Republic of Moldova.

To achieve the objective of this assignment, the selected contractor will be responsible to carry out all the technical design related works, including site inspection and measurement works, drafting, coordinating, endorsing and verification of the design documentation, BoQs and specifications as established in the legislation in force, organizing author's supervision activities during project implementation, as well.

The Contractor will develop the design documentation applying the most efficient technical solutions for proposed reconstruction, based on the type and technical characteristics of the infrastructure and required scope of rehabilitation works.

Based on the technical documentation and specifications, estimates and bill of quantities, drafted by the design company, and properly verified, coordinated, and approved, a tender will be launched, to select the entrepreneurs to carry out the reconstruction works.

### C. Description of the object:

According to the existing plan and other documents, the space to be reconstructed is located in the basement of building named – lit.J – sports hall, and is part of the complex of the "Ștefan cel Mare" Academy of the Ministry of Internal Affairs, located on Gheorghe Asachi Street, 21, in the residential and social-purpose neighborhood of the Centru sector of Chișinău municipality, on the land with cadastral number 0100213241 with the following general data:

Location:	Gheorghe Asachi street no. 21 Chisinau
Cadastral code:	0100213.241.04
Legal Status:	According to the extract from the Real Estate Registry regarding the property ownership rights from the Territorial Cadastre Office, the property is owned by the Ministry of Internal Affairs (MAI).
Project Phase:	Execution project
Building Capacity:	S+P+E
Volume of the building subject to modernization:	Only the basement
Basement Area:	724m <sup>2</sup>
Height:	3.35m
Volume:	2425m <sup>3</sup>
Destination:	Shooting range for training with small and medium caliber firearms.

The location of the building is characterized by:

- Climatic conditions – III B.
- External air temperature – minus 16°C.
- Wind pressure – 0.3 kPa.
- Snow load – 0.5 kPa.
- According to NCM E.02.02-2016 "Reliability of construction elements and foundation soils. Basic principles," the importance class of the examined buildings is CC-2 – (normal level).
- According to NCM E.01.02-2019 "Actions in constructions. Regulation regarding the determination of the importance categories of constructions," the importance category of the examined buildings is "C" – (normal).
- According to the seismic micro zonation map of Chișinău municipality, the land is in the area assigned to a seismic intensity of 7 degrees.

As a result of the capital repair works with partial re-planning and reorganization, the class/category of importance of the constructions will not change. The land on which the respective construction is located is sloped, with partial surface arrangement through earthworks. The respective construction represents a building with a height regime of S+P+E, with a rectangular shape in plan and general dimensions of 66.65 x 12.55 m - See Annex d) and e). Within the limits of the sports hall, the ground floor and the first floor are combined, forming a single volume.

The building was constructed in the second half of the last century (1983 according to the technical file). The Beneficiary does not have project and execution documentation. The structural scheme of the respective block is rigid, executed from small limestone block masonry, strengthened with reinforced concrete elements. The foundations are continuous type under the structural walls, made of concrete and reinforced concrete elements. The load-bearing and self-supporting walls up to elevation 0.000 are made of concrete and cyclopean concrete elements. The load-bearing and self-supporting walls of the superstructure of the block are composed of small limestone block masonry with a thickness of 490 mm, with cement-sand mortar, and reinforced concrete elements. The lintels above the window and door openings are made of prefabricated reinforced concrete elements.

The partition walls are made of artificial brick masonry, with a thickness of 120 mm, with cement-sand mortar, and from prefabricated gypsum boards with a thickness of 80 mm, with a lime-based binder. Communication between levels is provided by stairs made of steel elements with a rigid rolled profile. The floors above the basement and ground floor are composed of prefabricated reinforced concrete slabs with openings, placed on the structural walls, with small sections made of monolithic reinforced concrete. The slabs are placed on the transverse structural walls (reinforced concrete beams). The attic floor above the upper floor is composed of prefabricated reinforced concrete slabs with ribs, placed on the structural walls, with small sections made of monolithic reinforced concrete. The slabs are placed on the longitudinal structural walls, see Technical Expertise Report (Annex c)). The roof is of the overlay type with the attic floor, with a covering made of bituminous roll materials. The drainage of rainwater from the roof is organized.

#### **D. Design requirements:**

The content of the technical design documentation shall be set up in correspondence with national building codes: NCM A.07.02-2012. The developed design documentation will correspond to phase Execution Project – Detailed design documentation (Proiect de execuție). The selected Contractor will render its services for the development of clear and complete designs including, but not limited to, the following:

**1. Statement of Works (SOW)** (Memorial explicativ detaliat) with narrative description of designed technological solutions, units of the main equipment, furniture and materials, specifications on how the capacity of technical engineering systems/utilities, etc. were estimated.

**2. Drawings:** Complete detailed construction drawings of all works and equipment in sufficient detail for tendering, contractual and construction purposes. All drawings shall be presented in electronic (Autocad and PDF) format and on appropriate paper support (at least 4 copies of all drawings). All drawings should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend. Isometric drawings for the internal heating, ventilation systems will also be part of the design assignment.

**3. Bill of quantities (BOQ):** Will be developed in accordance with “Resource methodology” (Metoda de Resurse) provided by Moldovan building norms. Complete all items of work with adequate description for each item. The quantities for all work items should be based on actual take-off calculation and not based on estimates. All BOQs shall be presented in electronic and paper format and additionally in spreadsheet

format, preferably MS Excel. **Important:** The BoQs and cost estimates should be entirely presented (exclusively in Romanian and English), in the following formats: Form 2.

**4. Specifications:** Comprehensive and up to date technical specifications in accordance with current standards, best practices, for all works and equipment based on internationally accepted standards and sufficient for procurement, as well as installation and construction works.

**5. Documentation** of all design literature and design calculations for all civil, structural works, planning, connections to utilities, electrical, automation, heating, ventilation, and mechanical works.

**Important:** The environmental chapter with detailed recommendations and measures for protection of the environment will also be part of the design assignment.

**6. Cost estimations:** comprehensive estimation of involved costs considering all necessary labour and materials based on current prices available on the local market and manpower remuneration, which shall not be below the minimum required by the National Legislation.

**Important:** The cost estimates should be entirely presented (exclusively in Romanian and English), in the following formats: Form 7, Form 5 and Form 3. Please note that additionally Form 7 should be submitted in Excel.

**Important:** The documents, the Drawings and Specifications, shall be of sufficient detail to enable construction works to proceed without need for on-site instructions and selection of materials, construction assembly, layout or location of any element or feature. The designs should comply with the local legislation State Building Codes and Regulations, standards and specifications, local building regulations and shall also ensure:

- reliable and safe operation of recommended equipment, materials, and engineering systems.
- performance and requirements regarding water and electricity supply and other communications.
- optimal energy efficiency solutions of rehabilitated facilities and systems.
- cost efficiency in terms of construction, operation, and maintenance.
- compliance with actual standards.
- compliance with health and safety requirements.
- compliance with environmental protection requirements.

#### **E. Key tasks and expected outputs**

The contractor for design works will be responsible for carrying out all necessary activities for the delivery of the complete execution projects and project documentation for the **reconstruction of the Indoor Shooting Range of the Police Academy**, according to the deliverables and schedule established in Section I. Deliverables below.

The engineer on behalf of the Project, together with the representatives of the Beneficiary, will provide assistance to the Contractor regarding the scheduling and coordination of field visits.

The Contractor will properly coordinate the design and engineering process with the local planning authorities, the Project representatives, and the representatives of the Beneficiary.

The Contractor will obtain the approval and expertise of the project from all relevant authorities. All documents or acts necessary in addition to those attached are the responsibility of the designer.

All detailed project documentation will be subject to mandatory verification by licensed and authorized project verifiers in these fields. The payment for the verification falls under the responsibilities of the Contractor.

The Contractor assumes responsibility for making the necessary technical modifications and adjustments to the project documentation that arise during the verification or construction process. These modifications and adjustments will be made within 5 working days from the official request made by the Project engineer. The company will also establish the method for addressing defects that occur during execution, due to the designer's fault, as well as monitoring the implementation of the adopted solutions on-site, after their approval by certified project verification specialists, at the investor's request.

The company will determine, through the project, the key phases and will participate on-site in quality checks related to these phases.

The Contractor will also provide author supervision during the execution of the works. Thus, the author supervision (technical assistance) will begin after the signing of the execution contract and will continue throughout the entire duration of the works. The Author Supervision service provided by the contracted design company during the execution of the works consists of the following activities:

- To participate whenever requested by the beneficiary or the general contractor on-site, for the issuance of technical solutions, clarifications, or explanations related to the application of the project in accordance with the on-site situation;
- Respond to requests from the beneficiary regarding additional details or supplements, site instructions, etc., as quickly as possible. The site instructions issued will be numbered and filed, and when they lead to changes in terms of cost or execution deadlines, they will be accompanied by justifications.

The contracted design company will respond (without additional costs) to clarification requests made throughout the entire duration of the construction works.

Upon completion of the construction-assembly works, the Contractor will participate in the activities of the Reception Commission at the completion of the works and the Final Reception Commission, will issue a certificate confirming the conformity of the works with the provisions of the execution project, and will participate in the preparation of the technical book of the construction and the acceptance of the executed works.

In conclusion, the selected Contractor will provide its services for the development of clear and complete project documentation, including, but not limited to, the following:

1. General Explanatory Memo;
2. OLC - Organization of construction works;
3. SA - Architectural solutions;
4. C - Constructive solutions, Interior design (2D or 3D sketches);
5. TP - Technology;
6. IVC - Heating and ventilation, air conditioning;
7. EEF/IEI - Electric power equipment/ Interior lighting + electricity supply;

8. SPA - Automatic security signaling;
9. SI - Fire signaling;
10. TS - Telephone and IT communications;
11. Expense estimates - for all sections (F1, F3, F5, F7). Form 1 to be presented in Romanian and English in Excel format;
12. Other approvals and final coordination required according to current regulations;
13. Verification of project documentation and estimates. **Important:** The verification report will be presented as a consolidated one.

## **F. Main requirements and technical specifications**

### ***F1. Standards and Regulations***

**Applicable standards:** Relevant European directives and standards for safety and the construction of shooting ranges, including ballistic and sound protection standards (e.g., EN 15331:2011 for maintenance and renovation works, and EN 15269 for ballistic protection).

**Ballistic safety:** In accordance with the ballistic protection standards EN 1522 (for protection against firearms).

### ***F2. Requirements for reconstruction solutions:***

#### ***F2.1. Walls***

**Material:** Certified ballistic steel plates (at least FB6 class according to EN 1522 standard), coated with noise-resistant materials. Informative reference:

<https://www.rosehillsecurity.com/security-products/ballistic-solutions/>

<https://www.architecturalarmour.com/security-products/bullet-boards/armoured-steel>

**Sound insulation:** Acoustic panels (e.g., polyurethane foam or melamine foam) to reduce noise levels below the limits accepted by EN ISO 11690-1 standards.

**Interior finishes:** Fire-resistant and anti-ricochet plates (e.g., ballistic rubber linings or Kevlar plates) to prevent bullet ricochet and ensure user safety.

#### ***F2.2. Ceiling***

**Material:** Sound-absorbing and fire-resistant panels (e.g., fiber-reinforced gypsum boards or mineral wool panels).

**Ballistic safety:** Installation of protective metal plates (minimum FB6) for protection against accidental impacts.

#### ***F2.3. Flooring***

**Material:** Reinforced concrete with a top layer of ballistic rubber or other anti-ricochet materials to ensure bullet impact absorption and reduce the risk of ricochet.

**Durability:** Wear-resistant and chemical-resistant layer with anti-slip properties. Informative reference:

<https://www.rangerenovation.com/walls-floors-ceilings-structural-considerations-for-indoor-shooting-range>

#### ***F2.4. Ventilation and Air Control***

**Ventilation system:** In accordance with the EN 12464-1 standard for shooting range ventilation, the installation of a forced ventilation system is required to ensure a constant airflow to remove gases and particles generated by bullets.

**Air exchange:** The system must ensure an air exchange rate of at least 0.3 - 0.5 exchanges per minute, in accordance with European standards, to prevent the accumulation of toxic gases.

**Material:** Ventilation ducts made of fire-resistant materials (minimum class A2 according to EN 13501-1). Informative reference:

<https://www.architecturalarmour.com/security-products/bullet-boards/blast-vents>

#### ***F2.5. Lighting***

**Type:** LED lighting with a neutral white spectrum (4,000-4,500K), in accordance with EN 12464-1 standards for workplace lighting.

**Intensity:** Minimum 500 lux on the shooting surface and 300 lux in the rest of the room.

**Control system:** The lighting must be controllable via a central panel, with options to adjust the light intensity.

#### ***F2.6. Monitoring and Safety System***

**CCTV system:** Installation of a high-resolution video surveillance system with 24/7 recording and long-term storage.

**Emergency alarms:** Panic buttons at the entrance and shooting areas, connected to a centralized alarm system.

**Secure doors:** Bulletproof doors according to EN 1523 standard at all access points.

#### ***F2.7. Special Zones***

##### ***F2.7.1. Target area***

**Material:** Automated targets with electric control, made from metal plates or materials that can absorb bullet impacts without ricocheting. Informative reference:

<https://www.htx.gov.sg/whats-happening/all-news---events/all-news/2020/featured-news--marksmen-in-the-making-with-smart-training-technology>

**Mechanism:** Automated target transport system with adjustable distances between 10 and 25 meters. Informative reference:

<https://www.intarso.com/en/tcr40-target-sports-shooting>

<https://www.intarso.com/en/target-retrieval-systems>

### **F2.7.2. Shooting area**

**Protective barriers:** Installation of protective screens between each shooting station, made from ricochet-resistant materials. Informative reference:

<https://www.ballisticrubberrange.com/photo-gallery-Container-Shooting-Range.html>

### **F2.8. Sound insulation**

**Sound-absorbing system:** The walls, ceiling, and floor must be insulated with sound-absorbing materials (e.g., mineral wool panels or polyurethane panels) to reduce impact noise and reverberations. The acoustic standards should comply with EN 12354 for reducing noise to an acceptable level. Informative reference:

<https://www.range-systems.com/ballistic-acoustic/>

### **G. Specific requirements to Detailed Technical Design**

The technical specifications of the specialized equipment of the shooting range will be offered upon the signing of contract.

### **H. Terms for the development of the project documentation:**

The Contractor shall carry out all investigations and present the complete execution project documentation, including all written and drawn components, technical specifications, and verified lists of works, in accordance with the procedures established by the normative construction documents within a maximum of 75 calendar days from the signing of the contract.

### **I. Deliverables:**

The Contractor shall submit the project documentation „**Reconstruction of the Indoor Shooting Range of the „Stefan cel Mare” Academy of the Ministry of Internal Affairs**” in accordance with the following deliverables and established schedule:

<b>Item No.</b>	<b>Description/Specification of Services:</b>	<b>Delivery Timeframe</b>
<b>1.</b>	The development of the preliminary project by presenting a project sketch in 2D and/or 3D coordinated with the beneficiary.	15 calendar days from the date of contract signing
<b>2.</b>	Development of the final detailed technical designs: drawings for capital reconstruction of the indoor shooting range of the MIA’s Police Academy (located at basement level), including architectural solutions, environment protection, structural designs and interior engineering nets: heat, ventilation, power supply and electrical lighting networks, electrical ground connection system, anti-fire warning system, telephone and IT communicationslow voltage nets, video-security system, electrical ground connection system.	35 calendar days from the date of contract signing

3.	Detailed design of Organization of the Construction site chapter	40 calendar days from the date of contract signing
4.	Preparation of the bill of quantities (in English and Romanian) and preliminary cost estimates.	60 calendar days from the date of contract signing
5.	Final approval and verification of the designs by independent, authorized by the state experts. Endorsement of the design documentation from state appropriate services.	75 calendar days from the date of contract signing
6.	Technical Design Author's Supervision during the implementation of the construction works.	During the implementation of construction works, tentatively until April 2026
7.	Attending the initial and final commissioning committees.	N/A
8.	Assisting the beneficiary in obtaining the construction permits.	N/A

**NOTES:**

- All the deliverables shall be presented in Romanian/English language;
- After approving the preliminary design drawings, the appointed company will be responsible to develop, the design theme (methodology, processes, materials, equipment and stages of project and intervention) and to coordinate it with the UNDP Project and the final beneficiary;
- All the design documentation and technical specifications will be presented in hardcopies (4 copies) and in electronic format – scanned from the printed-out copies with signatures and endorsements on a flash-drive;
- Drawings must be submitted in Autocad and PDF formats in scale. Each set of drawings on each sub-compartment should be on a separate pdf.

**J. Institutional Arrangements**

The Contractor will be awarded a contract with UNDP and will work under the guidance of the Project Engineer and supervised by the Project Manager. The Contractor will be responsible for establishing and maintaining good working relationships with relevant authorities, as well as for arranging all necessary transportation and logistics arrangements for implementation of contract.

**K. Financial/other Arrangements**

Even though the contract will be signed in US\$ currency, payments will be made in Moldovan Leu based on UN Operational Rate of Exchange valid on the date of money transfer: <https://treasury.un.org/operationalrates/OperationalRates.php> .

Pricing and payments will be against the accepted outputs and not the costs associated with these outputs. Lack of understanding and knowledge will not be considered as waiving the objectives. The Contractor will bear the responsibility for its own logistics and shall arrange their travel to and from the site, to and from the meetings/presentations.

**If the Contractor is breaching maximum delivery period not to exceed 75 after Contract signature, liquidated damages will be applied as follows: 0.3% per day of delay up to a maximum of 10% of the Contract value, after which UNDP may terminate the contract.**

#### **L. Qualifications of the Successful Service Provider**

The offers will be evaluated based on their compliance with the general requirements specified below:

- Legal entity with minimum 5 years of proven experience in technical design of social infrastructure objects.
- Experience in development of minimum three (3) similar contracts related to design services for rehabilitation/reconstruction of social public buildings (min surface 500 m<sup>2</sup>), including engineering systems (heating, ventilation, air-conditioning, electricity, low voltage, video security, anti-fire warning, internet, water/sewerage etc.), undertaken in the past 5 (five) years.
- Proven technical and human resources for successful implementation of the assignment.

Minimal presence of the implementation team with valid technical certificates as designers, issued by the national regulation authority in construction of Republic of Moldova consisting of:

- a. 1 (one) Task Manager- attested as Architect.
- b. 1 (one) Attested structural design specialist.

The proposed key personnel shall have experience in design development services. The CVs shall contain proof of coherent experience to the position sought.

- Maximum delivery period not to exceed 75 calendar days upon signature of contract.
- In case of consortiums, all criteria listed below shall apply towards the Lead Member.

#### **M. Regulatory Framework**

When drawing up the technical project documentation and the cost estimates, the following Construction Regulations in force will be considered:

- CUC 434/2023; Urban Planning and Construction Code;
- NCM C.01.12:2018 Buildings and public constructions;
- NCM A.07.02-2012 Procedure for development, endorsement and approval and the framework content of design documentation for constructions;
- NCM C.01.06-2014 Designing buildings & constructions considering accessibility for people with Disabilities;
- NCM E.03.02-2014 Protection against fires in buildings and installations;
- NCM E 03.03:2018 Fire safety. Signaling and fire warning installations;
- NCM E.03.01-2005 Fire protection of buildings and installations. Terminology;
- NCM E.04.04-2016 Protection against environmental actions design of construction anticorrosive protection;
- NCM A.07.06:2016 The composition and content of the "Environmental Protection" chapter in the project documentation;

- NCM B.01.06:2019 Norms regarding the framework composition of the "Environmental protection" compartment within urban plans";
- NCM M.01.01:2016 Energy performance of buildings;
- NCM M.01.02:2016 Energy performance of buildings, Methodology for calculating energy performance of buildings;
- NCM M.01.03:2016 Energy efficiency of social-cultural buildings;
- NCM E 04.01:2017 Protection against environmental actions. Thermal protection of buildings;
- NCM A.07.02.2012 The procedure for drawing up, approval, approval and the framework content of the project documentation for constructions;
- NCM G.01.02:2015 Design and installation of electrical installations in residential and social buildings;
- NCM G 01.03:2016 Electrical installations. Electrotechnical devices;
- NCM C.04.02:2017 Natural and artificial lighting;
- NCM B.01.05:2019 Urbanism. Systematization and arrangement of urban and rural localities;
- NCM G.03.03-2015 Internal installations for water supply and sewerage;
- NCM L.02.06-2012 Estimate norms for the execution of construction-assembly works in cold weather;
- NCM E.02.02:2016 Reliability of building elements and foundation lands. Basic principles;
- NCM E.03.05-2004 Automatic fire extinguishing and signaling installations. Norms for design;
- NCM-G.03.02-2015 External sewage networks and installations;
- NCM G.04.10:2015; NCM G.04.10:2015/A1:2019 Thermal power plants;
- NCM G.04.07:2014 Thermal networks. Thermal, ventilation and air conditioning installations;
- NCM G.04.05:2016 Heating, ventilation and air conditioning installations. Autonomous sources for heat supply;
- NCM G 02.01:2017 Electrical, automation, signaling and telecommunications installations. Electronic communication networks (systems), automation and signaling installations for buildings and constructions. Basic provisions for design and installation;
- NCM A 07.03-2002 Regulation on design author's monitoring of the site under construction;
- Other normative acts in force on the territory of the Republic of Moldova.

Also, when drawing up the technical project documentation and the cost estimate, the following Practice Codes in construction in force will be considered:

- CP C.01.11:2018 Public buildings and constructions, accessible for people with disabilities. Design rules;
- CP C.04.04-2012 Design of safety lighting systems in buildings and constructions;
- CP C.01.09:2017 Flat, open buildings for physical culture and sports;
- CP L.01.01-2012 Instructions regarding the preparation of estimates for construction-assembly works by the resource method;
- CP L.01.02-2012 Instructions for determining estimate expenses for payroll in construction;
- CP L.01.03-2012 Instructions regarding the calculation of overhead expenses when determining the value of the objectives;

- CP L.01.04-2012 Instructions regarding the determination of estimate expenses for the operation of construction machinery;
- CP L.01.05-2012 Instructions regarding the determination of the value of the estimate benefit when forming construction production prices;
- CP L.01.13:2015 Methodical guidance on monitoring and calculating average prices of construction materials;
- CP-E.04.05-2017 Protection against environmental actions, Designing thermal protection of buildings;
- CP-G.04.01-2002 Energy certificate of the building;
- CP-M.01.01-2016 Energy efficiency of residential buildings, Energy audit of buildings;
- CP E 01.04:2019 Evaluation of the level of anti-seismic protection of existing buildings;
- CP E 03.01:2019 Fire safety Ensuring the fire resistance of buildings;
- CP E 03.02.2018 Fire safety. The methodology of the development of the project compartment. "Measures to ensure fire safety and to carry out technical expertise (fire safety audit) of the protected object";
- CP G.04.11:2013 Heating, ventilation and air conditioning installations. "Methodology for calculating heat losses, 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 domestic hot water»;
- CP C.04.08-2015 Blocks of PVC windows and doors;
- CPL01.01-2012 Instructions for concluding the estimates for construction-assembly works based on resource method.

#### **N. Anexe**

- Annex a) Urban Planning Certificate no. CU-0004011 dated 12.11.2024
- Annex b) Feasibility Study "Modernization of The Shooting Range for The Ministry of Internal Affairs Academy 'Stefan cel Mare' of the Republic of Moldova" – 2023;
- Annex c) Expertise Report of the existing construction No. 0914-12/ET-2021 carried out by the technical expert Axenti Tudor in 2021;
- Annex d) Excerpt from the cadastral file for no. 010021324104;
- Annex e) Basement level construction plan including connection points to electricity.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact United Nations Development Program:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [olivier.simah@undp.org](mailto:olivier.simah@undp.org)

### **To advise United Nations Development Program of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [olivier.simah@undp.org](mailto:olivier.simah@undp.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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### **To request paper copies from United Nations Development Program**

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### **To withdraw your consent with United Nations Development Program**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [olivier.simah@undp.org](mailto:olivier.simah@undp.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify United Nations Development Program as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by United Nations Development Program during the course of your relationship with United Nations Development Program.

**CONTRACT nr. 145**  
**de achiziționare a serviciilor de proiectare**

”24” octombrie 2025

Chișinău

Digitally signed by Petrov Nicolae  
Date: 2025.11.03 12:11:19 EET  
Reason: MoldSign Signature  
Location: Moldova

MOLDOVA EUROPEANĂ



**I. PARTEA GENERALĂ**

<b>Antreprenor</b>	<b>Beneficiar</b>
<b>ARHIDEEA GRUP SRL</b> reprezentat prin director Nicolae Petrov, care acționează în baza statutului întreprinderii, denumit în continuare <i>Antreprenor, IDNO 1009605002409</i> , pe de o parte,	<b>IMSP Institutul Mamei și Copilului</b> , reprezentată prin <b>director Gladun Sergiu</b> , care acționează în baza <b>regulamentului IMSP IMC</b> aprobat prin ordinul nr. 1077 din 30.12.2016, denumit(a) în continuare <i>Cumpărător, 1003600151643</i> din 02.03.2016, pe de altă parte,

ambii (denumiți în continuare *Părți*), au încheiat prezentul Contract referitor la următoarele:

1. Achiziționarea serviciilor de proiectare; ”**Servicii de proiectare a secției Reanimare Somatică din cadrul IMSP IMC**”, denumite în continuare **Servicii**, conform procedurii de achiziție publică nr ocds-b3wdp1-MD-1758029198366 din 16 septembrie 2025 în baza deciziei grupului de lucru al Beneficiarului din 13 octombrie 2025.

2. Următoarele documente vor fi considerate părți componente ale Contractului:

- a) Formularul Contractului;
- b) Formularul ofertei Anexa 1 și 2;
- c) Graficul de execuție Anexa 3;
- d) Caietul de sarcini Anexa 4;
- e) Garanția de bună execuție.

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 Serviciilor, 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 Serviciile conform specificației, care este parte integrantă a prezentului Contract.

1.2. Beneficiarul se obligă, la rândul său, să achite și să recepționeze Serviciile livrate de Antreprenor.

1.3. Calitatea Serviciilor 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 Serviciilor de proiectare se efectuează în conformitate cu parametrii tehnici și cerințele de bază la elaborarea proiectului stipulate în documentația de atribuire și anexa nr 4 la prezentul Contract.

2.2. Termenul limită de predare a documentației de proiect și deviz – **6 luni, conform graficului stipulat în anexa nr. 3, inclusiv perioada de timp necesară pentru verificarea documentației în modul stabilit de către Verificator atestat**, 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 cca. 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 4 exemplare + varianta electronică.

2.5. Serviciile se consideră predate Beneficiarului odată cu prezentarea documentației de proiect și deviz, avizului pozitiv al Verificatorilor atestat și originalul facturii fiscale.

### **3. PREȚUL ȘI CONDIȚIILE DE PLATĂ**

3.1. Prețul Serviciilor conform prezentului Contract este stabilit în lei moldovenești.

3.2. Suma totală a prezentului Contract, inclusiv TVA, se stabilește în lei moldovenești și constituie **926.400,00 lei (nouă sute douzeci și șase mii patru sute lei, 00 bani)**.

3.3. Beneficiarul va achita Antreprenorului în două etape suma totală pentru Serviciile executate, după cum urmează:

**I etapă** – Raportului de expertiză tehnica și studiu de relevu – **96.600,00 inclusiv TVA**, conform Specificației;

**II etapă** – predarea proiectului integral după primirea avizelor și raportului unic de verificare al Verificatorilor atestați – **829.800,00 inclusiv TVA**, conform Specificației.

3.4. Beneficiarul se obligă să achite Antreprenorului, potrivit pct. 3.3., în decurs de 60 zile calendaristice, calculate din data semnării Actului de primire-predare a serviciilor.

3.5. Plățile se vor efectua prin transfer, indicat în prezentul Contract.

### **4. CONDIȚIILE DE PREDARE-PRIMIRE**

4.1. Serviciile se consideră predate de către Antreprenor și recepționate de către Beneficiar dacă:

- a) cantitatea Serviciilor corespunde informației indicate în specificația la prezentul Contract;
- b) calitatea Serviciilor corespunde documentelor normative și standardelor de stat.

### **5. STANDARDE**

5.1 Serviciile 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 10 din valoarea contractului, atribuită sub formă garanție bancară sau ordin de plată;
- b) să presteze Serviciile conform condițiilor prevăzute de prezentul Contract;
- c) să indice termenul de garanție a lucrărilor;
- d) să notifice Beneficiarul, după semnarea prezentului Contract, în decurs de 3 zile calendaristice, prin notificare scrisă sau e-mail, despre începerea executării Serviciilor;
- e) să asigure condițiile corespunzătoare pentru recepționarea Serviciilor de către Beneficiar, în termenele stabilite, în corespundere cu cerințele prezentului Contract;
- f) să asigure calitatea executării Serviciilor și să suporte cheltuielile de verificare repetată, în caz de primire a Avizului negativ al Verificatorului atestat;
- g) să stabilească, în proiect, fazele determinante de execuție a lucrărilor și exercitarea supravegherii de autor asupra lucrărilor pe tot parcursul construcției;
- h) 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 Serviciile prestate în corespundere cu cerințele prezentului Contract și să remită documentația de proiect spre verificare;

b) să asigure achitarea Serviciilor 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 Serviciilor 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 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 7 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 Serviciile prevăzute în prezentul Contract;

b) nerespectare de către Antreprenor a termenelor de executare stabilite;

c) nerespectare de către Beneficiar a termenelor de plată a Serviciilor;

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 7 zile lucrătoare celeilalte Părți despre intențiile ei printr-o scrisoare motivată.

8.4. Partea înștiințată este obligată să răspundă în decurs de 7 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 Serviciilor prestate sunt înaintate Antreprenorului la momentul recepționării acestorasau nu mai târziu de 30 zile de la data recepționării, fiind confirmate printr-un act întocmit în comun cu reprezentantul Antreprenorului.

9.2. Pretențiile privind calitatea Serviciilor livrate sunt înaintate Antreprenorului în termen de 15 zile lucrătoare de la depistarea deficiențelor de calitate, confirmate prin prescripțiile Beneficiarului și Verificatorului atestat.

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 Serviciilor în limitele stabilite, inclusiv pentru viciile ascunse.

9.6. Pentru refuzul de a presta Serviciile prevăzute în prezentul Contract, Antreprenorul suportă o penalitate în valoare de 10% din suma totală a contractului.

9.7. Pentru prestarea cu întârziere a Serviciilor, Antreprenorul suportă plata despăgubirii în valoare de 0,1% din suma Serviciile 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 Serviciile 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 31.12.2026

## **II. PARTEA CE ȚINE DE CONDIȚIILE SPECIALE AL CONTRACTULUI (LA NECESITATE)**

### **3 RECHIZITELE JURIDICE, POȘTALE ȘI DE PLĂȚI ALE PĂRȚILOR**

#### **ANTREPRENORUL**

Adresa poștală: or. Hîncești, str. 31 August , nr. 6A  
Telefon: 069342713  
Cod fiscal: 1009605002409  
Banca: BC «Moldindconbank» S.A. / sucursala «Hîncești»  
Cod: MOLDM2X323  
IBAN MD48ML00000000225112311  
Cod TVA 6500766

#### **BENEFICIARUL**

Adresa poștală: or. Chișinău, str. Burebista 93  
Telefon: 55-96-46/55-96-50  
Cod fiscal: 1003600151643  
Banca: MF-Trezoreria de Stat  
Cod: TREZMD2X  
IBAN: MD73TRPCCC518430A00006AA

Digitally signed by Gladun Sergiu  
Date: 2025.11.03 15:21:13 EET  
Reason: MoldSign Signature  
Location: Moldova

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### SPECIFICAȚII TEHNICE

Denumirea bunurilor/serviciilor	Denumire a modelului bunului/serviciului	Țara de origine	Producătorul	Specificarea tehnică deplină
1	2	3	4	6
<b>Servicii de proiectare</b>				
<b>Lotul nr. 1 -</b> Servicii de proiectare a secției Reanimare Somatică din cadrul IMSP IMC	Servicii de proiectare	MDA	SRL ”Arhideea Grup”	Managementul proiectului
				Ieșire la obiect, măsurări, fotofixări, Releveu.
				Studiul Topografic
				Plan general (PG)
				Organizarea Lucrărilor de Construcție (OLC)
				Soluții Arhitecturale (SA)
				Construcții din Beton Armat și Metalice(CBA, CM)
				Raport de Expertiză a construcției
				Rețele exterioare de alimentare cu apă și canalizare
				Rețele interioare de alimentare cu apă și canalizare
				Încălzire și ventilare
				Rețele electrice interioare
				Semnalizare la incendiu și telecomunicații SI
				Semnalizarea de Pază SPA
				Telecomunicații și Internet supraveghere video
				Gaze Medicinale
Documentația de deviz cu verificare				
Verificarea proiectului				
Multiplicare. Broșurare. Albume.				

**SPECIFICAȚII DE PREȚ**

Cod CPV	Denumirea bunurilor/serviciilor	Unitatea de măsură	Cantitatea	Preț unitar (fără TVA)	Preț unitar (cu TVA)	Suma fără TVA	Suma cu TVA	Termenul de livrare /prestare
1	2	3	4	5	6	7	8	9
	<b>Servicii de proiectare</b>							
713000 00-1	<b>Lotul nr. 1 - Servicii de proiectare a secției Reanimare Somatică din cadrul IMSP IMC</b>							6 luni
	Managementul proiectului	serv.	1	59.000,00	70.800,00	59.000,00	70.800,00	
	Ieșire la obiect, măsurări, fotofixări, Relevu.	serv.	1	1.500,00	1.800,00	1.500,00	1.800,00	
	Studiul Topografic	serv.	1	20.000,00	24.000,00	20.000,00	24.000,00	
	Plan general (PG)	serv.	1	2.000,00	2.400,00	2.000,00	2.400,00	
	Organizarea Lucrărilor de Construcție (OLC)	serv.	1	10.000,00	12.000,00	10.000,00	12.000,00	
	Soluții Arhitecturale (SA)	serv.	1	129.000,00	154.800,00	129.000,00	154.800,00	
	Construcții din Beton Armat și Metalice (CBA, CM)	serv.	1	20.000,00	24.000,00	20.000,00	24.000,00	
	Raport de Expertiză a construcției	serv.	1	30.000,00	36.000,00	30.000,00	36.000,00	
	Rețele exterioare de alimentare cu apă și canalizare	serv.	1	20.000,00	24.000,00	20.000,00	24.000,00	
	Rețele interioare de alimentare cu apă și canalizare	serv.	1	35.000,00	42.000,00	35.000,00	42.000,00	
	Încălzire și ventilație	serv.	1	115.000,00	138.000,00	115.000,00	138.000,00	
	Rețele electrice interioare	serv.	1	115.000,00	138.000,00	115.000,00	138.000,00	
	Semnalizare la incendiu și telecomunicații SI	serv.	1	20.000,00	24.000,00	20.000,00	24.000,00	
	Semnalizarea de Pază SPA	serv.	1	18.000,00	21.600,00	18.000,00	21.600,00	
	Telecomunicații și Internet supraveghere video	serv.	1	18.000,00	21.600,00	18.000,00	21.600,00	
	Gaze Medicinale	serv.	1	16.000,00	19.200,00	16.000,00	19.200,00	
	Documentația de deviz cu verificare	serv.	1	88500,00	106200,00	88500,00	106200,00	
	Verificarea proiectului	serv.	1	50.000,00	60.000,00	50.000,00	60.000,00	
	Multiplicare. Broșurare. Albume.	serv.	4	5.000,00	6.000,00	5.000,00	6.000,00	
<b>Total lot 1</b>				772.000,00	926.400,00	772.000,00	926.400,00	
<b>TOTAL</b>						772.000,00	926.400,00	

GRAFIC DE EXECUTARE A DOCUMENTAȚIEI DE PROIECT

Servicii de proiectare de arhitectură: pentru loturile  
„Servicii de proiectare a secției Reanimare Somatică din cadrul IMSP IMC”

Nr. d/o	Grupa de obiecte/denumirea obiectului	Anul 1			...	Anul (n)	
		Luna					
		1	2	3	4	5	6
1.	<b>Faza 1 Studiu.</b> Studii, foto fixarea, releveu, investigații inginerești Expertiza Tehnică a Construcției.	0,5					
2.	<b>Faza 2 Elaborarea documentației de proiect</b> PG, OLC, SA, CBA, REAC/RAC, IVC, REAE/RIAE/EEF, SI, SPA, TS, GM.	0,5	1	1	1	1	0,25
3.	<b>Faza 3</b> Elaborarea Documentației, Verificarea,						0,5
4	<b>Faza 4</b> Imprimarea proiectului pe suport de hârtie, multiplicare, copertare.						0,25

## 1. Introducere

- **Scopul Proiectului:**
- **Context:**

Secția de Reanimare Somatică se află la etajul unu (cota 3.000) a aripei drepte a blocului cu numărul de nivele S+P+1E. Etaj tehnic la acoperiș nu există. Acoperișul existent este de tip terasă.



## 2. Situația existentă.

În secția de Reanimare Somatică au fost realizate, de-a lungul anilor, diverse reparații cosmetice. Compartimentarea interioară a rămas, în mare parte, neschimbată, cu excepția blocurilor sanitare, care, deși păstrează aceeași amplasare, au fost reamenajate la interior.

Ferestrele existente sunt din PVC cu o singură cameră, necorespunzătoare din punct de vedere al eficienței energetice și instalate fără respectarea tehnologiei și a normativelor în vigoare. Ușile din PVC prezintă, de asemenea, neconformități – dimensiunile de deschidere, atât pe lățime, cât și pe înălțime, sunt insuficiente în majoritatea cazurilor.

Sistemul de ventilație lipsește în majoritatea spațiilor, iar acolo unde există – în special în grupurile sanitare – funcționarea este deficitară. Canalele de ventilație originale, amplasate pe coridorul secției, nu mai sunt funcționale, fiind în prezent obturate și ascunse de plafonul suspendat din gips-carton.

Hidroizolația acoperișului tip terasă, situat deasupra secției, este într-o stare avansată de degradare, prezentând infiltrații de apă și necesitând înlocuire completă.

Încălzirea este de tip centralizat, iar punctul termic de distribuție se află pe teritoriul instituției.





### 3. Descriere serviciilor.

Elaborarea unui proiect de reconstrucție pentru secția de Reanimare Somatică, inclusiv întocmirea documentației de deviz, în conformitate cu cerințele fazei Proiect de Execuție. Proiectul va include:

- **Reconfigurarea funcțională a spațiilor interioare**, cu elaborarea tehnologiei medicale specifice, în colaborare cu șeful de secție;
- **Repararea și reabilitarea straturilor de izolație ale acoperișului (hidro și termo) tip terasă**, Numai zona acoperișului amplasată deasupra secției;
- **Înlocuirea completă a tuturor rețelelor ingineresti interioare** (sanitare, electrice, IVC, semnalizare la incendiu etc.);
- **Demontarea rețelelor de ventilație existente**, amplasate la nivelul plafonului coridoarelor, și înlocuirea acestora cu un **sistem nou de ventilație și climatizare**, prevăzut cu **recuperare de căldură și filtre de aer conforme standardelor medicale**;
- **Proiectarea rețelelor ingineresti exterioare nu este prevăzută**, cu excepția celor aferente acoperișului: **evacuarea apelor pluviale și sistemul de protecție împotriva trăsnetului (paratrăsnet)**.

**Documentația de proiect va fi elaborată în conformitate cu prevederile NCM A.07.02-2012** și va respecta toate reglementările tehnice și sanitare în vigoare aplicabile spațiilor medicale.

Compartimente solicitate:

#### 1. Memoriu explicativ

Descrierea narativă a soluțiilor tehnologice proiectate, unități ale principalelor echipamente, mobilier și materiale, specificații privind modul în care a fost estimată capacitatea sistemelor/utilităților tehnice ingineresti etc.

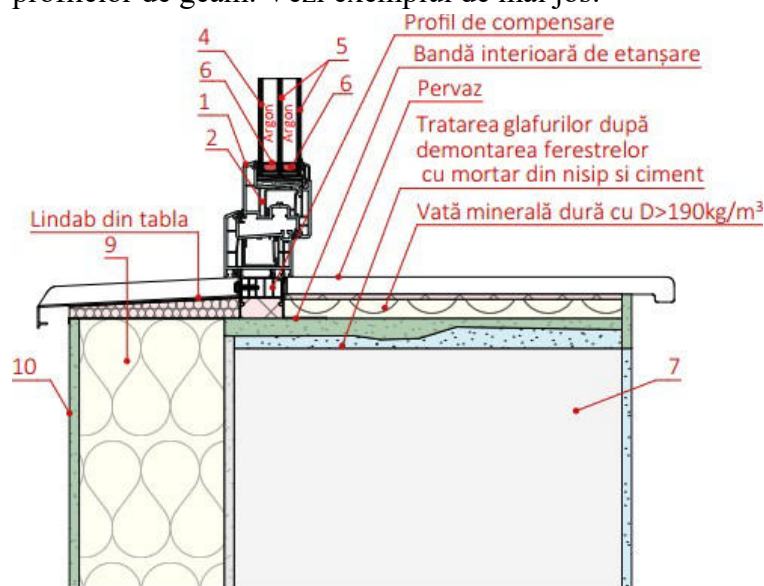
#### 2. Soluții Arhitecturale care va conține următoarele compartimente:

- **Studiu de Relevu** - Ieșire la obiect, luarea dimensiunilor, fotofixări, identificarea problemelor și propunerea soluționării lor. Elaborarea proiectului existent.
- **Proiect Tehnologic** - Elaborarea planului proiect, cu divizarea interioară modificată conform solicitării beneficiarului și în conformitate cu legislația și normativele în vigoare din RM.
- **Demontări** - Care va conține minim Plan parter; Plan acoperiș, Secțiuni. După necesitate - fragmente detalii și desfășurate, cu indicarea grafică a construcțiilor spre demontare (pereți, tavane, pardoseli, tâmplării) și a rețelelor ingineresti precum canalele de ventilare existente. Scopul principal al desenelor este indicare și identificarea volumelor și cantităților construcțiilor demontate - acestea se vor indica în borderouri sau liste cu cantități.
- **Montări** - Plan zidărie nouă, Plan amplasare mobilier, Secțiuni; Detalii, Fragmente, Desfășurate pentru pereți după necesitate. Tabele cu volumele de consum și explicații.

Golurile pentru uși, deschiderea, înălțimea tavanelor și alte accese de făcut luând în considerare gabaritele echipamentului medical mobil și persoanele cu mobilitate limitată.

**Note:**

- Pentru **ferestre** - coeficientul de transfer termic  $U \leq 1,1 \text{ W/m}^2\text{K}$ . Ferestrele vor fi din profil PVC cu 5 camere și geamuri din trei sticle cu două camere. Se vor da detalii și soluții de montare cu accent pe eficiența energetică, eliminarea punților termice. Golurile pentru ferestre se vor îndrepta înainte de montarea profilelor de geam. Vezi exemplul de mai jos:



- Finisări:
  - Pardoseli din **PVC omogen** (de uz medical / spitalicesc).
  - Pereții finisați cu vopsele lavabile antimicrobiene (antibacteriene / antifungice) rezistente la soluții de dezinfectare.

În specificația pentru materialele de finisare de specificat și soluțiile cromatice (coordonate cu beneficiarul).

### 3. PG și Organizarea Lucrărilor de Construcții cu elaborare graficului calendaristic de executare a lucrărilor de construcție.

### 4. Soluții Constructive (CM/CBA)

Se vor da soluții pentru consolidarea golurilor în planșee și pereți după necesitate.

### 5. Încălzire Ventilare Condiționare (IVC)

Proiectarea rețelelor de ventilare și condiționare dotate cu recuperare de căldură. Canalele de ventilare/condiționare vor fi conectate la rețeaua de canalizare pentru scurgerile de condens. De asemenea canalele vor fi izolate, dotate cu filtre HEPA și atenuatoare de sunet. Agentul termic pentru rețeaua de căldură este și va fi pe apă, distribuția prin radiatoare.

## 6. Rețele Electrice REI, EEF, IEI

Elaborarea soluțiilor în vederea trasării rețelelor electrice noi (cablaj, prize, dulapuri electrice). Iluminatul interior tip LED. De asemeni pentru plan acoperiș se va elabora protecția pentru Paratrăsnet și degivrare burlanele pentru scurgerea apelor pluviale.

## 7. Rețele de Apă și Canalizare RAC -

Elaborarea soluțiilor în vederea trasării rețelelor de apă și canalizare pe interior, instalarea lavoarelor și GTS urilor. Țevile de canalizare existente se vor înlocui după necesitate. De prevăzut canalizare pentru condensul din sistemele de ventilare și condiționare.

## 8. Semnalizarea de Incendiu, Telefonie și Interne SI, TS, SPA

Secția va fi echipată cu un sistem de supraveghere video pentru monitorizarea pacienților. Postul de monitorizare va include monitoare și echipamente informatice dedicate. Ușile de acces în secție vor fi prevăzute cu sisteme de control al accesului. De asemenea, se va proiecta un sistem de semnalizare la incendiu, precum și soluții pentru indicarea căilor de evacuare, acestea fiind iluminate în caz de urgență.

## 9. Deviz de cheltuieli pentru toate compartimentele.

Toate compartimentele (F1, F3, F5, F7)

## 10. Raportul unic de verificare.

# CONTRACT FOR CONSULTANT'S SERVICES

## Lump-Sum

Digitally signed by Petrov Nicolae  
Date: 2026.04.14 18:09:36 EEST  
Reason: MoldSign Signature  
Location: Moldova

MOLDOVA EUROPEANĂ



**Project Name:** Moldova Energy Efficiency Project

**Contract No.** MEEP/CS/2.1/03

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

**between**

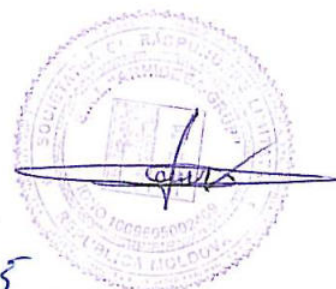
**Moldova Energy Projects Implementation Unit**

**and**

**Joint Venture consisting of  
“ARHIDEEA-GRUP” S.R.L. (Lead member)  
and “X-LAB SOLUTION” S.R.L. (JV member)**

**Dated:**

18 February 2025



**Contract no. MEEP/CS/2.1/03**  
**Lump-Sum**

This CONTRACT (hereinafter called the "Contract") is made the 18 day of the month of February, 2025, 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,  
**"ARHIDEEA-GRUP" S.R.L. (Lead member)**, a company registered in the Republic of Moldova, having its principal place of business at 6/A 31 August street, Hincesti, MD-3401, Republic of Moldova represented by Director Mr. Nicolae PETROV, and  
**"X-LAB SOLUTION" S.R.L. (JV member)**, a company registered in the Romania, having its principal place of business at 70 Calea Manastru, block E5, apartment no.30, Cluj-Napoca, Cluj County, 400658, Romania represented by Director Mr. Mihnea Ioan GRECU.

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  
*Sergiu GLADUN*  
 Director, Mother & Child Institute

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

"ARHIDEEA-GRUP" S.R.L. (Lead member)

"X-LAB SOLUTION" S.R.L. (JV member)

*Nicolae PETROV, Administrator*

*Mihnea Ioan GRECU, Administrator*

## 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**

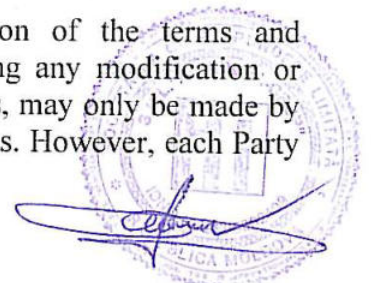
14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

**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

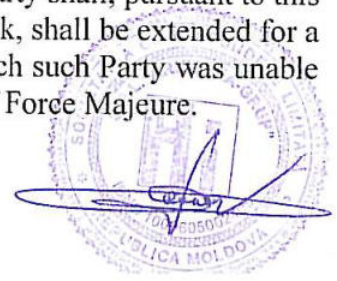
17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due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

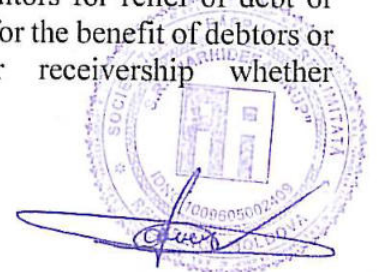
## 19. Termination

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.

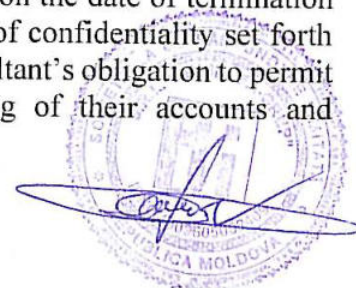
**b. By the Consultant**

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



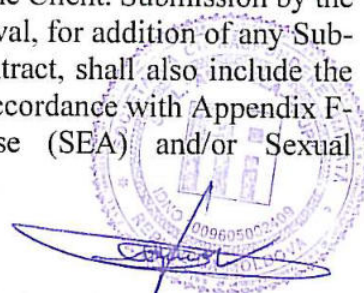
records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- 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.

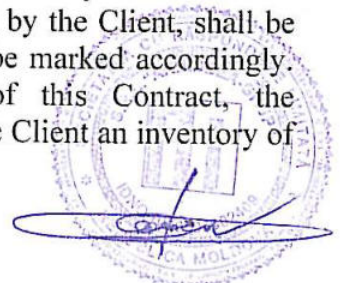
**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

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.

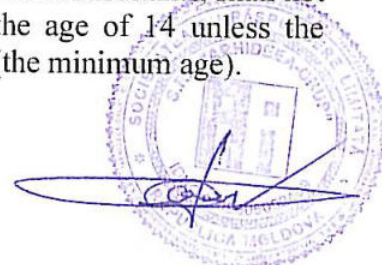
## 30. Forced Labor

- 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.

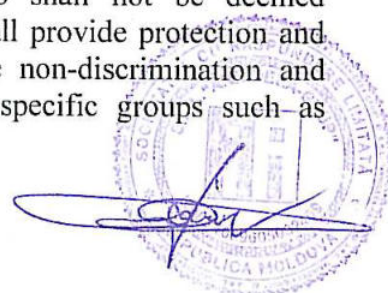
Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (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.

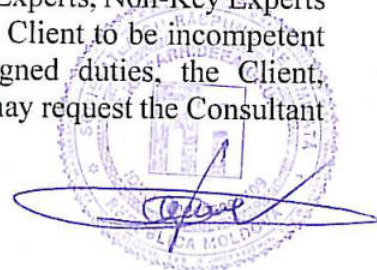
### 36. Removal of Experts or Sub-consultants

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.

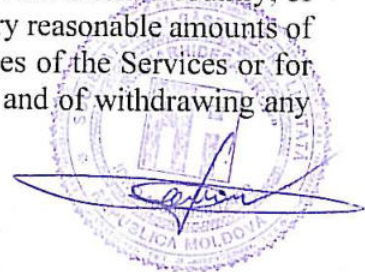


- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant 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	<b>The addresses are:</b>  Client: <u>Moldova Energy Projects Implementation Unit</u> Attention: <u>Mr. Ruslan Surugiu, Interim Director</u> E-mail: <u>mepiu@mepiu.md</u>  Consultant: Joint Venture of "ARHIDEEA-GRUP" S.R.L. (Lead member) and "X-LAB SOLUTION" S.R.L. (JV member) Attention: <u>Mr. Nicolae PETROV, Administrator of Lead member</u>  E-mail (where permitted): <u>arhideea01@gmail.com</u>
8.1	<b>The Lead Member on behalf of the JV is "ARHIDEEA-GRUP" S.R.L.</b>
9.1	<b>The Authorized Representatives are:</b>  <b>For the Client:</b> <u>Mr. Ruslan Surugiu, Interim Director</u>  <b>For the Consultant:</b> <u>Mr. Nicolae PETROV, Administrator</u>
11.1	<b>The effectiveness conditions are the following: <i>the date of Contract signing by both parties.</i></b>
12.1	<b>Termination of Contract for Failure to Become Effective:</b>  <b>The time period shall be two months</b>
13.1	<b>Commencement of Services:</b>  <b>The number of days shall be fourteen (14) calendar days from contract signing by Parties.</b>  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.



14.1	<p><b>Expiration of Contract:</b>  <b>The time period shall be:</b>  (i) ten (10) months and two (2) weeks for design (starting from the date of signature of the contract), (ii) twelve (12) months for Author's Supervision starting from the date of commencement of Works.</p>
23.1	<p><b>Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) <b>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>(i) <b>for any indirect or consequential loss or damage; and</b></p> <p>(ii) <b>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>(i) <b>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>(ii) <b>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>(a) Professional liability insurance, with a minimum coverage of no less than the total ceiling amount of the Contract Amount;</p> <p>(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;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</p> <p>(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</p> <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</p>



	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 542,850.00</b> [five hundred forty-two thousand eight hundred fifty Euro, 00 cents] <b>exclusive of local indirect taxes.</b>
44.1 and 44.2	<b>The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from Value Added Tax</b> (deductible for local purchase / nondeductible 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.
45.1	Payments invoiced in currency of the Contract (EUR) shall be paid in accordance with the rules and regulations of the National Bank of Republic of Moldova in force at the time of payment. Payments shall be made in Moldovan Leu, at the official exchange rate established by the National Bank of Moldova at the date of payment.
46.2	<p><b>The payment schedule:</b></p> <p><b>1<sup>st</sup> payment:</b> in the amount of EUR 108,570.00 (exclusive of VAT), representing twenty percent (20%) of the total contract price, against the invoice for the Final Inception Report as per Appendix A, accepted by the Client;</p> <p><b>2<sup>nd</sup> payment:</b> in the amount of EUR 271,425.00 (exclusive of VAT), representing fifty percent (50%) of the total contract price, against the invoice for the Complete packages of Final design documents as per Appendix A, accepted by the Client.</p> <p><b>3<sup>rd</sup> payment:</b> in the amount of EUR 108,570.00 (exclusive of VAT), representing twenty percent (20%) of the total contract price, against the invoice for the Approval of the design and cost documentation from the State Expertise as per Appendix A, accepted by the Client.</p> <p><b>Final payment:</b> in the amount of EUR 54,285.00 (exclusive of VAT), representing ten percent (10%) of the total contract price, against the invoice for the Final report on Design Author's Supervision as per Appendix A, accepted by the Client.</p>



46.2.1	Not applicable
46.2.4	<p><b>The banking details are:</b>  <b>Beneficiary:</b> ARHIDEEA-GRUP S.R.L.  <b>IDNO / TIN:</b> 1009605002409  <b>IBAN code:</b> MD48ML000000000225112311  <b>Bank name:</b> BC Moldindconbank S.A., Hincesti Branch  <b>Bank address:</b> Republic of Moldova, Hincesti, 137 Mihalcea Hincu stree  <b>SWIFT code:</b> MOLDM2X;</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 remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>FIDIC</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(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 <i>the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.</i></li> </ol> </li> </ol>



- (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.

