

# **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 1<sup>st</sup>, 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 the Contractor

## Conditions of Contract

### Table of Contents

<b>A. General.....</b>	<b>5</b>
1. Definitions .....	5
2. Contract Specific Information .....	8
3. Interpretation.....	10
4. Prohibitions.....	11
5. Project Manager's Decisions .....	11
6. Subcontracting .....	11
7. Cooperation.....	11
8. Personnel and Equipment .....	12
9. Employer's and Contractor's Risks .....	14
10. Employer's Risks .....	14
11. Contractor's Risks .....	15
12. Insurance.....	15
13. Site Data.....	16
14. Contractor to Construct the Works .....	16
15. Approval by the Project Manager.....	16
16. Health, Safety and Protection of the Environment .....	16
17. Archaeological and Geological Findings.....	17
18. Possession of the Site.....	17
19. Access to the Site.....	17
20. Instructions, Inspections and Audits.....	17
21. Appointment of the Adjudicator.....	18
22. Procedure for Disputes .....	18
23. Fraud and Corruption.....	19
24. Security of the Site.....	19
<b>B. Time Control .....</b>	<b>19</b>
25. Program and Progress Reports.....	19
26. Extension of the Completion Date.....	20
27. Acceleration .....	20
28. Delays Ordered by the Project Manager.....	20
29. Management Meetings.....	20
30. Early Warning.....	20
<b>C. Quality Control .....</b>	<b>21</b>
31. Identifying Defects .....	21
32. Tests.....	21
33. Correction of Defects.....	21
34. Uncorrected Defects .....	21
<b>D. Cost Control .....</b>	<b>21</b>

35.	Contract Price .....	21
36.	Changes in the Contract Price.....	21
37.	Variations.....	22
38.	Payment Certificates.....	22
39.	Payments.....	23
40.	Compensation Events .....	23
41.	Tax .....	24
42.	Price Adjustment .....	24
43.	Retention.....	25
44.	Liquidated Damages and Bonuses.....	25
45.	Advance Payment .....	25
46.	Performance Security.....	26
47.	Dayworks .....	26
48.	Cost of Repairs .....	26
<b>E. Finishing the Contract.....</b>		<b>26</b>
49.	Completion .....	26
50.	Taking Over .....	27
51.	Final Account.....	27
52.	Operating and Maintenance Manuals .....	27
53.	Termination.....	27
54.	Payment upon Termination.....	28
55.	Property.....	29
56.	Release from Performance.....	29
57.	Suspension of Bank Loan or Credit.....	29



## A. General

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Award of Contract for the execution and completion of the Works and the remedying of any defects.
  - (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
  - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in **CC 21**.
  - (d) "**Bank**" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (e) Cost estimates means the priced and completed Bill of Quantities forming part of the Contractor's Quotation.
  - (f) **Compensation Events** are those defined in **CC 40**.
  - (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with **CC 49.1**.
  - (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in **CC 3.3** below.
  - (i) The **Contractor** is the party whose Quotation to carry out the Works has been accepted by the Employer.
  - (j) The **Contractor's Quotation** is the completed quotation document submitted by the Contractor to the Employer.
  - (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Award of Contract and thereafter as adjusted in accordance with the Contract.
  - (l) **Days** are calendar days; months are calendar months.

- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Employer upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period specified in **CC 2.12** and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in CC 2.1.**
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works as specified in **CC 2.1.**
- (v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (x) The **Site** is the area defined as such in the **CC 2.1.**
- (y) **Site Investigation Reports** are those, if any, that were included in the request for quotations documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

- (z) **Specifications** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (aa) The **Start Date** is given in CC 2.1. It is the latest date when the Contractor shall commence execution of the Works.
- (bb) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (cc) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (dd) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (ee) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the CC 2.1.
- (ff) "**Contractor's Personnel**" refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (gg) "**Key Personnel**" means the positions (if any) of the Contractor's personnel that are included in the contract.
- (hh) "**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;
- (ii) "**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 Contractor's Personnel with other Contractor's or Employer's Personnel; and
- (jj) "**Employer's Personnel**" refers to the Project Manager and all other staff, labor and other employees

(if any) of the Project Manager and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer or the Project Manager to the Contractor.

## 2. Contract Specific Information

### 2.1 General

(a) The Employer is:

Ministry of Health of the Republic of Moldova

Mrs. Ala Nemerenco, Minister

2, V. Alecsandri str., Chisinau

(b) The Intended Completion Date for the whole of the Works shall be: 7 months from the Start Date included in p. 2.1.(d)

(c) The Site is located at:

238, Mihalîcea Hâncu Str., Hincesti district and is defined in drawings.

(d) The Start Date shall be: one week from the date of Contract signature.

(e) The Works consist of: Renovation of Hincesti Rayonal Hospital Intensive Care Unit.

2.2 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.

#### Address for notices to the Employer:

*Ministry of Health of the Republic of Moldova*

*Mrs. Ala Nemerenco, Minister*

*CC: Natalia Belicov, Project Coordinator/Procurement Consultant, Moldova Emergency COVID-19 Project*

*2, V. Alecsandri str., Chisinau*

*e-mail: secretariat@ms.gov.md; natalia.belicov@ms.gov.md*

#### Address for notices to the Contractor:

*MD-2072, bd. Cuza-Voda, 21/1, ap.12, m.Chisinau*

*Mr. Dinu Munteanu, General Manager*

*Proex 2005@mail.ru*



- 2.3 In accordance with **CC 3.2, Sectional Completions** are: *N/A*
- 2.4 The **language** of the contract is *English language*.
- 2.5 The Contract shall be governed by the law of “the Employer’s Country”.

**The contract specific information for the listed Conditions of Contract (CC) clauses follows:**

- 2.6 **CC 12:** The minimum **insurance** amounts and deductibles shall be:
- (a) for loss or damage to the Works, Plant and Materials: *N/A*
  - (b) For loss or damage to Equipment: *N/A*
  - (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: *N/A*.
  - (d) for personal injury or death: of the Contractor’s employees: *50 000 MDL* of other people: *100 000 MDL*.
- 2.7 **CC 13: Site Data** are: *Hincesti Rayonal Hospital*
- 2.8 **CC 18: Site Possession Date(s)** shall be:
- *Date: the date of Contract signature;*
  - *238, Mihalicea Hâncu Str., Hincesti district*
- 2.9 **CC 21: Appointing Authority** of Adjudicator: *Ion Raileanu*.
- 2.10 **CC 25.1:** A **Program** for the Works shall be submitted together with the submission of Quotation.
- 2.11 **CC 25.2:** The period for submission of **progress reports** is: *monthly*.
- 2.12 **CC 33:** The **Defects Liability Period** shall be: *6 months* from the date of Completion.
- 2.13 **CC 43:** The **retention** amount shall be *five percents (5)*.
- 2.14 **CC 44.1:** The **liquidated damages** for the whole of the Works shall be: *0.1 %* of the final Contract Price per day..
- 2.15 **CC 44.1:** The **maximum amount of liquidated damages** for the whole of the Works is: *(ten percents) 10 %* of the final Contract Price.
- 2.16 **CC 45:** The **Advance Payment** shall be: *10 %* of the Accepted Contract Amount and shall be paid to the Contractor

no later than **15 days** after the Contractor submits a claim for the amount.

- 2.17 **CC 46:** The Performance Security amount shall be for an amount of: **7%** of the Accepted Contract Amount.
- 2.18 **CC 52.1:** The date by which operating and maintenance manuals are required is **7 days**. In accordance with **CC 52.1**, the date by which “as built” drawings are required is **7 days**.
- 2.19 **CC 52.2:** The amount to be withheld: **1% from the Contract amount**.
- 2.20 **CC 54.1:** The percentage to apply to the value of the work not completed is: **20%**.

### 3. Interpretation

- a. In interpreting these CC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these CC.
- b. If sectional completion is specified in **CC 2.3**, references in the CC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- c. The documents forming the Contract shall be interpreted in the following order of priority:
  - (b) the Contract Agreement,
  - (c) The Letter of Award of Contract
  - (d) The Contractor’s Quotation,
  - (e) the Conditions of Contract, including Appendices
  - (f) the Specifications,
  - (g) the Drawings,
  - (h) Cost estimates
  - (i) Social and Environmental Management Plan.

- 
- 4. Prohibitions**
- 4.1 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer'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.
- 5. Project Manager's Decisions**
- 5.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 6. Subcontracting**
- 6.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 7. Cooperation**
- 7.1 The Contractor shall cooperate with and allow appropriate opportunities for other contractors, public authorities, utilities, and the Employer, to carry out on or near the Site work, if any, not included in the Contract.

## 8. Personnel and Equipment

- 8.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its quotation, to carry out the Works or other personnel and Equipment approved by the Employer. The Employer shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the quotation.
- 8.2 The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (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) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) engages in Sexual Harassment, Sexual Exploitation, Sexual Abuse or in any form of sexual activity with individuals under the age of 18 except in case of pre-existing marriage;
  - (f) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
  - (g) has been recruited from the Employer's Personnel.

As appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

### 8.3 Labor

8.3.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

8.3.2 *Labor Laws.* The Contractor shall comply with all the relevant labor laws applicable to the Contractor's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.:



8.3.3 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

8.3.4 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

8.3.5 *Forced Labor.* The Contractor, including its Subcontractors, 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.

8.3.6 *Child Labor.* The Contractor, including its Subcontractors, shall *not* employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, 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 Contractor including its Subcontractors, 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 Contractor with the Employer's approval. The Contractor shall be subject to regular monitoring by the Employer 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
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**8.3.7 *Employment Records of Workers.*** The Contractor shall keep complete and accurate records of the employment of labor at the Site.

**8.3.8 *Non-Discrimination and Equal Opportunity.*** The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship.

**8.3.9 *Contractor's Personnel Grievance Mechanism.*** The Contractor shall have a proportionate grievance mechanism for Contractor's Personnel.

**8.3.10 *Awareness of Contractor's Personnel.*** The Contractor shall provide appropriate awareness to relevant Contractor's Personnel on any applicable environmental and social aspects of the Contract, including on health, safety and prohibition of SEA and SH.

## **9. Employer's and Contractor's Risks**

**9.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **10. Employer's Risks**

**10.1** From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

10.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

**11. Contractor's Risks** 11.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

## **12. Insurance**

12.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in **CC 2.6**, for listed events which are due to the Contractor's risks:

12.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for the Employer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

12.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance



which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

12.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

12.5 Both parties shall comply with any conditions of the insurance policies.

### **13. Site Data**

13.1 The Contractor shall be deemed to have examined any Site Data referred to in **CC 2.7**, supplemented by any information available to the Contractor.

### **14. Contractor to Construct the Works**

14.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

### **15. Approval by the Project Manager**

15.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, for his approval.

15.2 The Contractor shall be responsible for design of Temporary Works.

15.3 The Employer approval shall not alter the Contractor's responsibility for design of the Temporary Works.

15.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

15.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Design author and Employer before this use.

### **16. Health, Safety and Protection of the Environment**

16.1 The Contractor shall be responsible for the safety of all activities on the Site, and for taking care of the health and safety of all persons entitled to be on the Site and any other place where the Works are being executed.

16.2 The Contractor shall comply with all applicable health and safety regulations and laws.

16.3 Protection of the environment

(a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and

(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.



In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Employer.

**17. Archaeological and Geological Findings**

17.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer.

**18. Possession of the Site**

18.1 If possession of a part is not given by the date stated in CC 2.8, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

**19. Access to the Site**

19.1 The Contractor shall allow the Employer and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**20. Instructions, Inspections and Audits**

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

20.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

**20.3 Inspections & Audit by the Bank**

Pursuant to paragraph 2.2 e. of Appendix A to the CC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank 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 Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to CC 23.1 (Fraud and Corruption) which provides, inter alia, that acts intended to

materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

## **21. Appointment of the Adjudicator**

- 21.1 The Employer and the Contractor shall jointly appoint an adjudicator with relevant experience, within 7 (seven) days of contract signature. In case of disagreement between the Employer and the Contractor on the appointment of the Adjudicator within this period, either party will request the Appointing authority stated in **CC 2.9**, to appoint the Adjudicator within 7 (seven) days of receipt of such request.
- 21.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 14 (fourteen) days, the Adjudicator shall be designated by the Appointing Authority stated in **CC 2.9**, at the request of either party, within 7 (seven) days of receipt of such request.

## **22. Procedure for Disputes**

- 22.1 If the Contractor believes that a decision taken by the Employer was either outside the authority given to the Employer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 (fourteen) days of the notification of the Employer decision.
- 22.2 The Adjudicator shall give a decision in writing within 14 (fourteen) days of receipt of a notification of a dispute. The adjudicator's cost (hourly fee and reimbursable expenses) shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator.
- 22.3 Both parties shall attempt to settle the dispute amicably before commencement of arbitration. If the dispute is not settled amicably within 14 (fourteen) days of the Adjudicator's written decision, either party may refer a decision of the Adjudicator to an Arbitrator. If neither party refers the dispute to arbitration within 28 (twenty eight) days of the Adjudicator's written decision, the Adjudicator's decision shall be final and binding. The arbitration shall be conducted in accordance with the following arbitration procedures.

Contracts with Contractor national of the Employer's Country:

*In the case of a dispute between the Employer and a Contractor who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.*

**23. Fraud and Corruption**

- 23.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the CC.
- 23.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations 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.

**24. Security of the Site**

- 24.1 The Contractor shall be responsible for the security of the Site, and:
- (a) for keeping unauthorized persons off the Site;
  - (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Employer to the Contractor.

The Contractor shall require the security personnel to act within the applicable Laws.

**B. Time Control**

**25. Program and Progress Reports**

- 25.1 The Contractor shall submit for approval a Program for the Works, within the period stated in **CC 2.10**. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program shall show any effect of Variations and Compensation Events.
- 25.2 The Contractor shall monitor progress of the Works and submit progress reports to the Employer at intervals no longer than the period stated in **CC 2.11**.
- 25.3 In addition to the progress reports stated in **CC 2.11**, the Contractor shall inform the Employer immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect including, but is not



limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH.

The Contractor shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer

**26. Extension of the Completion Date**

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**27. Acceleration**

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Employer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**28. Delays Ordered by the Project Manager**

28.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

**29. Management Meetings**

29.1 Either the Employer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

**30. Early Warning**

30.1 The Contractor shall warn the Employer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works.

30.2 The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone



involved in the work and in carrying out any resulting instruction of the Employer.

### **C. Quality Control**

- 31. Identifying Defects** 31.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.
- 32. Tests** 32.1 If the Employer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability specified in **CC 2.12**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer notice.
- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Employer notice, the Employer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

### **D. Cost Control**

- 35. Contract Price** 35.1 Cost estimates shall contain priced items for the Works to be performed by the Contractor. The Cost estimates is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Cost estimates for each item.
- 36. Changes in the Contract Price** 36.1 If the final quantity of the work done differs from the quantity in the Cost estimates for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Accepted Contract Amount, the Employer's representative shall adjust the rate to allow for the change. The Employer's representative shall not adjust rates from changes in quantities if thereby the Accepted Contract Amount is exceeded by

more than 15 percent, except with the prior approval of the Employer.

- 36.2 If requested by the Employer, the Contractor shall provide the Employer's representative with a detailed cost breakdown of any rate in the Cost estimates.

### **37. Variations**

- 37.1 All Variations shall be included in updated Programs produced by the Contractor.

- 37.2 The Contractor shall provide the Employer's representative with a quotation for carrying out the Variation when requested to do so by the Employer's representative. The Employer shall assess the quotation, which shall be given within 7 (seven) days of the request or within any longer period stated by the Employer and before the Variation is ordered.

- 37.3 If the Contractor's quotation is unreasonable, the Employer may order the Variation and make a change to the Contract Price, which shall be based on the Employer own forecast of the effects of the Variation on the Contractor's costs.

- 37.4 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given, and the Variation shall be treated as a Compensation Event.

- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

- 37.6 If the work in the Variation corresponds to an item description in the Cost estimates and if, in the opinion of the Employer, the quantity of work above the limit stated in **CC 36.1** or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Cost estimates shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Cost estimates, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

### **38. Payment Certificates**

- 38.1 The Contractor shall submit to the Employer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

- 38.2 The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

- 38.3 The value of work executed shall be determined by the Employer.

38.4 The value of work executed shall comprise the value of the quantities of work in the Cost estimates that have been completed.

38.5 The value of work executed shall include the valuation of Variations and Compensation Events.

38.6 The Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **39. Payments**

39.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Technical Supervisor within 28 (twenty-eight) days of the date of Technical Supervisor each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. The interest rate shall be at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

39.2 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **40. Compensation Events**

40.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to **CC 2.8**.
- (b) The Employer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (d) The Employer unreasonably does not approve a subcontract to be let.
- (e) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Award of Contract from the information issued to Contractors (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (f) The Employer's representative on the site gives an instruction for dealing with an unforeseen condition,



caused by the Employer, or additional work required for safety or other reasons.

- (g) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (h) The advance payment is delayed.
- (i) The effects on the Contractor of any of the Employer's Risks.
- (j) The Employer unreasonably delays issuing a Certificate of Completion.

40.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

40.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Employer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Employer own forecast. The Employer shall assume that the Contractor shall react competently and promptly to the event.

40.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Employer's representative on the site.

#### **41. Tax**

41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date of submission of quotations for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor.

#### **42. Price Adjustment**

42.1 **Prices shall not be adjusted for any fluctuations in the cost of inputs.**



**43. Retention**

- 43.1 The Employer shall retain from each payment due to the Contractor the proportion stated in **CC 2.13** until Completion of the whole of the Works.
- 43.2 Upon the issue of a Certificate of Completion of the Works by the Employer, in accordance with **CC 49.1**, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed, and the Employer has certified that all Defects notified by the Employer to the Contractor before the end of this period have Employer been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

**44. Liquidated Damages and Bonuses**

- 44.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in **CC 2.14** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in **CC 2.15**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **CC 39.1**.
- 44.3 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in **CC 2.16** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Employer shall certify that the Works are complete, although they may not be due to be completed.

**45. Advance Payment**

- 45.1 The Employer shall make advance payment to the Contractor in the amount specified in **CC 2.17**, against provision by the Contractor, if required in **CC 2.17**, of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor.
- 45.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses

required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

- 45.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### **46. Performance Security**

- 46.1 The Performance Security, if required in **CC 2.18**, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in **CC 2.18**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

#### **47. Dayworks**

- 47.1 If applicable, the Dayworks rates in the Contractor's Quotations shall be used only when the Employer has given written instructions in advance for additional work to be paid for in that way.
- 47.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Foremen and Technical Supervisor. Each completed form shall be verified and signed by the Foremen and Technical Supervisor within two days of the work being done.
- 47.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### **48. Cost of Repairs**

- 48.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **E. Finishing the Contract**

#### **49. Completion**

- 49.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works, and the Employer

shall do so upon deciding that the whole of the Works is completed.

**50. Taking Over**

50.1 The Employer shall take over the Site and the Works within 7 (seven) days of the Employer issuing a Certificate of Completion.

**51. Final Account**

51.1 The Contractor shall supply the Employer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 (fifty six) days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 56 (fifty six) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate.

**52. Operating and Maintenance Manuals**

52.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in **CC 2.19**.

52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in **CC 2.19**, or they do not receive the Employer approval, the Employer shall withhold the amount stated in **CC 2.20** from payments due to the Contractor.

**53. Termination**

53.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 (twenty eight) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
- (b) the Employer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 (twenty eight) days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;



- (d) a payment certified by the Technical Supervisor is not paid by the Employer to the Contractor within 84 (eighty four) days of the date of the Technical Supervisor's certificate;
- (e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works for which the maximum amount of liquidated damages can be paid, as specified in **CC 2.15**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the CC, in competing for or in executing the Contract, then the Employer may, after giving 14 (fourteen) days written notice to the Contractor, terminate the Contract and expel him from the Site.

53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

53.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

53.5 When either party to the Contract gives notice of a breach of Contract to the ~~Project Manager~~ Employer for a cause other than those listed under **CC 53.2** above, the Project Manager shall decide whether the breach is fundamental or not.

#### **54. Payment upon Termination**

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage specified in **CC 2.21** to apply to the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

54.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the

Employer, the Employer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**55. Property**

- 55.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

**56. Release from Performance**

- 56.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**57. Suspension of Bank Loan or Credit**

- 57.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 (seven) days of having received the Bank's suspension notice.
  - (b) If the Contractor has not received sums due to it within the 28 (twenty eight) days for payment provided for in **CC 39.1**, the Contractor may immediately issue a 14 (fourteen)-day termination notice.

## **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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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 inspect<sup>3</sup> 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.

<sup>1</sup> 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.

<sup>2</sup> 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.

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

Signed by:

Mrs. Ala 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**

*Neamtu*

\_\_\_\_\_ 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 Spitalul 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, conținând 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

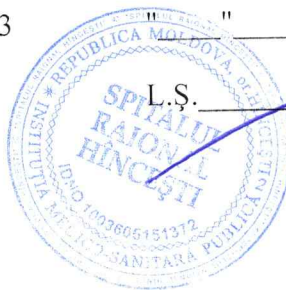
" " 2023

L.S. (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.**

[illegible]

**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]

semnătura

semnătura

Dinu Munteanu

Anexa nr. 3

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

Lucrările care nu au s-au respectat conform prevederilor proiectelor de execuție  
la recepția lucrărilor

Nr.	Denumirea observației	Termenul de executare	Responsabil
	<i>Mo. Serat</i>		

Beneficiar: IMSP Spitalul Raional Hîncești

Semnătură

Antreprenor "Pro Ex 2005" SRL

semnătură

Dinu Munteanu





## Instituția Medico-Sanitară Publică Spitalul Raional Hîncești

str. Mihalcea Hîncești nr.238, MD 3401, or. Hîncești  
Tel: + 373 0269 22448; + 373 0269 23235; Fax.+ 373 0269 23235;  
e-mail: srhincesti@ms.md; site: www.srhincesti.md

24.10.2024 Nr. 739

### SCRISOARE DE RECOMANDARE

IMSP Spitalul Raional Hîncești dorește să-și exprime aprecierea față de colaborarea cu compania PRO EX 2005 S.R.L. în cadrul contractului nr. MD-MHLSP-305066-CW-RFQ din 1 Noiembrie 2022 privind lucrările de renovare a Terapiei intensive în cadrul Spitalului Raional Hîncești.

Compania a fost selectată în calitate de furnizor în urma licitației, în care a fost desemnata câștigătoare, inclusiv și datorită disponibilității, flexibilității și calității deosebite a serviciilor prestate.

Pe parcursul colaborării noastre, PRO EX 2005 S.R.L., a manifestat o mare deschidere spre înțelegerea nevoilor și așteptărilor noastre, fapt ce a adus la obținerea unor rezultate pozitive privind calitatea serviciilor prestate.

Având în vedere cele de mai sus, ne permitem să recomandăm compania PRO EX 2005 S.R.L. pentru competențele sale profesionale în prestarea serviciilor de renovare, PRO EX 2005 SRL a demonstrat a fi partener de încredere, prin experiența, profesionalismul și dedicarea întregii echipe.

Cu respect,

Director



Petru CIUBOTARU