CONTRACT FOR CONSULTANT'S SERVICES

Construction of a new penitentiary facility in Chisinau

Loan No. LD 1809 (2013)

DESIGN SERVICES FOR PROVISION OF DESIGN SERVICES OF CHISINAU PENITENTIARY PROJECT

Contract No. SDC3

between

PROJECT IMPLEMENTATION UNIT FOR CONSTRUCTION OF CHISINAU PENITENTIARY PROJECT

and

IGC-Construct S.R.L.

Dated: February 21, 2018

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	I. Special Conditions of Contract	

I. Form of Contract

LUMP-SUM

This CONTRACT for Design Services for Provision of Complete design of Chisinau Penitentiary Project (hereinafter called the "Contract") for the total amount of 487,496.00 Euro exclusive of local indirect taxes is made the 21 day of the month of February, 2018 between, on the one hand, Project Implementation Unit of Chisinau Penitentiary Construction (hereinafter called the "Client") and, on the other hand, which will be liable to the Client for all the Consultant's obligations under this Contract, namely, IGC-Construct S.R.L. (hereinafter called the "Consultant").

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 financing from the Council of Europe Development Bank (the "Bank") in the form of a loan (hereinafter called "loan") toward the cost of partial financing of the construction of a new penitentiary facility in Chisinau to provide adequate detention conditions for pre-trial detainees. The Client intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan 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 Bank, 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 loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 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 "Bank Policy Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;

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(c) Appendices:

Appendix A: Terms of Reference dated December 2017

Appendix B: Programme of Requirements

Appendix C: Key Experts

Appendix D: Breakdown of Contract Price Appendix E: Concept Design (RIBA Stage 2)

Appendix F: Request for Quotation

Appendix G: Work Schedule and Planning for Deliverables

Appendix H: Financial Proposal
Appendix I: Covenant of Integrity

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, Appendix G, Appendix H,. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - 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.
- The expected date for the commencement of the Services is immediately upon contract signature by both Parties. The time period of the Contract is 6 (six) months, until August 2018.

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.

SIGNED:

Client

Project Implementation Unit for construction of Chisinau Penitentiary project

Address: Moldova, Chisinau,

str. Titulescu 35

Consultant

IGC-Construct S.R.L.

Address: Moldova, Chisinau

bd.Moscova 6

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Phone:

+373 22 409 781

+373 22 409 782

Phone/Fax: +373 22 311 061

+373 22 496 067

Bank name: National Bank

of Moldova, Chisinau,

Bank name: BC Moldova-Agroindbank SA Centru

SWIFT Code: NBMDMD2X

SWIFT Code: AGRNMD2X

IBAN:

IBAN: MD92AG000000002251597943

Fiscal code: 1014601000078

Fiscal code: 1004600070790

Partnerships Information

Number (RSIN):

For and on behalf of Project

Implementation Unit for construction of

Chisinau Penitentiary project

For and on behalf Consultant

IGC-Construct SRL

Igor Exanu - Project Manager

Iurie Condrea- Director

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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of the Republic of Moldova.		
	This contract is envisaged only for the entire assignment of providing the complete design of the Chisinau Penitentiary Project. Design Supervision is not part of this contract. A separate contract for Design Supervision services will be signed only after award of contract for works and upon written request from the Client.		
4.1	The language is English.		
6.1 and 6.2	The addresses are:		
	Client: Project Implementation Unit of Chisinau Penitentiary Construction		
	Attention: Mr. Igor Esanu, Project Manager E-mail: uip@penitenciar.gov.md		
	Consultant: IGC-Construct S.R.L.		
	Attention: Mr. Iurie Condrea Facsimile: +373 22 31-10-61 E-mail: director@igc-construct.md		
9.1	The Authorized Representatives are:		
	For the Client: Igor Esanu, Project Manager		
	For the Consultant: Mr. Iurie Condrea, Director		
10.1	Consultant shall always comply with the requirements of the Covenant of Integrity provided in the Appendix I.		
12.1	Termination of Contract for Failure to Become Effective:		
	The time period shall be 1 (one) month.		
13.1	Commencement of Services:		

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	Immediately upon contract signature.		
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3.		
23.1	No additional provisions.		
24.1	The insurance coverage against the risks shall be as follows: Employer'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;		
27.2	The Consultant shall not use any documents and designs for purposes unrelated to this Contract without the prior written approval of the Client.		
38.1	The Contract price is:		
	Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.		
41.2	The payment schedule:		
	Upon full completion and acceptance of design services: - 50% for Developed Design (RIBA stage 3); - 50% for Technical Design (RIBA stage 4);		
	Payments will be made not later than 30 calendar days from the date of and only upon satisfactory delivery, receipt and acceptance by the Client of deliverables.		
45.1	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 competent court.		

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Adresa: bd. Moscova 6, sect. Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

ACT of delivering-receiving the project documentation

Date «25» septembrie 2019

mun. Chişinău

Commercial society «IGC- Construct» delivers, and Project Implementation Unit for Construction of Chisinau Penitentiary project, receives the Preliminary draft of the Tecnical Design (RIBA4 stage4) documentation (Including Strategies described in POR) of the project "Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to the contract No.SDC3 of February 21, 2018, according to the following list:

№ Volume	Mark	Name	Support digital, DWG/PDF/ BIM/doc	Support: Hard copy
	SDC3/01/2018-SS	Security strategy Security strategy	doc	1(one) Hard copy,
	SDC3/01/2018-HS	Health and mental health strategy	doc	1(one) Hard copy,
	SDC3/01/2018-ES	Environmental strategy	doc	1(one) Hard copy, 1(one)
	SDC3/01/2018-EEPS	Energy Efficiency of Project Solutions	PDF	Hard copy,
	SDC3/01/2018-TS	Requirements/task book (Technical Specifications)	doc	1(one) Hard copy,
		Requirements/task book (Technical Specifications of low voltage system)	doc	1(one) Hard copy,
Volume M	SDC3/01/2018-ME	The general explicative note with annexed documents shedule that are the base of the design project	doc	4(four) Har- copy,
Volume 0	SDC3/01/2018-0	General materials of the building site Volume structure		
	Album 0 - 0 SDC3/01/2018-0-ME	Explanatory note	doc	4(four) Har copy,
	Album 0 - 1 SDC3/01/2018-0-PG	Siteplan	DWG/PDF/BIM	4(four) Har copy,
	Album 0 - 2 SDC3/01/2018-0-DA	Service roads	DWG / PDF	4(four) Har copy,
	Album 0 - 3 DC3/01/2018-0-MTT	Measures against land testability	DWG / PDF	4(four) Har copy,
	Album 0 - 4 SDC3/01/2018-0-OLC	Organization of construction works	DWG / PDF	4(four) Har copy,
	Album 0 – 5.1 SDC3/01/2018-0-REAC.1	Exterior water and sewage networks	DWG / PDF	4(four) Har copy,

	Album 0 – 5.2 SDC3/01/2018-0-AE	External aqueduct/ Household sewage/ Rainwater sewage	DWG / PDF	4(four) Hard copy,
	Album 0 - 6 SDC3/01/2018-0-REAE	External electric power supply networks	DWG / PDF	4(four) Hard copy,
	Album 0 – 7 SDC3/01/2018-0-AEE/ IEE	Electric Power Supply / External Electrical Lighting	DWG / PDF	4(four) Hard copy,
	Album 0 – 8/1 SDC3/01/2018-0-RTE	External thermal networks	DWG / PDF	4(four) Hard copy,
	Album 0 – 8/2 SDC3/01/2018-0-RTE-CBA	External thermal networks. Reinforced concrete constructions	DWG / PDF	4(four) Hard copy,
	Album 0 - 9 SDC3/01/2018-0-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
	Album 0 - 10 SDC3/01/2018-0-TSE	Exterior telephone and signaling networks	PDF	4(four) Hard copy,
	Album 0 - 11 SDC3/01/2018-0-TS Album 0 - 12	Telephone and signaling lines of the construction site	DWG / PDF	4(four) Hard copy,
	SDC3/01/2018-0-CV Album 0 - 13	Video control.	DWG / PDF	4(four) Hard copy,
	SDC3/01/2018-0-SCA Album 0 - 14	Access control system.	DWG / PDF	4(four) Hard copy,
	SDC3/01/2018-0-SPA Album 0 - 15	Automated security alarm system	DWG / PDF	4(four) Hard copy,
	SDC3/01/2018-0-SCR Album 0 - 16	Radio communication system.	DWG / PDF	4(four) Hard copy,
	SDC3/01/2018-0-SAE Album 0 - 17 SDC3/01/2018-0-ASC	External alarm system. Monitoring the local central dispatch system	PDF	4(four) Hard copy,
Volume 1	SDC3/01/2018-1	Administrative building Volume structure		
	Album 1 - 0 SDC3/01/2018-1-ME	Explanatory note	doc	4(four) Hard copy,
	Album 1 - 1 SDC3/01/2018-1-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard copy,
	Album 1 - 2 SDC3/01/2018-1-C	Construction solutions	DWG / PDF	4(four) Hard copy,
	Album 1 - 3 SDC3/01/2018-1-TP	Production technology	DWG / PDF	4(four) Hard copy,
	Album 1 - 4 SDC3/01/2018-1-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
	Album 1 - 5 SDC3/01/2018-1-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
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	Album 1 - 6 SDC3/01/2018-1- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
	Album 1 - 7 SDC3/01/2018-1-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard copy,
	Album 1 - 8 SDC3/01/2018-1-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
	Album 1 - 9 DC3/01/2018-1-SIN	Fire extinguishing	DWG / PDF	4(four) Hard copy,
	Album 1 - 10 SDC3/01/2018-1-TS	Telephone and signaling communications	DWG / PDF	4(four) Hard copy,
	Album 1 - 11 SDC3/01/2018-1-SI	Fire signaling	DWG / PDF	4(four) Hard
	Album 1 - 12 SDC3/01/2018-1-CV	Video control	DWG / PDF	4(four) Hard copy,
	Album 1 - 13 SDC3/01/2018-1-SCA	Access control system	DWG / PDF	4(four) Hard copy,
	Album 1 - 14 SDC3/01/2018-1-SPA	Automated security alarm system	DWG / PDF	4(four) Hard copy,
	Album 1 - 15 SDC3/01/2018-1-AÎVC	Automation of the ventilation system	PDF	4(four) Hard copy,
	Album 1 - 16 SDC3/01/2018-1- ART	Automation of the heating system	PDF	4(four) Hard copy,
	Album 1 - 17 SDC3/01/2018-1- AAEE	Automation of the automatic power reserve system	PDF	4(four) Hard copy,
	Album 1 - 18 SDC3/01/2018-1- AIEI	Automation of internal lighting.	PDF	4(four) Hard copy,
	Album 1 - 19 SDC3/01/2018-1-R	Lifting and maintaining pumping station pressure, monitoring pump status data.	PDF	4(four) Hard copy,
	Album 1 - 20 SDC3/01/2018-1-AIEE	Automation of internal lighting.	PDF	4(four) Hard copy,
Volume 2	SDC3/01/2018-2	Residential Building, A1		
	Album 2 - 0 SDC3/01/2018-2-ME	Explanatory note	doc	4(four) Hard copy,
	Album 2 - 1 SDC3/01/2018-2-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard copy,
	Album 2 - 2 SDC3/01/2018-2-C	Construction solutions	DWG / PDF	4(four) Hard copy,
	Album 2 - 3 SDC3/01/2018-2-TP	Production technology	DWG / PDF	4(four) Hard copy,
	Album 2 - 4 SDC3/01/2018-2-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,

	Album 2 - 5 SDC3/01/2018-2-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
	Album 2 - 6 SDC3/01/2018-2- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
	Album 2 - 7 SDC3/01/2018-2-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard copy,
	Album 2- 8 SDC3/01/2018-2-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
	Album 2 - 9 SDC3/01/2018-2-SIN	Fire extinguishing	DWG / PDF	4(four) Hard
	Album 2 - 10 SDC3/01/2018-2-TS	Telephone and signaling communications	DWG / PDF	4(four) Hard
	Album 2 - 11 SDC3/01/2018-2-SI	Fire signaling	DWG / PDF	4(four) Hard
	Album 2 - 12 SDC3/01/2018-2-CV	Video control	DWG / PDF	4(four) Hard
	Album 2 - 13 SDC3/01/2018-2-SCA	Access control system	DWG / PDF	4(four) Hard
	Album 2 - 14 SDC3/01/2018-2-TV	Broadcast TV	DWG / PDF	4(four) Har copy,
	Album 2 - 15 SDC3/01/2018-2-SN	Negotiation system. Intercom	DWG / PDF	4(four) Hard
	Album 2 - 16 SDC3/01/2018-2-SPA	Automated security system	DWG / PDF	4(four) Har
	Album 2 - 17 SDC3/01/2018-2- AIEI	Automation of internal lighting.	PDF	4(four) Har copy,
	Album 2 - 18 SDC3/01/2018-2-AÎVC	Automation of the ventilation system	PDF	4(four) Har copy,
	Album 2 - 19 SDC3/01/2018-2-AAC + ART	Automation of hot water heating system and heating system,	PDF	4(four) Har copy,
	Album 2 - 20 SDC3/01/2018-2-AAEE	Automation of the automatic power reserve system	PDF	4(four) Har
	Album 2 - 21 SDC3/01/2018-2-AIEE	Automation of internal lighting.	PDF	4(four) Har copy,
Volume 3	SDC3/01/2018-3	Residential Building, A2		
	Album 3 - 0 SDC3/01/2018-3-ME	Explanatory note	doc	4(four) Har
	Album 3 - 1	Architectural solutions	DWG/PDF/BIM	4(four) Har

Album 3 - 2 SDC3/01/2018-3-C	Construction solutions	DWG / PDF	4(four) Hard copy,
Album 3 - 3 SDC3/01/2018-3-TP	Production technology	DWG / PDF	4(four) Hard copy,
Album 3 - 4 SDC3/01/2018-3-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
Album 3 - 5 SDC3/01/2018-3-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
Album 3 - 6 SDC3/01/2018-3- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
Album 3 - 7 SDC3/01/2018-3-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard copy,
Album 3- 8 SDC3/01/2018-3-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
Album 3 - 9 SDC3/01/2018-3-SIN	Fire extinguishing	DWG / PDF	4(four) Hard copy,
Album 3 - 10 SDC3/01/2018-3-TS	Telephone and signaling communications	DWG / PDF	4(four) Hard copy,
Album 3 - 11 SDC3/01/2018-3-SI	Fire signaling	DWG / PDF	4(four) Hard copy,
Album 3 - 12 SDC3/01/2018-3-CV	Video control	DWG / PDF	4(four) Hard copy,
Album 3 - 13 SDC3/01/2018-3-SCA	Access control system	DWG / PDF	4(four) Hard copy,
Album 3- 14 SDC3/01/2018-3-TV	Broadcast TV	DWG / PDF	4(four) Hard copy,
Album 3 - 15 SDC3/01/2018-3-SN	Negotiation system. Intercom	DWG / PDF	4(four) Hard copy,
Album 3 - 16 SDC3/01/2018-3-SPA	Automated security system	DWG / PDF	4(four) Hard copy,
Album 3 - 17 SDC3/01/2018-3- AIEI	Automation of internal lighting.	PDF	4(four) Hard
Album 3 - 18 SDC3/01/2018-3-AÎVC	Automation of the ventilation system	PDF	4(four) Hard
Album 3 - 19 SDC3/01/2018-3-AAC + ART	Automation of hot water heating system and heating system,	PDF	4(four) Hard copy,
Album 3 - 20 SDC3/01/2018-3-AAEE	Automation of the automatic power reserve system	PDF	4(four) Hard copy,
Album 3 - 21 SDC3/01/2018-2-AIEE	Automation of internal lighting.	PDF	4(four) Hard copy,

Volume 4	SDC3/01/2018-4	Residential Building, A3		
	Album 4 - 0 SDC3/01/2018-4-ME	Explanatory note	doc	4(four) Hard copy,
	Album 4 - 1 SDC3/01/2018-4-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard copy,
	Album 4 - 2 SDC3/01/2018-4-C	Construction solutions	DWG / PDF	4(four) Hard copy,
	Album 4 - 3 SDC3/01/2018-4-TP	Production technology	DWG / PDF	4(four) Hard copy,
	Album 4 - 4 SDC3/01/2018-4-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
	Album 4 - 5 SDC3/01/2018-4-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
	Album 4 - 6 SDC3/01/2018-4- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
	Album 4 - 7 SDC3/01/2018-4-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard copy,
	Album 4- 8 SDC3/01/2018-4-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
	Album 4 - 9 SDC3/01/2018-4-SIN	Fire extinguishing	DWG / PDF	4(four) Hard copy,
	Album 4 - 10 SDC3/01/2018-4-TS	Telephone and signaling communications	DWG / PDF	4(four) Hard copy,
	Album 4 - 11 SDC3/01/2018-4-SI	Fire signaling	DWG / PDF	4(four) Hard copy,
	Album 4 - 12 SDC3/01/2018-4-CV	Video control	DWG / PDF	4(four) Hard copy,
	Album 4 - 13 SDC3/01/2018-4-SCA	Access control system	DWG / PDF	4(four) Hard copy,
	Album 4 - 14 SDC3/01/2018-4-TV	Broadcast TV	DWG / PDF	4(four) Hard copy,
	Album 4 - 15 SDC3/01/2018-4-SN	Negotiation system. Intercom	DWG / PDF	4(four) Hard copy,
	Album 4 - 16 SDC3/01/2018-4-SPA	Automated security system	DWG / PDF	4(four) Hard copy,
	Album 4- 17 SDC3/01/2018-4- AIEI	Automation of internal lighting.	PDF	4(four) Hard
	Album 4 - 18 SDC3/01/2018-2-AÎVC	Automation of the ventilation system	PDF	4(four) Hard copy,
	Album 4 - 19 SDC3/01/2018-4-AAC + ART	Automation of hot water heating system and heating system,	PDF	4(four) Hard copy,

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	Album 4 - 20 SDC3/01/2018-4-AAEE	Automation of the automatic power reserve system	PDF	4(four) Har
	Album 4 - 21 SDC3/01/2018-4-AIEE	Automation of internal lighting.	PDF	4(four) Hard
Volume 5	SDC3/01/2018-5	Residential Building, B		
	Album 5 - 0 SDC3/01/2018-5-ME	Explanatory note	doc	4(four) Hard
	Album 5 - 1 SDC3/01/2018-5-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard
	Album 5 - 2 SDC3/01/2018-5-C	Construction solutions	DWG / PDF	4(four) Hard
	Album 5 - 3 SDC3/01/2018-5-TP	Production technology	DWG / PDF	4(four) Hard copy,
	Album 5 - 4 SDC3/01/2018-5-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
	Album 5 - 5 SDC3/01/2018-5-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
	Album 5 - 6 SDC3/01/2018-5- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard
	Album 5 - 7 SDC3/01/2018-5-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard copy,
	Album 5- 8 SDC3/01/2018-5-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
	Album 5 - 9 SDC3/01/2018-5-SIN	Fire extinguishing	DWG / PDF	4(four) Hard
	Album 5- 10 SDC3/01/2018-5-TS	Telephone and signaling communications	DWG / PDF	4(four) Hard
	Album 5- 11 SDC3/01/2018-5-SI	Fire signaling	DWG/PDF	4(four) Hard
	Album 5- 12 SDC3/01/2018-5-CV	Video control	DWG / PDF	4(four) Hard copy,
	Album 5 - 13 SDC3/01/2018-5-SCA	Access control system	DWG / PDF	4(four) Hard copy,
	Album 5 - 14 SDC3/01/2018-5-TV	Broadcast TV	DWG / PDF	4(four) Hard
	Album 5 - 15 SDC3/01/2018-5-SN	Negotiation system. Intercom	DWG / PDF	4(four) Hard
	Album 5 - 16 SDC3/01/2018-5-SPA	Automated security system	DWG / PDF	4(four) Hard copy,

	Album 5 - 17 SDC3/01/2018-5- AIEI	Automation of internal lighting.	PDF	4(four) Hard copy,
	Album 5 - 18 SDC3/01/2018-5-AÎVC	Automation of the ventilation system	PDF	4(four) Hard copy,
	Album 5 - 19 SDC3/01/2018-5-AAC + ART	Automation of hot water heating system and heating system,	PDF	4(four) Hard copy,
	Album 5 - 20 SDC3/01/2018-5-AAEE	Automation of the automatic power reserve system	PDF	4(four) Hard copy,
	Album 5 - 21 SDC3/01/2018-5-AIEE	Automation of internal lighting.	PDF	4(four) Hard copy,
Volume 6	SDC3/01/2018-6	Residential Building, C		
	Album 6 - 0 SDC3/01/2018-6-ME	Explanatory note	doc	4(four) Hard copy,
	Album 6 - 1 SDC3/01/2018-6-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard copy,
	Album 6 - 2 SDC3/01/2018-6-C	Construction solutions	DWG / PDF	4(four) Hard copy,
	Album 6 - 3 SDC3/01/2018-6-TP	Production technology	DWG / PDF	4(four) Hard copy,
	Album 6 - 4 SDC3/01/2018-6-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
	Album 6 - 5 SDC3/01/2018-2-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
	Album 6 - 6 SDC3/01/2018-2- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
	Album 6 - 7 SDC3/01/2018-6-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard copy,
	Album 6- 8 SDC3/01/2018-6-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
	Album 6 - 9 SDC3/01/2018-6-SIN	Fire extinguishing	DWG / PDF	4(four) Hard
	Album 6- 10 SDC3/01/2018-6-TS	Telephone and signaling communications	DWG / PDF	4(four) Hard copy,
	Album 6 - 11 SDC3/01/2018-6-SI	Fire signaling	DWG / PDF	4(four) Hard
	Album 6- 12 SDC3/01/2018-6-CV	Video control	DWG / PDF	copy, 4(four) Hard
	Album 6 - 13 SDC3/01/2018-6-SCA	Access control system	DWG / PDF	copy, 4(four) Hard
	Album 6 - 14 SDC3/01/2018-6-TV	Broadcast TV	DWG / PDF	copy, 4(four) Hard copy,

	Album 6 - 15 SDC3/01/2018-6-SN	Negotiation system. Intercom	DWG / PDF	4(four) Hard
	Album 6 - 16 SDC3/01/2018-6-SPA	Automated security system	DWG / PDF	4(four) Hard
	Album 6 - 17 SDC3/01/2018-6- AIEI	Automation of internal lighting.	PDF	4(four) Hard
	Album 6 - 18 SDC3/01/2018-6-AÎVC	Automation of the ventilation system	PDF	4(four) Hard
	Album 6 - 19 SDC3/01/2018-6-AAC + ART	Automation of hot water heating system and heating system,	PDF	4(four) Hard
	Album 6 - 20 SDC3/01/2018-6-AAEE	Automation of the automatic power reserve system	PDF	4(four) Hard
	Album 6 - 21 SDC3/01/2018-6-AIEE	Automation of internal lighting.	PDF	4(four) Hard copy,
Volume 7	SDC3/01/2018-7	Multifunctional building		
	Album 7 - 0 SDC3/01/2018-6-ME	Explanatory note	doc	4(four) Hard
	Album 7- 1 SDC3/01/2018-7-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard
	Album 7 - 2 SDC3/01/2018-7-C Construction solutions		DWG / PDF	4(four) Hard copy,
	Album 7- 3 SDC3/01/2018-7-TP	Production technology	DWG / PDF	4(four) Hard copy,
	Album 7- 4 SDC3/01/2018-7-TPCF	Production technology. Cold chambers	DWG / PDF	4(four) Hard copy,
	Album 7 - 5 SDC3/01/2018-7-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
	Album 7 - 6 SDC3/01/2018-6-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
	Album 7 - 7 SDC3/01/2018-7- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
	Album 7 - 8 SDC3/01/2018 -7-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard
	Album 7 – 9 SDC3/01/2018 -7-AF	Cold supply	DWG / PDF	copy, 4(four) Hard
	Album 7- 10 SDC3/01/2018-7-MASI	Fire safety assurance measures	DWG / PDF	copy, 4(four) Hard
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Album 7 - 13 SDC3/01/2018-7-SI	Fire signaling	DWG / PDF	4(four) Hard copy,
Album 7 - 14 SDC3/01/2018-7-CV	Video control	DWG / PDF	4(four) Hard copy,
Album 7 - 15 SDC3/01/2018-7-SCA	Access control system	DWG / PDF	4(four) Hard copy,
Album 7 - 16 SDC3/01/2018-7-SN	Negotiation system. Intercom	DWG / PDF	4(four) Hard copy,
Album 7 - 17 SDC3/01/2018-7-SPA	Automated security signaling	DWG / PDF	4(four) Hard copy,
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Album 7 - 19 SDC3/01/2018-7-AÎVC	Automation of the ventilation system	PDF	4(four) Hard copy,
Album 7 - 20 SDC3/01/2018-7- ART	Automation of the heating system	PDF	4(four) Hard copy,
Album 7 - 21 SDC3/01/2018-7-AAEE	Automation of the automatic power reserve system	PDF	4(four) Hard copy,
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SDC3/01/2018-8	Block of the householding service	-	
Album 8 - 0 SDC3/01/2018-8-ME	Explanatory note	doc	4(four) Hard copy,
Album 8 - 1 SDC3/01/2018-8-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard copy,
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Album 8 - 4 SDC3/01/2018-6-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
Album 8 - 5 SDC3/01/2018-8-ÎVC	Heat, ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
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Album 8 - 7 SDC3/01/2018-8-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard
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	Album 8 - 9 SDC3/01/2018-8-MASI	Fire safety assurance measures	DWG / PDF	4(four) Har
	Album 8 - 10 SDC3/01/2018-8- TS	Telephone and signaling communications	DWG / PDF	copy, 4(four) Har
	Album 8 - 11 SDC3/01/2018-8-SI	Fire signaling	DWG / PDF	copy, 4(four) Hard
	Album 8 - 12 SDC3/01/2018-8-CV	Control video	DWG / PDF	copy, 4(four) Hard
	Album 8 - 13 SDC3/01/2018-8-SCA	Access control system	DWG / PDF	copy, 4(four) Hard
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	Album 9 - 4 SDC3/01/2018-9-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
	Album 9 – 5/1 SDC3/01/2018-9-Î	Heating	DWG / PDF	4(four) Hard copy,
	Album 9 – 5/2 SDC3/01/2018-9-VC	Ventilation and air conditioning	DWG / PDF	4(four) Hard copy,
	Album 9 - 6 SDC3/01/2018-9- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
	Album 9 - 7 SDC3/01/2018-9-SM	Thermo-mechanical solutions	DWG / PDF	4(four) Hard copy,
	Album 9 - 8 SDC3/01/2018-9-MASI	Fire safety assurance measures	DWG / PDF	4(four) Hard copy,
	Album 9 - 9 SDC3/01/2018-9- SIN	Fire extinguishing	DWG / PDF	4(four) Hard copy,
	Album 9 - 10 SDC3/01/2018- 9- TS	Telephone and signaling communications	DWG / PDF	4(four) Hard copy,

	Album 9 - 11 SDC3/01/2018-9-SI	Fire signaling	DWG / PDF	4(four) Hard
	Album 9 - 12 SDC3/01/2018-9-CV	Control video	DWG / PDF	4(four) Hard
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	Album 9 - 15 SDC3/01/2018-1-SN	Negotiation system	DWG / PDF	4(four) Hard
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	Album 9 - 17 SDC3/01/2018-9-AÎVC	Automation of the ventilation system	PDF	4(four) Hard
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	Album 10- 1 SDC3/01/2018-10-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard copy,
	Album 10 - 2 SDC3/01/2018-10-C	Construction solutions	DWG / PDF	4(four) Hard copy,
	Album 10 - 3 SDC3/01/2018-10-TP	Production technology	DWG / PDF	4(four) Hard copy,
	Album 10 - 4 SDC3/01/2018-10-RAC	Interior water and sewage networks	DWG / PDF	4(four) Hard copy,
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	Album 10- 6 SDC3/01/2018-10- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard
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	Album 10 - 8 SDC3/01/2018-10-MASI	Fire safety assurance measures	DWG / PDF	4(four) Har copy,
	Album 10 - 9 SDC3/01/2018-10-SIN	Fire extinguishing	DWG / PDF	4(four) Har
	Album 10 - 10 SDC3/01/2018-10-TS	Telephone and signaling communications	DWG / PDF	4(four) Hard
	Album 10 - 11 SDC3/01/2018-10-SI	Fire signaling	DWG / PDF	4(four) Hard
	Album 10 - 12 SDC3/01/2018-10-CV	Video control	DWG / PDF	4(four) Hard
	Album 10 - 13 SDC3/01/2018-10-SCA	Access control system	DWG / PDF	4(four) Hard
	Album 10 - 14 SDC3/01/2018-10-TV	Broadcast TV	DWG / PDF	4(four) Hard copy,
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	Album 11a - 1 SDC3/01/2018-11a-SA	Architectural solutions	DWG/PDF/BIM	4(four) Hard copy,
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	Album 11a - 6 SDC3/01/2018-11a- IEI/ EEF	Electric power equipment/ Interior electric lighting	DWG / PDF	4(four) Hard copy,
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	Album 14 - 1 SDC3/01/2018-14-SAC	Architectural and Structure solutions	DWG/PDF/ BIM (see Album 0 - 1 - PG)	copy, 4(four) Hard copy,
Volume 15	SDC3/01/2018-15	Sports fields		
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Volume 16	SDC3/01/2018-16	Support wall		
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Volume 17	Album 16- 0 SDC3/01/2018-16-ME	Explanatory note	doc	4(four) Hard copy,
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Volume 19	SDC3/01/2018-19	Mesh fence		
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Volume 24	SDC3/01/2018-24-M	Environmental protection		
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Funcția, numele, prenumele, semnătora \ Должность, фамилия, имя , подпись



Adresa: bd. Moscova 6, sect.Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

13.06.2018

Report nr.1

By the following, the level of execution of the project documentation of the objective "Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to the contract No.SDC3 of February 21, 2018, was registered in the following volume:

Nr.	Name of works	Ammount according to the contract	Volume of works finished, %	Amount to be paid according to Report nr.1	
1	Developed Design RIBA3 (Including Strategies described in POR)	ing Strategies		€ 243,748.00	
2	Developed Design RIBA4 (Including Strategies described in POR)	€ 243,748.00	0%	€0	
	Total without TVA	€ 487,496.00		€ 243,748.00	

At the moment of signing this report, it is concluded that the works are finished in a 50% of the amount from the total stipulated in the contract.

The amount to be transferred is € 243,748.0, which will be transferred in MDL, at the national bank exchange rate at the date of the invoice issuance.

Delivered

Received

"IGC-Construct" SRL

Project Implementation Unit for

Construction of Chisinau Penitertiary project

Iurie Condrea- Director

Igor Esanu- Project Manage



Adresa: bd. Moscova 6, sect.Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

ACT of delivering-receiving the project documentation

Date «13» june 2018

mun. Chişinău

Commercial society «IGC- Construct» delivers, and Project Implementation Unit for Construction of Chisinau Penitentiary project, receives the Developed Design RIBA3 phase documentation (Including Strategies described in POR) of the project, Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to the contract No.SDC3 of February 21, 2018, according to the following list:

No.	Deliverables	Support
1.	RIBA Stage 3 – Developed Design	
1.1	Architecture coordinated with PIU	
1.2	Structural and technical components coordinated with PIU	
1.3	MEP Building Services Systems for Water, Sewage, HVAC, Gas supply and Electrical systems (High and Low voltage), Control systems, telecommunications—interior and exterior systems	
1.4	Security Systems	
1.5	Fire Protection and Life Safety	
1.6	Health infrastructure, kitchen, food service, laundry services, maintenance and workshop facilities, storage facilities (for both inmate and facility storage) and other premises	
1.7	Roads and parking	
1.8	Landscape	Hard copy,
1.9	Cost Information with all divisional construction cost estimates update	Digital PDI
1.10	Update of the design ensuing strategies: Security systems, Health and mental health, Facility Environmental Management Plan (waste, energy, resources, transport management, procurement, etc.), Environment Impact Assessment Report*, Fire Protection and Life Safety, Construction proposal, Maintenance plan, Handover proposal, Risk Assessment and Handover and Impact transition Plan.	Digital PDI
1,11	laundry, maintenance workshops, activity workshops, sports, office, medical blocks (somatic and TB) and room furniture	
.12	BIM model-based design of architecture and engineering of the new penitentiary	
1.13	Assist to the PIU and develop all needed documentation or information for Building Regulations Submission to Moldova's National and Local Authorities and any third party submissions requiring consent	

Delivered

"IGC-Construct" SRL

Iurie Condrea- Director

Received

Project Implementation Unit for

Construction of Chismau Per

Igor Esanu- Project Manager

datas

FACTURĂ FISCALĂ **ВАНДАБЛЯАН ВАВОЛОБАН**

покупатель/получатель



Seria, Nr. EUK000483713 Серня, №



numär

TOWALA A PLINT

Data eliberării /data livrării 26.02.2019 / 26.02.2019 лата Путевой лист серия номер Дата выписки /дата поставни 9. Transportator c.f./ nr.TVA Перевозчик ф.к./ код НДС 1. Furnizor: c.f./ nr.TVA 1004600070790 / S.C. IGC-CONSTRUCT S.R.L., SEC.RISCANI Moscova bd. nr.6 Cont MD12AG000000022511634945, ф.к./кол НДС 0607284 Поставщик BC'Moldova-Agroindbank'S.A. fil.'Chisinau-Centru', AGRNMD2X723 c.f./nr.TVA 1014601000078 / 2. Cumpărător/beneficiar: UIPCP DIN CHISINAU, SEC.BOTANICA STR.N.TITULESCU 35 Cont ф.к./ код НДС Покупатель/получатель MD06TRPHAA319210A00825AC 4. Documente anexate Report nr. 2 din 26.02.2019 3. Delegație numär data delegatul Призагаемые документы Доверенность серия номер пата делегированный 6. Punet descăreare 7. Redirijāri 5. Punct încărcare Пункт разгрузки Персадресовки Пункт погрузки 10.3 10.6 10.7 10.12 10.1 10.2 10.4 10.5 10.8 10,9 10,10 10.11 Denumirea mărfurilor/activelor, serviciilor și codul poziției Valoarea sărfurilor/activelor Cantitatea nărfurilor/ac Pret unitar fārā TVA, lei Valoarea totală fără TVA, lei Cota TVA,% Suma totală a TVA, lei Tip ambalaj Тип унаковат Număr locuri Unitate Altā Mass tarifare al mărfii/activului informație rută, tone Общая сумма НДС, несв Написнование товаров/активов, услуг и код товарной полиции Товара/астива másurů Общая сумма без НЛС, неев , serviciilor, lei Kenntivelor, volumui Пенц Другая Macca tes Стоимость паров/активов, НДС, % Бругго, НДС, леся servicillor a MOUT TOMB Количество услуг, леев товаров актя вов, объем услуг Etar A 4 dezvoltarea designului în cadrul 3799251,33 3799251.33 0 0.00 3799251 33 aui de constructie a penitenciarului din Chisinau" conform contractului SDC3 din 21.02.2018 11. TOTAL (ре factura fiscală) / Всего (по налоговой накладиой) 3799251,33 0,00 3799251,33 X X X 0,00 12. Permis eliberarea: contabil Anna Leiciu Aplicată semnătura digitală de către Furnizor\Применена Отпуск цифровая подинсь Поставщика разрения: Funcția, numele, prenumele , semnătura \ Долиность, фанция, ныя, подинсь 13. Predat marfurile/activele (servicille): Aplicată semnătura digitală de către Furnizor/Применена contabil Anna Leiciu Саай товары/активы (услуги) цифровая подпись Поставника Funcția, numele, prenumele, semnătura \ Должность, фанилик, имя, подпись NETRU 14. Primit marfurile'activele intermediarul (transportatorul): SRL Принял товары/активы посредник (перевозчик) Funcția, numele, prenumele, ser 15. Predat märfurile/activele intermediarul JUN DE CONS (transportatorul):: Сдал товары/активы посредник (перевозчик) Functia, nu semnăturile olografe ale Cumpărătorului ! mărfurile/activele (serviciile) 16.1 в только при назични голографических подписей cump .corul/beneficiarul: Принял товары/активы (услуги)

8. Fonia de parcurs



Adresa: bd. Moscova 6, sect.Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

26.02.2019

Report nr.2

By the following, the level of execution of the project documentation of the objective "Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to the amendment No.2 of November 8,2018 to contract No.SDC3 of February 21, 2018, was registered in the following volume:

Nr.	Name of works	Ammount according to the contract	Volume of works finished, %	Amount paid according to Report nr.1	Amount to be paid according to Report nr.2
1	Developed Design RIBA3 (Including Strategies described in POR)	€ 243,748.00	100 %	€ 243,748.00	€0
2	Preliminary draft of the Technical Design (RIBA 4 stage 4)	€ 194,998.40	100%	€0	€ 194,998.40
3	Receipt and acceptance by the Client of the final Technical Design (RIBA4 stage 4) and Verification and Expertise Report of Design and Cost Estimates Documentation	€ 48,749.60	0%	€0	€0
	Total without TVA	€ 487,496.00		€ 243,748.00	€ 194,998.40

At the moment of signing this report, it is concluded that the works are finished in a **90**% of the amount from the total stipulated in the contract.

The amount to be transferred is € 194,998.40, which will be transferred in MDL, at the national bank exchange rate at the date of the invoice issuance.

Delivered

Received

"IGC-Construct" SRL

Project Implementation Unit for

Construction of Chisinau Penitentiary project

Iurie Condrea- Director

Igor Esanu- Project Manager

nele semnătura | Допалность, фамилия, имя , подпись

FACTURĀ FISCALĀ НАЛОГОВАЯ НАКЛАДНАЯ





Data eliberării /data livrării 25.09.2019 / 25.09.	2019		8. Fonia de		n: pna –		пинат:	-		data		
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Etapa RIB dezvoltarea designalui in cadrul "Projectului constructie a pentienciarului din Chisinau" conform contractului SDC3 din 21.02.2018		1	949125,46	949125,46	0	0,00	949	125,46				
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12. Permis eliberarea: contabil Anna Leiciu Ottiyek paspetinus: 13. Predat marturife/activele (servicille): contabil Chan tunaparatemmus (yexytu)		loo /	Funcția, nume	ele, prenumele , ser	mnāturu \	Допавость, фамил	цифровая и ия, имя, подии Aplicată ser	nes nestura	Поставщика	tre Furnizor\I		
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Adresa: bd. Moscova 6, sect.Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

25.09.2019

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Report nr.3

By the following, the level of execution of the project documentation of the objective "Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to the amendment No.2 of November 8,2018 to contract No.SDC3 of February 21, 2018, was registered in the following volume:

Nr.	Name of works	Ammount according to the contract	Volume of works finished, %	Amount paid according to Report nr.1	Amount to be paid according to Report nr.2
1	Developed Design RIBA3 (Including Strategies described in POR)	€ 243,748.00	100 %	€ 243,748.00	€0
2	Preliminary draft of the Technical Design (RIBA 4 stage 4)	€ 194,998.40	100%	€ 194,998.40	€0
3	Receipt and acceptance by the Client of the final Technical Design (RIBA4 stage 4) and Verification and Expertise Report of Design and Cost Estimates Documentation	€ 48,749.60	0%	€0	€ 48,749.60
	Total without TVA	€ 487,496.00		€ 438,746.40	€ 48,749.60

At the moment of signing this report, it is concluded that the works are finished in a 100% of the amount from the total stipulated in the contract.

The amount to be transferred is € 48,749.60, which will be transferred in MDL, at the national bank exchange rate at the date of the invoice issuance.

Delivered

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5)

"IGC-Construct" SRL

Received

Project Implementation Unit for

Construction of Chisinau Penitentiary project

Igor Esanu- Project Manager

Iurie Condrea- Director

S.R.L.

CONTRACT FOR CONSULTANT'S SERVICES

Construction of a new penitentiary facility in Chisinau Loan No. LD 1809 (2013)

REDESIGN SERVICES OF CHISINAU PENITENTIARY

Contract No. SDC4

between

PROJECT IMPLEMENTATION UNIT FOR CONSTRUCTION OF CHISINAU PENITENTIARY

and

IGC-CONSTRUCT S.R.L.

Dated: April 26th, 2023

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1.11.

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I. Form of Contract

LUMP-SUM

This CONTRACT for Redesign Services of Chisinau Penitentiary (hereinafter called the "Contract") for the total amount of 303 169.70 Euro exclusive of local indirect taxes is made the 26 day of the month of April, 2023 between, on the one hand, Project Implementation Unit for Construction of Chisinau Penitentiary (hereinafter called the "Client") and, on the other hand, which will be liable to the Client for all the Consultant's obligations under this Contract, namely, IGC-Construct S.R.L. (hereinafter called the "Consultant").

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 financing from the Council of Europe Development Bank (the "Bank") in the form of a loan (hereinafter called "loan") toward the cost of partial financing of the construction of a new penitentiary facility in Chisinau to provide adequate detention conditions for pre-trial detainees. The Client intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan 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 Bank, 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 loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- I. 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 "Bank Policy Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;

S. J.

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1.11.

(c) Appendices:

Appendix A: Terms of Reference Appendix B: Financial Proposal Appendix C: Technical Proposal

Appendix D: Work Schedule and Planning for Deliverables

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,. 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.
- 3. The expected date for the commencement of the Services is immediately upon contract signature by both Parties. The time period of the Contract is 5 (five) months.

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.

SIGNED:

Client

Project Implementation Unit for construction of Chisinau Penitentiary

Address: Moldova, Chisinau, 35 Titulescu street

Consultant IGC-Construct SRL

Address: Moldova, Chisinau

6 Moscova street

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1.11.

Phone:

+373 22 409 781

+373 22 409 782

Phone/Fax:

+373 22 310 061

+373 69035985

Bank name: The state

treasury, Chisinau

Bank name: BC "Mobiasbanca - OTP

Group" SA

SWIFT Code: TREZMD2X

SWIFT Code: MOBBMD22

IBAN: MD06TRPHAA319210A00825AC

IBAN: MD02MO2224ASV97002647100

Fiscal code: 1014601000078

Fiscal code: 1004600070790

Partnerships Information

Number (RSIN):

For and behalf of Project Implementation Unit for Construction of Chisinau

Penitentiary

For and behalf of consultant

IGC-Construct SRL

Liviu DUCA, Ad interim manager

Iurie CONDREA, Director

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Guidelines" means CEB Guidelines for Works, Services and Goods (2011).
- (b) "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.
- (c) "Bank" means the Council of Europe Development Bank (CEB).
- (d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the Selected 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.

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[. [].

- (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) "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.
- (v) "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 law in the Client's country.

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- 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. Corrupt and Fraudulent Practices

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- 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth **in Attachment 1** to the GCC.
- a. Commissi ons 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 Bank.

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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

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

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- (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 44 & 45.

18. Suspension

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding 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 45.1;
- (d) If, as the result of Force Majeure, the Consultant is

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- 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 corrupt, fraudulent, collusive, coercive or obstructive practices, 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 45.1.
- (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

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inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, 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. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services

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- 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 Interests
- 21.1. The Consultant shall hold the Client's interest's 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 38 through 42) 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 Bank's Applicable Guidelines, 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.

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- 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, unless otherwise indicated in the SCC.
- 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
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic

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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 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's 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

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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.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts
- 29. 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 C.**
- 30. Replacement of Key Experts
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 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.
- 31. Removal of Experts or Sub-consultants
- 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Subconsultants 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.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

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E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

- 32.1 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 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

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- 34. Change in the Applicable Law Related to Taxes and Duties
- 34.1 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 according by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

the Consultant or any Sub-consultants or the Experts of either of them.

- 35. Services,
 Facilities and
 Property of the
 Client
- 35.1 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.
- 36. Counterpart Personnel
- 36.1 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.**
- 36.2 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.
- 37. Payment Obligation
- 37.1 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

- 38. Contract Price
- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix D**.
- 38.2 Any change to the Contract price specified in Clause 38.1 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**.

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39. Taxes and Duties

- The Consultant, Sub-consultants and Experts are responsible for 39.1 meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- As an exception to the above and as stated in the SCC, all local 39.2 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.

40. Currency of Payment

- Any payment under this Contract shall be made in the currency(ies) of the Contract.
- 41. Mode of Billing and **Payment**
- The total payments under this Contract shall not exceed the 41.1 Contract price set forth in Clause GCC 38.1.
- Payments will be made only upon satisfactory acceptance, 41.2 delivery and receipt of deliverables, not later than 30 calendar days.

42. Penalties

42.1 For delayed delivery of Services, the Consultant bears full liability in the amount of 0,1% of the amount for the Services not carried out, for each day of delay, but not more than 10 % of the total amount of this Contract.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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

44. Amicable Settlement

- The Parties shall seek to resolve any dispute amicably by mutual 44.1 consultation.
- 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 45.1 shall apply.

45. Dispute Resolution 45.1 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

II. General Conditions

Attachment 1: Bank's Policy - Corrupt and Fraudulent Practices

(The text in this Attachment 1 shall not be modified)

CEB's anticorruption policy requires that borrowers (including beneficiaries of CEB-financed activity), as well as consultants (including their personnel agents, sub-consultants, sub-contractors, or suppliers) under CEB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, CEB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) A "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;
 - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) Abuse, this is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) "obstructive practice" includes a) deliberately destroying, falsifying, altering or concealing of evidence material to an CEB investigation; b) making false statements to investigators in order to materially impede an CEB investigation; c) failing to comply with requests to provide information, documents or records in connection with an CEB investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; ore) materially impeding CEB's contractual rights of audit, inspection, or access to **information**.

A.

- (viii) These terms collectively are called "integrity violations."
- (b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;
- will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower of CEB financing engaged in integrity violations during the consultant selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to CEB to remedy the situation;
- (d) will sanction a firm or individual, at any time, in accordance with CEB Guideline; and
- (e) will have the right to require that, in consultant selection documentation and in Contracts financed by CEB, a provision be included requiring consultants (including their personnel, agents, sub-consultants, sub-contractors, or suppliers) to permit CEB or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the Contract and to have these audited by auditors appointed by CEB; and requiring consultants (including their personnel, agents, sub-consultants, sub-contractors or suppliers) to cooperate with CEB inspection or investigation and extend all necessary assistance for satisfactory completion of such inspection or investigation.

A.

23

1.11.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract									
1.1. (b) and 3.1	The Contract shall be construed in accordance with the law of the Republic of Moldova.									
	This contract is envisaged only for the entire assignment of providing the complete redesign of the Chisinau Penitentiary. Design Supervision is not part of this contract. A separate contract for Design Supervision services will be signed only after award of contract for works and upon written request from the Client.									
4.1	e language is English.									
6.1 and 6.2	e addresses are:									
	Client: Project Implementation Unit of Chisinau Penitentiary Construction									
	Attention: Mr. Liviu Duca, Ad interim manager PIU E-mail: uip@anp.gov.md									
	Consultant: IGC-Construct SRL									
	Attention: Mr. Iurie Condrea, director Telefon: +373 22 310 061 E-mail: condreaiurie79@gmail.com									
9.1	The Authorized Representatives are:									
	For the Client: Mr. Liviu Duca, Ad interim manager PIU									
	For the Consultant: Mr. Iurie Condrea, Director									
10.1	Consultant shall always comply with the requirements of the Covenant of Integrity provided in the Appendix I.									
12.1	Termination of Contract for Failure to Become Effective:									
	The time period shall be 5 (five) months.									
13.1	Commencement of Services:									

O.J.

	Immediately upon contract signature.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3.
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: Employer'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;
27.2	The Consultant shall not use any documents and designs for purposes unrelated to this Contract without the prior written approval of the Client.
38.1	The Contract price is: 303 169.70 (three hundred three thousand one hundred sixty-nine,70) euro.
	Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.
41.2	The payment schedule:
	Upon full completion and acceptance of design services: Initial report - 30%; Interim report - 50%; Final report - 20%.
	Payments will be made not later than 30 calendar days from the date of and only upon satisfactory delivery, receipt and acceptance by the Client of deliverables.
5.1	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 competent court.

25

S.

4.4



Design and construction company

Adresa: bd. Moscova 6, sect.Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

04.08.2023

Report nr.1

By the following, the level of execution of the project documentation of the objective "Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to contract No.SDC4 of Aipril 26, 2023, was registered in the following volume:

Nr.	Name of works	Ammount according to the contract	% of total volume	Amount to be paid according to Report nr.1			
1	Initial report: -Site studies (topographic, geological surveys)Penitentiary electric energy production/necessities chart (diagram) drafting -Comparative analysis regarding investment and maintenance costs for the photovoltaic park/hybrid heating system on natural gas and electric energy -Obtaining the Technical Conditions for electric energy Production -Development of the preliminary design regarding all required modifications, including Photovoltaic Park placement	€ 90,950.91	30 %	€ 90,950.91			

At the moment of signing this report, it is concluded that the works are finished in a 30% of the amount from the total stipulated in the contract.

The amount to be transferred is € 90,950.91, which will be transferred in MDL, at the national bank exchange rate at the date of the invoice issuance.

Delivered

"IGC-Construct" SRL

Iurie Condrea- Director

Received

Project Implementation Unit for

Construction of Chisinau Penitentiary project

Livin Duca-Ad interim Manager PIU

data:

FACTURĂ FISCALĂ НАЛОГОВАЯ НАКЛАДНАЯ





număr:

Seria, Nr. Серия, №

Data eliberării /data livrării 10.08.2023 / 04.08.2023							- номер	; —		дата		
Дата выписки /дата поставки			9. Transpo Перевоз					c.f./ nr. 7 ф.к./ код				
1. Furnizor: Поставщик S.C. IGC-CONSTRUCT S.R.L., RN BANK S.A., MOBBMD22	M, mun	. Chisinau, bd	. Moscova 6	Cont MD02MO	2224ASV	V97002647100, O	ТР		ГVA 100460 ц НДС 06072			
2. Cumpărător/beneficiar: UNITATEA DE IMPLE Покупатель/получатель CHISINAU, RM, mun. C				E CONSTRUC	TIE A PI	ENITENCIARUI	LUI DIN	c.f./ nr. 7 ф.к./ код	ГVA 101460 ц НДС	01000078 /		
3. Delegație seria număr data Доверенность серия номер дата		delegatul делегирован	ный			cumente anexate вилагаемые докум		Report n	r.1 din 04.08.	2023		
5. Punct încărcare Пункт погрузки			6. Punct do Пункт р		•			7. Redir Переа	т іјаті адресовки			
tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной	10.2 Unitate de măsură Единиц a измере ния	10.3 Cantitatea mărfurilor/ac tivelor, volumul serviciilor Количество товаров/актив ов, объем услуг	10.4 Preţ unitar fără TVA, lei Цена единицы без НДС, леев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, леев	10.6 Соtа TVA,% Ставка НДС,%	10.7 Suma totală a TVA, lei Общая сумма НДС, леев	10. Valos mărfurilor, servicii Стоим товаров/а услуг,	area factivelor, lor, lei ость ктивов,	10.9 Altă informație Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Коли- чество мест	10.12 Masa brută, tone Macca брутто, тонн
Servicii de proiectare pentru Proiectul "Penitenciarul Chișinău", conform contractului Nr.SDC4 din 26 aprilie 2023	serv.	1	1764393.08	1764393,08	0	0,00	170	54393,08				
12. TOTAL (pe factura fiscală) /Всего (по налоговой	накладі	ной)		1764393,08	X	0,00	170	64393,08	X	X	X	0,00
13. Permis eliberarea: otniabil NATALIA ILIASEN разрешил:	CO		Aplicată semnătura electronică de către Furnizor\Применена электронная подпись Поставщика 10.08.2023									
разрешил.			Funcția, nume	le, prenumele , sei	nnătura \	Должность, фамили	ія, имя, под	пись				
14. Predat mărfurile/activele (serviciile): соntabil N Сдал товары/активы (услуги)	NATAL	IA ILIASENC	О							e către Furnizo ка 10.08.2023		енена
L.Ş.			Fu	ncția, numele, pre	numele , se	emnătura \ Должнос	сть, фамили	я, имя , по	дпись			
15. Primit mărfurile/activele intermediarul (transpor	tatorul)	:										
Принял товары/активы посредник (перег	возчик)											
16. Predat mărfurile/activele intermediarul (transportatorul)::				Funcția, n	ımele, pre	numele , semnătura	\ Должност	ъ, фамили	я, имя , подписі	·		
Сдал товары/активы посредник (перевоз	вчик)											
				Funcția, nur	nele, prenu	ımele , semnătura \	Должность,	фамилия,	имя, подпись			
17. Primit mărfurile/activele (serviciile) cumpărătorul/beneficiarul: Принял товары/активы (услуги) покупатель/получатель								гельна то		tronice ale Cur ичии электро		

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

FACTURA FISCA НАЛОГОВАЯ НАІ		Seria, Nr. Серия, № EAI (000704746		
18. Timpul de staț	ionare a mijlocul Время прост	ui de transport гоя транспортного средсті	a		19. Ruta și distanța de transport, km Маршрут движения и расстояние перевозки, км
Operația Операция	Ziua, luna, ora День, месяц, ч			Semnătura Подпись	
	Sosire Прибытия	Plecare Убытия	Staționare Простоя		
Încărcare Погрузка					
Descărcare Разгрузка					
20. Forma de plata Вид оплаты	ă				
21. Menţiuni					
Отметки					
30%					
22. Calculul presta Расчет трансп	ațiilor de transpo портных услуг	rt			

4. Documente anexate
Прилагаемые документы



Design and construction company

Adresa: bd. Moscova 6, sect.Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

30.11.2023

Report nr.2

By the following, the level of execution of the project documentation of the objective "Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to contract No.SDC4 of Aipril 26, 2023, was registered in the following volume:

Nr.	Name of works	Ammount according to the contract	% of total volume	Amount to be paid according to Report nr.2
1	Interim Report Execution Project on the following chapters: General materials of the building site Residential Building, B Residential Building, C Block of the householding service, L Transformation building Support walls Exterior reinforced concrete fence Interior fence Tunnel for engineering communications Photovoltaic Park 2,5 MW	€ 151,584.85	50 %	€ 151,584.85

At the moment of signing this report, it is concluded that the works are finished in a 80% of the amount from the total stipulated in the contract.

The amount to be transferred is € 151,584.85, which will be transferred in MDL, at the national bank exchange rate at the date of the invoice issuance.

Delivered

"IGC-Construct" SRL

Received

Project Implementation Unit for AL RE

Construction of Chisingu Penitentiary project

Iurie Condrea- Director Liviu Duca- Ad i

Liviu Duca- Ad interim Manager PIU

№ 118 от 28 авгу

FACTURĂ FISCALĂ НАЛОГОВАЯ НАКЛАДНАЯ



Серия, №



număr data: Data eliberării /data livrării 07.12.2023 / 07.12.2023 номер дата Дата выписки /дата поставки 9. Transportator c.f./ nr.TVA ф.к./ код НДС Перевозчик c.f./ nr.TVA 1004600070790 / 1. Furnizor: S.C. IGC-CONSTRUCT S.R.L., RM, mun. Chisinau, bd. Moscova 6 Cont MD02MO2224ASV97002647100, OTP ф.к./ код НДС 0607284 Поставшик BANK S.A., MOBBMD22 c.f./ nr.TVA 1014601000078 / UNITATEA DE IMPLEMENTARE A PROIECTULUI DE CONSTRUCTIE A PENITENCIARULUI 2. Cumpărător/beneficiar: ф.к./ код НДС Покупатель/получатель DIN CHISINAU, RM, mun. Chisinau, str. N. Titulescu 35 Report nr.2 din 30.11.2023 4. Documente anexate 3. Delegație seria număr data delegatul Прилагаемые документы Raport Доверенность серия номер лата делегированный 6. Punct descărcare 7. Redirijări 5. Punct încărcare Пункт разгрузки Переадресовки Пункт погрузки 10.8 Valoarea mărfurilor/activelor 10.1 Denumirea mărfurilor/activelor, serviciilor și codul poziției 10.2 Unitate 10.3 10.5 10.7 10.9 10.11 10.12 10.6 10.10 Suma totală a TVA, lei Preţ unitar Valoarea totală fără TVA, lei Общая сумма без НДС, леев Tip ambalaj Cantitatea Altă Masa Cota Număr tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной informație Другая de arfurilor/a fără TVA, lei TVA,% Тип упаковкі locuri rută, ton tivelor, volumul Цена единицы без Общая сумма НДС, леев , serviciilor, lei măsură Коли-Macca НДС, % позиции товара/астива. Единип Стоимость информация чество брутто, serviciilor Количество НДС, леев товаров/активов, мест измере услуг, леев ния товаров/акти вов, объем услуг Servicii de Proiectare pentru Proiectul "Penitenciarul 2901531.09 2901531,09 0,00 2901531,09 Chisinau", conform contractului Nr.SDC4 din 26 aprilie 2023 12. TOTAL (pe factura fiscală) / Всего (по налоговой накладной) 0,00 2901531,09 X 0.00 2901531,09 X X 13. Permis eliberarea: contabil NATALIA ILIASENCO Aplicată semnătura electronică de către Furnizor\\Применена Отпуск электронная подпись Поставщика 07.12.2023 разрешил: Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись 14. Predat mărfurile/activele (serviciile): Aplicată semnătura electronică de către Furnizor\\Применена contabil NATALIA ILIASENCO Сдал товары/активы (услуги) электронная подпись Поставщика 07.12.2023 Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись L.Ş. 15. Primit mărfurile/activele intermediarul (transportatorul): Принял товары/активы посредник (перевозчик)

Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

Funcția, numele, prenumele, semnătura \ Должность, фамилия, имя, подпись

17. Primit mărfurile/activele (serviciile) cumpărătorul/beneficiarul:

16. Predat mărfurile/activele intermediarul

Сдал товары/активы посредник (перевозчик)

(transportatorul)::

Принял товары/активы (услуги)

покупатель/получатель

Validă numai cu semnăturile electronice ale Cumpărătorului\ \Действительна только при наличии электронных подписей Покупателя

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

FACTURĂ FISCALĂ НАЛОГОВАЯ НАКЛАДНАЯ Seria, Nr. Серия, № EAL000175603 18. Timpul de staționare a mijlocului de transport
Время простоя транспортного средства 19. Ruta și distanța de transport, km
Маршрут движения и расстояние перевозки, км Operația Операция Semnătura Подпись Ziua, luna, ora, minutele la Sosire Прибытия **Plecare** Убытия Stationare Простоя Încărcare Погрузка Descărcare Разгр<u>уз</u>ка 20. Forma de plată Вид оплаты 21. Menţiuni Отметки 80% 22. Calculul prestațiilor de transport Расчет транспортных услуг

4. Documente anexate Прилагаемые документы



Design and construction company

Adresa: bd. Moscova 6, sect.Rîşcani, or.Chişinău, tel/fax: 022311061; mob. 069035985, www.igc-construct.md

22.12.2023

Report nr.3

By the following, the level of execution of the project documentation of the objective "Design Services for Provision of Design Services of Chisinau Penitentiary Project", according to contract No.SDC4 of Aipril 26, 2023, was registered in the following volume:

Nr.	Name of works	Ammount according to the contract	% of total volume	Amount to be paid according to Report nr.2
1	Interim Report Cost estimation (BoQ prepared for Thender for the Construction); - Technical Specifications - Verification of project documentation and Estimated cost	€ 60,633.94	20 %	€ 60,633.94

At the moment of signing this report, it is concluded that the works are finished in a 100% of the amount from the total stipulated in the contract.

The amount to be transferred is € 60,633.94, which will be transferred in MDL, at the national bank exchange rate at the date of the invoice issuance.

Delivered

"IGC-Construct" SRL

Iurie Condrea- Director

Received

Project Implementation Unit for

Construction of Chisinau Penitentiary project

Liviu Duca- Ad interim Manager

FACTURĂ FISCALĂ НАЛОГОВАЯ НАКЛАДНАЯ

покупатель/получатель



Seria, Nr. Серия, №





				număr: data:								
Data eliberării /data livrării 22.12.2023 / 22.12	.2023			номер					дата			
Дата выписки /дата поставки				ortator чик				c.f./ nr. 7 ф.к./ код	Г VA / ц НДС			
1. Furnizor: Поставщик S.C. IGC-CONSTRUCT S.R.L., F BANK S.A., MOBBMD22	RM, mun	. Chisinau, bd	. Moscova 6	Cont MD02MC)2224AS	V97002647100, O	ТР		Г VA 10046 ц НДС 06072			
2. Cumpărător/beneficiar: UNITATEA DE IMPLI Покупатель/получатель DIN CHISINAU, RM, 1					TIE A P	ENITENCIARUI	LUI	c.f./ nr. Т ф.к./ код	Г VA 10146 ц НДС	01000078 /		
3. Delegație serianumărdatadelegatul 4. Documente anexate Доверенность серия номер дата делегированный							Report n	r.3 din 22.12.	.2023			
5. Punct încărcare Пункт погрузки			6. Punct do Пункт р	escărcare азгрузки	•			7. Redir Переа	і јăгі ідресовки			
10.1 Denumirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной позиции товара/астива.	10.2 Unitate de măsură Единиц а измере ния	10.3 Cantitatea märfurilor/ac tivelor, volumul serviciilor Koличество товаров/акти вов, объем услуг	10.4 Preţ unitar fără TVA, lei Цена единицы без НДС, леев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, леев	10.6 Cota TVA,% Ставка НДС, %	10.7 Suma totală a TVA, lei Общая сумма НДС, леев	10 Valoz mărfuriloi , servici Стоим товаров/а услуг;	area /activelor ilor, lei ность активов,	10.9 Altă informație Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Коли- чество мест	10.12 Masa brută, tone Macca брутто, тонн
Servicii de Proiectare pentru Proiectul "Penitenciarul Chisinau", conform contractului Nr.SDC4 din 26 aprilie 2023		1	1168403.9	1168403,90	0	0,00	110	68403,90				
12. TOTAL (pe factura fiscală) / Всего (по налогово	й наклад	ной)		1168403,90	X	0,00	11	68403,90	X	X	X	0,00
13. Permis eliberarea: Oтпуск разрешил: contabil NADEJDA-ALEXA	ANDRA I	ARMENCO								e către Furnizo ика 22.12.2023		нена
puspemini.			Funcția, nume	ele, prenumele , se	mnătura \	Должность, фамили	ія, имя, под	пись				
14. Predat mărfurile/activele (serviciile): сопtabil	NADEJI	DA-ALEXANI	ORA IARME	NCO						e către Furnizo ика 22.12.2023		нена
L.Ş.			Fu	ncția, numele, pre	numele , s	semnătura \ Должнос	сть, фамили	я, имя , по	цпись			
15. Primit mărfurile/activele intermediarul (transpo	rtatorul)	:										
Принял товары/активы посредник (пер	евозчик)											
16. Predat mărfurile/activele intermediarul				Funcția, n	umele, pre	enumele , semnătura	\Должност	гь, фамили	я, имя , подпис	ь		
(transportatorul):: Сдал товары/активы посредник (перево	эчик)											
				Funcția, nui	nele, pren	umele , semnătura \	Должность	, фамилия,	имя, подпись			
17. Primit mărfurile/activele (serviciile) cumpărătorul/beneficiarul:										tronice ale Cu ичии электро		

Funcția, numele, prenumele , semnătura \ Должность, фамилия, имя , подпись

FACTURĂ FISCALĂ НАЛОГОВАЯ НАКЛАДНАЯ Seria, Nr. Серия, № EAL000530760 18. Timpul de staționare a mijlocului de transport
Время простоя транспортного средства 19. Ruta și distanța de transport, km
Маршрут движения и расстояние перевозки, км Operația Операция Semnătura Подпись Ziua, luna, ora, minutele la Sosire Прибытия **Plecare** Убытия Stationare Простоя Încărcare Погрузка Descărcare Разгр<u>уз</u>ка 20. Forma de plată Вид оплаты 21. Menţiuni Отметки 100% 22. Calculul prestațiilor de transport Расчет транспортных услуг

4. Documente anexate Прилагаемые документы



MINISTERUL JUSTIȚIEI AL REPUBLICII MOLDOVA Administrația Națională a Penitenciarelor Unitatea de implementare a Proiectului de construcție a penitenciarului din Chișinău

MINISTRY OF JUSTICE National Administration of Penitentiary Project Implementation Unit for Construction of Chisinau Penitentiary



MD-2032, mun. Chişinău, str. Titulescu, 35

tel.: 40-97-81, tel-fax: 40-97-82

e.mail: uip@anp.gov.md

MD-2032, Chisinau, str. Titulescu, 35

tel.: 40-97-81; tel-fax: 40-97-82 e-mail: uip@anp.gov.md

Date: 15 January 2024

Attn. to: whom it may concern

LETTER OF RECOMMENDATION

We hereby confirm that IGC Construct SRL has performed design services of Chisinau Penitentiary Project, according to contracts No.SDC3 of February 21, 2018 and No.SDC4 of April 26, 2023.

Through their extensive experience but also through proven proactivity and transparency, IGC Construct SRL has proven to be a reliable contractor and we highly recommend them as a professional design services company because:

- They have provided technical and high quality documents both according to local and international legislation;
- They have met their deadlines;
- In cases where adjustments/ changes to designs and plans had to be made, they did so in a timely manner.

Considering the above, we strongly recommend IGC Construct SRL as a reliable design service provider.

Faithfully,

Interim Manager

L. DUCA

Chisinau Penitentiary Construction Project Implementation Unit

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