

INFORMAȚII PRIVIND ASOCIEREA

în vederea participării la procedura de atribuirea executării obiectivului de investiție

Servicii de proiectare „Construcția Spitalului Regional Bălți”

1. Părți contractante:

a) **MANENS SpA**, Corso Stati Uniti, 56, 35127 Padua PD, Italy c/f REA PD-385357

b) **Sigma Engineering SRL**, mun. Chisinau, str. Mihai Eminescu 72, of. 304 c/f 1017600028690

2. Adresa, telefon:

a) MANENS SpA, Corso Stati Uniti, 56, 35127 Padua PD, Italy c/f REA PD-385357 T. +39 049 8705110, Fax +39 049 6988201

b) Sigma Engineering SRL, mun. Chisinau, str. Mihai Eminescu 72, of. 304 tel. +373 69665664

3. Informații privind modul de asociere:

a) Data încheierii contractului de asociere: 14/11/2024

b) Locul și data înregistrării asociației: Chisinau (Moldova), Padua (Italia), 14/11/2024

c) Activități economice ce se vor realiza în comun : Servicii de proiectare pentru toate disciplinele și Servicii de Asistență Tehnică

d) Contribuția fiecărei părți la realizarea activităților economice comune convenite:

MANENS SPA: Arhitectură și design medical; Proiectare structurală; Proiectarea infrastructurii; design MEP;

SIGMA ENGINEERING SRL: partener de proiectare sisteme Mecanice și Electrice, suport local, servicii de adaptare a compartimentelor structurale și arhitecturale.

e) Valoarea și cota procentuală a lucrărilor executate de fiecare asociat

MANENS SPA: 68,00 %

SIGMA ENGINEERING SRL: 32,00 %

f) Condiții de administrare a asociației:

MANENS (ca Membru Lider) va fi reprezentantul responsabil de comunicarea cu Clientul pe toată perioada de licitație, proiectare și supraveghere. Conducerea Consorțiului va fi realizată de un Comitet Executiv (2 membri, 1 din fiecare Parte). În cadrul primei ședințe a Consiliului, acesta va fi desemnat singurul membru al Consiliului de administrație al fiecărei părți. Fiecare parte va avea dreptul de a vota conform cotei sale procentuale stabilite mai sus. Deciziile vor fi luate de majoritate pentru fiecare etapă. Deciziile Comitetului Executiv vor fi obligatorii în mod oficial pentru toate părțile.

g) Modalitatea de împărțire a rezultatelor activității economice comune desfășurate:

Managementul financiar al echipei de proiectare va fi coordonat de MANENS. Fiecare parte va fi responsabilă pentru contabilitatea sa și pentru toate obligațiile legale. Toate Părțile vor fi obligate să acopere și să plătească toate taxele locale suportate și care decurg din licitație și/sau contractul care urmează să fie semnat, proporțional cu cotele lor în Consorțiu (inclusiv, dar fără a se limita la reținerea la sursă, taxele de timbru și orice alte taxe).

h) Cauzele de încetare a asocierii și modalitatea de repartizare a rezultatelor lichidării:

Asociația va înceta activitatea când serviciul va fi complet prestat, iar în caz de încetare anticipată a asocierii Membrul Lider își asumă responsabilitatea de a definitiva serviciile integrale.

i) Repartizarea fizică, valorică și procentuală între fiecare asociat pentru executarea obiectivului supus licitației:

MANENS SPA: 68,00 %

SIGMA ENGINEERING SRL: 32,00 %

j) Alte cauze N/A

Data completării 21.01.2025

MANENS s.p.A.
Corso Stati Uniti, 56
35127 PADOVA
C.F. e P.IVA 04387520283

Semnat: _____

Nume: **Giorgio Finotti**

Funcția în cadrul întreprinderii: **Director Executiv**

Denumirea întreprinderii: **Manens SpA (Italia)**

Semnat: _____

Nume: **Titei Vitalie**

Funcția în cadrul întreprinderii: **Director**

Denumirea întreprinderii: **Sigma Engineering SRL (Moldova)**



MEMORANDUM OF UNDERSTANDING

IN BETWEEN

MANENS S.P.A.

AND

SIGMA ENGINEERING S.R.L.

DESIGN AND TECHNICAL ASSISTANCE SERVICES

FOR

CONSTRUCTION OF THE REGIONAL HOSPITAL IN BALŢI

November 2024

(Rev.01)

1. Introduction

This Memorandum of Understanding is prepared between:

- **MANENS S.P.A**, Manens S.p.a. Corso Stati Uniti n.56 - 35127 Padova, Codice fiscale, partita IVA, nr. iscrizione al Registro delle Imprese di Padova 04387520283 (hereinafter referred to as "MANENS") Italy, represented by Giorgio Finotti;
- **SIGMA ENGINEERING S.R.L.**, Str. M. Eminescu 72, office 304, Chisinau MD 2012, Republic of Moldova (hereinafter referred to as "SIGMA"), represented by Vitalie Titei;

MANENS and SIGMA are also hereinafter referred to as the "Parties" or as the "Party" when referred to separately.

The Parties confirm the interest to participate with **several jointly liability responsibility** to the tender (hereinafter referred to as the "Tender") No. 1007601000791 for the "**Construction of the Balti Regional Hospital**" (hereinafter referred to as the "Project").

If not preselected or if the tender will not be awarded to the Consortium, the present MoU will be terminated after all rights and obligation arising therefrom have ceased.

2. Team Structure and Scope of Works (SoW)

2.1 Split of Project Scope

The Consortium's SoW will be limited to Design for all disciplines and to Technical Assistance services.

All services shall be provided in accordance with the Moldovan laws and regulations.

In principle, Project Scope will be split as per the following scheme:

- a) **International consultants** – composed by MANENS– will be in charge for:
 - Overall coordination and Project Management.
 - The design of all disciplines, including Medical Planning, Architecture & urban design, 3D renders, Interior design, Structural design, Infrastructural and transport engineering, MEP design, Hydraulic and Sewage, FF&E design, HSE.
 - Special consultancy such as : acoustic studies, conveying systems, fire strategy.
 - Presence of the discipline leaders for presentations and workshops with the Client.
- b) **Local consultants** – composed by SIGMA – will be in charge for:
 - Collecting, confirming and translating into English available relevant information related to the project, including applicable local regulations and standards, relevant data related to the Project site, availability and capacity of public facilities and services;
 - Adaptation of design deliverables to local practice for obtaining Authority approvals. Identify all necessary approvals from the Authorities Having Jurisdiction
 - Translations from English to Romanian of design deliverables, as/if necessary.



In particular, the Parties undertake to subdivide the design services as follows:

| <i>Company</i> | <i>Role and responsibility</i> |
|----------------|--|
| MANENS | (Leader) Architecture and Healthcare design; Structural design; Infrastructural design; MEP design |
| SIGMA | (Member) MEP design partner, local support, Engineer of Record (EOR services), Architect of Record (AOR services). |

All Parties undertake to carry out their own activities with the staff/personnel (nominative list) indicated in the Tender submitted to the Client.

The above SoW shall be detailed, in case of selection and/or awarding, and deeper defined with a **subsequent written final agreement**. All the Parties agree this.

In case of Preselection, the updated Agreement shall contain a detailed list of Tender deliverables as well as the related Firms' scope of work.

2.2 Shares

Shares will be divided as follows:

| | |
|-------------------------------------|---------|
| a) international consultants | |
| MANENS | 68,00 % |
| b) local consultants | |
| SIGMA | 32,00% |

The percentages will be corrected / improved according to real activities to do and deliverables to be done.

2.3 Consortium Management

MANENS (as Leader Member) will be the representative in charge of communicating with the Client for the whole tender, design and supervision period.

The management of Consortium will be performed by an Executive Committee (# 2 members, # 1 from each Party). During the first Board meeting, it will be nominated the single Board Member of each Party. Each Party shall be entitled to vote according to its percentage share set above.

Decisions will be taken by majority of share for each single stage. In the event of equality, decision of SA will be the final one. Decisions of the Executive Committee will be formally binding all the Parties.

2.4 Local Coordination

Local administrative coordination will be performed by SIGMA. SIGMA will also be responsible to guide and assist International Parties upon the procedures required and to collect the relevant data within the scope of the Consortium .

3. Costs & Expenses Phases

Tender Phases - Pre-Qualification and Tender Invitation Phase- will be coordinated by MANENS with the needed support of Local Parties.

- **Prequalification**

Each Party will bear its own costs and expenses incurred during the Prequalification Phase and no compensation will be done.

- **Tender Phase**

Common expenses (including but not limited to insurances, tender bonds, guarantees, models, videos, printing and packaging costs, administrative tax for participation to tender, remuneration for Others' Assignments, etc.), will be shared between the Parties in accordance with their percentage of participation in the Consortium .

The work for participation at tender phase will be shared between the Parties in accordance with their percentage of participation in the Consortium.

- **Awarding the Contract**

Financial management of the Design team will be coordinated by MANENS.

Each Consortium Member will invoice to the Leader that shall send a sole invoice to the Contracting Authority. Payments from the Contracting Authority will be paid directly to the Leader (as per contract articles). The Leader shall pay each partner on "back-to-back" formula.

Each Party will be responsible for its accounting and all legal liabilities.

All the Parties shall be obliged to cover and pay all local taxes incurred and arising from the tender and/or the contract to be signed, proportionally to their shares in the Consortium (including but not limited to withholding tax, stamp duties and any other taxes). All the Parties agree on this.

- **Others' Assignments:**

If necessary and agreed, in order to comply with the tender requirements, the Parties undertake to include in the Design team – as specialized consultants – additional firms as "Specialist".

Terms and conditions for these assignments will be defined by the Executive Committee, and the relevant costs will be considered as common expenses of the Consortium. The Parties hereby agree that, if a contract with a specialized consultant will be made by a single Party (on behalf of the Consortium), the fee of such Party will be automatically increased for the amount payable to the specialized consultant.

Additional necessary consultants, which are discussed and approved by Consortium, will be considered common costs (expenses paid proportionally to the percentage shares). All the Parties agree this.

4. Professional Indemnity Insurance (PI Insurance) and Bonds

In case of awarding, after the contract signed with the Contracting Authority the Parties will provide and maintain PI Insurances and Bonds requested by the Contracting Authority under the applicable laws and regulations.

The costs for the PI Insurances, Bonds and for any other financial obligation charged to the Design Team will be borne by the Parties according with their respective percentage shares.

5. Governing Law and Jurisdiction

All disputes arising out of or in connection with this agreement between the Parties hereto which cannot be solved in an amicable way shall be finally settled by Court of Chisinau.

6. Language

This Memorandum of Understanding has been prepared and agreed in the English language. All documents and deliverables submitted under or in connection with this MoU between the Parties will be in the English language.

International Parties will be responsible for translating to Romanian at their own expense, during the tender phase and the whole design and supervision period (if awarded), the following documents:

- all necessary documentation provided and/or transmitted by the Contracting Authority and any other Local Authority involved in the Project, required for carrying out the tender phase and the contract (including but not limited to tender documentation, correspondence, notices, contracts with the Contracting Authority, claims, etc.);
- Notarized deeds (including but not limited to powers of attorney, deed for constituting the JV, etc.);

Notwithstanding the foregoing, each Party undertake to support International Parties with courtesy translations Romanian / Italian and/or Romanian /English, as reasonably requested by them.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be signed in their respective names as of the 14.11.2024

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|---|--|
| <p><u>FOR AND ON BEHALF OF</u></p> <p>MANENS S.P.A</p> <p>Giorgio Finotti</p> | <p><u>FOR AND ON BEHALF OF</u></p> <p>SIGMA ENGINEERING S.R.L</p> <p>Vitalie Titei</p> |
|---|--|

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