

CONTRACT no. MD-MHLSP-305066-CW-RFQ

Procurement of Small Works for: *Renovation of Hincesti Rayonal Hospital Intensive Care Unit*

Project: *Moldova Emergency COVID-19 Project*

Project no.: *P173776*

Purchaser: *Ministry of Health*

Country: *Republic of Moldova*

Contract Agreement

THIS AGREEMENT made the 1st, day of *November, 2022* between *Ministry of Health of the Republic of Moldova*, represented by *Mrs. Ala NEMERENCO*, Minister (hereinafter "the Employer"), of the one part, and "*PRO EX 2005*" LLC, represented by *Mr. Dinu MUNTEANU*, General Manager (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer invited a Quotation for the execution of Works, *Renovation of Hincesti Rayonal Hospital Intensive Care Unit* and has accepted the Quotation by the Contractor for the Works:

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Award of Contract
 - (b) the Contractor's Quotation
 - (c) the Conditions of Contract, including Appendices
 - (d) the Specifications
 - (e) the Drawings
 - (f) Bill of Quantities; and
 - (g) Social and Environmental Management Plan.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Republic of Moldova* on the day, month and year specified above.



Signed by:

Mrs. Ala NEMERENCO, Minister
for and on behalf of the Employer



Signed by:

Mr. Dinu MUNTEANU, General Manager
for and on behalf of the Contractor

APPENDIX A TO CONTRACT CONDITIONS

Fraud and Corruption

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Signed by: _____

Mr. Dinu MUNTEANU, General Manager
for and on behalf the Contractor



COST ESTIMATES
for
Renovation of Hincesti Rayonal Hospital Intensive Care Unit

No	Name	Total, MDL
N ^o 2-1-1	Architectural and Constructive Solutions (01/2022-5-SA)	4 688 645,22
N ^o 2-1-2	Water and sewage networks (01/2022-5-RAC)	218 958,30
N ^o 2-1-3	Heating, ventilation, air conditioning (01/2022-5-IVC)	2 237 494,84
N ^o 2-1-4	Interior electric networks (01/2022-5-EEF/IEI)	1 203 931,79
N ^o 2-1-5	Fire Signaling (01/2022-5-SI)	503 184,68
N ^o 2-1-6	Signaling and telephone networks (01/2022-5-TS)	1 018 987,55
N ^o 2-1-7	Systems automation (01/2022-5-AIVC/PAF)	194 222,48
N ^o 2-1-8	Medical gases (01/2022-5-GM)	672 047,01
N ^o 2-1-9	Interior electric networks. Power equipment (01/2022-5-EEF/IEI)	203 848,24
N ^o 4-1-1	Exterior electric energy supply (01/2022-5-REAE)	1 015 412,18
N ^o 4-1-2	Generator (01/2022-5-REAE)	850 080,00
	TOTAL	12 806 812,30 MDL, VAT 0

Signed by:

Mrs. Aida NEMERENCO, Minister
for and on behalf of the Employer



Signed by:

Mr. Dinu MUNTEANU, General Manager
for and on behalf the Contractor



“ APROB”



MINISTERUL SĂNĂTĂȚII

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_____ 2023

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR
nr.01 T din 28 noiembrie 2023**

**Reparația capitală a Unității de Terapie Intensivă din cadrul IMSP Spitalul
Raional Hîncești**

Hîncești 2023

INVESTITOR *Ministerul Sănătății*

PROCES-VERBAL
de recepție la terminarea lucrărilor
Nr. 01 T din 28 noiembrie 2023

privind lucrarea Reparația capitală a Unității de Terapie Intensivă executată la obiectul IMSP Spitalul Raional Hîncești în cadrul contractului nr. MD-MHLSP-305066-C-RFQ din 01.11.2022 încheiat între Ministerul Sănătății în calitate de Investitor și Compania "PRO EX 2005" SRL în calitate de Antreprenor pentru lucrările de reparație la IMSP Spitalul Raional Hîncești

1. Lucrările au fost executate în baza autorizației de construire nr.81, eliberată de *Primăria mun. Hîncești* la 28.11.2022, cu valabilitate de 24 luni
2. Comisia de recepție și-a desfășurat activitatea în data de 28 noiembrie 2023, fiind formată din:

Ion Prisăcaru	Secretar de Stat, președinte
Vadim Aftene	Șef direcție generală politici în domeniul serviciilor medicale integrate, membru
Iurii Petcu	Vicedirector medical IMSP Spitalulul Raional Hîncești, membru
Irina Lisnic	Șef secție anestezie și terapie intensivă IMSP Spitalul Raional Hîncești, membru
Valentina Megherea	Asistent medical superior al secției anestezie și terapie intensivă IMSP Spitalul Raional Hîncești, membru

Au mai participat la recepție:

Bogdan Sergiu - Responsabil Tehnic

3. Constatările comisiei de recepție:

- 1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete piesele cuprinse în lista-anexă nr.1;
- 2) lucrările cuprinse în lista-anexă nr.2 nu au fost executate;
- 3) în lucrările, cuprinse în lista-anexă nr.3, nu s-au respectat prevederile proiectului.

4. Comisia de recepție, în urma constatărilor făcute, propune:

De recepționat lucrarea la terminarea lucrărilor

5. Comisia de recepție motivează propunerea făcută prin:

Lucrările incluse în devizul de cheltuieli sunt îndeplinite și este posibilă exploatarea obiectului

6. Comisia de recepție recomandă următoarele:

De recepționat lucrarea la terminarea lucrărilor

7. Prezentul proces verbal, conținînd 2 file și 3 anexe numerotate, cu un total de 5 file, a fost întocmit astăzi 28 noiembrie 2023 la obiectul nominalizat în 5 exemplare.

Comisia de recepție:

Președinte: *Ion Prisăcaru*

Membri: *Vadim Afteni*

Iurii Petcu

Irina Lisnic

Valentina Megherea

Specialiști:



8. Lucrarea Reparația capitală a Unității de Terapie Intensivă este :

TRANSMISĂ:

PRIMITĂ:

EXECUTANTUL:

BENEFICIARUL:

" " 2023

" " 2023



(semnătura)



L.S.

(semnătura)

Anexa nr. 1
La procesul – verbal nr. 1T
de recepție la terminarea lucrărilor
din 28 noiembrie 2023

REGISTRU

Documentației scrisă și desemnată, care trebuia prezentată, au lipsit sau sunt incomplete piesele cuprinse în lista.

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Beneficiar: Spitalul Raional Hîncești

semnătura

Antreprenor "Pro Ex 2005" SRL

Dinu Munteanu

semnătura

Comisiei de recepție la terminarea lucrărilor, lista lucrărilor care nu au fost executate la recepția lucrărilor

[illegible]

Antreprenor "Pro Ex 2005" SRL

Dinu Munteanu

semnătura

semnătura

