

CONSILIUL MUNICIPAL CHIȘINĂU

DECIZIE

nr. 22/2

din 22 decembrie 2020

Cu privire la aprobarea Contractul de Grant încheiat între Delegația Uniunii Europene în Republica Moldova, Primăria Municipiului Chișinău și Gmina Lublin

În scopul implementării proiectului „MOVE IT like Lublin” – a Chisinau public transport sustainable development initiative”, cu finanțare din mijloacele Uniunii Europene, reprezentată de Comisia Europeană, în cadrul Apelului de proiecte „Autorități locale: Parteneriate pentru orașele durabile 2020”, EuropeAid/167744/DH/ACT/Multi-4, în sumă de 3,5 milioane euro, în temeiul art. 6, alin. (2) pct. (2) lit. d), alin. (3) lit. b), lit. h) din Legea nr. 136/2016 „Privind statutul Municipiului Chișinău” și art. 14 alin. (2) lit. b), lit. j), lit. n) din Legea nr. 436/2006 „Privind administrația publică locală”, Consiliul Municipal Chișinău DECIDE:

1. Se aprobă Contractul de Grant pentru implementarea proiectului „MOVE IT like Lublin” – a Chisinau public transport sustainable development initiative”, cu finanțare sub formă de grant în valoare de 3.325 milioane Euro din fondurile Uniunii Europene, încheiat între Delegația Uniunii Europene în Republica Moldova, împuternicită pentru semnare, Primăria municipiului Chișinău, drept coordonator, și Gmina Lublin, drept partener de proiect, conform Anexei.

2. Se acceptă implementarea proiectului în valoarea totală de 3.5 milioane Euro, în colaborare Gmina Lublin, Polonia, în calitate de partener de proiect, selectat în conformitate cu cerințele Ghidului de Aplicare al programului de finanțare a Comisiei Europene. Ulterior semnării Contractului de Grant, Primăria municipiului Chișinău va încheia Acordul de Parteneriat cu Gmina Lublin, conform cerințelor de implementare.

3. Consiliul municipal Chișinău va asigura sursa de finanțare pentru acoperirea părții contribuției proprii obligatorie a municipiului Chișinău de 5 % din costul total (175.000 euro) pentru implementarea proiectului pe perioada efectivă de 48 luni, începând cu 01.02.2021.

4. Se desemnează beneficiar al proiectului Primăria municipiului Chișinău, cu înființarea ulterior a unității de implementare a proiectului pe lângă aceasta, în scopul coordonării, gestionării, monitorizării, evaluării și raportării asupra tuturor

aspectelor legate de implementarea proiectului, inclusiv achiziționarea de bunuri, lucrări și servicii pentru Proiect.

5. Direcția generală finanțe a Consiliului municipal Chișinău va prevedea anual, în cadrul elaborării proiectului de buget începând cu anul bugetar 2021 și pentru anii următori, conform perioadei de implementare a proiectului, mijloacele necesare pentru acoperirea părții de co-finanțare obligatorii, conform condițiilor Contractului de grant.

6. Se împuternicește Primarul General al municipiului Chișinău, dl Ion Ceban, cu dreptul de a negocia și semna, din numele Municipiului Chișinău, Contractul de Grant și Acordul de Parteneriat, menționate la pct. 1 și 2 al prezentei decizii.

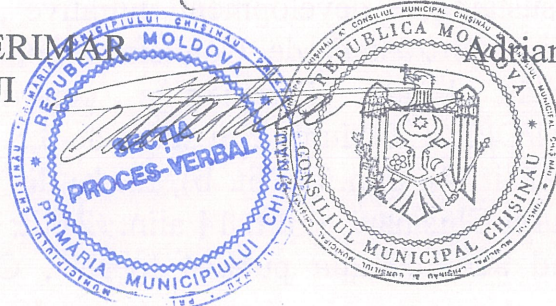
7. Direcția relații publice și buget civil va aduce la cunoștința populației municipiului Chișinău prevederile prezentei decizii.

8. Primarul General al municipiului Chișinău va asigura controlul îndeplinirii prevederilor prezentei decizii.

PREȘEDINTE DE ȘEDINȚĂ

Aliona DOROȘ

SECRETAR INTERIMAR
AL CONSILIULUI



Adrian TALMACI

GRANT CONTRACT

- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

NEAR-TS/2020/ 421-885

(the 'contract')



Anexa la decizia Consiliului municipal
Chisinau nr. 2/2 din 22 decembrie 2020

The European Union, represented by the European Commission, itself represented for the purposes of the signature of this contract by the Delegation of the European Union to the Republic of Moldova, 12, Kogalniceanu Street, MD-2001, Chisinau, Republic of Moldova (the 'contracting authority'),

of the one part,

and

City Hall of Chisinau Municipality

Public Law Body

Registration Number: 1007601009484

83 Stefan cel Mare si Sfant Boulevard

MD-2012, Chisinau, Moldova

VAT: 1007601009484

hereinafter the 'coordinator'

and

Gmina Lublin

Public Law Body

Registration Number: 431019514

Plac Krola Wladyslawa Lokietka 1

20-109, Lublin, Poland

VAT: 9462575811

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator¹, collectively referred to as 'beneficiary(ies)' where a provision applies without distinction to the coordinator and the co-beneficiary(ies)

of the other part,

(the 'parties')

have agreed as follows:

¹ Model mandate provided in Annex A to the guidelines for applicants.

Special conditions

Article 1 — Purpose

- 1.1 The purpose of this contract is the award of a grant by the contracting authority to finance the implementation of the action entitled: "MOVE IT like Lublin" – a Chisinau public transport sustainable development initiative (the 'action') described in Annex I.
- 1.2 The beneficiary(ies) shall be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions (the 'special conditions') and the annexes, which the beneficiary(ies) hereby declares it has noted and accepted.
- 1.3 The beneficiary(ies) accepts the grant and undertakes to be responsible for carrying out the action.

Article 2 — Implementation period of the action

- 2.1 This contract shall enter into force on the date when the second of the two parties signs.
- 2.2 Implementation of the action shall begin on 1 February 2021.
- 2.3 The implementation period of the action, as laid down in Annex I, is 48 months.
- 2.4 The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the action

- 3.1 The total eligible costs are estimated at EUR 3,500,000.00, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 3,325,000.00.
The grant is further limited to 95% of the total eligible cost of the action specified in paragraph 1.
The final amount of the contracting authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.
- 3.3 Pursuant to Article 14.8 of Annex II, 4.61% of the final amount of direct eligible costs of the action established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 2 as set out in Article 15.1
Initial pre-financing payment: EUR 646.072.69
Further pre-financing payments(s): EUR 2,346,427.31
(subject to the provisions of Annex II).
Balance of the final amount of the grant: EUR 332,500.00
(subject to the provisions of Annex II).
- 4.2 An electronic system will be used by the contracting authority and the beneficiary(ies) for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The beneficiary(ies) will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, the beneficiary(ies) will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 2 above, or at a later date. In the latter case, the contracting authority will inform the beneficiary(ies) in writing that he/they will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 5 — Contact addresses

- 5.1 Any communication relating to this contract shall be in writing, state the number and title of the action and be sent to the following addresses:

For the contracting authority

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

Delegation of the European Union to the Republic of Moldova

12, Kogalniceanu Street

MD-2001, Chisinau, Moldova

For the attention of Agata Stasiak, Head of Finance Contracts and Audit Section

DELEGATION-MOLDOVA-FINANCE&CONTRACTS@eeas.europa.eu

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

Delegation of the European Union to the Republic of Moldova

12, Kogalniceanu Street

MD-2001, Chisinau, Moldova

For the attention of Operations Section

Ion Guzun – Project Manager

ion.guzun@eeas.europa.eu

For the coordinator

City Hall of Chisinau Municipality

83 Stefan cel Mare si Sfânt Boulevard

MD 2012, Chisinau, Moldova

For the attention of Victor Chironda – Deputy Mayor

chironda.victor@pmc.md

- 5.2 The expenditure verification referred to in Article 15.7 of Annex II will be carried out by the auditor which will be identified and appointed at a later stage. The auditor's details will be duly notified to the Contracting authority before the end of first reporting period.

Article 6 — Annexes

- 6.1 The following documents are annexed to these special conditions and form an integral part of the contract:

- Annex I: Description of the action (including the logical framework of the project and the concept note)
- Annex II: General conditions applicable to European Union-financed grant contracts for external actions
- Annex III: Budget for the action (worksheets 1, 2 and 3)
- Annex IV: Procurement rules for beneficiary(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings

Annex VIII: Model financial guarantee

Annex IX: Standard template for transfer of asset ownership

- 6.2 In the event of a conflict between the provisions of the present special conditions and any annex thereto, the special conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 — Other specific conditions applying to the action

7.1 The general conditions in Annex II are supplemented by the following:

7.1.1 VAT/ taxes, duties and charges are not eligible for the activities as described in Annex I.

7.1.2 The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is:
DG NEAR Data Protection Controller.

Done in English in two originals, one original being for the European Commission and one original being for the beneficiary(ies).

For the beneficiary(ies) ²

For the contracting authority

Name

Name:

Title

Title:

Signature

Signature

Date

Date

² In accordance with the mandate conferred on the coordinator (see application form), the coordinator signs this contract also on behalf of the other beneficiaries, who, therefore, do not need to individually sign this contract to become parties to it.

December 16, 2020

Explanatory Note

With regard to the selection of an audit company for the „MOVE IT like Lublin” project, after due consideration and analysis of the relevant legislation, we declare the following:

The legislation on public procurement sets certain time boundaries and dictates certain procedures in order to ensure a fair and transparent acquisition protocol. In normal circumstances, according to Law No 131 of 03.07.2015, the acquisition procedure (including time for appeal) can extend to at least 40 days.

According to Law no. 131 of 03.07.2015 “on public procurement”, at art. 56, paragraph (1), letter b), in exceptional circumstances, the City Hall may resort to an emergency acquisition (in the law it is called “direct negotiation”). Even this type of emergency acquisition has certain rigid requirements that would make the process last for at least 5 working days from the moment the 2021 City Budget is approved by the Municipal Council. According to art. 137 of the Government Decision No. 599/2020 “for the approval of the Regulation on public procurement using the negotiation procedure”, the conduct of the negotiation procedure without prior publication of a notice of participation takes place by carrying out the following activities: 1) creation of the working group; 2) elaboration and sending of the invitation to participate and other documents related to the award procedure; 3) receiving and evaluating the offer / offers; 4) negotiating the offer / offers with the selected candidate / candidates; 5) informing the participants about the decision of the working group and sending the decision of the working group to the Public Procurement Agency; 6) awarding the contract; 7) reporting the results of the award procedure; 8) publication of the award notice.

Given the current schedule of the Municipal Council’s planned assembly, it is very unlikely that this emergency procedure will be completed before the 31st of December 2020.

Due to these constraints, our team has decided to organise an Expression of Interest Contest for the pre-selection of audit companies, without going into the full acquisition procedure. This announcement was published on the 8th of December 2020 and the contest ended on the 10th of December at 18.00 Chişinău time. The link is available here: <https://tinyurl.com/ChisinauTenderAudit>. As a result, we have 8 audit companies applied and all 8 of them are eligible according to the Standard Grant Contract requirements specified in Annex VII Point 5: Requirements for Expenditure Verifier. Attached is the list of pre-selected audit companies.

In light of this, we propose that we include all 7 of the preselected companies in the contract, and for us to commit to working with one of these companies. The auditor will be selected at the end of the procurement process. The selection will be done based on the applicable law, as well as by EU standards of ethics and transparency in procurement.

We believe this to be the best solution given the current context.

Best regards,

On Behalf of Chişinău City Hall,

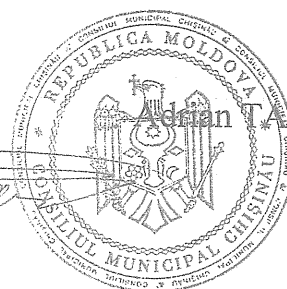
Ion CEBAN,
Mayor



List of Pre-selected companies

	Name	Eligible	Proof of Eligibility	Relevant Experience	Contact Telephone	Contact Email
1	"ALTIMBEEA" SRL	Yes	Member of ACAP, which is member of IFAC.	East-Europe Foundation, Pestalozzi Foundation, EU Grant (Orhei) Energy Sector.	079140175	altimbeea@yahoo.com
2	"MOLDAUDITING" SRL	Yes	Member of ACAP, which is member of IFAC. Member of ACCA (UK).	US, EU and World Bank projects.	022232551	office@moldauditing.md
3	"ATA CONSULT" SRL	Yes	Member of ACAP, which is member of IFAC. Member of ACCA (UK). Member of Mazars, which is also a member of IFAC.	Over 200 international clients from private and public sector;	069891891	vbaciu@taxaco.biz
4	"First Audit International" S.A.	Yes	Member of ACAP, which is member of IFAC. Member of ACCA (UK).	ADA, EU, UNDP projects.	079772410	sergiu.soiu@fai.md
5	"BCI-Audit" SRL	Yes	Member of the audit companies belonging to the Council of Public Surveillance of Audit under the Moldovan Ministry of Finance. Member of ACAP, which is member of IFAC.	EU Commission, USAID, UNDP projects.	022855077	audit@bcind
6	"PrimAudit Company" SRL	Yes	Member of ACAP, which is member of IFAC.	EU Delegation projects.	060444434	primaudit.companu@mail.ru
7	Rödl & Partner Outsourcing SRL	Yes	Subsidiary of the German company Roedl&Partner International GmbH, which is member of "Institut der Wirtschaftsprüfer" and "Wirtschaftsprüferkammer", both of which are members of IFAC.	Subsidiary of a German company with many EU companies as clients.	079599349	Marian.Chirtoaca@roedl.com
8	ICS PricewaterhouseCoopers Audit SRL	Yes	Member of ACAP, which is member of IFAC.	EU Delegation projects; US Embassy projects, Swedish Government, etc.	079074484	mihaiela.gurbulea@pwc.com

SECRETAR INTERIMAR AL CONSILIULUI

Adrian TALMACI