

Numărul de intrare CMC/ 41
din 14 februarie 2017

Se prezintă Consiliului municipal Chișinău proiectul de decizie

Cu privire la aprobarea Contractului de împrumut dintre Banca Europeană de Investiții, Banca Europeană pentru Reconstrucție și Dezvoltare și Primăria mun. Chișinău în scopul implementării proiectului de eficiență energetică și izolare termică a clădirilor publice din mun. Chișinău.

Raportor: Dorin Chiriboc, Primar general al mun. Chișinău
(numele de familie, funcția, semnătura)

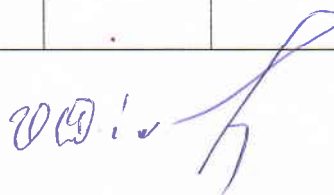
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LISTA

comisiilor de specialitate ale Consiliului municipal Chișinău
cărora le este remis pentru avizare proiectul deciziei

Nr. d/o	Denumirea comisiilor	Înaintat spre avizare	Rezultatul avizării	
			Negativ	Pozitiv și propuneri
1.	Comisia juridică, pentru ordinea publică și activitatea administrației publice locale	✓		
2.	Comisia pentru buget, economie, finanțe, patrimoniu public local, agricultură și problemele suburbiilor	✓		
3.	Comisia pentru gospodărie locativ-comunală, energetică, servicii tehnice, transport, comunicații și ecologie			
4.	Comisia pentru construcții, arhitectură și relații funciare			
5.	Comisia pentru protecție socială, ocrotire a sănătății, educație, cultură, mass-media și relații interetnice			

Secretarul Consiliului



Valeriu Didencu

„14” 02 2017



DECIZIE

nr. _____

din _____

Cu privire la aprobarea Contractului de împrumut dintre Banca Europeană de Investiții, Banca Europeană pentru Reconstrucție și Dezvoltare și Primăria municipiului Chișinău în scopul implementării proiectului de eficiență energetică și izolarea termică a clădirilor publice din mun. Chișinău

În scopul implementării proiectului „Eficiența energetică și izolarea termică a clădirilor publice din mun. Chișinău”, cu finanțare din contul împrumutului din sursele Băncii Europene de Investiții (BEI) în sumă de 10 mil. euro și Banca Europeană pentru Reconstrucție și Dezvoltare (BERD) în sumă de 10 mil. euro, în temeiul art. 14(1) din Legea nr. 397-XV din 16.10.2003 „Privind finanțele publice locale”, art. 22 din Legea nr. 419-XVI din 22.12.2006 „Cu privire la datoria publică, garanțiile de stat și recreditarea de stat”, pct. 10 din Regulamentul privind procedura de contractare și debursare a împrumuturilor de stat externe și interne, aprobat prin Hotărârea Guvernului nr. 113 din 18.10.2007, art.14 (2) lit. b) și art. 19 (4) din Legea nr.436 XVI din 28.12.2006 „Privind administrația publică locală”, Consiliul municipal Chișinău DECIDE:

1. Se aprobă Contractul de împrumut dintre Banca Europeană de Investiții, Banca Europeană pentru Reconstrucție și Dezvoltare și Primăria municipiului Chișinău, în sumă de 20 mil. euro, pentru implementarea proiectului de eficiență energetică și izolarea termică clădirilor publice.
(Se anexează contractul de împrumut nr. 47889 din 06.12.2016 cu Banca Europeană pentru Reconstrucție și Dezvoltare și acordul de prefinanțare cu Banca Europeană de Investiții).
2. Se împuternicește primarul general al municipiului Chișinău, dl Dorin Chirtoacă cu dreptul de a negocia și a semna Contractul de finanțare dintre Banca Europeană de Investiții, Banca Europeană pentru Reconstrucție și Dezvoltare și Primăria municipiului Chișinău.

3. Se numește beneficiar al proiectului Î.M. Direcția Construcții Capitale, cu înființarea Unității de Implementare a Proiectului (PIU), acceptată de către BEI și BERD, în scopul coordonării și supravegherii implementării Proiectului și întocmirii cererilor de vărsământ către antreprenorul relevant al municipiului, cu indicarea conturilor beneficiarilor.
4. Direcția generală finanțe va prevedea, la elaborarea bugetului pe anii următori, până la achitarea totală a împrumutului, alocațiile necesare pentru achitarea cheltuielilor ce țin de rambursarea și deservirea împrumutului, precum și a altor plăți aferente contractului de finanțare.
5. Direcția asistență juridică a Primăriei municipiului Chișinău, va asigura asistența juridică atât pe perioada de implementare a proiectului, cât și pe toată perioada de deservire și rambursare a împrumutului către Banca Europeană de Investiții, Banca Europeană pentru Reconstrucție și Dezvoltare.
6. Direcția relații publice va aduce la cunoștință populației municipiului Chișinău prevederile prezentei decizii, prin intermediul mass-media municipal.
7. Primarul general al municipiului Chișinău, dl Dorin Chirtoacă, va asigura controlul îndeplinirii prevederilor prezentei decizii.

PREȘEDINTE DE ȘEDINȚĂ

SECRETAR AL CONSILIULUI

Valeriu DIDENCU



REPUBLICA MOLDOVA
CONSILIUL MUNICIPAL CHIȘINĂU
PRIMARUL GENERAL AL MUNICIPIULUI CHIȘINĂU
DIRECȚIA GENERALĂ FINANȚE



bd. Ștefan cel Mare și Sfânt, 83, municipiul Chișinău, Republica Moldova, MD-2012;
tel.: (022) 226-974, fax: (022) 222-803, e-mail: dirfinante@pmc.md

02336187

13.02.2017 nr. 114/03-7/2017

la nr. _____ din _____

Consiliul municipal Chișinău

Notă informativă
la proiectul de decizie

“Cu privire la aprobarea Contractului de împrumut dintre Banca Europeană de Investiții, Banca Europeană pentru Reconstrucție și Dezvoltare și Primăria municipiului Chișinău în scopul implementării proiectului de eficiență energetică și izolarea termică a clădirilor publice din mun. Chișinău”

În scopul implementării proiectului „Eficiență energetică și izolarea termică a clădirilor publice din mun. Chișinău”, se prevăd resurse din contul împrumutului în sumă de 20,0 milioane euro și resurse sub formă de grant în sumă de 5 milioane euro din contul Fondului E5P.

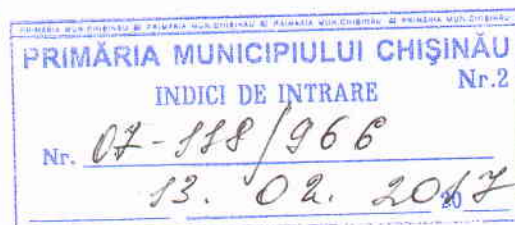
- I. Împrumutul în sumă de 10 milioane euro acordat de Banca Europeană pentru Reconstrucție și Dezvoltare (BERD), contractul de împrumut nr. 47899 din 06.12.2016, pe un termen de 12 ani, perioada de grație 3 ani cu o rată a dobânzii egală cu suma marjei și rata interbancară pentru o astfel de perioadă a dobânzii.
- II. Împrumutul în sumă de 10 milioane euro va fi acordat de Banca Europeană de Investiții (BEI) conform termenelor și condițiile convenite, contractul de finanțare urmează a fi încheiat în luna martie anul curent, pe un termen de 12 ani, perioada de grație 5 ani cu o rată a dobânzii fixă sau flotantă stabilită în oferta de debursare.

Proiectul implică un program de reabilitare a clădirilor din oraș, care în prima etapă se va concentra pe clădirile publice cu acțiuni inițiate privind eficiența energetică și termică. Ulterior vor fi incluse și clădirile din sectorul rezidențial.

Se propune Consiliului municipal Chișinău spre examinare și aprobare proiectul de decizie “Cu privire la aprobarea Contractului de împrumut dintre Banca Europeană de Investiții, Banca Europeană pentru Reconstrucție și Dezvoltare și Primăria municipiului Chișinău în scopul implementării proiectului de eficiență energetică și izolarea termică a clădirilor publice din mun. Chișinău”.

Șef adjunct al Direcției

Valentina Văzdăuțan



TA2015081 MD NIF

COOPERATION AGREEMENT

FOR THE TECHNICAL ASSISTANCE OPERATION ENTITLED

**"ENERGY EFFICIENCY (EE) AND THERMAL PUBLIC BUILDING REFURBISHMENT PROJECT IN
CHISINAU"**

between the

EUROPEAN INVESTMENT BANK

and the

MUNICIPALITY OF CHISINAU

Chisinau, *15th July* 2016

Luxembourg, *25th July* 2016

THIS COOPERATION AGREEMENT (THE "**AGREEMENT**") IS MADE BETWEEN:

The European Investment Bank, having its seat at 100, boulevard Konrad Adenauer, L-2950, Luxembourg, Grand Duchy of Luxembourg, represented by Ms Simona Bovha, Head of Division, Advisory Services Department - Consultant Procurement and Contract Management, and by Mr Martin Vatter, Managerial Adviser, Legal Department – Corporate,

hereinafter called: "Bank"

of the first part,

The Municipality of Chisinau, whose present address is 83, boulevard Stefan cel Mare si Sfint, Chisinau, MD 2012, Republic of Moldova, represented by Mr Dorin Chirtoaca, General Mayor,

hereinafter called: "the Promoter"

of the second part,

each, a "**Party**" and together "**the Parties**"

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WHEREAS:

- A. On 1 November 2006, the Republic of Moldova and the Bank signed a Framework Agreement governing the Bank's activities in the Republic of Moldova.
- B. In 2009, the European Commission established the Neighbourhood Investment Facility (the "NIF") as a financing instrument aimed at supporting the neighbourhood partner countries of the European Union in their efforts towards better governance and economic and social development, through the provision of non-reimbursable financing from the general budget of the European Union, to accompany reimbursable financing from European public finance institutions, including the Bank, in order to generate a multiplier effect.
- C. On 30 December 2014, the European Union, represented by the European Commission, and the Bank concluded a delegation agreement whereby NIF resources were made available to the Bank and other participating international and European financial institutions in the form of a dedicated facility (the "**Municipal Project Support Facility**"), to finance the cost of specialised professional services required for preparatory, implementation, management and verification support for municipal infrastructure projects and for related capacity building and social awareness measures, to be carried out in Armenia, Georgia, Moldova and Ukraine (the "**Delegation Agreement**"). On 31 March 2015, KfW adhered to the Delegation Agreement.
- D. On 3 August 2015, the Steering Committee of the Municipal Project Support Facility approved the use of the Municipal Project Support Facility resources to finance the cost of expert professional services required for carrying out preparatory studies and investment planning for an investment programme aimed at thermal rehabilitation and energy efficiency measures for public buildings in the Municipality of Chisinau (the "**Technical Assistance Operation**"). The Technical Assistance Operation is the first phase of a long-term investment programme aiming at addressing the refurbishment of both public and residential buildings and its results shall determine the focus and scope of the "roll-out" phase of the investment programme.
- E. The Parties shall cooperate in the implementation of the Technical Assistance Operation on the terms set out in this Agreement.

NOW THEREFORE it is agreed as follows:

ARTICLE 1 – SUBJECT

- 1.1. The subject of this Agreement is to set forth the mutual rights and obligations of the Parties in relation to the implementation of the Technical Assistance Operation entitled "*Energy Efficiency (EE) and Thermal Public Building Refurbishment Project in Chisinau*" and having as identification code "*TA2015081 MD NIF*", having as main objective to support the Promoter in establishing a feasible pilot investment programme related to energy efficiency investments in the city of Chisinau, including energy audits for the selected buildings and facilities and advisory support to ensure a proper implementation of the projects (the "**Services**").
- 1.2. The Bank will enter into a service contract (the "**Service Contract**") with an external service provider (the "**Consultant**") for the provision of the Services, substantially in the form attached as Annex I (*Standard Form of Service Contract*) to this Agreement.
- 1.3. The content and scope of the Services to be delivered under the Service Contract are set out in detail in the technical description attached as Annex II (*Terms of Reference*) to this Agreement (the "**Terms of Reference**").
- 1.4. The Promoter has been involved in the design of the Terms of Reference and the Promoter hereby acknowledges that they fully reflect and respond to its needs and that it accepts them without reservation.
- 1.5. The Promoter has the right to be consulted on and agree to any amendments to the Terms of Reference envisaged during the execution of the Service Contract.

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ARTICLE 2 – ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force on the day the last Party signs and shall remain valid until the final payment is made by the Bank to the Consultant, in accordance with the provisions of the Service Contract, unless it is terminated in accordance with the provisions of Article 12 (*Amendments, Assignment and Termination*).

ARTICLE 3 – COST OF THE SERVICES

The total cost of the Services is estimated to be up to EUR 250,000, net of any taxes, including VAT, and shall be fully covered by the resources of the Municipal Project Support Facility.

ARTICLE 4 – AWARD AND SIGNATURE OF THE SERVICE CONTRACT

- 4.1. The Service Contract will be awarded by the Bank in accordance with the standard procedures and documents defined and published by the European Commission for the implementation of external actions, as used by the Bank at the time the tender procedure is launched.
- 4.2. The Promoter has the right to designate a representative, as observer or voting member, in the evaluation committees established by the Bank for the selection of the Consultant. The role of the Promoter's representative(s) in such evaluation committees shall be agreed with the Bank at the time the Bank establishes the relevant committee.
- 4.3. Notwithstanding its respective representation in any evaluation committee, the Promoter hereby acknowledges and agrees that the conduct of and the decisions related to the tender procedure, including the decision on the award of the Service Contract, rest entirely with the Bank.
- 4.4. Without prejudice to the above provisions of this Article 4 (*Award and Signature of the Service Contract*), the Parties acknowledge and agree that the signature of the Service Contract by the Bank with the selected Consultant and the delivery of the Services are conditional upon the entry into force of this Agreement.

ARTICLE 5 – COOPERATION, INFORMATION OBLIGATIONS, VERIFICATIONS AND CHECKS

- 5.1. The Promoter shall cooperate at all times with the Bank and with the Consultant in relation to the implementation of the Technical Assistance Operation and the delivery of the Services.
- 5.2. The Promoter shall provide the Consultant, without any undue delays, any information and documents which may be relevant and necessary to the provision of the Services. The Bank shall instruct the Consultant to return such documents to the Promoter at the latest on completion of the Services.
- 5.3. The Promoter shall allow persons designated by the Bank, as well as persons designated by other EU institutions or bodies, including the European Anti-Fraud Office (OLAF), when so required by the relevant provisions of EU law, to verify, by examining the documents and making copies thereof, or by means of on-the-spot checks of original documents, the implementation of this Agreement and the delivery of the Services, and shall provide such persons, or ensure that they are provided, with all necessary access and assistance for this purpose.
- 5.4. The Promoter acknowledges that the Bank may be obliged to divulge information in relation to this Agreement, the Technical Assistance Operation, the Service Contract, or the Promoter, as may be requested by any competent EU institution or body in accordance with the relevant mandatory provisions of EU law.

ARTICLE 6 – ASSISTANCE WITH LOCAL REGULATIONS

- 6.1. The Consultant may request the assistance of the Promoter in obtaining copies of national legislation, regulations and information which may affect the Consultant in the performance of its obligations under the Service Contract in Moldova.

- 6.2. Subject to the laws and regulations on foreign labour in Moldova, the Promoter shall use its best endeavours to ensure that the Consultant's employees and their dependents obtain the required visas and permits, including work and residence permits, it being understood that the Promoter shall have no obligation to cover the costs thereof, and that the responsibility for submitting a visa application, with associated supporting documents, to the visa issuing authority of the Republic of Moldova rests solely with the Consultant.

ARTICLE 7 – MONITORING OF SERVICES, APPROVAL OF REPORTS AND OTHER DELIVERABLES

- 7.1. The Parties will cooperate closely in the monitoring and assessment of Consultant's performance in delivering the Services. In particular, the Promoter shall monitor the delivery of the Services by the Consultant and shall review the progress reports and other outputs and deliverables submitted by the Consultant, as these are listed in the Terms of Reference, as well as of any other material report, as required by the Bank, and shall provide its written acceptance of such reports, outputs and deliverables.
- 7.2. The Promoter shall communicate its decision on the acceptance of any progress report, output or deliverable, as applicable, including when necessary the reasons for refusing such acceptance, within fifteen (15) calendar days from receiving a request in this regard from the Bank. The Promoter's acceptance of the relevant progress report, output or deliverable, as applicable, will be deemed to be given if not expressly refused within the time frame specified above.
- 7.3. The Promoter acknowledge that the final decision on the approval of the progress reports and other outputs and deliverables submitted by the Consultant rests with the Bank, in accordance with the procedures and deadlines foreseen in the Service Contract.
- 7.4. The Bank retains the right to approve the progress reports and other outputs and deliverables submitted by the Consultant within the deadlines foreseen in the Service Contract, should the Promoter fail to respond within above mentioned deadline.

ARTICLE 8 – PAYMENT OF THE CONSULTANT

The Bank, with the agreement of the Promoter, as evidenced through the approval of the relevant progress reports, outputs and deliverables in accordance with the provisions of Article 7 (*Monitoring of Services, Approval of Reports and Other Deliverables*), shall pay the Consultant as agreed in the Service Contract on the terms therein agreed. Provided that the Consultant has carried out the tasks foreseen in the Terms of Reference in a manner satisfactory to the Bank, the Promoter may not withhold consent to payment of the Consultant.

ARTICLE 9 – LIABILITY

- 9.1. Without prejudice to any other rights of the Bank under this Agreement or under any applicable law, the Promoter shall indemnify and hold the Bank harmless from and against all damages, losses, costs and expenses suffered or incurred by the Bank as a result of any act or omission committed by the Promoter, or from the Promoter's failure to comply with any of its obligations set out in this Agreement.
- 9.2. The Bank shall not be liable towards the Promoter for any act or omission of the Consultant, or for the failure of the Consultant to deliver the Services in accordance with the Service Contract.

ARTICLE 10 – INTEGRITY COMMITMENT

- 10.1. The Promoter represents, warrants and undertakes that it has not committed, and no person to its present knowledge has committed, any of the following acts, and that it will not commit, and no person, with its consent or prior knowledge, will commit any such act, that is to say:
- (i) the offering, giving, receiving or soliciting of any improper advantage to influence the action of a person holding a public office or function or a director or employee of a public

AS

authority or public enterprise or a director or official of a public international organisation, in connection with the implementation of the Technical Assistance Operation and the delivery of the Services; or

- (ii) any act which improperly influences or aims improperly to influence the procurement process or the implementation of the Service Contract to the detriment of the Bank or the Promoter, including collusion between tenderers.

10.2. The Promoter undertakes to inform the Bank if it should become aware of any fact or information suggestive of the commission of any such act, to adopt the necessary redress measures, and to facilitate any investigation that the Bank may make concerning such act or behaviour.

ARTICLE 11 – NOTICES

11.1. Any notice or other communication to be served under this Agreement must be in writing and shall state the identification code and the title of the Technical Assistance Operation and of the Service Contract, as specified in Article 1.1 (*Subject*).

11.2. Except for those notices to the Promoter relating to litigation whether pending or threatened, which shall be sent by the Bank to the Promoter at the address specified at Article 13.2 (*Jurisdiction and Governing Law*), all notices and correspondence in relation to this Agreement and the Technical Assistance Operation shall be sent by post, facsimile or, to the extent agreed by the Parties in writing, by e-mail or other means of electronic communication, to the following addresses:

For the Bank:

European Investment Bank

98-100, boulevard Konrad Adenauer
L-2950, Luxembourg

e-Fax: +352 4379 52922

e-mail: tau@eib.org

Attention: Head of Consultant Procurement and Contract
Management Division

For the Promoter:

Municipality of Chisinau

83, boulevard Stefan cel Mare si Sfint,
MD 2012, Chisinau,
Republic of Moldova

Tel: +373 22 221002

Fax: +373 22 221289

e-mail: dorin.chirtoaca@pmc.md

Attention: General Mayor of the Municipality of Chisinau

ARTICLE 12 – AMENDMENTS, ASSIGNMENT AND TERMINATION

12.1. This Agreement may only be amended by written agreement between the Parties. Such amendments shall become effective on the terms set out in the relevant amendment agreement.

12.2. A Party may not assign or transfer, or otherwise dispose of, any of its rights or obligations under this Agreement without the prior written consent of the other Party.

12.3. If, for any reason whatsoever, the Service Contract referred to in Article 1.2 (*Subject*) is terminated before its scheduled expiry date or otherwise ceases to be valid and in full force and effect, and, pursuant to an agreement of the Parties in this regard, no new service contract is awarded for the Services following such early termination of the initial Service Contract, this Agreement shall be automatically terminated, without further notice from either Party and without any liability for the Bank.

ARTICLE 13 – JURISDICTION AND GOVERNING LAW

- 13.1. This Agreement is governed by the laws of England and Wales.
- 13.2. The Parties agree that the Courts of England and Wales are to have jurisdiction to settle any disputes which may arise in connection with this Agreement and which the Parties are unable to settle amicably.
- 13.3. The Promoter irrevocably appoints London Registrars Process Agency Ltd, whose present address is Suite A, 6 Honduras Street, London EC1Y 0TH, United Kingdom, to be its agent for service for the purpose of accepting service on their behalf of any writ, notice, order, judgement or other legal process in connection with this Agreement. The Promoter agrees that failure by such process agent to notify it of the process will not invalidate the proceedings concerned.
- 13.4. The Promoter covenants and agrees that, so long as his obligations under this Agreement are in existence, each shall maintain a duly appointed agent to receive service of process and any other legal summons for purposes of any legal action or proceeding brought by the Bank in respect of this Agreement and shall keep the Bank advised of the identity and location of such agent.

ARTICLE 14 – RECITALS AND ANNEXES

The Recitals and Annexes form part of this Agreement. The following Annexes are attached hereto:

- Annex I: Standard Form of Service Contract
- Annex II: Terms of Reference

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on their behalf in three (3) originals in the English language (each page of which has been initialled by a representative of each of the Parties), of which two (2) for the Bank and one (1) for the Promoter.

For and on behalf of
THE EUROPEAN INVESTMENT BANK



Ms Simona Bovha
Head of Division

Advisory Services Department - Consultant
Procurement and Contract Management

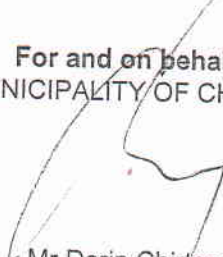
Date: 25/07/2016



Mr Martin Vatter
Managerial Adviser
Legal Department – Corporate

Date: 25/7/2016

For and on behalf of
MUNICIPALITY OF CHISINAU



Mr Dorin Chirtoaca
General Mayor

Date:

15th July 2016