

REVISED CONSULTANCY CONTRACT

Ukraine

Vinnytsia Automatic Fare Collection-Regulatory Framework

between

VINNYTSIACARTSERVIS

and

Civitta UAB

19 January 2016

REVISED CONSULTANCY CONTRACT

This Revised Consultancy Contract cancels and supercedes the Original Consultancy Contract No: C32827 dated 5 January 2016.

Revised Contract No: C32827rev/EUMF-2015-08-03 dated **19 January 2016** between **VINNYTSIACARTSERVIS** of 64 Soborna Str, VINNYTSYA, 21050, Ukraine (the “**Client**”), and **Civitta UAB** of Gediminas Ave. 27, VILNIUS, Lithuania (the “**Consultant**”).

PREAMBLE

WHEREAS by an Agreement dated **30 July 2015** (the “**Loan Agreement**”) between the Client and the **European Bank for Reconstruction and Development** (the “**Bank**”, **EBRD**), an international financial institution established under the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, with its headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, the Bank has agreed to make funding available to the Client for the purpose of financing Vinnytsia Automatic Fare Collection (the “**Project**”);

WHEREAS the Client has requested the Consultant to provide services (the “**Services**”) necessary for the effective implementation of the Project;

WHEREAS the Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract;

WHEREAS by an Agreement dated **19 January 2016** between the Client and the Bank (the “**Grant Agreement**”), the Bank has agreed to make funds available for the purpose of contributing to the financing of the Services from the Technical Assistance Support for Ukrainian Municipalities (the “**Donor**”) up to 288,750.00 as a grant.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

1.01 Definitions

In this Contract, the following capitalised terms shall have the following meanings:

- a) **Bank or EBRD:** means the European Bank for Reconstruction and Development.
- b) **Budget Breakdown:** means (i) in a Fee Based Contract, the schedule, which itemises rates, per diem allowances and the provision for any reimbursable expenses and (ii) in a Lump Sum Contract, the schedule on which the Maximum Contract Amount is expressed on an all-inclusive basis.
- c) **Client:** means the party to whom the Services under this Consultancy Contract shall be delivered.
- d) **Consultant:** means the party who will perform the Services.
- e) **Country of Assignment:** means the country wherein the Services are to be provided and/or the country of the Client.
- f) **Donor:** means the provider of the Grant funds as specified in the Preamble Grant Agreement.

- g) **Experts:** means those individuals listed in Schedule B who will be performing the Services.
- h) **Fee Based Contract:** means a contract under which services are provided on the basis of chargeable time at a fixed fee rate.
- i) **Grant:** means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Consultancy Contract.
- j) **Grant Agreement:** means the Agreement between the Bank and the Client and all appendices attached thereto as the same may be amended from time to time.
- k) **Lump Sum Contract:** means a contract under which the services are provided on the basis of an agreed all-inclusive payment.
- l) **Maximum Contract Amount:** means the maximum amount to be paid to the Consultant under this Contract, including all fees, allowances and reimbursable expenses as set out in Appendix 1 excluding any indirect taxes (including VAT) chargeable in respect of this Contract or the Services provided hereunder, which are not otherwise recoverable by the Consultant.
- m) **Operation Leader:** means the Bank staff member responsible for monitoring the implementation of the Consultancy Contract on behalf of the Bank.
- n) **Services:** means the services to be performed by the Consultant as set out in this Contract.
- o) **Terms of Reference:** means the requirements and the objectives in respect of the provisions of Services, specifying, where relevant the methods and resources to be used by the Consultant and/or the results to be achieved and as set out in Schedule A.

1.02 Interpretation

- (a) The headings in this Contract are for convenience only and shall not affect its interpretation.
- (b) In this Contract, reference to an Act is to such Act and to the regulations made pursuant to such Act as such Act and regulations may at any time be amended or modified and in effect, and to any act or regulations that may be passed that have the effect of supplementing or superseding such act or regulations.
- (c) In this Contract, a reference to any gender includes a reference to all other genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships. Reference to a person shall include successors and permitted assigns.

1.03 The Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference set forth in Schedule A.

1.04 Start Date

The Consultant will commence the Services no later than the dates or events specified in Appendix I.

ARTICLE II

Expert(s)

2.01 Expert(s)

- (a) The Services shall be carried out by the Experts specified in Schedule B for the respective periods of time which may be indicated in this Contract. The Consultant and the Client may agree upon minor adjustments to such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the Maximum Contract Amount.
- (b) The Consultant may grant the Experts holiday and sick leave in accordance with its usual practice provided that the Services are provided within the time frames indicated in Appendix 1 and Schedule A. If the holidays and sick leave cause disruption to the Project, the Client may require leave to be limited to four (4) weeks in a year.
- (c) Except as the Client may otherwise agree no changes shall be made in the Experts, provided, however, that if for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Experts, the Consultant shall forthwith assign as a replacement, a person of equivalent or better qualification, at the same rate of remuneration set out in Schedule B. In this event prior written agreement from the Client will be necessary.
- (d) In the event that any Expert is found by the Client to be incompetent in discharging their assigned duties, the Client may request the Consultant forthwith to provide a replacement person with qualifications and experience acceptable to the Client.
- (e) Any expenses incurred by reason of replacement of Experts pursuant to Clause 2.01 (c) or (d) shall be borne by the Consultant. Except as the Client may otherwise agree the Consultant shall bear all additional travel and other costs arising out of or incidental to any replacement and the remuneration to be paid for the replacement person shall not exceed the remuneration which would have been payable to the person replaced.

2.02 Project Manager

The Consultant shall ensure that at all times during which the Services are provided in the Country of Assignment, a project manager, acceptable to the Client, shall take charge of such operations (the "Project Manager"). The Project Manager shall be responsible for liaison between the Consultant's Headquarters and the Client. The Project Manager shall be responsible for providing progress reports on delivery of the Services within a reasonable time upon request by the Client.

ARTICLE III

Payments to the Consultant

3.01 Maximum Contract Amount

- (a) Payments under this Contract shall not exceed the aggregate amount of EUR **288,750.00** (the "Maximum Contract Amount").
- (b) Maximum Contract amount does not include indirect taxes (including VAT) on Services, if chargeable in respect of the Services or this Contract provided hereunder.
- (c) Any indirect taxes chargeable in respect of this Contract or the Services provided hereunder shall be paid by the Client for the Consultant. Provision of this Sub-Clause is not applicable to any of the Consultant's subcontractors.

- (d) No element of the Grant shall be used for financing any indirect taxes referred to in subparagraph (c) above.

3.02 Currency Payment

Except as otherwise agreed between the Client and the Consultant any payment under this Contract shall be made in the currency specified in Appendix I.

3.03 Fees of the Consultant

- (a) The Client shall pay or cause to be paid to the Consultant amounts properly due in respect of the Services, subject to the Maximum Contract Amount, plus any indirect taxes (including VAT) payable, and the terms of this Contract.
- (b) Where the fees are expressed in terms of daily rate, the time spent in performing the Services shall be determined on the basis of the number of working days actually spent by the Expert in performing the Services including necessary travel time. Except as otherwise agreed between the Client and the Consultant, no payments shall be made to the Consultant in respect of work performed other than during the Term of Engagement specified in Appendix I. Calculation of fees payable on a monthly basis shall be based on a maximum of twenty-two (22) working days per calendar month.
- (c) Where the fees are expressed in terms of a daily rate, the fee – unless otherwise specified in Schedule B - shall include the Consultant's and/or Experts':
 - (i) overhead;
 - (ii) ancillary services, such as secretarial and research services;
 - (iii) administrative expenses, such as e-mail, telephone and documentation expenses,
 - (iv) equipment and office supplies; and
 - (v) other sundry and miscellaneous expenses that may be incurred for the purpose of the services, unless otherwise specified in Schedule B.

Per diem and allowances, if any, shall be paid separately in accordance with Schedule B.

- (d) Where the fees are expressed in terms of a lump sum against deliverables, the fee shall include the Consultant's and/or Experts':
 - (i) overhead;
 - (ii) ancillary services, such as secretarial and research services;
 - (iii) administrative expenses, such as e-mail, telephone and documentation expenses,
 - (iv) equipment and office supplies; and
 - (v) other sundry and miscellaneous expenses including any per diem and allowances that might be applicable and may be incurred for the purpose to the services unless otherwise specified in Schedule B.
- (e) The overhead, whether daily-rate or lump sum, specified in Schedule B shall be deemed to include provision for all leave, insurance, social welfare or pension charges or contributions to which the Consultant and/or Expert may be or may become liable to pay (by law or by agreement) during the Term of Engagement. The Consultant has full and sole responsibility for complying with all applicable laws, regulations, administrative rules and guidance in this respect and shall indemnify the Client against any claim made against the Client for non-compliance, thereof, whether made before or after the termination or expiry of the Contract.

3.04 Allowances and Expenses of the Consultant

Where the Contract is a Fee Based Contract, the Consultant may be paid the following allowances, costs and expenses at the rates and if so provided in Appendix B, subject to the provisions of the Contract:

- (a) a per diem allowance for each night the Expert is required by the Contract to be away from his or her usual place of residence. The per diem allowance shall cover costs of the hotel room, food and incidental expenses, but not local travel. Unless other rates are specified in Schedule B, per diem allowances will be paid according to the United Nations per diem rates in force at the time for the place and Country of Assignment, as published under the title "Schedule of Daily Subsistence Allowance Rates" by the International Civil Service Commission. No per diem allowance shall be paid for periods of leave or for the day of return.
- (b) an accommodation allowance when the Expert is required by the Contract to be away from the usual place of residence and to reside in the Country of Assignment for a period of three (3) months or more. For the purpose of determining this period as well as the entitlement to the allowance, short absences from the Country of Assignment shall not be counted.
- (c) transport expenses actually and properly incurred by the Expert(s) in travelling for the purpose of the Services. All travel should be via the most cost effective routes and methods available; air travel is only authorised at Economy Class fare (commonly designated as fare basis Y). Original ticket stubs and invoices shall be required as evidence of payment, together with boarding cards and travel agency receipts. Travel by train may be made in first class, apart from EuroStar, which shall be by second class. Travel by a private car may only be used if expressly stated in the Contract. Private car costs shall be reimbursed at the mileage specified in Schedule B.
- (d) other miscellaneous expenses of the Consultant or the Expert(s) arising directly out of the Services, to the extent they are specified in Schedule B.

All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in Schedule B, and in no event shall reimbursement be made in excess of the Maximum Contract Amount.

3.05 Valuation of Currencies

Where it shall be necessary to determine the equivalent of an amount in one currency in terms of another for the purposes of:

- (a) calculating the Maximum Contract Amount; or
- (b) making payments in respect of reimbursable expenses

the conversion shall be made on the basis of the exchange rate set out in the Financial Times on the first Monday of the month of the invoice, if it is convertible, or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses.

3.06 Payment of Fees and Expenses

Billings and payments in respect of the Services shall be made as follows:

- (a) Where the Term of Engagement is less than two months, the fees, per diem allowance and reimbursable expenses owing to the Consultant, shall be payable upon satisfactory completion of the Term of Engagement or termination of the Contract whichever is earlier after deduction of any advance payments made to the Consultant.

- (b) When the Term of Engagement is two months or more, the Consultant shall be paid in such periodic instalments as specified in the Contract.
- (c) Within thirty (30) days of receiving a correctly presented invoice from the Consultant for the advance payment (if any) the Bank, on behalf of the Client, shall pay or cause to be paid the advance payment to the Consultant subject to the conditions set out in Appendix I.
- (d) The Consultant shall submit to the Client an itemised invoice in respect of the relevant period during the Term of Engagement showing the amounts payable under the Contract, supported by such receipts, vouchers, invoices, time sheets and other evidence as the Client or Bank may reasonably require. The details of the bank account, as set out in Appendix I, where payment shall be made must be supplied on each invoice. Invoices shall be submitted and payments made in accordance with Appendix I and with the Payments provisions specified in Schedule B. The Consultant shall submit a copy of the itemised invoice referred to in this Clause to the Bank for information purposes only and on the understanding that the Bank will not be authorised to release payment for the invoice until the original invoice is approved and forwarded to the Bank by the Client.

Within thirty (30) days of the receipt of any invoice, other than that referred to in Clause 3.06(c) (above), the Client shall confirm to the Bank that the invoiced amounts are correct and payable to the Consultant by sending the Bank confirmation of its approval and authorising payment of the invoice.

- (e) If the payment schedule provides for payments against deliverables, as soon as practicable and no later than the fifteenth (15th) day after a deliverable has been appropriately approved by the Client, the Consultant shall submit to the Client and the Bank, an invoice itemised according to Schedule B, expressed in the currencies provided for in Clause 3.02 of the Contract and accompanied by appropriate evidence of the submission and approval of the deliverable, as well as by receipted invoices, vouchers, tickets and other appropriate supporting materials as applicable, of the amounts payable.
- (f) The Client may withhold or cause to be withheld payment of all or any portion of an invoice that is not satisfactorily supported with such documentation that is reasonably requested provided, however, that if any discrepancy should be found to exist at any time between payment actually made to the Consultant and costs authorised to be incurred by such a Consultant, the Client may add or subtract the difference from any subsequent payment(s).
- (g) Payments in respect of any costs that would exceed the estimates set forth in Schedule B may be chargeable to the contingency amounts provided for in the respective estimates only if such costs are approved by the Client in writing prior to being incurred, and subject always to the Maximum Contract Amount not being exceeded.
- (h) Final payment under this Clause 3.06 shall be made only after the final report and a final invoice, identified as such, have been submitted by the Consultant and approved as satisfactory by the Client.
- (i) Any payment made by the Client of (i) amounts not due under the Contract, or (ii) any amount in excess of the fees and costs actually incurred, (except as applicable when payments have been agreed to be made as a fixed fee or lump sum against deliverables) will be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of relevant notice.
- (j) All payments to the Consultant under this Contract shall be made solely to the bank account of the Consultant specified in Appendix I.

ARTICLE IV

Undertakings of the Client

4.01 Confirmation

The Client confirms that it has the power to enter into and perform this Contract and that the Contract constitutes a legal, valid and binding obligation of the Client enforceable in accordance with its terms.

4.02 Taxes and Duties

- (a) Subject to Clause 5.03, the Client shall use its best efforts to ensure that the Government of the Country of the Assignment shall exempt the Consultant from any taxes, duties, fees, levies and other impositions imposed under the laws and regulations which are in effect in the Country of Assignment, provided that if the Client cannot obtain such exemption any such tax shall be borne by the Client. Any such tax shall not be calculated or included as part of the Maximum Contract Amount.
- (b) The Client's obligation to seek exemption from taxes, duties, fees, levies and other 'charges' applies in respect of the following:
 - (i) any payments made to the Consultant, other than payments to nationals of the Country of Assignment, in connection with the carrying out of the Services; and
 - (ii) equipment, materials and supplies brought into the Country of Assignment for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom; and
 - (iii) any property brought into the Country of Assignment by the Consultant, the Expert(s), or the eligible dependants of the Expert(s) for their personal use or consumption which will be consumed in the Country of Assignment or will subsequently be withdrawn therefrom upon the departure of the Consultant and the Expert(s) from the Country of Assignment.
- (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided under this Contract will be treated as the property of the Client.
- (d) The Consultant and the Expert(s) shall follow the usual customs procedures in the Country of Assignment concerning the import of property.
- (e) If the Consultant or Expert(s) fail to withdraw, and instead disposes in the Country of Assignment, any property upon which customs duty and taxes have been exempted, the Consultant shall pay such customs duties and taxes in conformity with the applicable regulations.

4.03 Assistance with Local Requirements

To the extent it is able, the Client shall use its best efforts to:

- (a) assist the Consultant and each of the Expert(s) to obtain the necessary work permit(s) and such other documents as shall be necessary to enable them to perform the Services;
- (b) if applicable, assist the Expert(s) and, if appropriate their eligible dependants, to obtain all necessary entry and exit visas, residence permits, exchange permits and travel documents required for any stay in the Country of Assignment to perform the Services.
- (c) facilitate clearance through customs of any property required for the Services and of the personal effects of the Expert(s) and their eligible dependants;

- (d) provide all such information to government officials, agents and representatives as may be necessary or appropriate for the prompt and effective performance of the Services; and
- (e) assist the Consultant, the Expert(s) or approved sub-contractors employed by the Consultant for the Services to be exempted from requirements to register or obtain any permit to practice their relevant profession(s) or to establish themselves either individually or as a corporate entity according to the laws of the Country of Assignment.

4.04 Access to Land

The Client warrants that the Consultant and Expert(s) shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall be responsible for any damage to such land or property thereon resulting from such access (other than damage caused by the wilful default or negligence of the Consultant or the Expert(s)) and the Client shall indemnify the Consultant and each of the Expert(s) in respect of liability for any such damage.

4.05 Services, Facilities and Equipment

The Client shall make available to the Consultant and the Expert(s), for the purpose of the Services, in a timely manner and free of any charge, the counterparts, services, facilities, equipment and property described in Schedule A.

ARTICLE V

Undertaking of the Consultant

5.01 General Standard of Performance by the Consultant

- (a) The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
- (b) The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices. The Consultant shall fully co-operate with the Bank to allow it to fulfil its monitoring obligations and facilitate reporting to the Bank or the Donor on how their funds are being used for the Services and the Project.

5.02 Records

- (a) The Consultant shall keep accurate and systematic records and accounts in respect of the Services in such form and detail as is customary in the profession and as shall be sufficient to establish accurately that the costs and expenditure referred to in Article III have been duly incurred.
- (b) Upon reasonable notice, the Consultant shall permit the duly authorised representatives of the Client and the Bank, from time to time to inspect its records and accounts relating to the Services and to make copies and shall permit the Client, the Bank, or any person authorised by the Client or the Bank, from time to time, to audit such records and accounts during the performance of the Services.

5.03 Applicability of Taxes

The Consultant shall determine whether any direct or indirect taxes, including VAT, are payable or chargeable by the Consultant in respect of the Services or this Contract. The Consultant shall take all appropriate and reasonable steps to eliminate or minimise any such tax, including without limitation registration of this Contract pursuant to any bilateral agreement concerning exemption from taxation of aid funding between the government of the Donor and the Country of Assignment or any double taxation treaty between the governments of the Country of Assignment and the Consultant's country.

5.04 Information

The Consultant shall furnish the Client and the Bank with such information relating to the Services as the Client and the Bank may from time to time reasonably request.

5.05 Assignments and Sub-Contracting

- (a) Except with the Clients' prior written approval, which the Client may withhold at its discretion, the Consultant shall not assign or transfer the Contract or any part thereof nor engage any independent consultant or sub-contractor to perform any part of the Services.
- (b) When the Consultant is permitted to associate with individual consultants, consultancy firms, partnerships, entities or other persons, in a consortium or through subcontracting or association, as appropriate, the Consultant will ensure that each such consortium member, subcontractor and/or associate fully complies with the Consultant's obligations under this Contract. The Consultant shall be liable for the acts or omissions of such consortium members, subcontractors and/or associates. The Consultant will not be relieved of its obligations under this Contract by use of such individual consultants, firms, partnerships, entities or other persons. Such permitted individual consultants, firms, partnerships entities or other persons in the consortium, association or subcontracting arrangement may only be changed with the prior consent of the Client and the Bank.
- (c) In the event that any such independent consultants or sub-contractors are found by the Client to be incompetent in discharging their assigned duties, the Client may request the Consultant forthwith either to provide a replacement consultant or sub-contractor with qualifications experience and a rate of remuneration acceptable to the Client or to resume the performance of the Services itself.

5.06 Confidentiality

Except with the prior written consent of the Client, the Consultant shall not disclose nor cause or permit the Consultant's Expert(s), employees, agents and sub-contractors to disclose to third persons nor use for the Consultant's own purposes any information relating to the Services, the Project, the Client or the Bank, including information in respect of rates of remuneration and conditions of contracting. The Consultant may provide such data and information if required by applicable law or regulation, but only that portion of the data or information, which, to the extent permitted, by the relevant law or regulatory requirement is legally required to be furnished. If such a demand is made the Consultant shall promptly inform the Client and the Bank. This provision shall survive the termination and expiration of the Contract.

5.07 Prohibition on Additional Project Work

Except with the prior written consent of the Client and the Bank, the Consultant agrees that during and for a period of two years following the termination of this Contract, the Consultant's and or Expert(s)' participation in the Project shall be limited to the provision of the Services, hereby disqualifying them and any other contractor, consulting firm, manufacturer or individual with which the Consultant is associated or affiliated from the provision of goods, works and services (other than the Services) for the Project, and for tendering for any part of the Project. For the purpose of this Clause "affiliate" means any other person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common control with, the Consultant; "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise.

5.08 Conflict of Interest

The Consultant shall ensure that no circumstances arise during the Term of Engagement in which the Consultant's activities under the Contract conflict or might conflict with the personal interest of the Consultant or the Expert(s) or with any services which the Consultant or the Expert(s) may render to third parties.

5.09 Prohibited Practice

The Client without prejudice to any other remedy for breach of the Contract by written notice of termination sent to the Consultant, may terminate this Contract forthwith if the Consultant or Expert(s), in the judgement of the Client, has engaged in prohibited practices in competing for or in executing the Contract. For the purpose of this Clause:

"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

"fraudulent practice" means 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.

"coercive practice" means 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 in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

"collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party and includes any arrangements among the Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

5.10 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant or between the Bank and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

5.11 Indemnities

- (a) The Consultant shall fully indemnify, protect and defend at the Consultant's own expense, the Client and its agents and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Consultant or the Expert(s) of any (i) applicable law or regulations, or (ii) intellectual property rights of third parties, such as copyright, industrial design, or patents in the course of performance of the Services.
- (b) The Consultant shall:
 - (i) indemnify, protect and defend, at the Consultant's own expense, the Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the Consultant's failure to exercise the skill and care required under Clause 5.01(a) or breach of any of its obligations under this Contract provided, however, the Consultant's liability under this Clause 5.11(b) shall be limited, to actions, claims, losses or damages directly caused by such failure to exercise the said care and skill or breach, and shall not include liability for indirect or consequential damages.
 - (ii) in addition to any liability the Consultant may have under subparagraph (i) at its own cost and expense, upon the request of the Client, re-perform the relevant Services in the event of its failure to exercise the care and skill required under Clause 5.01 (a) or its breach; provided, however, that the Consultant shall have no liability for actions, claims, losses or damages occasioned by (a) the Client's having overridden a decision or recommendation of the Consultant or having required the Consultant to implement a decision or recommendation with which the Consultant did not agree and such disagreement was communicated to the Client in writing, or (b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

In any event the Consultant's indemnity to the Client under this Clause 5.11(b) shall not exceed the amount set out in Appendix I.

5.12 Laws and Regulations

The Consultant shall respect and abide by all applicable laws and regulations, in the Country of Assignment and elsewhere, and shall use its best efforts to ensure that the Expert(s) and their dependants while in the Country of Assignment, and local employees the Consultant might hire, respect and abide by all laws and regulations of the Country of Assignment.

5.13 Proprietary Rights in Equipment

- (a) Equipment supplied by the Client for the Services shall remain at all times the property of the Client and shall be returned to the Client in accordance with procedures to be determined by the Client.
- (b) Equipment and materials provided by the Consultant for the Services shall remain the property of the Consultant, unless otherwise agreed.
- (c) Equipment purchased by the Client or by the Consultant for the purpose of performing the Services and funded wholly or partly under this Contract shall be the property of the Client, unless otherwise agreed by the Bank. The Bank may direct the Client to deliver and dispose any such equipment.

5.14 Proprietary Rights of the Client in Reports and Records

All reports and relevant data and information such as maps, diagrams, plans, databases statistics and supporting records or material compiled or prepared in the course of the Services shall be confidential and shall be the absolute property of the Client. The Consultant agrees to deliver all these materials to the Client upon completion of this Contract. The Consultant may retain a copy of such data but shall not use the same for purposes unrelated to this Contract without the prior written approval of the Client

5.15 Insurance

- (a) The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Consultant shall ensure that the minimum amount of cover under the policy is not less than the amount specified in Appendix I. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- (b) The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), sub-contractors, or specialists associated with the Consultant for purpose of the Services, nor for any dependant of any such person.
- (c) The Client reserves the right to require original evidence that the Consultant has taken out the necessary insurance.

5.16 Language of Reports and Software Application

- (a) All reports and recommendations and general correspondence from the Consultant to the Client and all documents prepared by the Consultant under this Contract shall be in the language specified in Appendix I.
- (b) All reports, findings, information, work and documents to be provided to the Client shall be created in the version of the software application identified in Appendix I.

5.17 Services or Facilities of the Client

In the event that the Consultant encounters delay in obtaining personnel, facilities, equipment or property to be provided by the Client according to Clause 4.05 or when their performance or function do not meet the requirements set forth in Schedule A, the Consultant shall promptly notify the Client of such delay or difficulty, and may request an appropriate extension of time for completion of the Services or, upon approval, purchase required services or facilities at the cost of the Client.

5.18 No Liability of Bank

The Client and the Consultant hereby acknowledge and agree that in consideration of the Bank reviewing, and processing payment for, the Services provided by the Consultant to the Client, the Bank shall not be liable to either the Client or the Consultant for any claims, proceedings, costs, liabilities, expenses, loss or damage arising out of or in connection with any act or omission (whether contractual negligent, tortious or otherwise) of the Consultant's, its employees, sub-contractors or agents including the Consultant's or the Expert(s) performance of the Services whether satisfactory or otherwise or any breach of any laws or regulations by the Consultant, Expert(s) or its employees, sub-contractors or agents.

ARTICLE VI

General Provisions

6.01 Suspension of Payments

If any of the following events shall happen and be continuing, the Client may by written notice to the Consultant suspend in whole or in part payments due thereafter to the Consultant under the Contract:

- (a) the Bank shall have suspended disbursements to the Client in respect of the Project or the Grant;
- (b) a default shall have occurred on the part of the Consultant in the performance of the Contract and if remediable the Consultant, shall have failed to remedy the default within thirty (30) days of being notified by the Client of the default; or
- (c) any other condition has arisen which, in the reasonable opinion of the Client, interferes or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of the Contract in which case thirty (30) days written notice shall be given.

6.02 Termination of the Contract by the Client

- (a) If any of the following events shall have happened and be continuing, the Client may by written notice to the Consultant terminate the Contract:
 - (i) any of the conditions referred to in Article 6.01 shall continue for a period of thirty (30) days after the Client shall have suspended in whole or in part payments due to the Consultant.
 - (ii) the Project or the Grant Agreement shall have expired or been terminated.
- (b) In any event, the Client may terminate the Contract at any time by giving no less than thirty (30) days prior notice to the Consultant.

6.03 Termination of the Contract by the Consultant

The Consultant shall promptly notify the Client in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations. Upon confirmation in writing by the Client of the existence of any such situation or event, or upon failure of the Client to respond to such notice within thirty (30) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving no less than thirty (30) days prior written notice.

6.04 Termination Procedure

- (a) Upon termination of the Contract under Clause 6.02, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner, reduce losses and to keep further expenditures to a minimum.
- (b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have duly incurred prior to the date of such termination and for reasonable costs incidental to the orderly termination of the Services, the return travel of the Expert(s) and the reshipment of the personal effects and equipment of the Consultant, but shall be entitled to receive no other or further payment, subject always to the Maximum Contract Amount.

6.05 Governing Law and Settlement of Disputes

- (a) This Contract shall be governed by and construed in accordance with the law specified in Appendix I.
- (b) Any dispute which arises out of the Contract, which cannot be amicably settled, between the parties shall be referred for resolution to international arbitration as specified in Appendix I. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedies.

6.06 Force Majeure

- (a) If either party is temporarily unable by reason of Force Majeure or the laws or regulations of the Country of Assignment to meet any obligations under the Contract, and if such a party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- (b) Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (c) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 6.06(a) or delays arising from such event.
- (d) 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.
- (e) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for any additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such a period.
- (f) The term "Force Majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

6.07 Variation of the Contract

The Contract may be varied only by written agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in Clause 3.01(b) shall be in writing and shall be signed by the duly authorised representatives of the parties.

6.08 Applicable Language

Any document or communication delivered pursuant to this Contract shall be in the language specified in Appendix I.

6.09 Entire Contract

This Contract (including all Appendixes and Schedules) as amended from time to time in accordance with the foregoing provisions contains the entire agreement between the parties and supersedes all prior arrangements whether written or oral, express or implied.

6.10 Survival Clauses

The following Clauses 3.03(e), 5.02, 5.06, 5.10, 5.11, 5.13, 5.14, 5.18 and 6.05 shall survive the termination or expiry of this Contract.

ARTICLE VII

Effective Date; Miscellaneous

7.01 Effectiveness

The Contract shall become effective upon the date specified and unless earlier terminated in accordance with its terms, shall remain in full force until the Services and all payments due and owing therefore have been completed, at which time the parties hereto shall be mutually released from all obligations hereunder, subject to Clause 6.10.

7.02 Authorised Representative

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Contract may be taken or executed by the Consultant or on its behalf and on behalf of the Client by the authorised persons specified in Appendix I.

7.03 Notices or Requests

Any notices or requests required or permitted to be given or made under this Contract shall be in writing in the language specified under Clause 6.08. Such notice or request shall be deemed to be duly given or made when it shall be delivered by hand, first-class registered mail, e-mail or facsimile to the party to which it is required to be given or made at such party's address specified in Appendix I or at such other address as either party may specify in writing, provided that receipt of delivery (by mail), receipt of e-mail (by e-mail) or confirmation of transmission (by facsimile), as the case may be, has been received by the sender.

IN WITNESS WHEREOF the parties acting through their duly authorised representatives have caused this Contract in the English language to be signed, each considered an original as of the day and year first above written.

For and on behalf of VINNYTSIACARTSERVIS

Date:

19.01.2016

For and on behalf of Civitta UAB

Date:

19.01.2016

Enclosed:

Appendix I
Schedule A
Schedule B

- Consultancy Contract Specific Provisions
- Terms of Reference
- Staffing Schedule and Breakdown of Costs



APPENDIX I

1.04 Start and End Dates

Except as the Client may otherwise agree, the Consultant shall commence the Services on **25 January 2016** (such date being called the **"Start Date"**). The Services will be completed on or before **4 January 2018** (such date being called the **"End Date"**).

3.01b Maximum Contract Amount

Payments under this Contract shall not exceed the aggregate amount of **EUR 288,750.00** (the **"Maximum Contract Amount"**). This amount does not include any indirect taxes, including VAT, if chargeable in respect of the Services or this Contract provided hereunder.

3.02 Currency of Payment

All payments shall be made in **EUR**.

3.06a Mode of Billing and Payment

The payments shall be made in **EUR**, lump sum payable upon submission by the Consultant of an original invoice and in accordance with the following payment schedule:

- **EUR 14,437.50** (EUR 28,875.00 minus 50% of the Advance) upon acceptance by the Client of the Initial Report
- **EUR 14,437.50** (EUR 28,875.00 minus 50% of the Advance) upon acceptance by the Client of the Draft principles, vision and goals for PT Strategy
- **EUR 14,437.50** upon acceptance by the Client of the Draft final PT Strategy Document
- **EUR 14,437.50** upon acceptance by the Client of the Final PT Strategy Document
- **EUR 14,437.50** upon delivery of the public presentation of the PT Strategy
- **EUR 10,828.13** upon acceptance by the Client of the Draft Agreement for Implementation and Operation of an AFC/AVL system
- **EUR 10,828.13** upon delivery of the Workshop on preparation of Agreement for Implementation and Operation of an AFC/AVL system
- **EUR 10,828.13** upon acceptance by the Client of the Draft final Agreement for Implementation and Operation of an AFC/AVL system
- **EUR 10,828.13** upon acceptance by the Client of the Final Agreement for Implementation and Operation of an AFC/AVL system
- **EUR 14,437.50** upon acceptance by the Client of the Report on Initial proposal on PSC structure including draft financial model
- **EUR 14,437.50** upon acceptance by the Client of the Draft PSC between the City and VTC
- **EUR 14,437.50** upon acceptance by the Client of the Final PSC between the City and VTC
- **EUR 9,625.00** upon acceptance by the Client of the Report on goals, main principles, and primary terms and conditions for Fare Revenue Collection Contract
- **EUR 9,625.00** upon acceptance by the Client of the Draft Fare Revenue Collection Contract
- **EUR 9,625.00** upon acceptance by the Client of the Final Fare Revenue Collection Contract
- **EUR 7,218.75** upon acceptance by the Client of the Draft Passenger and Luggage Carriage Rules
- **EUR 7,218.75** upon acceptance by the Client of the Final Passenger and Luggage Carriage Rules
- **EUR 9,625.00** upon acceptance by the Client of the Report with legal analysis and recommendations for tender documentation improvement including analysis on introduction of the PSC for private operators
- **EUR 9,625.00** upon acceptance by the Client of the Draft PSC for private operators, draft financial model and tender documents
- **EUR 9,625.00** upon acceptance by the Client of the Final template tender documentation package including PSC and financial model
- **EUR 14,437.50** upon acceptance by the Client of the Draft Final Report
- **EUR 14,437.50** upon acceptance by the Client of the Final report

3.06c Advance Payments

The advance payment will be in the amount of **EUR 28,875.00** (the "Advance").

The Advance shall be reflected in, and offset against the Consultant's first invoice and, if the first invoice is not for a sum equal to or greater than the amount of the Advance, then against each subsequent invoice until the full amount of the Advance has been fully offset. In the event the Contract is terminated for any reason prior to the full amount of the Advance being accounted for, the Consultant shall repay to the Bank, upon demand, such amount of the Advance which has not been offset against invoices for Services provided to the date of termination.

3.06d **Bank Account of Consultant**

Swedbank AB,
Konstitucijos ave. 20A,
VILNIUS
LT-03502
Lithuania

Account Name: UAB Civitta
Account No.: LT40 7300 010124087168
Sort Code: 73000

5.11b **Consultant's Indemnities**

Clause 5.11(b) shall be subject to the following provisions:

That the Consultant is notified of such actions, claims, losses or damages not later than 12 months after the conclusion of the Services;

That the ceiling on the Consultant's liability under Clause 5.11(b) shall be limited to the higher of any insurance proceeds payable under the Consultant's insurance except that such a ceiling shall not apply to actions, claims, losses or damages caused by the Consultant or Expert(s)' gross negligence or reckless or wilful misconduct.

5.15 **Insurance**

The following amount of insurance has been agreed between the Parties: twice the Maximum Contract Amount to cover consultant indemnities and insurance.

5.16 **Language of Reports**

- (a) English shall be the sole language for all communication, documentation and reports under this Contract unless the Client expressly states otherwise.
- (b) The software application to be used shall be Microsoft Office unless the Client expressly states otherwise.

6.05 **Governing Law and Settlement of Disputes**

- (a) This Contract shall be governed by and construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with English law.
- (b) Any dispute controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity hereof or any non-contractual obligations arising out of or in connection with this Contract which cannot be amicably settled, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force and effect on the date of this Contract. There shall be one (1) arbitrator, and the appointing authority for the purposes of the UNCITRAL Rules

shall be the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England or elsewhere. The arbitrator shall not be authorised to grant, and the Consultant agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against the Client, any provisions of the UNCITRAL Arbitration Rules notwithstanding.

- (c) Nothing in this Contract shall be construed as a waiver, renunciation or modification by the Bank of any immunities, privileges and exemptions of the Bank accorded under the Agreement Establishing the European Bank for Reconstruction for Development, international convention or any applicable law.

6.08 Applicable Language

Any document delivered pursuant to this Contract, apart from reports specified in Clause 5.16 shall be in English.

7.02 Authorised Representatives

- (a) The Consultant, if not an individual, hereby appoints **ANTANAS SPECKAUSKAS** as its authorised representative.
- (b) The Client's authorised representative is **Kateryna Babina**.

7.03 Notices or Requests

For the Consultant:

The Consultant's authorised representative

Name: **ANTANAS SPECKAUSKAS**
 Address: **Civitta UAB**
Gediminas Ave. 27
VILNIUS
Lithuania

E-mail: antanas@civitta.lt

For the Client:

The Client's authorised representative

Name: **Kateryna Babina**
 Address: **VINNYTSIACARTSERVIS**
64 Soborna Str, VINNYTSYA, 21050, Ukraine
 Telephone: **+38 093 108 13 56**
 E-mail: vincardservice@gmail.com

SCHEDULE A**TERMS OF REFERENCE****Vinnytsia Automatic Fare Collection - Regulatory Framework****1. BACKGROUND**

The European Bank for Development and Reconstruction (the “EBRD”) was approached by the City of Vinnytsia (the “City”) to assess the possibility of financing an Automated Fare Collection (an “AFC”) and, as part of it, an Automated Vehicle Location (an “AVL”) system for the City.

A new special purpose municipally-owned company called Municipal Enterprise VINNYTSIACARTSERVIS (the “VCS”) was established on 12 December 2014 to implement the AFC system and then further expand it to other services in the City. The Project is called Vinnytsia Card at the City level. The system will include an AVL sub-system to track municipal public transport vehicles and offer modern dispatch services for the City and transport operators.

It is planned to have an AFC system where users are issued with contactless smart cards (“e-cards”) carrying information with stored value or purchased tickets and other products. It is planned that the e-card will be able to carry equivalents of money, various public transport tickets and be suitable for other dedicated applications including access to City services, parking or potentially bicycle rental.

The e-cards will be optionally personalised. Personalised e-cards will have a set of personal data printed on them to identify the card holder and give access to certain pre-defined benefits, like discounts for public transport services. Personalised e-cards will be issued for groups of citizens entitled for free of charge or lower fare (concessionary) public transport services. The City may decide to issue personalised cards free of charge or take a deposit.

The current fare collection system in the City is obsolete. The system is based on monthly paper passes and single fares collected as cash on-board by conductors. High cost and fare evasion along with cash leakage are the primary shortcomings of the current system. According to initial estimates, benefits from a new AFC system could cover its costs. The expected direct benefits of the system will be brought with increased revenues from tickets, reduced cash leakage and lower operating expenses. The AFC system will cover all public transport services in the City, including private ones rendered by private minibus operators.

According to the City’s plans the new AFC system will allow the tracking of the public transport fleet. This will be used to monitor transport operator performance and adjust municipal payments in line with operators’ actually delivered kilometres. It should improve service quality by facilitating greater focus on the reliability of services by transport operators, but also providing real time information to users on the expected arrival of vehicles at bus stops.

At the initial implementation stage VCS will be financed from municipal budget transfers. After the completion of the AFC deployment stage their payment will be provided from fare revenue collected through the system. Part of the payment from the transport operators to VCS will come as a fixed amount of rent for the system’s equipment, while the other part will depend on the performance and directly related to the value of transactions done on the AFC system. The City and VCS may also decide to charge for provision of AVL dispatch equipment to operators separately.

The bulk of the public transport supply (circa 75 per cent) is provided by Vinnytsia Transport Company ("VTC") formerly "Vinnytske Tramvaino – Trolleybusne Upravlinnya" ("TTU"), whose tram, trolleybus and bus fleet will be the basis to introduce AFC system. However the City intends to implement the new system on all public transport services, including private operators (i.e. 200 minibuses).

The City is in the process of a major overhaul of its public transportation infrastructure. In 2010 the City received from Zurich 116 second-hand trams (93 of which are currently operational) funded by a grant from the Swiss State Secretariat for Economic Affairs. In 2011 the City replaced all of the tram fleet with the second-hand trams from Switzerland and installed Wi-Fi access points in the trams to increase their popularity. In 2012-2013 the City received UAH 63 million (EUR 6.1 million) of state grant for the purpose of completing the tram loop which should result in sizable cost savings as well as an increase in ridership. Finally the City received an approval for UAH 113.5 million (EUR 10.4 million) of state guarantees and a grant covering half of the principal and interest repayment, to upgrade the trolleybus fleet (with an average age of 24 years) and expand the bus fleet by 40 and 30 units respectively.

2. OBJECTIVES

The overall objective of this assignment is to support the City with strengthening their public transport regulatory framework, including assisting in the drafting of a Public Transport Strategy, an Agreement on the Implementation of the AFC system, Public Service Contracts, Fare Revenue Collection Service Contracts and a new set of rules regarding passenger and luggage carriage. The assignment will also assist the City in preparing a tender documentation package.

It is expected that with the involvement of the selected consultant (the "Consultant"), the Company will have access to best international practice and advice on specific technical issues as they arise.

3. SCOPE OF WORK

The Consultant will review available documents, including technical and legal due diligence reports prepared during project preparation stage. The Consultant will also review all relevant City Council decisions, charter of the VCS and contract between the Mayor and manager of the VCS.

TASK 1. Assistance in Drafting the City's Public Transport Strategy

The City recently had a number of studies and surveys carried out in relation to improvements in the public transport sector. These include the compilation of a transport model, the assessment of public transport passenger flows, the development of the new route network and the development of a new urban transport concept for the central part of the City. Nevertheless all this work was little coordinated or was developed under common vision and goals. Therefore there is a need to introduce a single formalised vision and strategy for City's public transport development.

The City's Strategy for public transport sector development should include:

- a brief summary of the Strategy;
- an assessment of public transport system's and Key Performance Indicators ("KPIs") of main players,
- identify main issues and problems,
- stipulate main principles for new strategy to be based on,
- establish a vision, and quantified, timed and measurable goals,
- set out measures and timeline to for achieving these goals, as well as resources required.

The Consultant will also identify and propose key positions and institutions responsible for strategy adoption and implementation, as well as procedure for the revision of the Strategy, its links to the Master Plan and other main documents.

The City will approve the Strategy at the City Council. However, before approval, the draft will be presented and discussed publicly. The Consultant will assist the City in the presentation and discussion of the draft Strategy.

The City's performance in achieving goals and measures set out in the Strategy should be disclosed to the inhabitants of the City and published by the City on the website or in an annual report. Therefore the Consultant will propose a template report as an annex to the Strategy.

TASK 2. Drafting an Agreement between the City and VCS for the Implementation and Operation of an AFC/AVL system

The Consultant will formalise/stipulate the City's objectives of the AFC system implementation and discuss the envisaged principles to serve as the basis of the agreement.

The Consultant will support the City in drafting the agreement between VCS and VCC to enable the implementation and operation of the AFC and AVL system. This shall include the governance mechanism for oversight of VCS's operations by VCC and relevant transport operators, as well as:

- Primary purpose of VCS;
- Clear stipulation of rights, functions and delegated responsibilities;
- An indicative AFC system timetable for (i) implementation stage with main milestones, like tender, contract negotiations and contract award, launch of pilot of AFC system, commissioning of the AFC and AVL system, and targeted take-up plan, as well as (ii) resource plan, including staff plan and financing;
- Rules for management of the fare revenue account where the funds from e-card top-ups with money equivalents and tickets will be transferred;
- Rules for the distribution of revenue received from different sources and for different products;
- Clearing rules stipulating how fare revenue will be split between two operators in case one ticket was used for a trip by changing operators' service (mode, route, park&ride, etc.);
- Rules for disposal and use of unclaimed funds (e.g. amount on a tourist's expired e-card, etc.) at the end of the year;
- Performance schedule with KPIs and reporting requirements and performance mechanism including any penalties for non-performance;
- The change management mechanism for introducing changes in public transport fares and VCC and VCS's roles and obligations;
- A contract change control mechanism;
- List of sources for financing operations of VCS during different stages of AFC system implementation and operations;
- VCC's obligations for how transport operators are procured insofar as how the AFC and AVL systems are deployed and used;
- Dispute resolution mechanism.

The Consultant will provide the draft agreement for the City's and VCS review and follow up with a workshop to discuss and document comments, revisions and proposals.

The Agreement will be amended in line with requested revisions or a justified explanation will be provided by

the Consultant why particular revisions cannot be implemented.

The Consultant will ensure the Agreement is in line with the City's requirements in terms of style, contents and structure.

TASK 3. Preparation of a Public Service Contract between the City and VTC

The Consultant will review the City's practices of public transport organization, including:

- procedures for awarding of a contract;
- actual division of rights and responsibilities between the City and the Company;
- planning and setting/agreeing of service scope (operational plan);
- setting of service quality parameters;
- monitoring of service provision and performance of operators;
- methodology for establishment of the budget;
- requirements for reporting, etc.

The Consultant will also review existing regulatory framework. In particular, the order of transport ministry on subsidising public transport services (Ministry of Transport of Ukraine Order no.256, 04.03.2002) and regulations on taxation of payments from the City budget.

The Consultant will prepare a basic structure of the PSC and supporting financial model for the review and comments of the City and VTC. It should include:

- general annual operational plan for each mode based on previous periods;
- statistical data on annual number of planned, empty, delivered, cancelled vehicles kilometres for each of VTC mode in last three years;
- annual cost of service and actual cost of service of vehicle kilometer for each VTC mode (tram, trolleybus and bus);
- breakdown of income indicating income from fare revenue, compensation for concessionary passengers, subsidy and other.

The Consultant will model the VTC budget in terms of the actual cost of services, also the eligible budget based on cost of vehicle km price and carried passengers, and demonstrate the effect of such method of payment compared with conventional methodology. The Consultant will present the formula for calculation of municipal subsidy and demonstrate its application with numbers (e.g. $\text{subsidy} = \text{number of km} \times \text{km cost} - \text{fare revenue} - \text{compensation for concessionary passengers}$).

The model should present the current situation with conductors being basis for fare revenue collection and a scenario where VCS is in charge of it and VTC is paying for service.

A similar model should be created by the Consultant for an average minibus route once the model for VTC is accepted by the City.

Once the City agrees on the basic principles and methodology for the PSC, the Consultant will prepare a full draft document for VTC's and the City's review. The PSC will include the following:

- rights and responsibilities of contract parties
- stipulation of public transport operator's obligation to outsource fare revenue collection services to the City's appointed third party (VCS);
- stipulation of operator's obligation to outsource enforcement of fare revenue protection

- services (ticket inspectors) to the City's appointed third party (VCS);
- rules and calendar for service planning;
- scope of service and annual operational plan for each mode;
- terms and conditions for changing/amending the ordered scope of service, including requirements for notices;
- service quality requirements to be monitored by the City, like cleanliness of the vehicles, regularity, punctuality, politeness of drivers;
- cost of services for each mode;
- calculation of service unit cost/price (e.g. vehicle km price);
- annual indexation formulae of service unit cost/price based on officially published indexes;
- penalty mechanism for cancelled services or reported deviation from agreed service standard and mechanism for application of penalty system;
- transport operator's annual budget calculation formula;
- transport operator's annual subsidy calculation formula;
- transport operator's monthly subsidy calculation formula;
- subsidy payment terms and conditions;
- contract monitoring and reporting mechanism, i.e. what reports and how often the public transport operator should provide to the City, also its content and format;
- *force majeure*;
- contract duration;
- dispute resolution mechanism;
- contract termination clauses.

The draft PSC will be provided to the City and transport operators for their review and comments. The Consultant, after receiving formal written comments, will organize a workshop to discuss outstanding issues with an attempt to finalize the template.

The Consultant will provide the City with an electronic template MS Excel model to calculate vehicle kilometre cost/price for different operators, annual budget, forecast fare revenue, compensations for concessionary passengers and subsidies required. The model should allow the City to input specific indexes for indexation of the vehicle kilometre cost/price and forecast budget pending.

TASK 4. Preparation of Fare Revenue Collection Service Contracts between VCS and transport operators

Taking into consideration the envisaged contractual structure of the system and final principles of the AFC system, as well as main terms and conditions of the Agreement between for Implementation and Operation of an AFC/AVL systems, the Consultant will outline goals, main principles, and primary terms and conditions for Fare Revenue Collection Contract between the VCS and transport operators. The Contract will include a separate section dedicated to AVL system's functionality, performance and rules.

Based on the envisaged project structure, the AFC and AVL system equipment should remain in the ownership of VCS. Transport operators should provide their fleet and premises and agree sufficient time for installation and later maintenance of the equipment. The planned maintenance of the equipment will be stipulated according to the final maintenance agreement between supplier of the system and CVS. Unplanned AFC/AVL equipment repairs scenarios should be stipulated in the contract as well.

The Consultant will pay particular attention to the operational rules and routines of transport operators. The consultant will prepare and propose business rules for dealing with particular circumstances in relation to failures of AFC and AVL equipment (should a vehicle be taken out of service if AFC or AVL equipment failure is reported, should it finish the trip to the final stop, etc.).

The Contract should include clearly stipulated rights and obligations of parties to the contract.

The Consultant will ensure that a particular attention is spared to the payment for VCS services calculation formula as well as service payment terms and conditions. The payment formula may include penalties for weak performance according to quantified performance targets, like targeted take up rates after launch of the system, annual fare revenue level, reliability of the equipment, i.e. number of breakdowns, etc.

The Consultant will stipulate in the draft Contract document very precise rules for handling funds collected through AFC system. This will include a very clear timetable for transferring fare revenue to the transport operator as well as rules for clearing.

The Consultant will propose a reporting framework under which transport operators will receive required and comprehensive information on the performance of the VCS, including but not limited to: number and type of different cards issued, number of different transactions made both on top-ups and amounts collected, breakdown on top-ups on different distribution channels and distributors, as well as on validations on particular operator's vehicles and routes, number and type of breakdown/failures of the system and equipment reported during relevant period, breakdown of cost of service, etc.

As part of the Contract a dedicated chapter/section will set out rules for registering and allocating vehicle to a particular shift on a particular route before commencement of the service, tracking and reporting breakdowns and registering reasons for such cases, checking out of the vehicle after stopping service provision.

The Consultant will assist the City and VCS to update the financial model of the project once the Supplier of an AFC system is selected and precise commercial terms are known. The Contracts' relevant formulae will be adjusted and calibrated if required.

TASK 5. Preparation of Vinnysia New Passenger and Luggage Carriage Rules

The Consultant will review national and local legislation regulating transportation of passengers and carriage of luggage and will propose required amendments to be approved by the City Council. New rules should formalise:

- usage of a contactless card as well as mobile phone applications as acceptable payment for local public transport services;
- obligation of the passenger to validate any type of card and ticket on it, including period and free of charge passes;
- to the extent possible under county's legislation, will limit cash based transactions in large number of small coins and large value banknotes;
- new methods of ticket inspection, if envisaged;
- establish responsibilities of VCS as an owner and provider of an AFC services on the City's public transport.

Before preparing new draft of rules, the Consultant will discuss existing gaps and constrains of the existing rules with the representatives of the City, VCS, and transport operators. These shortcomings will be documented and addressed in the first draft of rules.

The Consultant will provide the City, VCS and transport operators with the draft of new rules and request their written comments, including comments from the City's legal department. After receipt of feedback the Consultant will revise the draft and send the final version of new rules to the City.

TASK 6. Development of Tender Documentation Package for Transport

The Consultant will review current bus and minibus route tendering document package, relevant laws and point out main limitations and restrictions.

The Consultant will carry out necessary interviews with the City representatives and private operators to identify gaps and deficiencies of current route tendering system.

Based on the PSC developed for VTC the Consultant will draft an adopted PSC for private bus and minibus operations taking into account additional risks and particularities of the market.

The Consultant will draft new tender documentation package. Amongst other issues the Consultant will try to address the following:

- Duration of contracts to offer operators longer term contracts and safeguard City's interest with balanced and affective contract termination clauses and mechanism;
- With a set of different tools to minimise or limit subcontracting practices;
- Ensure minimal size of transport operator is kept to be big enough to ensure full provision of services (including reserve fleet) on one route;
- Ensure contract change mechanism is sufficient enough and allows the City to change scope of service within pre-agreed range as well as the route itself;
- Ensure route tendering procedure allows sufficient competition, time for preparation of bids, as well as reasonable time between contract award and commencement of services in case operators is required to deliver new fleet for the first contract date;
- Adequate and balanced penalty mechanism to establish sufficient incentive for private operator to seek highest performance levels at the same time ensure penalties are not threatening financial sustainability of the business;
- Set out same set of terms and conditions for implementation of AFC and AVL system as for VTC.

The Consultant will provide the City with an electronic template financial model in MS Excel to allow modelling of route cost and planned fare revenue at the pre-tender stage.

The full set of tender document package should include: description of the tender procedure, recommended bidders qualification criteria and proposal evaluation criteria, minimum requirement to the services, template for operational plan, potentially template business plan with a basic template financial model in MS Excel sheet to be filled in, list of documents to be provided.

4. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLES

The Consultant will sign the contract with the City and will report to the Director of Department for Energy, Transport and Communication. The Consultant will liaise as required with the EBRD's Denis Gaiovy in Kyiv and transport specialist in EBRD's London Head Office. The Assignment is expected to start within four months from loan agreement signing and have a duration of 24 months.

The Consultant will be responsible for arranging accommodation and local and international transportation for staff. It is anticipated that the Consultant have a strong local counterpart in terms of legal advise and liaison with the Client. The Consultant will be responsible for all salaries, fees, allowances, insurance, leave pay and taxes for the staff involved in the assignment.

It is expected that the City will provide the Consultant free of charge with furnished, office accommodation and access to telephones fax and internet. All calls and internet service costs are to be paid by the Consultant.

All available project information, reports and documents will be made available for the Consultant by the VCS and the City.

All documentation and MS Excel financial models related to the contracts will remain the property of the Company after completion of the assignment. The Consultant shall not publish, use or dispose of this documentation without the written consent of the City.

The City may from time to time request the Consultant to produce an ad hoc report. The reports shall be prepared in the Ukrainian and English languages.

Document	No. of copies in Ukrainian	No. of copies in English	Electronic copy send via email	Deadline
Initial Report, describing <ul style="list-style-type: none"> - Summary on data collected and reviewed; - initial analysis on existing legal framework; - assessment of the City's public transport market and players; - confirmation of the assignment work plan 	2	2	v	M + 2 months
Draft principles, vision and goals for PT Strategy	-	-	v	M + 3 months
Draft final PT Strategy Document	-	-	v	M + 3 months
Public presentation of the PT Strategy	1	-	v	M + 7 months
Final PT Strategy Document under Task 1	5	1	v	M + 9 months
Draft Agreement for Implementation and Operation of an AFC/AVL system under Task 2	2	1	v	M + 4 months
Workshop on preparation of Agreement for Implementation and Operation of an AFC/AVL system under Task 2	v	-	-	M + 5 months
Draft final Agreement for Implementation and Operation of an AFC/AVL system under Task 2	2	1	v	M + 7 months
Final Agreement for Implementation and Operation of an AFC/AVL system under Task 2	2	1	v	M + 10 months
Report on Initial proposal on PSC structure including draft financial model under Task 3	-	-	v	M + 4 months
Draft PSC between the City and VTC	1	1	v	M + 7 months

Final PSC between the City and VTC	4	1	v	M + 12 months
Report on goals, main principles, and primary terms and conditions for Fare Revenue Collection Contract, as well as set of report on transport operators and VCS operational business rules under Task 4 .	1	1	v	M + 5 months
Draft Fare Revenue Collection Contract under Task 4	-	-	v	M + 12 months
Final Fare Revenue Collection Contract under Task 4	1	1	v	M + 16 months
Draft Passenger and Luggage Carriage Rules under Task 5	5	-	v	M + 14 months
Final Passenger and Luggage Carriage Rules under Task 5	5	1	v	M + 18 months
Report with legal analysis and recommendations for tender documentation improvement including analysis on introduction of the PSC for private operators	1	1	v	M + 10 months
Draft PCS for private operators, draft financial model and tender documents	1	1	v	M + 14 months
Final template tender documentation package including PSC and financial model under Task 6	1	1	v	M + 18 months
Draft Final Report	4	1	v	M + 22 months
Final Report	4	1	v	M + 24 months

M = commencement date of the assignment

Not later than in five weeks upon commencement of services the Consultant will prepare and submit the draft **Inception Report** to the City with a copy to the EBRD. This report will include summary information on facts collected in relation to tasks outlined in these Terms of Reference, issues acknowledged, further analysis to be done, and the updated work plan.

The Consultant will prepare a draft of the Final Report one month prior to the end of the Contract and deliver it to the City and the Bank. The Final Report will in fact be a review of all of the Consultant's work and deliverables under this scope of work, the level of fulfilment of each of the task and conclusions. Upon receipt of the Company's comments and suggestions the Consultant will prepare the final version of the report.

RULES FOR THE PREPARATION OF INVOICES

The following points shall be observed when submitting invoices for payment.

- **All invoices except for the advance payment shall be addressed and sent to:**

The original invoice and supporting documentation shall be sent to the Client at:

VINNYTSIACARTSERVIS
64 Soborna Str
VINNYTSYA
21050
Ukraine

With a copy sent simultaneously to the Bank at:

Invoice Control
European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
UK

The Consultant should note that the copy of the invoice sent to the Bank is for its information only. The Consultant should be aware that the Bank will not be authorised to release payment for the invoice until the original invoice is approved and forwarded to the Bank by the Client.

The Invoice for the advance payment should be addressed and sent directly to EBRD for payment.

- The Contract number and commitment number shall be quoted on the invoice.
- Invoices shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- The Bank will only make payments after (i) an original signed copy of the Contract has been sent to Technical Cooperation (ii) submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable) and (iii) confirmation from the Client that the invoice is in order.
- Invoice payments will be made by direct transfer to a bank account.
- Full details of the bank account where payment shall be made must be supplied on the invoices, including currency of the account.
- Period during which Services were performed must be stated.
- Invoices shall be itemised in the order set out in Schedule B.
- Fees and per diem allowances must be invoiced as per Clause 3.04 of the Contract.
- Exchange rates should be stated in the invoice.
- Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Consultants for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Consultant's obligations for performing the Services have been

SCHEDULE B**Staffing Schedule and Breakdown of Costs**

(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

Ukraine: Vinnytsia Automatic Fare Collection-Regulatory Framework

EUR

1. Fees :

Name of Expert	Job Title	Lump sum payments against deliverables	Total
Iryna Bakina	Legal expert	Payments to be made according to: Appendix I - 3.06a - Mode of Billing and Payment	288,750.00
Kristina Chakarova	Transport economist		
Nazar Chernyavsky	Legal expert		
Ellina Epalte-Drulle	Public transport expert		
Bryan Epstein	GIS expert		
Igor Goldberg	Transport survey and data collection		
Mindaugas Grigelis	Public transport expert		
Egle Juodsnukyte	Financial adviser		
Paulius Keras	Transport expert		
Gintaras Neniskis	AFC expert		
Olexander Olshansky	Public Procurement expert		
Oleksandr Padalka	Legal expert		
Volodymyr Pyrozhenko	Assistant Project Manager		
Dovydas Ragelis	Project manager		
ANTANAS SPECKAUSKAS	Project Manager		
Pavlo Shevchenko	Local procurement Specialist		
Udi Vinter	Transport planner		
Total Fees:			<u>288,750.00</u>

4. Contingencies: (utilisation only after prior approval in writing by the Client)	0.00
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TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)	288,750.00
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Invoices must be prepared according to the attached Rules for the Preparation of Invoices. The Bank and the Client shall not be responsible for delays in paying invoices if the Consultant's invoices do not comply with the attached Rules. Unless otherwise stated, any equipment included in the Contract and purchased by the Consultant shall be disposed of at the end of the Contract as may be directed by the Bank.

fulfilled and the Client has confirmed completion of the Services. The "Final Invoice" must be submitted within three months of the completion of the Services or the expiry date of the Contract.

- Reimbursable expenses, including Air Travel, Local Travel and Miscellaneous costs must be invoiced in the currency of the Contract, according to Clause 3.02 of the Contract. For reimbursement of air travel costs, original ticket stubs must be submitted, together with boarding cards and travel agency receipts. Exchange rates for reimbursable expenses should be stated in the invoice. Conversions shall be made at the rates published in the Financial Times on the first Monday of the relevant month (the month that the invoice was prepared) if it is convertible or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses.
- A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- Purchase of goods will be subject to the Bank's Procurement Policies and Rules in particular paragraphs 3.12 and 3.13.
- Any applicable indirect tax, including VAT chargeable by the Consultant shall be separately itemised on the invoices; such amounts shall not be paid with the Grant funds by the Bank and shall be recoverable directly from the Client.
- Any questions regarding these Rules should be addressed to the Senior Budget Officer, Technical Cooperation, telephone: + 44 20 7338 6927.

Subject: Amendment No. C32827rev/EUMF-2015-08-03 /a1 to Consultancy
Contract No. C32827rev/EUMF-2015-08-03 for “Vinnytsia Automatic Fare
Collection - Regulatory Framework”

The above-mentioned Consultancy Contract is hereby amended as follows:

Appendix I, 1.04 - The End Date is amended to 31 December 2018.

All other terms and conditions of the original Consultancy Contract shall remain unchanged.

For and on behalf of the parties herein I accept the amendments as set out in this document.

VINNYTSIACARTSERVIS



Kateryna Babina

Date:

Civitta UAB

[Signature]

Date:

18.01.2018

**CONSULTANCY CONTRACT EXTENSION
No. C41909/1017/5304**

To

ORIGINAL CONSULTANCY CONTRACT No. C32827rev/EUMF-2015-08-03

**Ukraine: Vinnytsia Automatic Fare Collection Project - Strengthening of the Public
Transport Regulatory Framework**

between

VINNYTSIACARTSERVIS ME

and

Civitta UAB

18 September 2019

CONSULTANCY CONTRACT EXTENSION

Consultancy Contract Extension No. **C41909/1017/5304** dated **18 September 2019** to Revised Consultancy Contract No. **C32827rev/EUMF-2015-08-03** dated **19 January 2016** between **Vinnytsiacartservis ME** of 64 Soborna Str, VINNYTSIA, 21050, Ukraine (the “**Client**”), and **Civitta UAB** of Gediminas Ave. 27, VILNIUS, Lithuania (the “**Consultant**”).

PREAMBLE

WHEREAS the **European Bank for Reconstruction and Development** (the “**EBRD**” or the “**Bank**”) with its Headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, acting as administrator of the grant funds provided by **EBRD Shareholders Special Fund** (the “**Donor**”), and the **Client** entered into the Grant Agreement No. **C32827rev/EUMF-2015-08-03** dated **19 January 2016** (the “**Original Grant Agreement**”) for the provision of consulting services for the assignment **Ukraine: Vinnytsia Automatic Fare Collection Project - Regulatory Framework** (the “**Services**”);

WHEREAS the **Client** and the **Consultant** entered into Revised Consultancy Contract No. **C32827rev/EUMF-2015-08-03** dated **19 January 2016** (the “**Original Consultancy Contract**”) for provision of the Services substantially in the form attached as Appendix B to the Original Grant Agreement;

WHEREAS the Client requested additional technical co-operation from the EBRD and the Donor has approved and agreed to make available funds of up to **EUR 93,249.00** on a grant basis (the “**Additional Grant**”) to be administered by the EBRD and to finance the additional Services of the Consultant;

WHEREAS the Client intends to enter into Consultancy Contract extension with the Consultant for provision of additional Services (the “**Consultancy Contract Extension**”) for **Ukraine: Vinnytsia Automatic Fare Collection Project - Strengthening of the Public Transport Regulatory Framework** for a ceiling amount of **EUR 93,249.00** in accordance with the terms and conditions set forth hereinafter;

NOW THEREFORE the parties agree the following express terms for the Consultancy Contract Extension:

1. The specific provisions of the Consultancy Contract Extension are set out in Appendix 1.
2. The Terms of Reference for the Consultancy Contract Extension are attached (Schedule A).
3. The total value of this Consultancy Contract Extension is **EUR 93,249.00**. A Breakdown of Costs for the Extension is attached (Schedule B).
4. On its invoices for the extension period the Consultant shall quote the Consultancy Contract Extension.
5. Clause 1.04 of Appendix I of the Original Consultancy Contract is amended. The new End Date of the Original Consultancy Contract shall be **31 December 2019**.

All other terms of the Original Consultancy Contract shall remain unchanged and shall apply to this Contract Extension.

IN WITNESS WHEREOF the parties acting through their duly authorised representatives have caused this Consultancy Contract Extension in the English language to be signed, each considered an original as of the day and year first above written.

Vinnitsiacartservis ME

.....
Name

.....
Date

Civitta UAB

Juri Pichaykaitė
.....
Name

18 September 2019
.....
Date

Enclosed:

Appendix I
Schedule A
Schedule B

Consultancy Contract Extension - Specific Provisions
Terms of Reference for Extension
Staffing Schedule and Breakdown of Costs for Consultancy
Contract Extension

APPENDIX I

Consultancy Contract Extension - Specific Provisions

1.04 Start and End Dates

Except as the Client may otherwise agree, the Consultant shall commence the additional Services for the Consultancy Contract Extension on **18 September 2019** (such date being called the “**Start Date**”). The Services shall be completed on or before **31 December 2019** (such date being called the “**End Date**”).

3.01b Maximum Contract Amount

Payments under this Consultancy Contract Extension shall not exceed the aggregate amount of **EUR 93,249.00**. A Breakdown of Costs for the extension period (addition to Schedule B) is attached to this Contract Extension. The total maximum payment (the “**Maximum Contract Amount**”) (Original Contract plus Contract Extension) as per Clause 5 of the original Contract shall now read **EUR 381,999.00**. This amount does not include any indirect taxes, including VAT, if chargeable in respect of the Services or this Contract provided hereunder.

3.06a Mode of Billing and Payment

Payments under this Consultancy Contract Extension shall be made in EUR, as lump sums payable upon submission by the Consultant of an original invoice and in accordance with the following payment schedule:

- **EUR 16 624.5 payable upon Client’s acceptance of (and EBRD no objection to) updated PSC**
- **EUR 16 624.5 payable upon Client’s acceptance of (and EBRD no objection to) updated Agreement for Implementation and Operation of AFC/AVL systems**
- **EUR 20 000 payable upon Client’s acceptance of (and EBRD no objection to) Report on updates on respective laws as described under Task 2**
- **EUR 20 000 payable upon Client’s acceptance of (and EBRD no objection to) Report on fare structure**
- **EUR 20 000 payable upon Client’s acceptance of (and EBRD no objection to) updated financial model based on new transport fare structure**

SCHEDULE A

TERMS OF REFERENCE

for

Consultancy Contract Extension No. C41909/1017/5304 – Ukraine: Vinnytsia Automatic Fare Collection Project - Strengthening of the Public Transport Regulatory Framework

Consultant to note that the original Terms of Reference have been amended to incorporate additional tasks as highlighted below.

1. BACKGROUND

The European Bank for Development and Reconstruction (the “EBRD”) was approached by the City of Vinnytsia (the “City”) to assess the possibility of financing an Automated Fare Collection (an “AFC”) and, as part of it, an Automated Vehicle Location (an “AVL”) system for the City.

A new special purpose municipally-owned company called Municipal Enterprise Vinnytsia Card Service (the “VCS”) was established on 12 December 2014 to implement the AFC system and then further expand it to other services in the City. The Project is called Vinnytsia Card at the City level. The system will include an AVL sub-system to track municipal public transport vehicles and offer modern dispatch services for the City and transport operators.

It is planned to have an AFC system where users are issued with contactless smart cards (“e-cards”) carrying information with stored value or purchased tickets and other products. It is planned that the e-card will be able to carry equivalents of money, various public transport tickets and be suitable for other dedicated applications including access to City services, parking or potentially bicycle rental.

The e-cards will be optionally personalised. Personalised e-cards will have a set of personal data printed on them to identify the card holder and give access to certain pre-defined benefits, like discounts for public transport services. Personalised e-cards will be issued for groups of citizens entitled for free of charge or lower fare (concessionary) public transport services. The City may decide to issue personalised cards free of charge or take a deposit.

The current fare collection system in the City is obsolete. The system is based on monthly paper passes and single fares collected as cash on-board by conductors. High cost and fare evasion along with cash leakage are the primary shortcomings of the current system. According to initial estimates, benefits from a new AFC system could cover its costs. The expected direct benefits of the system will be brought with increased revenues from tickets, reduced cash leakage and lower operating expenses. The AFC system will cover all public transport services in the City, including private ones rendered by private minibuses operators.

According to the City’s plans the new AFC system will allow the tracking of the public transport fleet. This will be used to monitor transport operator performance and adjust municipal payments in line with operators’ actually delivered kilometres. It should

improve service quality by facilitating greater focus on the reliability of services by transport operators, but also providing real time information to users on the expected arrival of vehicles at bus stops.

At the initial implementation stage VCS will be financed from municipal budget transfers. After the completion of the AFC deployment stage their payment will be provided from fare revenue collected through the system. Part of the payment from the transport operators to VCS will come as a fixed amount of rent for the system's equipment, while the other part will depend on the performance and directly related to the value of transactions done on the AFC system. The City and VCS may also decide to charge for provision of AVL dispatch equipment to operators separately.

The bulk of the public transport supply (circa 75 per cent) is provided by Vinnytsia Transport Company ("VTC") formerly "Vinnytske Tramvaino – Trolleybusne Upravlinnya" ("TTU"), whose tram, trolleybus and bus fleet will be the basis to introduce AFC system. However the City intends to implement the new system on all public transport services, including private operators (i.e. 200 minibuses).

The City is in the process of a major overhaul of its public transportation infrastructure. In 2010 the City received from Zurich 116 second-hand trams (93 of which are currently operational) funded by a grant from the Swiss State Secretariat for Economic Affairs. In 2011 the City replaced all of the tram fleet with the second-hand trams from Switzerland and installed Wi-Fi access points in the trams to increase their popularity. In 2012-2013 the City received UAH 63 million (EUR 6.1 million) of state grant for the purpose of completing the tram loop which should result in sizable cost savings as well as an increase in ridership. Finally the City received an approval for UAH 113.5 million (EUR 10.4 million) of state guarantees and a grant covering half of the principal and interest repayment, to upgrade the trolleybus fleet (with an average age of 24 years) and expand the bus fleet by 40 and 30 units respectively.

2. OBJECTIVES

The overall objective of this assignment is to support the City with strengthening their public transport regulatory framework, including assisting in the drafting of a Public Transport Strategy, an Agreement on the Implementation of the AFC system, Public Service Contracts, Fare Revenue Collection Service Contracts and a new set of rules regarding passenger and luggage carriage. The assignment will also assist the City in preparing a tender documentation package.

It is expected that with the involvement of the selected consultant (the "Consultant"), the Company will have access to best international practice and advice on specific technical issues as they arise.

3. SCOPE OF WORK

The Consultant will review available documents, including technical and legal due diligence reports prepared during project preparation stage. The Consultant will also review all relevant City Council decisions, charter of the VCS and contract between the Mayor and manager of the VCS.

TASK 1. Assistance in Drafting the City's Public Transport Strategy

The City recently had a number of studies and surveys carried out in relation to improvements in the public transport sector. These include the compilation of a transport model, the assessment of public transport passenger flows, the development of the new route network and the development of a new urban transport concept for the central part of the City. Nevertheless all this work was little coordinated or was developed under common vision and goals. Therefore there is a need to introduce a single formalised vision and strategy for City's public transport development.

The City's Strategy for public transport sector development should include:

- a brief summary of the Strategy;
- an assessment of public transport system's and Key Performance Indicators ("KPIs") of main players,
- identify main issues and problems,
- stipulate main principles for new strategy to be based on,
- establish a vision, and quantified, timed and measurable goals,
- set out measures and timeline for achieving these goals, as well as resources required.

The Consultant will also identify and propose key positions and institutions responsible for strategy adoption and implementation, as well as procedure for the revision of the Strategy, its links to the Master Plan and other main documents.

The City will approve the Strategy at the City Council. However, before approval, the draft will be presented and discussed publicly. The Consultant will assist the City in the presentation and discussion of the draft Strategy.

The City's performance in achieving goals and measures set out in the Strategy should be disclosed to the inhabitants of the City and published by the City on the website or in an annual report. Therefore the Consultant will propose a template report as an annex to the Strategy.

TASK 2. Drafting an Agreement between the City and VCS for the Implementation and Operation of an AFC/AVL system

The Consultant will formalise/stipulate the City's objectives of the AFC system implementation and discuss the envisaged principles to serve as the basis of the agreement.

The Consultant will support the City in drafting the agreement between VCS and VCC to enable the implementation and operation of the AFC and AVL system. This shall include the governance mechanism for oversight of VCS's operations by VCC and relevant transport operators, as well as:

- Primary purpose of VCS;
- Clear stipulation of rights, functions and delegated responsibilities;
- An indicative AFC system timetable for (i) implementation stage with main milestones, like tender, contract negotiations and contract award, launch of pilot of AFC system, commissioning of the AFC and AVL system, and targeted take-up plan, as well as (ii) resource plan, including staff plan and financing;
- Rules for management of the fare revenue account where the funds from e- card top-ups with money equivalents and tickets will be transferred;
- Rules for the distribution of revenue received from different sources and for

different products;

- Clearing rules stipulating how fare revenue will be split between two operators in case one ticket was used for a trip by changing operators' service (mode, route, park&ride, etc.);
- Rules for disposal and use of unclaimed funds (e.g. amount on a tourist's expired e-card, etc.) at the end of the year;
- Performance schedule with KPIs and reporting requirements and performance mechanism including any penalties for non-performance;
- The change management mechanism for introducing changes in public transport fares and VCC and VCS's roles and obligations;
- A contract change control mechanism;
- List of sources for financing operations of VCS during different stages of AFC system implementation and operations;
- VCC's obligations for how transport operators are procured insofar as how the AFC and AVL systems are deployed and used;
- Dispute resolution mechanism.

The Consultant will provide the draft agreement for the City's and VCS review and follow up with a workshop to discuss and document comments, revisions and proposals.

The Consultant will amend documents (contracts, rules, etc) developed within Task 2 based on the functional characteristics of the AFC system, as well as the results of it testing. During introduction of AFC system after testing, the Consultant will also provide assistance in development of a decision of the City Council regarding the implementation of the AFC after testing approval of documents, the definition of more detailed requirements thereto after testing and so on as required by the laws of Ukraine.

The Consultant will ensure the Agreement is in line with the City's requirements in terms of style, contents and structure.

The Consultant will also review national legislation concerning transport, propose appropriate changes to it and provide related consultation to VCS. More precisely, the following tasks will be performed:

- Analysis of transport legislation and description of existing requirement preventing implementation of e-card system;
- Development of changes in laws on electric transport, on motor transport, on local self-government, on AFC system and e-card, participation in working groups;
- Participation in development of changes to bylaws according to changes in laws on AFC system and e-card, in particular on tariffs for use of public transport;
- Analysis of proposed changes to other normative legal acts on registrar of payments transaction, fees and possibilities to control fare payment not only by carrier;
- The Consultant will also assist with current issues that arise for VCS during the course of the project (for example, regarding the import of equipment of AFC system), provided the Consultant will not be required to carry out any substantial legal analysis to provide responses, such

responses will be provided orally or via brief emails.

TASK 3. Preparation of a Public Service Contract between the City and VTC

The Consultant will review the City's practices of public transport organization, including:

- procedures for awarding of a contract;
- actual division of rights and responsibilities between the City and the Company;
- planning and setting/agreeing of service scope (operational plan);
- setting of service quality parameters;
- monitoring of service provision and performance of operators;
- methodology for establishment of the budget;
- requirements for reporting, etc.,

The Consultant will also review existing regulatory framework. In particular, the order of transport ministry on subsidising public transport services (Ministry of Transport of Ukraine Order no.256, 04.03.2002) and regulations on taxation of payments from the City budget.

The Consultant will prepare a basic structure of the PSC and supporting financial model for the review and comments of the City and VTC. It should include:

- general annual operational plan for each mode based on previous periods;
- statistical data on annual number of planned, empty, delivered, cancelled vehicles kilometres for each of VTC mode in last three years;
- annual cost of service and actual cost of service of vehicle kilometer for each VTC mode (tram, trolleybus and bus);
- breakdown of income indicating income from fare revenue, compensation for concessionary passengers, subsidy and other.

The Consultant will model the VTC budget in terms of the actual cost of services, also the eligible budget based on cost of vehicle km price and carried passengers, and demonstrate the effect of such method of payment compared with conventional methodology. The Consultant will present the formula for calculation of municipal subsidy and demonstrate its application with numbers (e.g. $\text{subsidy} = \text{number of km} \times \text{km cost} - \text{fare revenue}$ and compensation for concessionary passengers).

The model should present the current situation with conductors being basis for fare revenue collection and a scenario where VCS is in charge of it and VTC is paying for service.

A similar model should be created by the Consultant for an average minibuss route once the model for VTC is accepted by the City.

Once the City agrees on the basic principles and methodology for the PSC, the Consultant will prepare a full draft document for VTC's and the City's review. The PSC will include the following:

- rights and responsibilities of contract parties
- stipulation of public transport operator's obligation to outsource fare revenue collection services to the City's appointed third party (VCS);
- stipulation of operator's obligation to outsource enforcement of fare revenue protection services (ticket inspectors) to the City's appointed third party (VCS);
- rules and calendar for service planning;

- scope of service and annual operational plan for each mode;
- terms and conditions for changing/amending the ordered scope of service, including requirements for notices;
- service quality requirements to be monitored by the City, like cleanliness of the vehicles, regularity, punctuality, politeness of drivers;
- cost of services for each mode;
- calculation of service unit cost/price (e.g. vehicle km price);
- annual indexation formulae of service unit cost/price based on officially published indexes;
- penalty mechanism for cancelled services or reported deviation from agreed service standard and mechanism for application of penalty system;
- transport operator's annual budget calculation formula;
- transport operator's annual subsidy calculation formula;
- transport operator's monthly subsidy calculation formula;
- subsidy payment terms and conditions;
- contract monitoring and reporting mechanism, i.e. what reports and how often the public transport operator should provide to the City, also its content and format;
- *force majeure*;
- contract duration;
- dispute resolution mechanism;
- contract termination clauses.

The draft PSC will be provided to the City and transport operators for their review and comments. **The Consultant will amend developed draft PSC based on the functional characteristics of the AFC system, as well as the results of its testing and received formal written comments with an attempt to finalize the template.**

The Consultant will provide the City with an electronic template MS Excel model to calculate vehicle kilometre cost/price for different operators, annual budget, forecast fare revenue, compensations for concessionary passengers and subsidies required. The model should allow the City to input specific indexes for indexation of the vehicle kilometre cost/price and forecast budget pending.

The Consultant will review international experience on transport fare structure and develop appropriate for Vinnytsia transport fare structure that considers the financial sustainability of the system, customer convenience, and ridership, without prioritising one at the cost of another. The aim of this structure is to recover 100 percent of the Operational and management cost in the short term, and 100 percent of capital cost along with acceptable profits in the long run. The fare structure should:

- create contingency funds to meet all short falls in revenue due to fluctuating costs, travel demands, or any other performance parameters;
- be passenger friendly. The tariff structure should not only ensure the full recovery of all input costs, but also take into account the fluctuations over a period of time;
- be priced so as not to cause hardships to low-income commuters and in turn cause socio-political problems;
- must be aligned with the laws of Ukraine.

The Consultant will also prepare recommended procedure on revision of the structure on a regular basis to effect changes in customer fares. After that, the Consultant will update financial model based on new transport fare structure. Simultaneously, the Consultant will propose amendments into Ukrainian legislation on tariffs to take into account leading international practices.

TASK 4. Preparation of Fare Revenue Collection Service Contracts between VCS and transport operators

Taking into consideration the envisaged contractual structure of the system and final principles of the AFC system, as well as main terms and conditions of the Agreement for Implementation and Operation of an AFC/AVL systems, the Consultant will outline goals, main principles, and primary terms and conditions for Fare Revenue Collection Contract between the VCS and transport operators. The Contract will include a separate section dedicated to AVL system's functionality, performance and rules.

Based on the envisaged project structure, the AFC and AVL system equipment should remain in the ownership of VCS. Transport operators should provide their fleet and premises and agree sufficient time for installation and later maintenance of the equipment. The planned maintenance of the equipment will be stipulated according to the final maintenance agreement between supplier of the system and CVS. Unplanned AFC/AVL equipment repairs scenarios should be stipulated in the contract as well.

The Consultant will pay particular attention to the operational rules and routines of transport operators. The consultant will prepare and propose business rules for dealing with particular circumstances in relation to failures of AFC and AVL equipment (should a vehicle be taken out of service if AFC or AVL equipment failure is reported, should it finish the trip to the final stop, etc.).

The Contract should include clearly stipulated rights and obligations of parties to the contract.

The Consultant will ensure that a particular attention is spared to the payment for VCS services calculation formula as well as service payment terms and conditions. The payment formula may include penalties for weak performance according to quantified performance targets, like targeted take up rates after launch of the system, annual fare revenue level, reliability of the equipment, i.e. number of breakdowns, etc.

The Consultant will stipulate in the draft Contract document very precise rules for handling funds collected through AFC system. This will include a very clear timetable for transferring fare revenue to the transport operator as well as rules for clearing.

The Consultant will propose a reporting framework under which transport operators will receive required and comprehensive information on the performance of the VCS, including but not limited to: number and type of different cards issued, number of different transactions made both on top-ups and amounts collected, breakdown on top-ups on different distribution channels and distributors, as well as on validations on particular operator's vehicles and routes, number and type of breakdown/failures of the system and equipment reported during relevant period, breakdown of cost of service, etc.

As part of the Contract a dedicated chapter/section will set out rules for registering and allocating vehicle to a particular shift on a particular route before commencement of the service, tracking and reporting breakdowns and registering reasons for such cases, checking out of the vehicle after stopping service provision.

The Consultant will amend developed draft Agreement for Implementation and Operation of AFC/AVL systems based on the functional characteristics of the AFC/AVL system, as well as the results of it testing.

The Consultant will assist the City and VCS to update the financial model of the project once the Supplier of an AFC system is selected and precise commercial terms are known. The Contracts' relevant formulae will be adjusted and calibrated if required.

TASK 5. Preparation of Vinnytsia New Passenger and Luggage Carriage Rules

The Consultant will review national and local legislation regulating transportation of passengers and carriage of luggage and will propose required amendments to be approved by the City Council. New rules should formalise:

- usage of a contactless card as well as mobile phone applications as acceptable payment for local public transport services;
- obligation of the passenger to validate any type of card and ticket on it, including period and free of charge passes;
- to the extent possible under county's legislation, will limit cash based transactions in large number of small coins and large value banknotes;
- new methods of ticket inspection, if envisaged;
- establish responsibilities of VCS as an owner and provider of an AFC services on the City's public transport.

Before preparing new draft of rules, the Consultant will discuss existing gaps and constrains of the existing rules with the representatives of the City, VCS, and transport operators. These shortcomings will be documented and addressed in the first draft of rules.

The Consultant will provide the City, VCS and transport operators with the draft of new rules and request their written comments, including comments from the City's legal department. After receipt of **full information about the functional characteristics of the AFC system, as well as the results of it testing and** feedback the Consultant will revise the draft and send the final version of new rules to the City.

TASK 6. Development of Tender Documentation Package for Transport

The Consultant will review current bus and minibus route tendering document package, relevant laws and point out main limitations and restrictions.

The Consultant will carry out necessary interviews with the City representatives and private operators to identify gaps and deficiencies of current route tendering system.

Based on the PSC developed for VTC the Consultant will draft an adopted PSC for private bus and minibus operations taking into account additional risks and particularities of the market.

The Consultant will draft new tender documentation package. Amongst other issues the Consultant will try to address the following:

- Duration of contracts to offer operators longer term contracts and safeguard City's interest with balanced and affective contract termination clauses and mechanism;
- With a set of different tools to minimise or limit subcontracting practices;
- Ensure minimal size of transport operator is kept to be big enough to ensure full provision of services (including reserve fleet) on one route;
- Ensure contract change mechanism is sufficient enough and allows the City to change scope of service within pre-agreed range as well as the route itself;
- Ensure route tendering procedure allows sufficient competition, time for preparation of bids, as well as reasonable time between contract award and commencement of services in case operators is required to deliver new fleet for the first contract date;
- Adequate and balanced penalty mechanism to establish sufficient incentive for private operator to seek highest performance levels at the same time ensure penalties are not threatening financial sustainability of the business;
- Set out same set of terms and conditions for implementation of AFC and AVL system as for VTC.

The Consultant will provide the City with an electronic template financial model in MS Excel to allow modelling of route cost and planned fare revenue at the pre-tender stage.

The full set of tender document package should include: description of the tender procedure, recommended bidders qualification criteria and proposal evaluation criteria, minimum requirement to the services, template for operational plan, potentially template business plan with a basic template financial model in MS Excel sheet to be filled in, list of documents to be provided.

4. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLES

Unless otherwise instructed, the Consultant will report to the Director of Department for Energy, Transport and Communication. The Consultant will also liaise as required with the EBRD's Operation Leader Mykhailo Strelnikov (StrelniM@ebrd.com) in Kyiv and transport specialist in EBRD's London Head Office.

All available project information, reports and documents will be made available for the Consultant by the VCS and the City.

All documentation and MS Excel financial models related to the contracts will remain the property of the Company after completion of the assignment. The Consultant shall not publish, use or dispose of this documentation without the written consent of the City.

The City may from time to time request the Consultant to produce an ad hoc report. The reports shall be prepared in the Ukrainian and English languages.

Document	No. of copies in	No. of copies in	Electronic copy send	Deadline
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	Ukrainian	English	via email	
Initial Report, describing <ul style="list-style-type: none"> - Summary on data collected and reviewed; - initial analysis on existing legal framework; - assessment of the City's public transport market and players; - confirmation of the assignment work plan 	2	2	v	M + 2 months
Draft principles, vision and goals for PT Strategy	-	-	v	M + 3 months
Draft final PT Strategy Document	-	-	v	M + 3 months
Public presentation of the PT Strategy	1	-	v	M + 7 months
Final PT Strategy Document under Task 1	5	1	v	M + 9 months
Draft Agreement for Implementation and Operation of an AFC/AVL system under Task 2	2	1	v	M + 4 months
Workshop on preparation of Agreement for Implementation and Operation of an AFC/AVL system under Task 2	v	-	-	M + 5 months
Draft final Agreement for Implementation and Operation of an AFC/AVL system under Task 2	2	1	v	M + 7 months
Final Agreement for Implementation and Operation of an AFC/AVL system under Task 2	2	1	v	M + 10 months
Report on updates on respective laws as described under Task 2	1	1	v	M + 36 months
Report on Initial proposal on PSC structure including draft financial model under Task 3	-	-	v	M + 4 months
Draft PSC between the City and VTC	1	1	v	M + 7 months
Final PSC between the City and VTC	4	1	v	M + 12 months
Report on fare structure under Task 3	1	1	v	M + 36 months
Report on goals, main principles, and primary terms and conditions for Fare Revenue Collection Contract, as well as set of report on transport operators and VCS operational business rules under Task 4.	1	1	v	M + 5 months
Draft Fare Revenue Collection Contract under Task 4	-	-	v	M + 12 months
Final Fare Revenue Collection Contract under Task 4	1	1	v	M + 16 months
Draft Passenger and Luggage Carriage Rules under Task 5	5	-	v	M + 14 months
Final Passenger and Luggage Carriage Rules under Task 5	5	1	v	M + 18 months
Report with legal analysis and recommendations for tender documentation improvement including analysis on introduction of the PSC for private operators	1	1	v	M + 10 months
Draft PCS for private operators, draft financial model and tender documents	1	1	v	M + 14 months
Final template tender documentation package including PSC and financial model under Task 6	1	1	v	M + 18 months
Draft Final Report	4	1	v	M + 22

				months
Final Report	4	1	v	M +24 months

M = commencement date of the assignment

The Consultant will prepare a draft of the Final Report one month prior to the end of the Contract and deliver it to the City, with a copy to the Bank. The Final Report will in fact be a review of all of the Consultant's work and deliverables under this scope of work, the level of fulfilment of each of the task and conclusions. Upon receipt of the Company's comments and suggestions the Consultant will prepare the final version of the report.

SCHEDULE B**BREAKDOWN OF COSTS (exclusive of VAT)**

for

Consultancy Contract Extension No. C41909/1017/5304– Ukraine: Vinnytsia Automatic Fare Collection Project - Strengthening of the Public Transport Regulatory Framework

EUR

Names of Experts	Job Titles	Description	Total
Iryna Bakina	Legal Expert	Fees and reimbursable expenses to be paid on a lump sum basis in accordance with the schedule set out under Appendix 1 of the Consultancy Contract: Clause 3.06a Mode of Billing and Payment.	93,249.00
Kristiana Chakarova	Transport Economist		
Nazar Chernyavsky	Legal expert		
Ellina Epalte-Drulle	Public Transport Expert		
Bryan Epstein	GIS expert & Operational Planning		
Igor Goldberg	Transport Survey and Data Collection		
Mindaugas Grigelis	Public Transport Expert		
Egle Juodsnukyte	Financial Adviser		
Paulius Keras	Transport Expert		
Tetiana Kolomiets	Project Coordinator		
Gintaras Neniskis	AFC/AVL specialist		
Olexander Olshansky	Legal expert/ Public Procurement Expert		
Oleksandr Padalka	Legal Expert		
Volodymyr Pyrozhenko	Project Manager Assistant		
Dovydas Ragelis	Project Manager		
Pavlo Shevchenko	Local Procurement and Contract Specialist		
Antanas Speckauskas	Senior Project Manager		
Udi Vinter	Transport Planner		
Total, including all Fees and Expenses:			93,249.00

TOTAL MAXIMUM PAYMENT CONSULTANCY CONTRACT EXTENSION (Contract Ceiling Amount)	93,249.00
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REVISED TOTAL MAXIMUM PAYMENT (Contract Ceiling Amount) (Original Consultancy Contract plus Consultancy Contract Extension)	381,999.00
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Invoices must be prepared according to the attached Rules for the Preparation of Invoices. The Bank and the Client shall not be responsible for delays in paying invoices if the Consultant's invoices do not comply with the attached Rules. Unless otherwise stated, any equipment included in the Contract and purchased by the Consultant shall be disposed of at the end of the Contract as may be directed by the Bank.

RULES FOR THE PREPARATION OF INVOICES

The following points shall be observed when submitting invoices for payment.

- **All invoices shall be addressed and sent to:**

The original invoice and supporting documentation shall be sent to the Client at:

**Vinnytsiacartservis ME
64 Soborna St
VINNYTSIA
21050
Ukraine**

With a copy sent simultaneously to the Bank at:

Invoice Control
European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
UK

- The Consultancy Contract Extension number and commitment number shall be quoted on the invoice.
- Invoices shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- The Bank will only make payments after (i) an original signed copy of the Contract has been sent to the Technical Cooperation Team (ii) submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable) and (iii) confirmation from the Client that the invoice is in order.
- Invoice payments will be made by direct transfer to a bank account.
- Full details of the bank account where payment shall be made must be supplied on the invoices, including currency of the account.
- Period during which Services were performed must be stated.
- Invoices shall be itemised in the order set out in Schedule B.
- Fees and per diem allowances must be invoiced as per clause 3.04 of the Contract.
- Exchange rates should be stated in the invoice.
- Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Consultant for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Consultant's obligations for performing the Services have been fulfilled and the Client has confirmed completion of the Services. The "Final Invoice" must be submitted within three months of the completion of the Services or the expiry date of the Contract.
- Reimbursable expenses, including Air Travel, Local Travel and Miscellaneous costs must be invoiced in the currency of the Contract, according to clause 3.04 of the Contract. For

reimbursement of air travel costs, original ticket stubs must be submitted, together with boarding cards and travel agency receipts.

- A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- Purchase of goods will be subject to the Bank's Procurement Policies and Rules in particular paragraphs 3.12 and 3.13.
- Any applicable indirect tax, including VAT chargeable by the Consultant shall be separately itemised on the invoices; such amounts shall not be paid with the Grant funds by the Bank and shall be recoverable directly from the Client.
- **Any questions regarding payment of invoices should be addressed by e-mail to Donor Funded Operations <GroupDonorFundedOperations@ebrd.com>.**

MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2016-05-30	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 28875.00

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
<table> <tr> <td>SWIFT KODAS (BIC) SWIFT CODE</td> <td>BANKO KODAS BANK CODE</td> </tr> </table>	SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2016-02-08

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2016053000715519
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2016-08-18	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 14437.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2016-05-18

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2016081800687809
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2016-11-11	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 25265.63

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA)	<input type="checkbox"/> MOKĖTOJAS PAYER (OUR)

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
<table> <tr> <td>SWIFT KODAS (BIC) SWIFT CODE</td> <td>BANKO KODAS BANK CODE</td> </tr> </table>	SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS / PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2016-07-07

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
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MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2016111100988155
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2016-11-16	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 14437.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
<table> <tr> <td>SWIFT KODAS (BIC) SWIFT CODE</td> <td>BANKO KODAS BANK CODE</td> </tr> </table>	SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE
SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE	
GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2016-04-06

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2016111601330740
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2016-12-15	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 14437.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
<table> <tr> <td>SWIFT KODAS (BIC) SWIFT CODE</td> <td>BANKO KODAS BANK CODE</td> </tr> </table>	SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE
SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE	
GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 0015

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2016121501087515
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2017-05-04	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 14437.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
<table> <tr> <td>SWIFT KODAS (BIC) SWIFT CODE</td> <td>BANKO KODAS BANK CODE</td> </tr> </table>	SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2017-03-01

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2017050400846236
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2017-10-17	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 14437.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
<table> <tr> <td>SWIFT KODAS (BIC) SWIFT CODE</td> <td>BANKO KODAS BANK CODE</td> </tr> </table>	SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 17070009

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTIŠ.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2017101700552837
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2017-11-16	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 14437.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA)	<input type="checkbox"/> MOKĖTOJAS PAYER (OUR)

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2017-09-20

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2017111600776588
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2018-11-15	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 109484.39

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA)	<input type="checkbox"/> MOKĖTOJAS PAYER (OUR)

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571876180

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
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GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS / PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2018-07-02

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
I HAVE FAMILIARIZED MYSELF WITH GENERAL CONDITIONS OF DEALING WITH AND SERVICING THE CUSTOMERS OF THE BANK, PAYMENT SERVICES PROVISION CONDITIONS OF THE BANK AND WITH EFFECTIVE CHARGES FOR SERVICES AND OPERATIONS APPLIED BY THE BANK AND I COMMIT MYSELF TO COMPLY THEREWITH.

MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2018111500783414
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2021-04-16	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 38499.98

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571801974

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
<table> <tr> <td>SWIFT KODAS (BIC) SWIFT CODE</td> <td>BANKO KODAS BANK CODE</td> </tr> </table>	SWIFT KODAS (BIC) SWIFT CODE	BANKO KODAS BANK CODE
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE CIV2012 0085

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
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MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2021041601167723
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2021-03-31	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 16624.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
IN THE ABSENCE OF SUFFICIENT FUNDS IN CURRENCY INDICATED IN THE PAYMENT ORDER, THE DEFICIENT AMOUNT SHALL BE CONVERTED FROM (mark the variant by X):

<input type="checkbox"/> EURŲ EURO	<input type="checkbox"/> KITOS VALIUTOS OTHER CURRENCY (specify currency code)	I pasirinkimas Choice I	II pasirinkimas Choice II
MOKESČIUS MOKA (tinkamą variantą pažymėkite X) CHARGES WILL BE PAID BY (mark the variant by X)		DALIMIS BOTH PAYER AND BENEFICIARY (SHA) <input type="checkbox"/>	MOKĖTOJAS PAYER (OUR) <input checked="" type="checkbox"/>

MOKĖTOJAS / PAYER

MOKĖTOJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / PAYER'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON EBRD
ASMENS KODAS / JURIDINIO ASMENS KODAS PERSONAL CODE / COMPANY CODE
MOKĖTOJO ADRESAS IR TELEFONO NR. PAYER'S ADDRESS AND TELEPHONE NO.
MOKĖTOJO SĄSKAITOS NR. PAYER'S ACCOUNT NO. 40051571801974

GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
GAVĖJO ADRESAS BENEFICIARY'S ADDRESS		
GAVĖJO SĄSKAITOS (IBAN) NR. BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168		
GAVĖJO BANKAS / BENEFICIARY'S BANK		
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE CIV2012 0018

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTIŠ.
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MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2021033100954304
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MOKĖJIMO NURODYMAS

PAYMENT ORDER

MOKĖJIMO NURODYMO NR. PAYMENT ORDER NO.	VALIUTOS KODAS CURRENCY CODE EUR	KREDITO PERVEDIMO RŪŠIS (tinkamą variantą pažymėkite X) TYPE OF CREDIT TRANSFER (mark the variant by X) <input checked="" type="checkbox"/> PAPRASTAS NORMAL <input type="checkbox"/> SKUBUS URGENT <input type="checkbox"/> LABAI SKUBUS EXPRESS
PATEIKIMO DATA / DATE OF PRESENTATION 2020-01-23	OPERACIJOS NR. REFERENCE NUMBER	SUMA SKAIČIAIS IR ŽODŽIAIS AMOUNT IN FIGURES AND LETTERS 76624.50

NESANT PAKANKAMAI LĖŠŲ MOKĖJIMO NURODYME NURODYTA VALIUTA, TRŪKSTAMĄ SUMĄ KONVERTUOTI IŠ (tinkamą variantą pažymėkite X):
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GAVĖJAS / BENEFICIARY

GAVĖJO VARDAS, PAVARDĖ / JURIDINIO ASMENS PAVADINIMAS / BENEFICIARY'S FORENAME, SURNAME / FULL NAME OF LEGAL PERSON CIVITTA UAB		
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GAVĖJO BANKO PAVADINIMAS IR ADRESAS / BENEFICIARY'S BANK NAME AND ADDRESS		

GAVĖJO BANKO KORESPONDENTAS / BENEFICIARY BANK'S CORRESPONDENT

SWIFT KODAS (BIC) SWIFT CODE	GAVĖJO BANKO SĄSKAITOS Nr. BENEFICIARY BANK'S ACCOUNT No.
GAVĖJO BANKO KORESPONDENTO PAVADINIMAS IR ADRESAS / NAME AND ADDRESS OF BENEFICIARY BANK'S CORRESPONDENT	

MOKĖJIMO PASKIRTIS IR KITI MOKĖTOJO PAPILDOMAI NURODOMI DUOMENYS /
PAYMENT DETAILS AND OTHER DATA INDICATED BY THE PAYER ADDITIONALLY

/RFB/ INVOICE 2019-10-22,26,27

SU BANKO KLIENTŲ APTARNAVIMO IR PASLAUGŲ TEIKIMO BENDROSIOMIS SĄLYGOMIS, BANKO MOKĖJIMO PASLAUGŲ TEIKIMO SĄLYGOMIS BEI GALIOJANČIAIS BANKO PASLAUGŲ IR OPERACIJŲ KAINIAIS SUSIPAŽINAU IR ĮSIPAREIGOJU JŲ LAIKYTI.
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MOKĖTOJO (MOKĖTOJO ATSTOVO) VARDAS, PAVARDĖ, PARAŠAS, ANTSPAUDAS / PAYER'S (PAYER REPRESENTATIVE'S) FORENAME, SURNAME, SIGNATURE, STAMP	BANKO ATSTOVO PAREIGOS, VARDAS, PAVARDĖ, PARAŠAS BANK REPRESENTATIVE'S POSITION, FORENAME, SURNAME, SIGNATURE 2020012300783472
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Contract de servicii
Nr. 201010/ 15.04.2020

TTL-20/23.04.2020

În temeiul Legii 98/2016 și HG 395/2016 privind achizițiile publice, s-a încheiat prezentul contract de prestare servicii de proiectare, între:

Părți contractante:

Municipiul Cluj-Napoca, cu sediul în Cluj-Napoca, str. Motilor nr.3, telefon/fax 431575, cod fiscal nr. 4305857, cont virament RO45TREZ21624510271XXXXX deschis la Banca Națională – Trezoreria Cluj, reprezentat prin primar EMIL BOC, în nume propriu și în numele și pe seama UAT-urilor parti ale Acordului de asociere aprobat prin Hotărârea nr. 1099/2018 a Consiliului Local al Municipiului Cluj-Napoca și Hotărârea cu nr. 160/2020 a Consiliului Local al Municipiului Cluj-Napoca, și în temeiul Hotărârii nr. 37/2020 a Consiliului Local al Comunei Apahida, Hotărârii nr. 13/2020 a Consiliului Local al Comunei Baci, Hotărârii nr. 28/2020 a Consiliului Local al Comunei Bontida, Hotărârii nr. 40/2020 a Consiliului Local al Comunei Floresti, Hotărârii nr. 26/2020 a Consiliului Local al Comunei Gilau și Hotărârii nr. 48/2020 a Consiliului Local al Comunei Jucu și

Prestatorul: ASOCIEREA SWS ENGINEERING SPA – SYSTRA - METRANS

Engineering SRL, cu următoarele date de identificare:

SWS ENGINEERING SPA cu sediul în Via della Stazione nr. 27, 38123, Trento, Italia, telefon/fax: +39 0461/97900 cod înregistrare fiscală IT00580910222, înmatriculată la Registrul Comerțului din Trento sub nr. 00580910222, reprezentat prin dl. PAOLO MAZZALAI - administrator, SWS ENGINEERING SPA Trento Sucursala București cu sediul în Calea Rahovei, nr. 266-268, Corp C60, 050897, sector 5, București, România, telefon/fax-, înmatriculată la Oficiul Registrului Comerțului de pe lângă Tribunalul București sub nr. J40/17770/2019, cod de înregistrare fiscală 42066710, cont RO77 TREZ 7055 069X XX01 1661, deschis la Banca Națională - Trezoreria Sectorului 5 București, cont garanții de bună execuție -, deschis la Banca Națională - Trezoreria Sectorului 5 București, în calitate de lider asociere,

SYSTRA S.A., cu sediul în Rue Henry Farman, nr. 72-76, 75015, Paris, Franța, telefon/fax: +33 1 40 16 61 00/ +33 1 40 16 61 04, cod înregistrare fiscală FR19 38794953, înmatriculată la Registrul Comerțului din Paris sub nr. 387949530, prin reprezentant împuternicit, CHRISTIAN LEGUET - director al SC Systra SA Franta Sucursala București cu sediul în București, str. Intrarea Rigas, nr.29C, et.1, ap.5, sector1, telefon 031 100 47 01, fax 031 100 47 02, înmatriculată la Oficiul Registrului Comerțului de pe lângă Tribunalul București sub nr. J40/3553/2006, cod de înregistrare fiscală RO 18441298, cont RO03 BRDE 450S V101 0061 4500, deschis la BRD GSG SMCC, cont RO93 TREZ 7015 069X XX01 7150, deschis la Banca Națională - Trezoreria Sectorului 1 București, în calitate de asociat,

METRANS ENGINEERING SRL, cu sediul în Calea Rahovei, nr. 266-268, Corp 2, 050897, sector 5, București, România, telefon: +40 723 218 102 / fax: +40 310 699 269, cod de înregistrare fiscală RO 39543312, înregistrată la Oficiul Registrului Comerțului de pe lângă Tribunalul București cu nr. J40/9129/2018, cont RO50 INGB 0000 9999 0804 9265, deschis la ING Bank N.V. Amsterdam - Sucursala București, cont RO96 TREZ 7055 069X XX01 1028, deschis la Banca Națională - Trezoreria Sectorului 5 București, reprezentată prin dl. RADU GABRIEL DUMITRU – administrator și director general, în calitate de asociat,

Subcontractanti declarati in oferta:

GEOSTUD SRL cu sediul în România, București, str. Sângerului, nr. 11, sector 1, telefon 021/ 2202266, fax 021/ 2202267, înmatriculată la Registrul Comerțului din București sub nr. J40/4048/ 2001, cod unic de înregistrare RO 13840425, cont RO77 RZBR 0000 0600 1699 3892, deschis la Raiffeisen Bank - Agenția Știrbei Vodă, reprezentată de dl. PETRU NICOLAE, având funcția de director general, denumită în continuare subcontractant,

CORNEL&CORNEL TOPOEXIM SRL cu sediul în România, București, str. I.P.Ceaikovski, nr. 9, sector 2, și punct de lucru (adresa de corespondență) în București, str. Vidra, nr. 31, sector 6,

telefon 021204002., fax. 021218377, înregistrată la Oficiul Registrului Comerțului sub nr. J40/15964/1994, cod unic de înregistrare RO 6174812 cont bancar RO27 BTRL 0460 1202 2372 54XX, deschis la BANCA TRANSILVANIA, reprezentată prin dl. CORNEL PĂUNESCU având funcția de director general, denumită în continuare subcontractant,

URBAN VISION CONSULTING SRL cu sediul în România, București, Str. Costache Conachi, nr. 12, camera 1, bl. 6C, sc. 1, et. 1, ap. 5, sector 2, telefon +40 722 654 381, cod unic de înregistrare 35347232, certificat de înmatriculare la Registrul Comerțului J40/15499/21.12.2015, cont bancar RO95 INGB 0000 9999 0556 5352 deschis la ING Bank N.V. Amsterdam - Sucursala București, reprezentată prin dna CRISTINA CIOACĂ având funcția de administrator, denumită în continuare subcontractant,

NOVARTIS SRL cu sediul în Oradea, str. Bumbacului, nr. 33, ap. 7, telefon - 0745307770, certificat de înmatriculare la Registrul Comerțului J05/595/2004, cod unic de înregistrare RO 16306392, cont bancar RO15 RNCB 0032 0920 0279 0001 deschis la BCR ORADEA, reprezentată prin dl. PUȘCAS CRISTIAN având funcția de administrator, denumită în continuare subcontractant,

TTL PLANNING SRL cu sediul în România, București, sector 2, str. Dimitrie Grozdea, nr. 10, bloc 82, scara 1, ap. 15, cod poștal 02308, telefon 0724.049.785, înregistrată la Oficiul Registrului Comerțului sub nr. J40/2273/ 17.02.2016, cod unic de înregistrare 35660859, cont bancar RO91 INGB 0000 9999 0568 2891, deschis la ING Bank N.V. Amsterdam - Sucursala București, reprezentată prin dl. IONUȚ SORIN MITROI, având funcția de Managing Director, denumită în continuare subcontractant,

CABINET DE AVOCATURA CARMEN TEASE cu sediul în România, București, sector 1, str. G-ral Constantin Coandă, nr. 5, cod poștal 010645, telefon/fax 0213196980 cod de înregistrare fiscală RO 23261307, cont bancar RO19 BRDE 410S V071 8616 4100, deschis la BRD Societe Generale Agenția Piața Romană, reprezentată prin avocat CARMEN TEASE, având funcția de avocat titular, denumită în continuare subcontractant,

a intervenit prezentul contract:

2. Obiectul și prețul contractului

2.1 - Prestatorul se obliga sa presteze „Servicii de elaborare Studii de Pre-Fezabilitate, Fezabilitate, impact asupra mediului și evaluarea strategică adecvată pentru obiectivul de investiții „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baciul – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj : Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investitii conform cerintelor caietului de sarcini si a documentatiei de atribuire” si sa predea documentatiile solicitate in caietul de sarcini. Rezultatele activitatilor principale din caietul de sarcini se vor preda conform caietului de sarcini:

METROU

Livrabil	Livrare programată
Studiu de Pre-Fezabilitate	Finele Lunii 5
PUZ	Finele Lunii 16
Studiu de Fezabilitate	Finele Lunii 26



TREN

Livrabil	Livrare programată
PUZ	Sfârșitul lunii 12
Studiu de fezabilitate final (inclusiv acordul de mediu, documentația pentru exproprierea terenurilor și alte reglementari)	Sfârșitul lunii 14

2.2 – Prețul total al serviciilor care vor fi prestate este de **30.186.000 lei**, la care se adauga TVA, incluzand valoarea verificarii de proiect, din care:

METROU

Livrabil	Oferta financiara (lei fara TVA)
Studiu de Pre-Fezabilitate	9.360.000
PUZ	4.680.000
Studiu de Fezabilitate	14.040.000

TREN

Livrabil	Oferta financiara (lei fara TVA)
PUZ	702.000
Studiu de fezabilitate final (inclusiv acordul de mediu, documentația pentru exproprierea terenurilor și alte reglementari)	1.404.000

2.3 Prestatorul are obligatia sa intocmeasca documentatiile conform caietului de sarcini. În cazul în care, pe parcursul prestarii contractului de achiziție publică, se constată că anumite elemente ale propunerii tehnice sunt inferioare sau nu corespund cerințelor prevăzute în caietul de sarcini, prevalează prevederile caietului de sarcini

2. 4 Clauza de revizuire in temeiul prevederilor art. 221 alin. 1 lit. a) din legea 98/2016.

Cantitatea maxima estimata poate fi modificata atunci cand modificarea contribuie la realizarea unor obiective ale autoritatii contractante, in sensul suplimentarii acestora in urmatoarele conditii: contractul sa fie in perioada sa de valabilitate, pretul unitar al produsului va fi acelasi, valoarea produselor suplimentate adaugata la valoarea initiala a contractului sa nu duca la depasirea anumitor praguri prevazute de lege si cantitatea de produse suplimentate sa nu depaseasca 50% din cantitatea initiala a contractului.

Cantitatea si pretul contractului se mai poate modifica si in urmatoarele situatii prevazute la art. 221 alin. 1 lit. E si f din Legea 98/2016: "e) atunci când modificările, indiferent de valoarea lor, nu sunt substanțiale;"

"f) în plus față de prevederile de la lit. a)-d), atunci când sunt îndeplinite în mod cumulativ următoarele condiții:

(i) valoarea modificării este mai mică decât pragurile valorice corespunzătoare prevăzute la art. 7 alin. (1);

(ii) valoarea modificării este mai mică decât 10% din prețul contractului de achiziție publică inițial, în cazul contractelor de achiziție publică de servicii sau de produse, sau mai mică decât 15% din prețul contractului de achiziție publică inițial, în cazul contractelor de achiziție publică de lucrări;

b) totalul cheltuielilor aferente, acordate conform prevederilor legale, dacă este cazul, care se vor adăuga la prețul contractului.

14.2. - (1) Serviciile prestate în baza contractului sau, dacă este cazul, orice fază a acestora prevăzută să fie terminată într-o perioadă stabilită în graficul de prestare trebuie finalizată în termenul convenit de părți, termen care se calculează de la data începerii prestării serviciilor.

(2) În cazul în care:

a) orice motive de întârziere ce nu se datorează prestatorului; sau

b) alte circumstanțe neobișnuite, susceptibile de a surveni altfel decât prin încălcarea contractului de către prestator îndreptățesc prestatorul să solicite prelungirea perioadei de prestare a serviciilor sau a oricărei faze a acestora, părțile vor revizui, de comun acord, perioada de prestare și vor semna un act adițional.

14.3. - Dacă pe parcursul îndeplinirii contractului prestatorul nu respectă graficul de prestare, acesta are obligația de a notifica acest lucru, în timp util, achizitorului. Modificarea datei/perioadelor de prestare asumate în graficul de prestare se face cu acordul părților, prin act adițional.

14.4. - Cu excepția prevederilor clauzei 22 și în afara cazului în care achizitorul este de acord cu o prelungire conform clauzei 14.3, o întârziere în îndeplinirea contractului dă dreptul achizitorului de a percepe penalități potrivit prevederilor clauzei 19.

15. Modalități de plată

Achizitorul va efectua plata sumelor prevazute la art.2.2 catre prestator in lei, in termen de maxim 60 de zile de la inregistrarea facturilor la beneficiar pentru serviciile prestate si receptionate cu urmatoarele precizari:

METROU

Livrabil	Livrare programată	Oferta financiara (lei fara TVA)	Termen de plata
Studiu de Pre-Fezabilitate	Finele Lunii 5	9.360.000	se va plati 70% dupa avizarea interna a Beneficiarului si 30% dupa aprobare, in conformitate cu legislatia in vigoare
PUZ	Finele Lunii 16	4.680.000	se va plati 70% dupa avizarea interna a Beneficiarului si 30 % dupa aprobarea acestuia, in conformitate cu legislatia in vigoare
Studiu de Fezabilitate	Finele Lunii 26	14.040.000	se va plăti 70% dupa avizarea interna a Beneficiarului si 30 % dupa aprobarea indicatorilor tehnico-economici si dupa intocmirea si aprobarea de catre beneficiar a Documentatiei de licitatie pentru Proiectare si Executie

25.2. - Comunicările între părți se pot face și prin telefon, telegramă, telex, fax sau e-mail, cu condiția confirmării în scris a primirii comunicării.

26. Legea aplicabilă contractului

26.1. - Contractul va fi interpretat conform legilor din România.

27. Dispoziții finale

Prezentul contract a fost încheiat în 10 exemplare originale, câte unul pentru fiecare parte contractantă.

**BENEFICIAR,
MUNICIPIUL CLUJ-NAPOCA
PRIMAR
EMIL BOC**

**DIRECTIA ECONOMICA
DIRECTOR EXECUTIV
OLIMPIA MOIGRADAN**

**DIRECTIA JURIDICA
DIRECTOR EXECUTIV
ALINA RUS**

**DIRECTIA TEHNICA
DIRECTOR EXECUTIV
VIRGIL PORUTIU**

**SERVICIU INVESTITII
LIANA HENT**

**PRESTATOR,
ASOCIEREA SWS ENGINEERING SPA – SYSTRA
-METRANS Engineering SRL:**

**SWS ENGINEERING SPA reprezentata
de PAOLO CUCINO prin imputernicit
conform procura RADU GABRIEL DUMITRU**

**SYSTRA reprezentata de
CHRISTIAN LEGUET prin imputernicit conform
procura RADU GABRIEL DUMITRU**

**METRANS Engineering SRL reprezentata de
administrator RADU GABRIEL DUMITRU**

**TTL PLANNING - subcontractant-reprezentata de
IONUT SORIN MITROI prin imputernicit conform
procura RADU GABRIEL DUMITRU**

**NOVARTIS – subcontractant-reprezentata de
PUSCAS CRISTIAN prin imputernicit conform
procura RADU GABRIEL DUMITRU**

**URBAN VISION CONSULTING – subcontractant-
reprezentata de CRISTINA CIOACA prin imputernicit
conform procura RADU GABRIEL DUMITRU**

**CABINET DE AVOCATURA CARMEN TEASE – subcontractant-
reprezentata de CARMEN TEASE prin imputernicit
conform procura RADU GABRIEL DUMITRU**

**GEOSTUD SRL – subcontractant-reprezentata de
PETRU NICOLAE prin imputernicit conform procura
RADU GABRIEL DUMITRU**

**CORNEL&CORNEL TOPOEXIM SRL – subcontractant-
reprezentata de CORNEL PAUNESCU prin imputernicit
conform procura RADU GABRIEL DUMITRU**

Încheiat la București, astăzi 29.04.2020, de către și între:

PĂRȚILE CONTRACTANTE:

METRANS Engineering SRL, în calitate de **Beneficiar – Prestator** și denumită în continuare astfel, cu următoarele date de identificare:

- **METRANS ENGINEERING SRL**, cu sediul în Calea Rahovei, nr. 266-268, Corp 2, 050897, sector 5, București, România, telefon: +40 723 218 102 / fax: +40 310 699 269, cod de înregistrare fiscală RO 39543312, înregistrată la Oficiul Registrului Comerțului de pe lângă Tribunalul București cu nr. J40/9129/2018, cont RO50 INGB 0000 9999 0804 9265, deschis la ING Bank N.V. Amsterdam - Sucursala București, cont RO96 TREZ 7055 069X XX01 1028, deschis la Banca Națională - Trezoreria Sectorului 5 București, reprezentată prin dl. RADU GABRIEL DUMITRU – administrator și director general,

și **TTL PLANNING SRL** cu sediul în România, București, sector 2, str. Dimitrie Grozdea, nr. 10, bloc 82, scara 1, ap. 15, cod poștal 02308, telefon 0724.049.785, înregistrată la Oficiul Registrului Comerțului sub nr. J40/2273/17.02.2016, cod unic de înregistrare 35660859, cont bancar RO91 INGB 0000 9999 0568 2891, deschis la ING Bank N.V. Amsterdam - Sucursala București, reprezentată prin dl. IONUȚ SORIN MITROI, având funcția de Managing Director, în calitate de **SUBCONTRACTOR** și denumită în continuare astfel,

PRESTATORUL și Subcontractorul sunt denumite în cele ce urmează, individual, "**Parte**" și, împreună, "**Părțile**".

PREAMBUL

Având în vedere:

- prevederile Acordului de subcontractare nr. ASTMCI/06 din data de 04.07.2019;
- PRESTATORUL a fost declarat câștigător al licitației pentru Proiectul „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea” („Proiectul”), organizată de Municipiul Cluj-Napoca („Beneficiarul”), și în acest sens a semnat Contractul de „Servicii de elaborare Studii de Pre-Fezabilitate, Fezabilitate, impact asupra mediului și evaluarea strategică adecvată pentru obiectivul de investiții „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții conform cerințelor caietului de sarcini și a documentației de atribuire” („Contractul Principal”) pentru Proiectul menționat anterior;
- Subcontractorul are deplină cunoștință de faptul ca serviciile ce vor fi prestate în baza acestui subcontract constituie o parte a Serviciilor ce vor fi executate de PRESTATOR în baza Contractului Principal semnat cu Beneficiarul;
- PRESTATORUL dorește ca Subcontractorul să se angajeze pentru prestarea serviciilor astfel cum sunt acestea descrise în articolul 2 de mai jos („Serviciile”);

În considerarea înțelegerilor de mai sus, Părțile au convenit următoarele:

Art. 1 DOCUMENTELE CONTRACTULUI

1.1 Următoarele documente („Documentele Subcontractului”) formează parte integrantă a acestui Subcontract și, alături de clauzele efective și documentele Contractului Principal, se completează reciproc:



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NR. SCS-TMCJI/06 DIN DATA DE 29.04.2020

- Acordul de subcontractare nr. ASTMCI/06 din data de 04.07.2019;
- Descrierea detaliată a serviciilor - Anexa 1;
- Bugetul și Graficul de Execuție fizic și valoric – Anexa 2;

1.2 Orice serviciu prevăzut de un singur document trebuie prestat astfel încât să corespundă întinderii și scopului prevăzut de toate celelalte documente, chiar dacă astfel de cerințe nu sunt repetate în celelalte documente.

1.3 Prevederea eronată, adăugarea sau omiterea unui cuvânt, frază sau caracter nu trebuie să schimbe înțelesul intenționat al vreunui document/clauză din cele indicate, prin interpretarea clară a Documentelor Subcontractului ca și întreg.

1.4 Oricum, în caz de conflict între prevederile menționate în clauzele precizate, următoarea ordine de preferință va prevala:

- (1) Subcontractul de prestări servicii nr. ASTMCI/06 din data de 04.07.2019;
- (2) Prevederile Contractului Principal;
- (3) Descrierea detaliată a serviciilor - Anexa 1;
- (4) Bugetul și Graficul de Execuție fizic și valoric – Anexa 2;
- (5) Altele.

Art. 2 OBIECTUL CONTRACTULUI

2.1 Obiectul prezentului Subcontract constă în prestarea completă, în mod corespunzător și în timpul necesar a serviciilor descrise mai jos la aliniatul 2.2, în strictă conformitate cu termenii și condițiile stabilite în Documentele Subcontractului.

2.2 Serviciile cuprind, inclusiv dar fără limitare, următoarele:

- (1) **Coordonarea și prestarea activităților de analiză și expertiză în Planificarea Transporturilor, Elaborarea Studiilor de transport – determinarea cererii de transport, analiza opțiunilor, analiza cost-beneficiu, analiza economico-financiară, colectare date, sondaje, contorizări, anchete pentru Magistrala I de metrou și Tren Metropolitan (conform Anexa 1);**

O descriere detaliată a Serviciilor ce fac obiectul acestui Subcontract este prevăzută în **Anexa 1** la prezentul.

Toate Serviciile vor fi prestate cu respectarea cu strictețe a oricăror altor instrucțiuni puse la dispoziția Subcontractorului de către reprezentantul PRESTATORULUI.

Subcontractorul va fi responsabil pentru corectitudinea, stabilitatea și siguranța tuturor operațiunilor întreprinse.

La solicitarea PRESTATORULUI Subcontractorul va transmite detalii referitoare la procedeele și metodele pe care Subcontractorul le propune spre a fi adoptate pentru prestarea Serviciilor. Procedeele și metodele agreeate de către PRESTATOR nu vor fi modificate semnificativ, ulterior, fără notificarea prealabilă a PRESTATORULUI.

Art. 3 PREȚUL CONTRACTULUI

3.1.1 Prețul

- (1) Părțile au convenit ca prețul plătit de către PRESTATOR Subcontractorului pentru prestarea tuturor Serviciilor asumate în baza prezentului Subcontract este estimat la suma de **1.865.947 Lei fără TVA** și



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17.3 Drepturi și Protecția Drepturilor

17.3.1 Sarcinile și obligațiile impuse prin Documentele Subcontractului și drepturile și acțiunile pentru protecția acestora rezultând din acestea vor fi în plus față de și nu vor limita sarcinile, obligațiile, drepturile și acțiunile dispuse sau prevăzute altfel de lege.

17.3.2 Nici o acțiune sau inacțiune a oricărei părți nu trebuie să constituie o renunțare la un drept sau obligație contractată Părții prin Subcontract și, de asemenea, nu va constitui un contract sau o achiesare la o încălcare a acestuia, cu excepția cazului în care o asemenea renunțare se face în scris, se datează și se semnează de către reprezentantul autorizat al Părții respective, cu menționarea exactă a dreptului și a limitelor renunțării la acesta.

17.4 Informații confidențiale

17.4.1 Subcontractorul trebuie să păstreze confidențiale și să nu divulge fără consimțământul prealabil în scris al PRESTATORULUI, oricărei alte persoane orice documente, date sau alte informații furnizate direct sau indirect de cealaltă parte referitoare la prezentul contract, dacă această informație a fost furnizată înainte de, în timpul sau după terminarea prezentului Subcontract.

17.4.2 Subcontractorul nu trebuie să folosească astfel de documente, date și alte informații primite de la PRESTATOR pentru orice alt motiv decât lucrarea sau serviciul așa cum sunt cerute pentru executarea prezentului Subcontract.

17.4.3 Prevederile prezentului articol rămân în vigoare și după încetarea prezentului Subcontract, indiferent de motivele care au stat la baza încetării acestuia.

DREPT PENTRU CARE, părțile au semnat acest contract în 3 (trei) exemplare originale, un original pentru Subcontractor și 2 (două) exemplare pentru PRESTATOR.

Pentru BENEFICIAR - PRESTATOR

METRANS Engineering SRL

dI. RADU GABRIEL DUMITRU

– administrator și director general al METRANS Engineering SRL



Pentru SUBCONTRACTOR

TTL PLANNING SRL

dI. IONUȚ SORIN MITROI

- Managing Director



ANEXA 1. Descrierea detaliată a serviciilor pentru Coordonarea și prestarea activităților de analiză și expertiză în Planificarea Transporturilor, Elaborarea Studiilor de transport – determinarea cererii de transport, analiza opțiunilor, analiza cost-beneficiu, analiza economico-financiară, colectare date, sondaje, contorizări, anchete pentru Magistrala I de metrou și Tren Metropolitan

SUBCONTRACT DE PRESTĂRI SERVICII

NR. SCS-TMCJI/06 DIN DATA DE 29.04.2020

III. Coordonarea și prestarea activităților de analiză și expertiză în Planificarea Transporturilor, Elaborarea Studiilor de transport – determinarea cererii de transport, analiza opțiunilor, analiza cost-beneficiu, analiza economico-financiară, colectare date, sondaje, contorizări, anchete

Nr.crt.	Componenta de Proiect / Faza de proiectare	Valoare (Lei fără TVA)	Termen (luni, de la începere)	Termen facturare conform Contract principal
A.	Magistrala I de metrou			
Faza 1.	Studiu de Prefezabilitate	653.081	1-5	Luna 5
Faza 2.	Selecția Opțiunii	466.487	6-16	Luna 16
Faza 3.	Studiu de Fezabilitate	466.487	17-27	Luna 26
B.	Tren Metropolitan (Studiu de Fezabilitate și PUZ) (lunile 2, 3 și 4 ale contractului)			
	PUZ	111.957	1-12	Luna 12
	Studiu de Fezabilitate	167.935	13-15	Luna 14
TOTAL		1.865.947		

În Anexa 1a sunt prezentate Livrabilele (inclusiv capitolele conform conținutului cadru) aferente Componentelor de Proiect și Fazelor de proiectare.

AVIZ CTAP Nr. C75/01/29.09.2020

Emis ca urmare a ședinței Comisiei Tehnice de Avizare a Proiectelor (CTAP) a METRANS ENGINEERING SRL, din data de 29.09.2020;

Comisia a examinat documentația menționată mai jos, sub aspectul stabilirii soluțiilor tehnice și economice optime, al încadrării în legislația aplicabilă în vigoare precum și din punct de vedere al respectării sistemului intern de management al calității.

Nr.crt.: C75/01

Cod MTE: C75/23.04.2020

Beneficiar: MUNICIPIUL CLUJ-NAPOCA

Denumire: „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții”. Componenta 1. Magistrala I de metrou Cluj

- Livrabilul A5(LM5) – Studiu de Prefezabilitate (inclusiv anexa 1 – piese desenate).
- Livrabilul A2 (LM2) – RAPORT DE EVALUARE A NECESITĂȚII;
- Livrabilul A3(LM3) – ESTIMAREA COSTULUI OPȚIUNILOR;
- Livrabilul A4(LM4) – EVALUAREA CERERII ȘI ANALIZA COST-BENEFICIU ORIENTATIVĂ.

În urma prezentării documentației precum și a răspunsurilor echipei de elaborare la solicitările de clarificare a membrilor, s-a stabilit că documentația prezentată răspunde solicitărilor beneficiarului, corespunde legilor, normelor tehnice și normativelor aplicabile în vigoare, precum și procedurilor interne ale sistemului de management al calității.

În consecință, se emite **AVIZ FAVORABIL** fără observații.

Membrii CTAP,


Radu Gabriel Dumitru - DIRECTOR GENERAL / DIRECTOR TEHNIC

Mădălina Trică - ȘEF DEPARTAMENT ARHITECTURĂ, URBANISM ȘI IMPACT ASUPRA MEDIULUI

Liviu Popa - ȘEF DEPARTAMENT SISTEME TEHNOLOGICE ȘI INSTALAȚII AFERENTE CONSTRUCȚIILOR

Marius Vlăsceanu - ȘEF DEPARTAMENT PLANIFICARE ÎN TRANSPORT, SUPRASTRUCTURĂ/ INFRASTRUCTURĂ TRANSPORT ȘI REȚELE EDILITARE

Ionel Oprea - DIRECTOR DEZVOLTARE



Obiectivul de investiții: „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții” - faza Studiu de Prefezabilitate
- componenta investitională **Magistrala I de metrou -**

Obiectivul supus recepției/avizării: **A5(LM5) – STUDIU DE PREFEZABILITATE (INCLUSIV – PIESE DESENATE)**

PROCES-VERBAL DE RECEPȚIE ȘI AVIZARE A DOCUMENTAȚIEI TEHNICO-ECONOMICE – FAZA STUDIU DE PREFEZABILITATE

Nr. 509105/16.10.2020

I. DATE GENERALE

1. Comisia de recepție și avizare a documentației tehnico-economice numită prin Dispoziția nr. 3543/15.10.2020 a Primarului Municipiului Cluj-Napoca, întrunită la data de 16.10.2020 și-a desfășurat activitatea de la data: 16.10.2020 până la data: 16.10.2020 fiind formată din:

Președinte: Gheorghe Șurubaru – administrator public, Primăria municipiului Cluj-Napoca
Membri: Virgil Poruțiu – director executiv Direcția Tehnică
Liana Henț - șef Serviciu Investiții
Maria Opreș – consilier, Serviciul Investiții, Direcția Tehnică
Daniel Pop - arhitect șef al Municipiului Cluj-Napoca
Ovidiu Vasile Cîmpean - Director Direcția Evenimente publice și informare cetățeni
Iuoraș Remus Adrian – Șef Birou fond funciar și Registrul Agricol, Primăria
Comuniei Florești
Sabău Dorin - Compania de Transport Public Cluj-Napoca SA și Asociația
Metropolitană de Transport Public Cluj
Maniu Paul - Compania de Transport Public Cluj-Napoca SA și Asociația
Metropolitană de Transport Public Cluj
Ioan Moldovan - Asociația Metropolitană de Transport Public Cluj
Cristian Miclea - Asociația Metropolitană de Transport Public Cluj
Coraian Zoltan-Csaba – Asociația de Dezvoltare Intercomunitară Zona Metropolitană
Cluj
Iuhasz Paul - Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj
Mădălina-Adriana Ciotlăuș – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca,
facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri
Mihai Dragomir – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca, facultatea
de Construcții – departamentul Cai Ferate Drumuri și Poduri
Cătălin Tătaru – director producție, Termoficare Napoca SA
Membrii rezervă: Andreea Mureșan - Șef Birou Strategii Direcția Urbanism
Bogdan Revesz - Șef Serviciu Strategie si Dezvoltare Locala, Management
Proiecte

II. CONSTATĂRI

În urma examinării documentației tehnice prezentate s-au constatat următoarele:

Documentația tehnico-economică privind Studiul de Prefezabilitate elaborat pentru obiectivul de investiții „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baciul – Apahida – Jucu – Bonțida” - etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții” - faza Studiu de Prefezabilitate - componenta investițională Magistrala I de metrou -, întocmit de ASOCIEREA SWS ENGINEERING S.P.A – SYSTRA- METRANS ENGINEERING S.R.L, a fost prezentată comisiei după cum urmează:

1. INFORMAȚII GENERALE
 2. SITUAȚIA EXISTENTĂ ȘI NECESITATEA REALIZĂRII OBIECTIVULUI DE INVESTIȚII
 3. PREZENTAREA OPȚIUNILOR TEHNICO-ECONOMICE
 4. SOLUȚII FEZABILE PENTRU REALIZAREA OBIECTIVULUI DE INVESTIȚIE
- ANEXA 1 –PIESE DESENATE

Constatări:

În cadrul etapei inițiale au fost definite și analizate 9 opțiuni strategice caracterizate printr-o gamă largă de parametri tehnici și operaționali, respectiv: Autobuz, Troleibuz, Tramvai, Autobuz rapid în cale proprie, Tramvai rapid în cale proprie, Monorail, Metrou Ușor, Metrou Greu și Cale Ferată Urbană / Commuter Rail.

Etapa de analiză preliminară și filtrare inițială a opțiunilor strategice s-a bazat pe evaluarea opțiunilor din perspectiva conformării la obiectivele investiției prin prisma următorilor indicatori: atractivitate, capacitate, accesibilitate, impact asupra mediului, fezabilitate, suportabilitate, conformitate tehnică și compatibilitate viitoare.

În cadrul etapei ulterioare de analiză au fost calificate 5 opțiuni strategice, respectiv: Autobuz rapid în cale proprie, Tramvai rapid în cale proprie, Monorail, Metrou Ușor și Metrou Greu, care au fost dezvoltate la nivel de proiect conceptual și au făcut obiectul unor analize detaliate în ceea ce privește soluțiile tehnice, estimarea costurilor de investiție respectiv de operare și întreținere, evaluarea detaliată a opțiunilor din perspectiva performanțelor de transport și impact asupra mediului folosind modelul de transport, performanțelor financiare și economice, precum și a performanțelor tehnice.

În concluzie, având în vedere etapele, analize și livrabilele pregătite în cadrul acestei etape, premergătoare elaborării prezentului raport privind Studiul de Prefezabilitate, precum și analizele și evaluările prezentate în cadrul acestei documentații privind analiza multicriterială, opțiunea strategică recomandată a fi dezvoltată în fazele ulterioare ale proiectului este opțiunea Metrou Ușor, în ambele tehnologii pe pneuri respectiv pe șine, cu 3(trei) trasee urbane subterane de analiză, ce acoperă întreaga zonă de studiu, care oferă cele mai bune performanțe în raport cu obiectivele investiției și criteriile de analiză respectiv un optim între beneficiile obținute și efortul de implementare.

Comisia a luat act de cele prezentate și avizează FAVORABIL Studiul de prefezabilitate cu opțiunea **Metrou Ușor, în ambele tehnologii pe pneuri respectiv pe șine, cu 3(trei) trasee urbane subterane de analiză, ce acoperă întreaga zonă de studiu**, conform recomandărilor studiului și a concluziilor acestuia.

UAT Municipiul Cluj-Napoca

ESTE DE ACORD CU DOCUMENTAȚIA

TEHNICO-ECONOMIC - Faza SPF

Comuna Florești

Compania de Transport Public Cluj-Napoca SA

Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj

Termoficare Napoca

DE ACORD CU DOCUMENTAȚIA

Universitatea Tehnică Cluj-Napoca

De acord cu doc.

Alte observații:

III. CONCLUZII

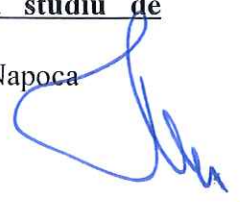
1. Pe baza constatărilor și concluziilor consemnate mai sus, comisia de recepție și avizare hotărăște în unanimitate/cu majoritatea de păreri:

SE ADMITE RECEPȚIA ȘI AVIZAREA DOCUMENTAȚIEI TEHNICO-ECONOMICE:
A5(LM5) – STUDIU DE PREFERABILITATE (INCLUSIV – PIESE DESENATE)

2. Prezentul proces-verbal, care conține 4 file și a fost încheiat azi 16.10.2020 în 16 exemplare originale.

Comisia de recepție și avizare a documentației tehnico-economice – faza studiu de preferabilitate:

Președinte: Gheorghe Șurubaru – administrator public, Primăria municipiului Cluj-Napoca



Membri: Virgil Poruțiu – director executiv Direcția Tehnică
Liana Henț - șef Serviciu Investiții
Maria Opreș – consilier, Serviciul Investiții, Direcția Tehnică
Daniel Pop - arhitect șef al Municipiului Cluj-Napoca
Ovidiu Vasile Cîmpean - Director Direcția Evenimente publice și informare cetățeni
Iuoraș Remus Adrian – Șef Birou fond funciar și Registrul Agricol, Primăria

Comuniei Florești

Sabău Dorin - Compania de Transport Public Cluj-Napoca SA și Asociația
Metropolitană de Transport Public Cluj

Maniu Paul - Compania de Transport Public Cluj-Napoca SA și Asociația
Metropolitană de Transport Public Cluj

Ioan Moldovan - Asociația Metropolitană de Transport Public Cluj

Cristian Mică - Asociația Metropolitană de Transport Public Cluj

Coraian Zoltan-Csaba – Asociația de Dezvoltare Intercomunitară Zona Metropolitană

Cluj

Iuhasz Paul - Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj

Mădălina-Adriana Ciotlăuș – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca,

facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri

Mihai Dragomir – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca, facultatea

de Construcții – departamentul Cai Ferate Drumuri și Poduri

Cătălin Tătaru – director producție, Termoficare Napoca SA

Membrii rezervă: Andreea Mureșan - Șef Birou Strategii Direcția Urbanism

Bogdan Revesz - Șef Serviciu Strategie și Dezvoltare Locală, Management

Proiecte

HOTĂRÂRE nr. 1.010 din 23 noiembrie 2020

pentru aprobarea Notei de fundamentare privind necesitatea și oportunitatea efectuării cheltuielilor aferente proiectului de investiții "Tren Metropolitan Gilău-Florești- Cluj-Napoca-Baciu-Apahida-Jucu-Bonțida - Etapa I a Sistemului de Transport Metropolitan Rapid Cluj Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea - Componenta 1, Magistrala I de Metrou", județul Cluj

EMITENT: Guvernul**PUBLICAT ÎN: Monitorul Oficial nr. 1165 din 2 decembrie 2020****Data intrării în vigoare: 02 Decembrie 2020**

În temeiul [art. 108 din Constituția României, republicată](#), și al [art. 44 alin. \(2\) din Legea nr. 273/2006](#) privind finanțele publice locale, cu modificările și completările ulterioare,

Guvernul României adoptă prezenta hotărâre.

ART. 1

Se aprobă, în baza studiului de preferezabilitate, Nota de fundamentare privind necesitatea și oportunitatea efectuării cheltuielilor aferente proiectului de investiții „Tren Metropolitan Gilău-Florești-Cluj-Napoca-Baciu-Apahida-Jucu-Bonțida - Etapa I a Sistemului de Transport Metropolitan Rapid Cluj Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea - Componenta 1, Magistrala I de Metrou”, județul Cluj, prevăzută în anexa care face parte integrantă din prezenta hotărâre.

ART. 2

Ministerul Transporturilor, Infrastructurii și Comunicațiilor va monitoriza derularea și implementarea proiectului de către U.A.T. Municipiul Cluj-Napoca și U.A.T. Comuna Florești, în conformitate cu prevederile legale în vigoare.

PRIM-MINISTRU

LUDOVIC ORBAN

Contrasemnează:

Ministrul transporturilor, infrastructurii și comunicațiilor,

Lucian Nicolae Bode

Ministrul lucrărilor publice, dezvoltării și administrației,

Ion Ștefan

Ministrul finanțelor publice,

Vasile-Florin Cîțu

București, 23 noiembrie 2020.

Nr. 1.010.

ANEXA 1**NOTĂ DE FUNDAMENTARE**

privind necesitatea și oportunitatea efectuării cheltuielilor aferente proiectului de investiții „Tren Metropolitan Gilău-Florești-Cluj-Napoca-Baciu-Apahida-Jucu-Bonțida -

Etapa I a Sistemului de Transport Metropolitan Rapid Cluj Magistrala I de Metrou și Tren Metropolitan,

inclusiv legătura dintre acestea - Componenta 1, Magistrala I de Metrou”, județul Cluj

1. Context general

Municipiul Cluj-Napoca, pol de creștere conform [Hotărârii Guvernului nr. 98/2008](#), primul oraș ca mărime din România (după capitala București) și cu cea mai dinamică creștere a populației (conform ultimului recensământ al INS), a realizat Planul de mobilitate urbană durabilă (PMUD) pentru perioada 2016-2030. Acest studiu a fost elaborat în perioada 2015-2016, cu sprijinul consultanților Băncii Europene de Reconstrucție și Dezvoltare (BERD), sub asistența tehnică a JASPERS, în cadrul proiectului finanțat de Ministerul Dezvoltării Regionale și Administrației Publice (MDRAP).

Localitățile limitrofe municipiului Cluj-Napoca, Florești, Apahida, Baciu, au cunoscut, de asemenea, o dezvoltare accentuată, situație care a condus la creșterea valorilor de trafic între acestea și polul de interes Cluj-Napoca.

Din punctul de vedere al populației stabile în zona de analiză extinsă (UAT Cluj-Napoca și UAT Florești), aceasta este într-un trend crescător continuu accentuat pentru Cluj-Napoca și exploziv pentru Florești.

În medie, începând cu anul 2005, populația din Cluj-Napoca a cunoscut o creștere medie anuală de peste 800 de locuitori/an, cu o creștere anuală maximă de circa 1.500 de locuitori/an în anul 2020. Populația din Florești a cunoscut o creștere medie anuală de peste 2.200 de locuitori/an, cu o creștere anuală maximă de circa 3.500 de locuitori/an în anul 2019.

Astfel s-a identificat că în ultimii 15 ani s-a înregistrat o creștere totală a populației stabile de circa 3% în Cluj-Napoca, iar populația Floreștiului a crescut în același interval de 5,5

ori, principalul motiv al creșterii populației fiind migrarea populației din alte zone către Cluj-Napoca, dar mai ales către Florești, zonă aflată în continuă dezvoltare și unde prețurile locuințelor sunt sensibil mai mici decât în municipiul Cluj-Napoca, ca urmare a noilor oportunități oferite în zonă.

Rețeaua stradală existentă a municipiului Cluj-Napoca și implicit rețeaua de transport nu pot asigura necesarul pentru dinamica socioeconomică, fapt care a condus în ultimii ani la accentuarea fenomenului de congestie a traficului nu doar pe axa principală de traversare a municipiului Cluj-Napoca, est-vest, vest-est, dar și pe căile de acces spre/dinspre municipiu din localitățile limitrofe ale municipiului Cluj-Napoca.

PMUD Cluj-Napoca 2016-2030 a subliniat oportunitatea, necesitatea și urgența realizării pe axa est-vest a unui sistem de transport public cu o capacitate crescută.

În acest sens, conform datelor înregistrate de către consultantul PMUD în februarie 2015, pe intrarea vestică din oraș (Calea Florești, la vest de nodul N) se înregistrează în fiecare zi lucrătoare 58.660 de vehicule (adică mai mult decât au fost înregistrate la ultimul recensământ național de circulație pe cea mai aglomerată intrare din București: DN 1 dinspre Otopeni, MZA 2010 = 54.135). Conform măsurătorilor efectuate de către Universitatea Tehnică din Cluj-Napoca, în data de 13 noiembrie 2015 s-a înregistrat un vârf de 74.258 de vehicule pe acest tronson, valoare cu mult superioară oricărei valori înregistrate anterior pe tronsoanele de drumuri naționale și autostrăzi din România. Acest volum de trafic este distribuit pe străzi cu intersecții la nivel și cu cel mult două benzi de circulație pe sens.

Axa vest-est prin centrul orașului este pe departe cea mai încărcată axă de transport în comun, pe porțiunea dintre Str. Câmpului și sensul giratoriu din Mărăști. Având în vedere că valorile sunt aproape de limita superioară a numărului de pasageri ce pot fi transportați de modurile de transport în comun de suprafață cu intersecții la nivel (deci fără cale de rulare complet separată), în perspectiva atragerii unui număr semnificativ de călătorii efectuate la ora actuală cu mașina personală, va fi necesară fie construcția unui nou mod de transport public pe axa respectivă, fie relocarea unei importante părți din volumul de pasageri pe o axă paralelă.

Axa vest-est de transport în comun prezintă pe anumite tronsoane valori de încărcare de aproape 6.000 de pasageri pe oră și sens. Această valoare este limita superioară pentru care se poate asigura transportul în comun cu un mod „clasic”: autobuz/troleibuz/tramvai care împarte parțial sau total calea de rulare cu cea pentru transport general și care are intersecții la nivel cu alte axe de transport.

Politica administrației locale a municipiului Cluj-Napoca din ultimii ani de realizare de benzi dedicate de transport în comun s-a dovedit eficientă, dar, raportat la rețeaua stradală existentă, nu poate doar această măsură să țină pasul cu ritmul de creștere a necesităților de mișcare în municipiu și localitățile din zona metropolitană. Având în vedere perspectivele, pe termen mediu și lung, de dezvoltare, s-a ajuns la necesitatea studierii realizării unui sistem de transport modern, de capacitate mare, care să asigure legătura dintre localitățile din zona metropolitană, iar pe raza municipiului Cluj-Napoca să fie interconectat cu rețeaua de transport existentă și propusă.

De asemenea, acest mijloc de transport public este vital și pentru accesibilitatea la noul Spital Regional de Urgență.

Construirea și dotarea Spitalului Regional de Urgență Cluj sunt cuprinse în Acordul de parteneriat al României cu Comisia Europeană pentru perioada 2014-2020 și sunt prevăzute a fi finanțate prin Programul operațional regional 2014-2020 și Programul operațional regional 2021-2027.

Punctele principale de interes ce trebuie deservite de către viitorul traseu de metrou, pe axa vest-centru-est, sunt: Centrul zonei de sud a comunei Florești - Spitalul Regional de Urgență - Centrul Comercial Vivo - Cartierul Mănăștur - Centrul Municipiului Cluj-Napoca - Aurel Vlaicu/Pod IRA, rezultând astfel un coridor de analiză în lungime de aproximativ 14,4 km. Precizăm faptul că noul punct de oprire de la podul IRA asigură conexiunea cu trenul metropolitan, care va utiliza infrastructura de cale ferată existentă.

În ceea ce privește conexiunea cu aeroportul, care este într-o extindere constantă în ceea ce privește numărul de pasageri, aceasta se va realiza într-o primă etapă printr-o transbordare a pasagerilor la nodul intermodal IRA, din metrou în trenul metropolitan.

Accesibilitatea la aeroport este asigurată pentru majoritatea cetățenilor zonei metropolitane prin complementaritatea realizării celor două proiecte (metrou și tren metropolitan).

Creșterea calității vieții nu se poate realiza atât timp cât locuitorii din zona metropolitană folosesc preponderent autoturismul propriu și se ajunge în situația depășirii capacității de circulație a străzilor și intersecțiilor. Doar prin oferirea unei alternative de transport în comun modern, sigur și rapid, cetățenii vor alege să renunțe la autoturismul propriu și să utilizeze transportul în comun.

Un ultim element de context relevant este legat de faptul că în politica actuală a Uniunii Europene reprezintă un fanion promovarea tranziției către o mobilitate urbană durabilă (și, generalizat, către o economie cu emisii scăzute de dioxid de carbon în toate sectoarele), iar acest lucru va rămâne la fel în perioada de programare 2021-2027. În mod particular situația contextuală privind Programul operațional Infrastructură mare 2014-2020 din România este favorabilă finanțării unui proiect privind un sistem de transport rapid metropolitan.

Prin Pactul verde european, Uniunea Europeană își propune găsirea unor soluții la problemele legate de schimbările climatice și să devină neutră din punctul de vedere al impactului asupra

climei până în anul 2050. În acest sens se propun investiții în toate sectoarele economiei, inclusiv investiții în introducerea unor forme de transport public nepoluante și eficiente.

Transporturile sunt responsabile de aproximativ un sfert din emisiile de gaze cu efect de seră din Uniunea Europeană. Tranziția către nivelul zero de emisii nete în anul 2050 are nevoie de infrastructură corespunzătoare, adică de investiții care să se concentreze asupra celor mai puțin poluante moduri de transport.

Municipiul Cluj-Napoca, prin Strategia de dezvoltare și Planul de mobilitate, își propune să se alinieze la aceste obiective de politică ale Uniunii Europene. Prin urmare, trecerea de la o mobilitate bazată pe autoturism propriu la o mobilitate durabilă bazată pe transportul public, culoare pietonale și rețele de transport alternativ reprezintă o prioritate strategică a municipiului și a localităților din zona metropolitană.

Pentru a asigura această tranziție este nevoie să se ofere cetățenilor o alternativă reală, eficientă, sigură, rapidă și de mare capacitate.

Prin Acordul de asociere privind realizarea în parteneriat a studiilor de preferezabilitate, fezabilitate, impact asupra mediului și evaluare strategică adecvată pentru obiectivul de investiții:

"Tren Metropolitan Gilău - Florești - Cluj-Napoca - Baciul - Apahida - Jucu - Bonțida" - nr. 188.108/4.04.2019, părțile (UAT municipiul Cluj-Napoca, comuna Florești, comuna Gilău, comuna Apahida, comuna Baciul, comuna Jucu și comuna Bonțida) au convenit realizarea în parteneriat a studiilor SPF, SF, de mediu pentru proiect, alocând fonduri pentru a evalua fezabilitatea transportului urban de călători tip metrou."

Proiectul se va derula prin Programul operațional Infrastructură mare (POIM) 2014-2020/Planul național de relansare și reziliență (PNRR) 2021-2027/Programul operațional Transport (POT) 2021-2027 și alte surse legal constituite, identificate pe parcurs.

2. Date generale privind investiția propusă

Titlul proiectului: „Tren metropolitan Gilău - Florești - Cluj-Napoca - Baciul - Apahida - Jucu - Bonțida - Etapa I a Sistemului de Transport Metropolitan Rapid Cluj Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea - Componenta 1, Magistrala I de Metrou”, județul Cluj

Beneficiar: municipiul Cluj-Napoca

Valoarea totală a proiectului de investiții este de 5.669.949.835 lei, inclusiv TVA.

Durata de realizare (execuție) a proiectului de investiții este de 84 de luni.

3. Fundamentarea dezvoltării proiectului

Obiectivul general al proiectului îl reprezintă crearea unui sistem de transport public de călători, rapid și cadenciat (viteza comercială 40 km/h, interval de circulație 90 de secunde), cu o capacitate corespunzătoare (9.000-15.000 de pasageri pe oră și sens), pe axa vest-est a municipiului Cluj-Napoca (aproximativ 15 km, 14 stații), care să transporte pasagerii în condiții de siguranță și confort.

Obiectivele specifice ale proiectului sunt:

1. Îmbunătățirea atractivității sistemului de transport public durabil metropolitan în vederea accesării rapide a oportunităților socioeconomice din zona de studiu aflată pe axa est-vest a municipiului - indicatorul de performanță este reprezentat de durata mai mică a călătoriilor (înainte/după) de la anumite puncte de origine din interiorul zonei de studiu și centrele-cheie de ocupare a forței de muncă (50 de minute valoarea fără proiect/22 de minute valoarea după implementarea proiectului).

2. Sprijinirea aspirațiilor de creștere economică și a creșterii ocupării forței de muncă prin asigurarea unei capacități de transport îmbunătățite pentru deservirea axei est-vest a zonei metropolitane. Indicatorul de performanță este reprezentat de creșterea capacității de transport în orele de vârf (înainte/după) pe coridorul est-vest de-a lungul zonei de studiu (actual maximum 3.500 de călători pe oră și sens/11.000 până la maximum 34.200 de călători pe oră și sens după punerea în funcțiune a proiectului).

3. Reducerea impactului activităților de transport (poluarea aerului și zgomotul) asupra mediului în cadrul zonei de studiu prin asigurarea unei axe de transport durabil, care să contribuie la redistribuția modală de la transportul cu autoturismul personal. Indicatorii de performanță pentru acest obiectiv sunt modificarea repartiției modale de la autoturisme la transportul public în interiorul zonei de studiu și reducerea prestației rutiere (vehicule - km) realizată pe rețeaua rutieră a orașului (reducerea impactului asupra mediului - Reducerea emisiilor de CO₂ de la 501.000 tone/an CO₂ la sub 497.000 tone/an CO₂ - 0,8% și, respectiv, modificarea repartiției modale de la autoturisme la transportul public: reducerea prestației vehiculelor personale, de la 552.037 veh.km la 548.456 veh.km, - 0,65%).

Proiectul se va derula prin Programul operațional Infrastructură mare (POIM) 2014-2020/Planul național de relansare și reziliență (PNRR) 2021-2027/Programul operațional Transport (POT) 2021-2027 și alte surse legal constituite, identificate pe parcurs.

Beneficiarul principal al investiției, municipiul Cluj-Napoca, cu sprijinul Ministerului Transporturilor, Infrastructurii și Comunicațiilor, va asigura buna funcționare a noului sistem de transport public în vederea atingerii obiectivelor stabilite prin proiect.

Beneficiarii indirecti sunt următorii:

- locuitorii municipiului Cluj-Napoca și ai comunei Florești;
- angajați în municipiul Cluj-Napoca și comuna Florești, care locuiesc în afara acestora;
- elevi, studenți care studiază în municipiul Cluj-Napoca;

- vizitatori ocazionali în municipiul Cluj-Napoca, în scop de afaceri, sănătate, sociocultural.

În urma implementării proiectului este vizată obținerea următoarelor rezultate:

- realizarea unei lungimi de aproximativ 15 km de linie de transport public de călători, de mare capacitate, rapid, cadencat, confortabil și sigur;

- realizarea a 14 stații de călători pe linia sus-menționată, inclusiv a unui depou pentru întreținerea materialului rulant.

4. Valoarea și finanțarea proiectului

Caracteristicile principale și indicatorii tehnico-economici aferenți proiectului de investiții

Titular: municipiul Cluj-Napoca

Beneficiar: municipiul Cluj-Napoca

Amplasament: județul Cluj, municipiul Cluj-Napoca, comuna Florești

Indicatori tehnico-economici

- Valoarea totală a proiectului de investiții (inclusiv TVA)	5.669.949.835 lei
- Eșalonarea investiției	
Anul I	566.994.984 lei
Anul II	850.492.475 lei
Anul III	850.492.475 lei
Anul IV	1.133.989.967 lei
Anul V	850.492.475 lei
Anul VI	850.492.475 lei
Anul VII	566.994.984 lei

Capacități:

- Durata de realizare (execuție) a proiectului de investiții

Finanțarea investiției

Finanțarea obiectivului de investiții se realizează din fonduri externe nerambursabile POIM 2014-2020, PNRR 2021-2027, POT 2021-2027 și de la bugetele locale ale U.A.T. Municipiul Cluj-Napoca și U.A.T. Comuna Florești, în limita sumelor aprobate anual cu această destinație, precum și din alte surse legal constituite identificate pe parcurs, conform programelor de investiții publice aprobate potrivit legii.

AVIZ CTAP Nr. C75/02/19.05.2021

Emis ca urmare a ședinței Comisiei Tehnice de Avizare a Proiectelor (CTAP) a METRANS ENGINEERING SRL, din data de 19.05.2021;

Comisia a examinat documentația menționată mai jos, sub aspectul stabilirii soluțiilor tehnice și economice optime, al încadrării în legislația aplicabilă în vigoare precum și din punct de vedere al respectării sistemului intern de management al calității.

Nr.crt.: C75/02

Cod MTE: C75/23.04.2020

Beneficiar: MUNICIPIUL CLUJ-NAPOCA

Denumire: „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bontida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții”. Componenta 1. Magistrala I de metrou Cluj

- Livrabilul A18(LM18). PLAN URBANISTIC ZONAL (PUZ DRAFT), compus din MEMORIU DE PREZENTARE, REGULAMENT LOCAL DE URBANISM și PLANURI REGLEMENTĂRI URBANISTICE – ZONIFICARE FUNCȚIONALĂ;
- Livrabilul A12(LM12). RAPORT FINAL PRIVIND SELECȚIA OPTIUNII (inclusiv Anexele).

În urma prezentării documentației precum și a răspunsurilor echipei de elaborare la solicitările de clarificare a membrilor, s-a stabilit că documentația prezentată răspunde solicitărilor beneficiarului, corespunde legilor, normelor tehnice și normativelor aplicabile în vigoare, precum și procedurilor interne ale sistemului de management al calității.

În consecință, se emite **AVIZ FAVORABIL** fără observații.

Membrii CTAP,

Radu Gabriel Dumitru - DIRECTOR GENERAL / DIRECTOR TEHNIC

Mădălina Trică - ȘEF DEPARTAMENT ARHITECTURĂ, URBANISM ȘI IMPACT ASUPRA MEDIULUI

Liviu Popa - ȘEF DEPARTAMENT SISTEME TEHNOLOGICE ȘI INSTALAȚII AFERENTE CONSTRUCȚIILOR

Marius Vlăsceanu - ȘEF DEPARTAMENT PLANIFICARE ÎN TRANSPORT, SUPRASTRUCTURĂ/ INFRASTRUCTURĂ TRANSPORT ȘI REȚELE EDILITARE

Ionel Oprea - DIRECTOR DEZVOLTARE

Obiectivul de investiții: „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții” - componenta investitională **Magistrala I de metrou -**

Obiectivul supus recepției/avizării:

LIVRABIL A12(LM12). RAPORT FINAL PRIVIND SELECTIA OPTIUNII
LIVRABIL A18(LM18). PLAN URBANISTIC ZONAL (PUZ)

PROCES-VERBAL DE RECEPȚIE ȘI AVIZARE A DOCUMENTAȚIEI – A12(LM12) -
RAPORT FINAL PRIVIND SELECTIA OPTIUNII SI A18(LM18) - PLAN URBANISTIC
ZONAL (PUZ)

Nr. 391164/01.07.2021

I. DATE GENERALE

1. Comisia de recepție și avizare a documentației tehnico-economice numită prin Dispoziția nr. 213/21.01.2021 a Primarului Municipiului Cluj-Napoca, întrunită la data de 01.07.2021 și-a desfășurat activitatea de la data: 20.05.2021 până la data: 01.07.2021 fiind formată din:

Președinte: Gheorghe Șurubaru – administrator public, Primăria municipiului Cluj-Napoca

Membri: Virgil Poruțiu – director executiv Direcția Tehnică

Liana Henț - șef Serviciu Investiții

Maria Opreș – consilier, Serviciul Investiții, Direcția Tehnică

Daniel Pop - arhitect șef al Municipiului Cluj-Napoca

Ovidiu Vasile Cîmpean - Director Direcția Evenimente publice și informare cetățeni

Iuoraș Remus Adrian – Șef Birou fond funciar și Registrul Agricol, Primăria

Comuniei Florești

Okos Carol – Viceprimar, Primăria Comuniei Gilău

Sabău Dorin - Compania de Transport Public Cluj-Napoca SA

Maniu Paul - Compania de Transport Public Cluj-Napoca SA

Coraian Zoltan-Csaba – Asociația de Dezvoltare Intercomunitară Zona Metropolitană

Cluj

Iuhasz Paul - Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj

Mădălina-Adriana Ciotlăuș – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca, facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri

Mihai Dragomir – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca, facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri

Cătălin Tătaru – director producție, Termoficare Napoca SA

Membrii rezervă: Andreea Mureșan - Șef Birou Strategii Direcția Urbanism

Bogdan Revesz - Șef Serviciu Strategie și Dezvoltare Locală, Management

Proiecte

II. CONSTATĂRI

În urma examinării documentațiilor tehnice prezentate s-au constatat următoarele:

Documentația **LIVRABIL A12(LM12). RAPORT FINAL PRIVIND SELECȚIA OPȚIUNII** elaborat pentru obiectivul de investiții „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baciș – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții” - componenta investițională Magistrala I de metrou -, întocmit de ASOCIEREA SWS ENGINEERING S.P.A – SYSTRA- METRANS ENGINEERING S.R.L., a fost prezentată comisiei după cum urmează:

Conform recomandărilor Consultantului JASPERS și celor agreeate de comun acord Proiectant - Beneficiar, acest livrabil s-a realizat direct pe formatul STUDIULUI DE FEZABILITATE.

Astfel, unele dintre capitole, specificate în document, nefiind inițial incluse în conținutul Livrabilului A12(LM12). RAPORT FINAL PRIVIND SELECȚIA OPȚIUNII, conform cerințelor Caietului de Sarcini, se vor completa la elaborarea primei versiuni a STUDIULUI DE FEZABILITATE – Livrabilul A24(LM24), ce se va preda la sfârșitul lunii Iulie 2021.

S-a plecat de la concluziile Studiului de Prefezabilitate și ale Livrabilului A9 – Raport inițial de selecția opțiunii, conform cărora, pe baza analizelor tehnice, financiare, de mediu și sociale, se recomandă opțiunea strategică ce va fi dezvoltată în această fază a proiectului: **Metrou Ușor, în tehnologie pe șine, cu traseu integral subteran, cu două tunele de diametru aproximativ 6 m, lungimea maximă a materialului rulant aproximativ 52m, lungimea peroanelor aproximativ 55m și 3trrei trasee studiate: Nord, Centru și Sud pentru 3trrei secțiuni de analiză Vest, Centru și Est.**

În această etapă de selecție a opțiunilor s-au analizat cele 4 Opțiuni de trasee, după cum urmează:

Opțiunea 1: Traseu Centru (lungime de 17,5 km cu 16 stații + depou):

- Comuna Florești: Depou – Str. Subcetate: Depou – Str. Porii – Liziera pădurii (între Str. Eroilor și Str. Subcetate) – Str. Abatorului – Cazarmă Florești – Spital de Urgență – Str. Răzoare;
- Municipiul Cluj-Napoca: Str. Valea Gârbăului – Drumul Sfântul Ioan – Str. Primăverii– Calea Mănăstur – Calea Moșilor – Str. Memorandumului – Piața Unirii – B-dul 21 Decembrie 1989 – Piața Mărăști – Str. Aurel Vlaicu – Str. Beiușului – B-dul Muncii;

Opțiunea 2: Traseu Nord (lungime de 16,6 km cu 17 stații + depou):

- Comuna Florești: Depou – Str. Subcetate: Depou – Str. Porii – Liziera pădurii (între Str. Eroilor și Str. Subcetate) – Str. Abatorului – Cazarmă Florești – Spital de Urgență – Str. Răzoare;
- Municipiul Cluj-Napoca: Str. Valea Gârbăului – Drumul Sfântul Ioan – Str. Primăverii– Calea Mănăstur – Calea Moșilor – Str. Memorandumului – Piața Unirii – B-dul 21 Decembrie 1989 – Piața Mărăști – Str. Ialomiței – Str. Câmpului – Str. Fabricii de Zahăr – B-dul Muncii;

Opțiunea 3: Traseu Sud (lungime de 18,9 km cu 18 stații + depou):

- Comuna Florești: Depou – Str. Subcetate: Depou – Str. Porii – Liziera pădurii (între Str. Eroilor și Str. Subcetate) – Str. Abatorului – Cazarmă Florești – Spital de Urgență – Str. Răzoare;
- Municipiul Cluj-Napoca: Str. Valea Gârbăului – Drumul Sfântul Ioan – Str. Primăverii– Calea Mănăstur – Calea Moșilor – Str. Memorandumului – Piața Unirii – B-dul 21 Decembrie 1989 – Piața Mărăști – Str. Teodor Mihali – Str. Alexandru Vaida Voevod – Str. Soporului – Str. Smaranda Brăescu – Cartier Sopor – PID Sopor Tren Metropolitan;

Opțiunea 4: Traseu Combinat (Centru + Sud) (lungime de 20,1 km cu 19 stații + depou):

- Comuna Florești: Depou – Str. Subcetate: Depou – Str. Porii – Liziera pădurii (între Str. Eroilor și Str. Subcetate) – Str. Abatorului – Cazarmă Florești – Spital de Urgență – Str. Răzoare;
- Municipiul Cluj-Napoca: Str. Valea Gârbăului – Drumul Sfântul Ioan – Str. Primăverii – Calea Mănăstur – Calea Moșilor – Str. Memorandumului – Piața Unirii – B-dul 21 Decembrie 1989 – Piața Mărăști – Str. Aurel Vlaicu – Str. Beiușului – B-dul Muncii + Str. Teodor Mihali – Str. Alexandru Vaida Voevod – Str. Soporului.

Pentru analiza comparativă a scenariilor/opțiunilor strategice a diferit doar Traseul (aliniamentul orizontal și profilul vertical), conform celor prezentate anterior. Celelalte caracteristici tehnice au fost descrise în detaliu în documentație, fiind prezentate și definite ca soluție finală recomandată.

Scenariile / opțiunile strategice au ca date comune (invariabile) soluțiile tehnice pentru următoarele (pentru care diferă doar cantitățile):

1. Sistemul de transport, Material rulant, Dispeceratul General, Depoul;
2. Descrierea funcțional – arhitecturală – Proiectul arhitectural;
3. Sistemul de automatizare și siguranță a traficului;
4. Sistemul de Cale de rulare;
5. Sistemul de Alimentare cu energie electrică - Instalații electrice de medie tensiune și Instalații electrice de current continuu pentru tracțiune inclusiv șina a treia, fir de contact.
6. Structura de rezistență stații și interstații (tunele, galerii, clădiri tehnologice);
7. Lucrări speciale conexe (consolidări, drenuri gravitaționale, epuismențe);
8. Devieri rețele edilitare;
9. Devieri de trafic;
10. Demolări;
11. Dezafectări și Refaceri amplasament.
12. Uși ecran de peron (PSD);
13. Instalații de joasă tensiune: forță, iluminat, prize, electrosecuritate și protecție catodică;
14. Instalații tehnico-sanitare de alimentare cu apă, inclusiv pentru stingere incendiu și de canalizare;
15. Instalații de termo-ventilație;
16. Sisteme de transport local de călători: lifturi, escalatoare, trotuare rulante;
17. Echipamente, sisteme și dotări depou: linii de parcare, linii de revizie și reparații, linii speciale cu canale de revizie, strunguri, vinciuri, sisteme și instalații speciale depou inclusiv stație de spălare trenuri, ateliere speciale, magazii de depozitare;
18. Sistemul de protecție civilă;
19. Sistemul de prevenire și stingere a incendiilor;
20. Sistemul SCADA;
21. Sistemului de taxare (AFC);
22. Sistemul de control acces și antiefracție;
23. Sistemele de comunicații (radio, telefonie, fibră optică);
24. Sistemul de sonorizare, semnalistică și informarea dinamică a călătorilor.

Analiza multicriterială privind analiza de opțiuni a cuprins o gamă largă de componente de performanță economică, financiară, tehnică și de transport, fiecare dintre acestea fiind susținută de datele cantitative evaluate până în prezent. Tabelul de mai jos furnizează un rezumat al clasamentului opțiunilor de investiții în conformitate cu punctajele parțiale obținute la criteriile de performanță prezentate în documentație.

Indicator	Opțiuni de investiții		
	O1	O2	O3
Scor parțial Performanța de Transport	17	13	22
Scor parțial Performanța Economică	4	8	12
Scor parțial Performanța Financiară	2	6	4
Scor parțial Performanța Tehnică	7	3	7
Scor General	30	30	45
Clasament Opțiuni	3	3	2

S-a evidențiat un punctaj general ridicat pentru Opțiunea 4: Depou Florești – Piața Unirii – Piața Mărăști – Muncii / Europa Unită, în principal deoarece aceasta oferă performanțe de transport și financiare superioare celorlalte opțiuni analizate.

De asemenea, se remarcă faptul că din evaluările asupra zonei de analiză aferentă Opțiunii 4 care stau la baza prezentului raport, cuprinzând componente geotehnice, hidrologice, seismice, de urbanism, de mediu, etc. nu s-au identificat probleme sau riscuri semnificative care ar putea avea un impact negativ asupra implementării acestui scenariu de investiții, acesta urmând să fie detaliat în fazele următoare de Studiu de Fezabilitate.

În concluzie, având în vedere etapele, analize și livrabilele pregătite în cadrul acestei etape, premergătoare elaborării prezentului raport privind Studiul de Fezabilitate, precum și analizele și evaluările prezentate în cadrul acestui raport privind analiza multicriterială, opțiunea de traseu recomandată a fi dezvoltată în capitolele următoare este **Opțiunea 4: Depou Florești – Piața Unirii – Piața Mărăști – Muncii / Europa Unită**, cu următoarele stații și interstații, care au următoarele caracteristici tehnice:

Obiect	Tip infrastructură	Lungime/Adâncime
Depou	La nivelul terenului	380m / + 0,0m
Legătură depou	Galerie (cut & cover)	545m / +0,0 ÷ -9m
Stația 1. Tara Moșilor	Stație (cut & cover)	117m / -13,0m
Interstația Tara Moșilor – Teilor	Galerie (cut & cover)	1346m / -8 ÷ -14m
Stația 2. Teilor	Stație (cut & cover)	117m / -12 ÷ -16m
Interstația Teilor – Copiilor	Galerie (cut & cover)	86m / -16 ÷ -20m
	Tunel circular (TBM)	1329m / -14,0 ÷ -65m
Stația 3. Copiilor	Stație (cut & cover)	190m / -21,0m
Interstația Copiilor – Sănătății	Tunel circular (TBM)	1457m / -14 ÷ -25m
Stația 4. Sănătății	Stație (cut & cover)	97m / -24m
Interstația Sănătății – Prieteniei	Tunel circular (TBM)	756m / -21 ÷ -28m
Stația 5. Prieteniei	Stație (cut & cover)	290m / -22m
Interstația Prieteniei – Natura Verde	Tunel circular (TBM)	1145 / -15 ÷ -36m
Stația 6. Natura Verde	Stație (cut & cover)	77m / -27m
Interstația Natura Verde – Mănăstur	Tunel circular (TBM)	828m / -24 ÷ -31m
Stația 7. Mănăstur	Stație (cut & cover)	77m / -27m
Interstația Mănăstur – Sfânta Maria	Tunel circular (TBM)	701m / -18 ÷ -23m
Stația 8. Sfânta Maria	Stație (cut & cover)	205m / -27m
Interstația Sfânta Maria – Florilor	Tunel circular (TBM)	592m / -19 ÷ -25m
Stația 9. Florilor	Stație (cut & cover)	97m / -21m
Interstația Florilor – Sportului	Tunel circular (TBM)	630m / -12 ÷ -25m
Stația 10. Sportului	Stație (cut & cover)	80m / -29m
Interstația Sportului – Piața Unirii	Tunel circular (TBM)	815m / -22 ÷ -29m
Stația 11. Piața Unirii	Stație (cut & cover)	77m / -26m
Interstația Piața Unirii – Piața Avram Iancu	Tunel circular (TBM)	503m / -21m
Stația 12. Piața Avram Iancu	Stație (cut & cover)	77m / -26m
Interstația Piața Avram Iancu – Armonia	Tunel circular (TBM)	685m / -17 ÷ -22m
Stația 13. Armonia	Stație (cut & cover)	97m / -20m
Interstația Armonia – Piața Mărăști	Tunel circular (TBM)	471m / -17m
Stația 14. Piața Mărăști	Stație (cut & cover)	250m / -20m
Interstația Piața Mărăști – Transilvania	Galerie (cut & cover)	695m / -9 ÷ -21m

Obiect	Tip infrastructură	Lungime/Adâncime
	Tunel circular (TBM)	287m / -21 ÷ -25m
Stația 15. Transilvania	Stație (cut & cover)	77m / -25m
Interstația Transilvania – Viitorului	Tunel circular (TBM)	695m / -15 ÷ -22m
Stația 16. Viitorului	Stație (cut & cover)	97m / -20m
Interstația Viitorului – Muncii	Tunel circular (TBM)	1294m / -15 ÷ -21m
Stația 17. Muncii	Stație (cut & cover)	205m / -20m
Interstația Piața Mărăști – Cosmos	Galerie (cut & cover)	169m / -12 ÷ -21m
	Tunel circular (TBM)	726m / -13 ÷ -16m
Stația 18. Cosmos	Stație (cut & cover)	97m / -20m
Interstația Cosmos – Europa Unită	Tunel circular (TBM)	1306m / -16 ÷ -32m
Stația 19. Europa Unită	Stație (cut & cover)	341m / -17 ÷ -20m

Prin însumarea valorilor prezentate în tabelul de mai sus, rezultă următoarele lungimi pe tipuri de structură:

Stații	2665m
Galerii rectangulară	2841m
Tunele circulare	28440m
Depou	380m
Evacuări de urgență	20 buc.
Stații pompare ape infiltrații interstații	8 buc.
Total	20106m

Prezentul Livrabil A12(LM12). RAPORT FINAL PRIVIND SELECȚIA OPȚIUNII va sta la baza elaborării primei versiuni a STUDIULUI DE FEZABILITATE – Livrabilul A24(LM24), ce se va preda la sfârșitul lunii Iulie 2021.

Documentația **A18(LM18) - PLAN URBANISTIC ZONAL (PUZ)** elaborat pentru obiectivul de investiții „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții” - componenta investitională Magistrala I de metrou -, întocmit de ASOCIEREA SWS ENGINEERING S.P.A – SYSTRA- METRANS ENGINEERING S.R.L., a fost prezentată comisiei după cum urmează:

Documentația este realizată conform normei tehnice în vigoare, Reglementarea tehnică indicativ GM-010-2000: Ghid privind metodologia de elaborare și conținutul cadru al Planului Urbanistic Zonal, elaborat de INCDUAT URBANPROIECT București și aprobat cu Ordin MLPAT nr. 176/N/16.08.2000.

Livrabilul A18(LM18). PLAN URBANISTIC ZONAL este compus din MEMORIU DE PREZENTARE, REGULAMENT LOCAL DE URBANISM și PLANURI REGLEMENTĂRI URBANISTICE – ZONIFICARE FUNCȚIONALĂ.

La baza elaborării documentației a stat soluția tehnică stabilită în Livrabilul A12(LM12). RAPORT FINAL PRIVIND SELECȚIA OPȚIUNII, după cum urmează:

Opțiunea 4: Traseu Combinat (Centru + Sud) (lungime de 20,1 km cu 19 stații + depou):

- Comuna Florești: Depou – Str. Subcetate: Depou – Str. Porii – Liziera pădurii (între Str. Eroilor și Str. Subcetate) – Str. Abatorului – Cazarmă Florești – Spital de Urgență – Str. Răzoare;
- Municipiul Cluj-Napoca: Str. Valea Gârbăului – Drumul Sfântul Ioan – Str. Primăverii – Calea Mănăstur – Calea Moșilor – Str. Memorandumului – Piața Unirii – B-dul 21 Decembrie 1989 – Piața Mărăști – Str. Aurel Vlaicu – Str. Beiușului – B-dul Muncii + Str. Teodor Mihali – Str. Alexandru Vaida Voevod – Str. Soporului.

cu următoarele stații și interstații, care au următoarele caracteristici tehnice:

Obiect	Tip infrastructură	Longime/Adâncime
Depou	La nivelul terenului	380m / + 0,0m
Legătură depou	Galerie (cut & cover)	545m / +0,0 ÷ -9m
Stația 1. Țara Moșilor	Stație (cut & cover)	117m / -13,0m
Interstația Țara Moșilor – Teilor	Galerie (cut & cover)	1346m / -8 ÷ -14m
Stația 2. Teilor	Stație (cut & cover)	117m / -12 ÷ -16m
Interstația Teilor – Copiilor	Galerie (cut & cover) Tunel circular (TBM)	86m / -16 ÷ -20m 1329m / -14,0 ÷ -65m
Stația 3. Copiilor	Stație (cut & cover)	190m / -21,0m
Interstația Copiilor – Sănătății	Tunel circular (TBM)	1457m / -14 ÷ -25m
Stația 4. Sănătății	Stație (cut & cover)	97m / -24m
Interstația Sănătății – Prieteniei	Tunel circular (TBM)	756m / -21 ÷ -28m
Stația 5. Prieteniei	Stație (cut & cover)	290m / -22m
Interstația Prieteniei – Natura Verde	Tunel circular (TBM)	1145 / -15 ÷ -36m
Stația 6. Natura Verde	Stație (cut & cover)	77m / -27m
Interstația Natura Verde – Mănăstur	Tunel circular (TBM)	828m / -24 ÷ -31m
Stația 7. Mănăstur	Stație (cut & cover)	77m / -27m
Interstația Mănăstur – Sfânta Maria	Tunel circular (TBM)	701m / -18 ÷ -23m
Stația 8. Sfânta Maria	Stație (cut & cover)	205m / -27m
Interstația Sfânta Maria – Florilor	Tunel circular (TBM)	592m / -19 ÷ -25m
Stația 9. Florilor	Stație (cut & cover)	97m / -21m
Interstația Florilor – Sportului	Tunel circular (TBM)	630m / -12 ÷ -25m
Stația 10. Sportului	Stație (cut & cover)	80m / -29m
Interstația Sportului – Piața Unirii	Tunel circular (TBM)	815m / -22 ÷ -29m
Stația 11. Piața Unirii	Stație (cut & cover)	77m / -26m
Interstația Piața Unirii – Piața Avram Iancu	Tunel circular (TBM)	503m / -21m
Stația 12. Piața Avram Iancu	Stație (cut & cover)	77m / -26m
Interstația Piața Avram Iancu – Armonia	Tunel circular (TBM)	685m / -17 ÷ -22m
Stația 13. Armonia	Stație (cut & cover)	97m / -20m
Interstația Armonia – Piața Mărăști	Tunel circular (TBM)	471m / -17m
Stația 14. Piața Mărăști	Stație (cut & cover)	250m / -20m
Interstația Piața Mărăști – Transilvania	Galerie (cut & cover) Tunel circular (TBM)	695m / -9 ÷ -21m 287m / -21 ÷ -25m
Stația 15. Transilvania	Stație (cut & cover)	77m / -25m
Interstația Transilvania – Viitorului	Tunel circular (TBM)	695m / -15 ÷ -22m
Stația 16. Viitorului	Stație (cut & cover)	97m / -20m
Interstația Viitorului – Muncii	Tunel circular (TBM)	1294m / -15 ÷ -21m
Stația 17. Muncii	Stație (cut & cover)	205m / -20m
Interstația Piața Mărăști – Cosmos	Galerie (cut & cover) Tunel circular (TBM)	169m / -12 ÷ -21m 726m / -13 ÷ -16m
Stația 18. Cosmos	Stație (cut & cover)	97m / -20m
Interstația Cosmos – Europa Unită	Tunel circular (TBM)	1306m / -16 ÷ -32m
Stația 19. Europa Unită	Stație (cut & cover)	341m / -17 ÷ -20m

Prezenta documentație se va completa cu Studiile de specialitate și cu Avizele obținute, astfel încât se va preda la sfârșitul lunii August 2021 versiunea A18(LM18). PLAN URBANISTIC ZONAL (PUZ) – AUGUST 2021.

Comisia a luat act de cele prezentate și avizează FAVORABIL documentația A12(LM12). RAPORT FINAL PRIVIND SELECȚIA OPȚIUNII și documentația A18(LM18) – PLAN URBANISTIC ZONAL (PUZ) conform analizelor prezentate și condiționat de respectarea și completarea (modificarea) acestora conform cerințelor impuse în Studiile de specialitate și Avizele/Acordurile obținute.

UAT Municipiul Cluj-Napoca

având în vedere obiectul transmis în puicada de consultat și
informații publice a soluției preliminare a PUZ, se înregistrează
regăndul "stare sportului", acordând vot de calitate
înspate de "avizate".

Comuna Florești

Comuna Gilău

Compania de Transport Public Cluj-Napoca SA

Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj

Termoficare Napoca

Universitatea Tehnică Cluj-Napoca

Alte observații:

III. CONCLUZII

1. Pe baza constatărilor și concluziilor consemnate mai sus, comisia de recepție și avizare hotărăște în unanimitate/cu majoritatea de păreri:

SE ADMITE RECEPȚIA ȘI AVIZAREA DOCUMENTAȚIEI A12(LM12). RAPORT FINAL PRIVIND SELECTIA OPTIUNII și a documentației A18(LM18) – A18(LM18). PLAN URBANISTIC ZONAL (PUZ).

2. Prezentul proces-verbal, care conține 8 pagini și a fost încheiat în 15 exemplare originale.

Comisia de recepție și avizare a documentației tehnico-economice:

Președinte: Gheorghe Șurubaru – administrator public, Primăria municipiului Cluj-Napoca.....

Membri: Virgil Poruțiu – director executiv Direcția Tehnică.....

Liana Henț – șef Serviciu Investiții.....

Maria Opreș – consilier, Serviciul Investiții, Direcția Tehnică

Daniel Pop - arhitect șef al Municipiului Cluj-Napoca.....

Ovidiu Vasile Cîmpean - Director Direcția Evenimente publice și informare cetățeni

Iuoraș Remus Adrian – Șef Birou fond funciar și Registrul Agricol, Primăria
Comuniei Florești.....

Okos Carol – Viceprimar, Primăria Comuniei Gilău.....

Sabău Dorin - Compania de Transport Public Cluj-Napoca SA

Maniu Paul - Compania de Transport Public Cluj-Napoca SA.....

Coraian Zoltan-Csaba – Asociația de Dezvoltare Intercomunitară

Zona Metropolitană Cluj

Iuhasz Paul - Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj

Mădălina-Adriana Ciotlăuș – Sef l. dr. Ing - Universitatea Tehnică din Cluj-Napoca,
facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri.....

Mihai Dragomir – Sef l. dr. Ing - Universitatea Tehnică din Cluj-Napoca, facultatea
de Construcții – departamentul Cai Ferate Drumuri și Poduri.....

Cătălin Tătaru – director producție, Termoficare Napoca SA.....

Membrii rezervă: Andreea Mureșan - Șef Birou Strategii Direcția Urbanism

Bogdan Revesz - Șef Serviciu Strategie și Dezvoltare Locală,

Management Proiecte

MUNICIPIUL CLUJ- NAPOCA
DIRECȚIA TEHNICĂ
SERVICIUL INVESTIȚII

Obiectivul de investiții: „Tren Metropolitan Gilău – Florești – Cluj-Napoca – Baci – Apahida – Jucu – Bonțida”- etapa I a sistemului de transport metropolitan rapid Cluj: Magistrala I de Metrou și Tren Metropolitan, inclusiv legătura dintre acestea și a studiilor conexe viitoarelor obiective de investiții” - componenta investitională **Magistrala I de metrou** -

Obiectivul supus recepției/avizării:

LIVRABIL A18(LM18). PLAN URBANISTIC ZONAL (PUZ) - REVIZUIT

PROCES-VERBAL DE RECEPȚIE ȘI AVIZARE A DOCUMENTAȚIEI – A18(LM18) - PLAN URBANISTIC ZONAL (PUZ) – REVIZUIT

Nr. 473111/17.08.2021

I. DATE GENERALE

1. Comisia de recepție și avizare a documentației tehnico-economice numită prin Dispoziția nr. 213/21.01.2021 a Primarului Municipiului Cluj-Napoca, și-a desfășurat activitatea de la data: 20.05.2021 până la data: 17.08.2021 fiind formată din:

Președinte: Gheorghe Șurubaru – administrator public, Primăria municipiului Cluj-Napoca
Membri: Virgil Poruțiu – director executiv Direcția Tehnică
Liana Henț - șef Serviciu Investiții
Maria Opreș – consilier, Serviciul Investiții, Direcția Tehnică
Daniel Pop - arhitect șef al Municipiului Cluj-Napoca
Ovidiu Vasile Cîmpean - Director Direcția Evenimente publice și informare cetățeni
Iuoraș Remus Adrian – Șef Birou fond funciar și Registrul Agricol, Primăria Comuniei Florești
Okos Carol – Viceprimar, Primăria Comuniei Gilău
Sabău Dorin - Compania de Transport Public Cluj-Napoca SA
Maniu Paul - Compania de Transport Public Cluj-Napoca SA
Coraian Zoltan-Csaba – Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj
Iuhász Paul - Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj
Mădălina-Adriana Ciotlăuș – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca, facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri
Mihai Dragomir – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca, facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri
Cătălin Tătaru – director producție, Termoficare Napoca SA
Membrii rezervă: Andreea Mureșan - Șef Birou Strategii Direcția Urbanism
Bogdan Revesz - Șef Serviciu Strategie și Dezvoltare Locală, Management Proiecte

II. CONSTATĂRI

În urma examinării documentației prezentate s-au constatat următoarele:

Soluțiile elaborate inițial și prezentate în PUZ au fost stabilite în ipoteza unei finanțări totale a Proiectului. Conform ultimelor informații, Proiectul beneficiază însă doar de finanțare parțială din PNRR 300MEuro din PNRR și 260MEuro din alte surse.

Astfel, această finanțare parțială va duce la abordarea pe secțiuni de punere în funcțiune care trebuie să fie funcționale tehnic.

Conform celor prezentate de Proiectant, Proiectul Magistralei I de metrou Cluj se poate împărți în 3 secțiuni:

-Secțiunea 1. Câmpului (Sfânta Maria) – Piața Mărăști – Europa Unită (Becaș): 9 stații, 7,5km;

- Secțiunea 2. Depou Florești – Câmpului (Sfânta Maria): 7 stații, 1 depou, 9,6km;
- Secțiunea 3. Piața Mărăști – Muncii: 3 stații, 3,0km.

În consecință, pentru a face funcțională Secțiunea 1 (declarată prioritară) a fost necesară relocarea Depoului în altă zonă ceea ce a dus la modificarea soluțiilor tehnice inițiale prezentate și în PUZ.

Astfel Depoul se va reloca corespunzător de la Florești în zona Sopor – Becaș. Ținând cont de inexistența constrângerilor urbanistice în amplasamentul studiat, inclusiv din partea MApN, s-a implementat această soluție în Proiect, motiv pentru care a fost necesară revizuirea corespunzătoare a PUZ-ului.

Relocarea Depoului de la Florești în zona Sopor – Becaș, implică modificarea numărului de km de metrou pentru fiecare UAT, astfel cum a fost comunicat în adresa nr. MTE1442-12.08.2021:

- pentru UAT Comuna Florești este de **6,3km din 21,1km**; Contribuția fiind 30%
- pentru UAT Municipiul Cluj-Napoca este de **14,8km din 21,1km**. Contribuția aferentă fiind de 70%

Comisia a luat act de cele prezentate și avizează FAVORABIL documentația A18(LM18) – PLAN URBANISTIC ZONAL (PUZ) - REVIZUIT conform analizelor prezentate și condiționat de respectarea și completarea (modificarea) acestora conform cerințelor impuse în Studiile de specialitate și Avizele/Acordurile obținute.

UAT Municipiul Cluj-Napoca

Comuna Florești

Comuna Gilău

*Având în vedere că studiul nu prevede lucrări pe teritoriul
Com. Gilău nu avem obiecții*

Compania de Transport Public Cluj-Napoca SA

Asociația de Dezvoltare Intercomunitară Zona Metropolitană Cluj

Termoficare Napoca

Universitatea Tehnică Cluj-Napoca

Alte observații:

III. CONCLUZII

1. Pe baza constatărilor și concluziilor consemnate mai sus, comisia de recepție și avizare hotărăște în unanimitate/cu majoritatea de păreri:

SE ADMITE RECEPȚIA ȘI AVIZAREA DOCUMENTAȚIEI A18(LM18) – A18(LM18).
PLAN URBANISTIC ZONAL (PUZ) -REVIZUIT

2. Prezentul proces-verbal, care conține 8 pagini și a fost încheiat în 15 exemplare originale.

Comisia de recepție și avizare a documentației tehnico-economice:

Președinte: Gheorghe Șurubaru – administrator public, Primăria municipiului Cluj-Napoca.....

Membri: Virgil Poruțiu – director executiv Direcția Tehnică.....

Liana Henț - șef Serviciu Investiții.....

Maria Opriș – consilier, Serviciul Investiții, Direcția Tehnică.....

Daniel Pop - arhitect șef al Municipiului Cluj-Napoca.....

Ovidiu Vasile Cîmpean - Director Direcția Evenimente publice și informare cetățeni

Iuoraș Remus Adrian – Șef Birou fond funciar și Registrul Agricol, Primăria

Comuniei Florești.....

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Sabău Dorin - Compania de Transport Public Cluj-Napoca SA.....

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facultatea de Construcții – departamentul Cai Ferate Drumuri și Poduri.....

Mihai Dragomir – Sef l. dr. Ing - Universitatea Tehnica din Cluj-Napoca, facultatea
de Construcții – departamentul Cai Ferate Drumuri și Poduri.....

Cătălin Tătaru – director producție, Termoficare Napoca SA.....

Membrii rezervă: Andreea Mureșan - Șef Birou Strategii Direcția Urbanism.....

Bogdan Revesz - Șef Serviciu Strategie și Dezvoltare Locală,

Management Proiecte.....

Contract for Cooperation

Between

Wuppertal Institut für Klima, Umwelt, Energie gGmbH,
Döppersberg 19, 42103 Wuppertal
- Leader -

and

RUPPRECHT CONSULT - Forschung & Beratung GmbH
Clever Str. 13 – 15, 50668 Köln (Cologne)/ Germany

whereas the Parties wish to co-operate on:

TRANSfer III –Facilitating the development of ambitious transport mitigation actions

Acronym: **TRANSfer III – Mitigation**

The partners agree as follows:

I. Purpose of the Consortium

The purpose of this Agreement is to specify the organisation of the work between the Parties, organize the management and to define rights and obligations of the Parties under the above-mentioned contract. (Annex 1)

II. Commencement and Duration

This Agreement shall commence on the Effective Date and shall continue until the completion of the Project. (10.12.2020)

III. Governing bodies, roles and responsibilities

III.1. Consortium Leader

The Wuppertal Institute and beneficiary in the GIZ Contract is the consortium leader. As the contractor with the GIZ, the consortium leader will be responsible for official communications with the GIZ concerning the contractual matters.

Additional tasks include:

- a) Coordinate the tasks securely. The tasks of the individual partners are coordinated in their expertise and in a timely manner.
- b) Organisation and supervision of the work regards administrative authorisation
- c) Financial reporting to GIZ and transfer the payments to the partners
- d) Settlement with the partners. The partners will send the invoice regarding the individual order with reference to the Terms of Reference (Annex 2) and agreed rates (Annex 3)

III.2 Consortium Partner

The partners are responsible for the implementation of services/achieve as the service requests and the Terms of Reference (Annex 2).

The partners will deploy qualified personnel to warrant that the fixed deadlines in the task description will be met.

In the event of deviations in the joint task description the leader will inform at an early time and make recommendations for overcoming the problems encountered.

None of the partners is authorized to represent another or all without a written authorization.

IV. Confidentiality

The partners shall keep all technical and business type information of the other partners. During and after the plan/ project partners maintain confidentiality and shall not pass information on to third parties without the written authorization by the applicable partner. This requirement becomes void for information as follows:

- information that became public prior to the receipt by the partner or was accessible or common knowledge, or
- information which became commonly accessible without the doing or fault of another, or
- information already known to the partner before receiving it, or
- information in line with those disclosed or made accessible by an authorized third party at any point in time, or
- created by a member of staff of the receiving partner without factual knowledge of the information.

V. Liability

The partners assure of scientific diligence as well as maintaining recognized rules of technology. They are not responsible to each other for the accuracy and suitability of the results in research and development for a specific purpose within the framework of this contract. Just as no partner shall be liable that his provided utilization rights are freely utilized by the rights which third parties may have. The liability limitations named here do not apply to intent.

Damage incurred while carrying out work within the tasks of this contract and liability for it must be attributable to the party who has caused it. Such claims of the partners for damages against each other, caused by their management personnel and legal representatives performing and vicarious agents, are excluded; damages are not caused willfully or in gross negligence. Claims for damages by the partners against each other, resulting from secondary breach in obligations are also excluded, if their cause was not intentional or in gross negligence. In the event of violations in connection with pertinent contractual matters (cardinal duties) then it also applies to light negligence or foreseeable, contract specific- and direct damages.

Limited liability or exclusion of liability does not apply to damages to life, the body or health.

VI. Subcontracting

Prior to the submission of work to third parties, the rest of the partners must be informed in writing. When submitting subcontracts to third parties, it must be ensured that the rights provided for the other partners with respect to results are also applicable to the subcontractors.

The applicable partner ensures that the subcontractor treats all information given to him with the same confidentiality as is the obligations of the partner.

The financial responsibility in subcontracting rests with the partner who ordered it.

VII. Knowledge, Inventions, Work-Results and Rights to the Results

The partners agree and provide rights to each other for the utilization of inventions which stand solely with one partner and his rights for them in the course of the project and registration of same to provide for a non-exclusive, non-transferable and free of charge right for its utilization for the duration of conducting the project. For further utilization after project end, each partner will receive upon written request, within one year, a non-exclusive, non-transferable right for the intended use at market conform conditions. In determining market conform terms, the provided contributions of the applicable partner within the cooperation must be considered in comparison to the conditions of non-participants. Whereby the applicable partner may receive a considerable reduction and which in special founded cases may lead to an almost omitted utilization fee.

For know-how and copy rights, including software, created solely by one partner Sect. 1 is applicable.

Partners will reach agreement case by case over the treatment of joint inventions while in project work (meaning inventions in which staff of several partners participated and which inventions cannot be separated in terms of attributable portions, thus it cannot be registered) Sec. 1 basically applies as relevant. For joint copy rights jointly created by partners during the project work (Joint Copy Rights) Sect. 1 is of relevance.

Prior to the beginning of the contract work, the partners agree to provide if required a non-exclusive, non-transferable and free right for utilization for copy rights if authorized to do so, for inventions for the contract work, for the duration of the plan / project. Rights provided for are in accordance for utilization do not give the right to handle or change the invention and the copy right. For know-how and existing copy rights, including software at commencement date of the contract, Sect. 3 is of relevance.

VIII. Miscellaneous

Changes and supplements to this contract must be marked as such and need to be in writing to become legally valid. This also applies when the written form requirement is waived.

In the event that a partner has contract work performed by third parties, it must be ensured that all results must be provided for the other partners as per stipulations in this contract.

Cooperation of partners with third parties outside this contract work is not excluded in this contract, even if it applies to similar specifics.

Laws of the Federal Republic of Germany apply.

Attachments:

Annex 1 – Contract GIZ

Annex 2 – TOR

Annex 3 - Price schedule (short-term expert pool)

For Wuppertal Institut für Klima, Umwelt, Energie gGmbH (Lead):

Wuppertal,

Prof. Dr. Uwe Schneidewind
President

Brigitte Mutert-Breidbach
Business Manager

For Rupprecht Consult Forschung und Beratung GmbH

Cologne, *7 May 2018*


Siegfried Rupprecht
Director

**Bewirtschaftung des TRANSfer KZE-Pools
(Stadtverkehr Vertragsnummer 81212410)**

Vertragsnummer (VN)	Stadtverkehrspool: VN 81212410
Projekt (PN)	EUROCLIMA+ (PN 16.9750.7-002.00) Diese Anfrage basiert auf der Leistungsbeschreibung des zugrundeliegenden Vertrags (s. VNr. oben), insbesondere Absatz 2 des Vertrages sowie Sektion 1.2 der TOR.
Kurzbezeichnung des Auftrags	EUROCLIMA+: Support to the Implementation of EUROCLIMA+ SUMP
Ziel	Siehe ToR
Zeitraum	01.06.2019 to 15.11.2020
Consultant	Rupprecht Consult <ul style="list-style-type: none"> • Dr. Ing. Susanne Böhrer- Baedeker (senior) • Dr. Wolfgang Backhaus (senior) • Dr. Ralf Brand (senior) • Daniel Franco (junior) • Katy Huaylla (junior) [ab Anfang Juli] • Lasse Brand (junior) • Siegfried Rupprecht (senior) <p>Ggf. weitere Experten N.N.</p>
Zuständiger GIZ-Berater	Michael Engelskirchen
Schlüsselergebnisse bzw. Deliverables und Fristen	Siehe ToR
Aufgaben	Siehe ToR
Mengengerüst	<ul style="list-style-type: none"> • <u>Seniorexpertentage (à 900€/Tag)</u>: bis zu 95 Tage gegen Zeitaufschrieb auf Halbstundenbasis • <u>Juniorexpertentage (à 630€/Tag)</u>: bis zu 121 Tage gegen Zeitaufschrieb auf Halbstundenbasis • <u>Reisekostenhinweise</u>: <ul style="list-style-type: none"> - Flug International (pauschal 1750€): bis zu 7 Flüge nach Lateinamerika - Übernachtungspauschalen: bis zu 42 Pauschalen à 141 EUR für Mexiko oder à 97 EUR für Ecuador oder à 187 EUR für Chile - Tagegelder: bis zu 49 Tagegelder à 41 EUR für Mexiko oder à 44 EUR für Ecuador oder à 44 EUR für Chile, bis zu 4 Tagegelder à 12 EUR für Deutschland - Reisen zur Projektkoordination (pauschal à 300 €): bis zu 4 eintägige Reisen nach Eschborn
Hinweise	Leistung ist mit Rupprecht Consult abgestimmt.

giz

**Bewirtschaftung des TRANSfer KZE-Pools
(Stadtverkehr Vertragsnummer 81212410)**

Vertragsnummer (VN)	Stadtverkehrspool: VN 81212410
Projekt (PN)	EUROCLIMA+ (PN 17.2201.6-005.00) Diese Anfrage basiert auf der Leistungsbeschreibung des zugrundeliegenden Vertrags (s. VNr. oben), insbesondere Absatz 2 des Vertrages sowie Sektion 1.2 der TOR.
Kurzbezeichnung des Auftrags	EUROCLIMA+: Support to the Development and Implementation of SUMP
Ziel	Siehe ToR
Zeitraum	14.04.2021 to 31.12.2021
Consultant	<ul style="list-style-type: none"> Rupprecht Consult <ul style="list-style-type: none"> Katy Huaylla (junior) Dr.Ing. Susanne Böhler-Baedeker (senior) Siegfried Rupprecht (senior) <p>Ggf. weitere Experten N.N.</p>
Zuständiger GIZ-Berater	Michael Engelskirchen
Schlüsselergebnisse bzw. Deliverables und Fristen	Siehe ToR
Aufgaben	Siehe ToR
Mengengerüst	<ul style="list-style-type: none"> <u>Seniorexpertentage (à 900€/Tag)</u>: bis zu 5 Tage gegen Zeitaufschrieb auf Halbstundenbasis <u>Juniorexpertentage (à 630€/Tag)</u>: bis zu 50 Tage gegen Zeitaufschrieb auf Halbstundenbasis <u>Admintage (à 790€/Tag)</u>: bis zu 3 Tage gegen Zeitaufschrieb <u>Reisekostenhinweise</u>: <ul style="list-style-type: none"> Tagegelder: bis zu 2 à 14 EUR für Deutschland und/oder à 42 EUR Brüssel Reisen zur Projektkoordination (pauschal à 300 €): bis zu 2 eintägige Reisen nach Eschborn oder Brüssel
Hinweise	Leistung ist mit Rupprecht Consult abgestimmt.

RU PPRECHT CONSULT GmbH ■ Clever Str. 13 - 15 ■ D-50668 Köln

Wuppertal Institut für Klima, Umwelt,
Energie gGmbH
Döppersberg 19
42103 Wuppertal

Köln, 18. October 2019

Invoice Nr. 19101802

TRANSfer III VN 81212410 EUROCLIMA + (PN 16.9750.7-002.11

ORDER REQUEST LA 29

Dear Mr. Lah,

For the above services we charge according to the contract:

14 person days à 900,00 €	12.600,00 €
21,5 person days à 630,00 €	13.545,00 €
plus VAT 19 %	4.967,55 €
Total amount	31.112,55 €

Please transfer within 14 days to the following bank account:

Name of Bank:	Sparkasse KölnBonn
BIC:	COLSDE33
IBAN:	DE DE36370501980043032168
Account holder:	Rupprecht Consult – Forschung & Beratung GmbH

Best regards

Angéla Rupprecht

RU PP RECHT CONSULT GmbH ■ Clever Str. 13 - 15 ■ D-50668 Köln

Wuppertal Institut für Klima, Umwelt,
Energie gGmbH
Döppersberg 19
42103 Wuppertal

Köln, 1. June 2020

— **Invoice Nr. 2006011**

TRANSfer III VN 81212410 EUROCLIMA + (PN 16.9750.7-002.11

ORDER REQUEST LA 29

Dear Ms. Eckelmann

For the above services in the period October 2019 – Mai 2020 we charge according to the contract:

32,75 person days à 900,00 €	29.475,00 €
78,50 person days à 630,00 €	49.455,00 €
Travel costs	4.124,00 €
Total net	83.054,00 €
plus VAT 19 %	15.780,26 €
Total amount	98.834,26 €

Please transfer within 14 days to the following bank account:

Name of Bank:	Sparkasse KölnBonn
BIC:	COLSDE33
IBAN:	DE DE36370501980043032168
Account holder:	Rupprecht Consult – Forschung & Beratung GmbH

Best regards

Angéla Rupprecht

RU PPRECHT CONSULT GmbH ■ Clever Str. 13 - 15 ■ D-50668 Köln

Wuppertal Institut für Klima, Umwelt,
Energie gGmbH
Döppersberg 19
42103 Wuppertal

Köln, 11. October 2021

— **Invoice Nr. 21101101**

TRANSfer III VN 81212410 EUROCLIMA + (PN 16.9750.7-002.11

ORDER REQUEST LA 29

Dear Mr. Kodukula,

For the above services in the period April 2020 - June 2021 we charge according to the contract:

44,25 person days à 900,00 €	39.825,00 €
21 person days à 630,00 €	13.230,00 €
Total netto	53.055,00 €
plus VAT 19 %	10.080,45 €
Total amount	63.135,45 €

This invoice replaces invoice 21080901 from August 2021.

Please transfer within 14 days to the following bank account:

Name of bank:	Sparkasse KölnBonn
BIC:	COLSDE33
IBAN:	DE DE36370501980043032168
Account holder:	Rupprecht Consult – Forschung & Beratung GmbH

Best regards

Angéla Rupprecht

RUPPRECHT CONSULT GmbH ■ Clever Str. 13 - 15 ■ D-50668 Köln

Wuppertal Institut für Klima, Umwelt,
Energie gGmbH
Döppersberg 19
42103 Wuppertal

Köln, 11. October 2021

— **Invoice Nr. 21101102**

TRANSfer III VN 81212410 EUROCLIMA + (PN 17.2201.6-005.00)

ORDER REQUEST LA 51

Dear Mr. Kodukula,

For the above services in the period April 2020 - June 2021 we charge according to the contract:

68 person days à 630,00 €	42.840,00 €
plus VAT 19 %	8.139,60 €
Total amount	50.979,60 €

This invoice replaces invoice 21091401 from September 2021.

Please transfer within 14 days to the following bank account:

Name of bank:	Sparkasse KölnBonn
BIC:	COLSDE33
IBAN:	DE DE36370501980043032168
Account holder:	Rupprecht Consult – Forschung & Beratung GmbH

Best regards

Angéla Rupprecht



Service Transfer-Acceptance Act

2020-02-28 Nr. 1

In this act of transfer-acceptance of services we note that **UAB "Civitta"**, legal entity code 302477747, hereinafter referred to as "**Service Provider**", represented by associate partner Egidijus Skrodenis, transfers, and **Klaipėda City Municipality Administration**, legal entity code 188710823, hereinafter referred to as "**Client**", represented by Gintaras Neniškis, Director of Klaipėda City Municipality Administration, accepts the following services (hereinafter - Services):

- 1. Application of research methods and preparation of the main methodology evaluation methodology (Terms of Reference 1.1-1.5 and their sub-items).
- 2. Current situation and possible solutions to problems (Terms of Reference 2.1 and its sub-items).
- 3. Concept development stage (Item 2.2 and its sub-items of the Terms of Reference).

The price of the Services transferred by this service transfer-acceptance act is 115 702.48 Eur and VAT 24,297.52 Eur. The total price of the Service is 140,000 Eur (one hundred and forty thousand euro and 00 cents) with VAT.

The services were provided in accordance with the 16 January 2019 service contract no. J9-159 (hereinafter referred to as the Contract).

The Client has no claims against the Service Provider for the provided Services and confirms that the Services have been provided properly and on time and meet all the objectives set for the project under the Contract, insofar as it applies to the respective part of the Services provided under the Contract.

This service transfer-acceptance act does not deny the Service Provider's obligation to properly provide all the services described in the Terms of Reference and obtain the Customer's approval for them, including the preparation of a feasibility study as a single document described in the Terms of Reference (if necessary - and in this act of transfer specified parts of the feasibility study) and appropriate coordination with the Client.

This service transfer-acceptance act is drawn up in two copies

One – for the Client, and one - for Service Provider. Both copies have equal legal force.

Details and signatures of the parties:

Service Provider:

UAB, "Civitta"

Legal entity code 302477747

VAT payer code LT100005180610

Gedimino ave. 27, LT-01104 Vilnius

Tel. +370 685 26 6800

El. P. info@civitta.lt

A. s. LT407300010124087168

Bank, Swedbank ", AB

Associate Partner,

Egidijus Skrodenis
(stamp)

Client:

Klaipėda City Municipality Administration

Legal entity code 188710823

Liepy g. 11, 91592, Klaipėda

Tel. (8 46) 39 60 08

El. p. dokumentai@klaipeda.lt

Director of Administration

Gintaras Nepškiš.
(stamp)

Project Department
Project Management Subdivision
Leader
Gintaras Dovidaitis



Paslaugų perdavimo–priėmimo aktas

2020-02-28 Nr. 1

Šiuo paslaugų perdavimo–priėmimo aktu pažymime, kad **UAB „Civitta“**, juridinio asmens kodas 302477747, toliau vadinama **„Paslaugų teikėju“**, atstovaujama asocijuoto partnerio Egidijaus Skrodenio, perduoda, o **Klaipėdos miesto savivaldybės administracija**, juridinio asmens kodas 188710823, toliau vadinama **„Užsakovu“**, atstovaujama Klaipėdos miesto savivaldybės administracijos direktoriaus Gintaro Neniškio, priima šias paslaugas (toliau – Paslaugos):

- 1. Mokslinių tyrimų metodų taikymas bei pagrindinės metodikos vertinimo metodikos parengimas (Techninės užduoties punktai 1.1 – 1.5 ir jų papunkčiai).
- 2. Esama situacija ir problemų galimi sprendimai (Techninės užduoties punktas 2.1 ir jo papunkčiai).
- 3. Konceptijos rengimo stadija (Techninės užduoties punktas 2.2 ir jo papunkčiai).

Šiuo paslaugų perdavimo–priėmimo aktu perduodamų Paslaugų kaina yra 115 702.48 Eur ir PVM 24,297.52 Eur. Bendra Paslaugų kaina – 140 000 Eur (šimtas keturiasdešimt tūkstančių eurų ir 00 centų) su PVM.

Paslaugos suteiktos pagal 2019 m. sausio 16 d. paslaugų sutartį Nr. J9-159 (toliau – Sutartis).

Užsakovas Paslaugų teikėjui dėl suteiktų Paslaugų pretenzijų neturi ir patvirtina, kad Paslaugos suteiktos tinkamai ir laiku bei atitinka visus projektui keltus tikslus pagal Sutartį, kiek tai yra taikoma atitinkamai pagal sutartį suteiktų paslaugų daliai.

Šis paslaugų perdavimo–priėmimo aktas nepaneigia Paslaugų teikėjo pareigos tinkamai suteikti visas techninėje užduotyje aprašytas paslaugas ir gauti joms Užsakovo pritarimą, įskaitant ir galimybių studijos kaip vientiso dokumento aprašyto techninėje užduotyje parengimą (esant poreikiui – ir šiame perdavimo akte nurodytų galimybių studijos dalių patikslinimą) bei tinkamą suderinimą su Užsakovu.

Šis paslaugų perdavimo–priėmimo aktas surašytas dviem egzemplioriais – po vieną Užsakovui ir Paslaugų teikėjui. Abu egzemplioriai turi vienodą juridinę galią.

Šalių rekvizitai ir parašai:

Paslaugų teikėjas:

UAB „Civitta“

Juridinio asmens kodas 302477747

PVM mokėtojo kodas LT100005180610

Gedimino pr. 27, LT-01104 Vilnius

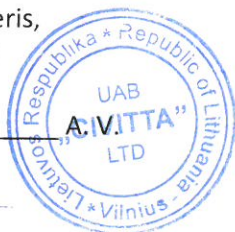
Tel. +370 685 26 680

El. p. info@civitta.lt

A. s. LT407300010124087168

Bankas „Swedbank“, AB

Asocijuotas partneris,
Egidijus Skrodenis



Užsakovas:

Klaipėdos miesto savivaldybės administracija

Juridinio asmens kodas 188710823

Liepų g. 11, 91592, Klaipėda

Tel. (8 46) 39 60 08

El. p. dokumentai@klaipeda.lt

Administracijos direktorius
Gintaras Neniškis



Projektų skyriaus
Projektų valdymo poskyrio
vedėjas

Gintaras Dovidaitis



Service Transfer-Acceptance Act

2020-08-13 Nr. 2

In this act of transfer-acceptance of services, we note that **UAB "Civitta"**, legal entity code 302477747, hereinafter referred to as the **"Service Provider"**, represented by associate partner Egidijus Skrodenis, transfers, and **Klaipėda City Municipality Administration**, legal entity code 188710823, hereinafter referred to as **the "Client"**, represented by Gintaras Neniškis, Director of Klaipėda City Municipality Administration, provides the following services (hereinafter - Services):

- Stage of solutions concretization (clauses 2.3 and its sub-clauses of the Technical Specification).
- Assessment of the consequences of solutions (Sections 3.1, 3.2 of the Technical Specification).

The price of the Services transferred by the act of transfer-acceptance of these services is 192 297.52 Eur and VAT 40 382.48 Eur. The total price of the Services is 232,680 Eur (two hundred and thirty-two thousand and six hundred and eighty euro and zero cents) with VAT.

The services were provided in accordance with the 16 January 2019 service contract no. J9-159 (hereinafter referred to as the Contract) on the provision of perspective services for the feasibility study of the introduction of new modes of public transport, investment project and preparation of a package of public-private partnership documents.

The Client has no claims to the Service Provider regarding the provided Services and confirms that the Services have been provided properly and on time and meet all the objectives set for the project in accordance with the Contract.

This act of transfer-acceptance of services is drawn up in two copies - one for the Client and one for the Service Provider. Both copies have equal legal force.

Details and signatures of the parties:

Service providers:

UAB, Civitta "

Legal entity code 302477747

VAT payer code LT100005180610

Gedimino ave. 27, LT-01104 Vilnius

Tel. +370 685 26 680

El. p. info@civitta.lt

As LT407300010124087168

Bank, Swedbank ", AB

Partner, (stamp)

Egidijus Skrodenis

Client:

Klaipėda City Municipality Administration

Legal entity code 188710823

Liepy g. 11, 91592, Klaipėda

Tel. (8 46) 39 60 08

El. p. dokumentai@klaipeda.lt

Director of Klaipėda City Municipality
Administration (stamp)

Gintaras Neniškis



Paslaugų perdavimo–priėmimo aktas

2020-08-13 Nr. 2

Šiuo paslaugų perdavimo–priėmimo aktu pažymime, kad **UAB „Civitta“**, juridinio asmens kodas 302477747, toliau vadinama **„Paslaugų teikėju“**, atstovaujama asocijuoto partnerio Egidijaus Skrodenio, perduoda, o **Klaipėdos miesto savivaldybės administracija**, juridinio asmens kodas 188710823, toliau vadinama **„Užsakovu“**, atstovaujama Klaipėdos miesto savivaldybės administracijos direktoriaus Gintaro Neniškio, priima šias paslaugas (toliau – Paslaugas):

- 1. Sprendinių konkretizavimo stadija (Techninės specifikacijos punktai 2.3 ir jo popunkčiai).
- 2. Sprendinių pasekmių vertinimas (Techninės specifikacijos punktas 3.1, 3.2).

Šiuo paslaugų perdavimo–priėmimo aktu perduodamų Paslaugų kaina yra 192 297.52 Eur ir PVM 40 382.48 Eur. Bendra Paslaugų kaina – 232 680 Eur (du šimtai trisdešimt du tūkstančiai šeši šimtai aštuoniasdešimt eurų ir nulis centų) su PVM.

Paslaugos suteiktos pagal 2019 m. sausio 16 d. paslaugų sutartį Nr. J9-159 (toliau – Sutartis) dėl perspektyvinio naujų viešojo transporto rūšių diegimo galimybių studijos, investicijų projekto bei viešojo ir privataus sektorių partnerystės dokumentų paketo parengimo paslaugų suteikimo.

Užsakovas Paslaugų teikėjui dėl suteiktų Paslaugų pretenzijų neturi ir patvirtina, kad Paslaugos suteiktos tinkamai ir laiku bei atitinka visus projektui keltus tikslus pagal Sutartį.

Šis paslaugų perdavimo–priėmimo aktas surašytas dviem egzemplioriais – po vieną Užsakovui ir Paslaugų teikėjui. Abu egzemplioriai turi vienodą juridinę galią.

Šalių rekvizitai ir parašai:

Paslaugų teikėjas:

UAB „Civitta“

Juridinio asmens kodas 302477747

PVM mokėtojo kodas LT100005180610

Gedimino pr. 27, LT-01104 Vilnius

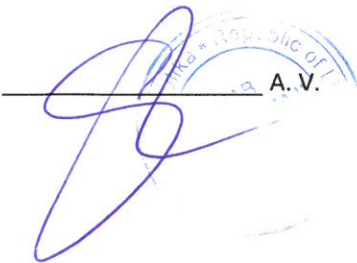
Tel. +370 685 26 680

El. p. info@civitta.lt

A. s. LT407300010124087168

Bankas „Swedbank“, AB

Partneris,
Egidijus Skrodenis



A.V.

Užsakovas:

Klaipėdos miesto savivaldybės administracija

Juridinio asmens kodas 188710823

Liepų g. 11, 91592, Klaipėda

Tel. (8 46) 39 60 08

El. p. dokumentai@klaipeda.lt

Klaipėdos miesto savivaldybės administracijos
direktorius
Gintaras Neniškis



A.V.

MOKĖJIMO NURODYMAS Nr.
PAYMENT ORDER NO.

MOKĖJIMO DATA / 2020-09-18
PAYMENT DATE

MOKĖJIMO RŪŠIS ☐ PAPRASTAS / ☐ SKUBUS / ☐ MOMENTINIS /
TYPE OF PAYMENT ORDINARY URGENT INSTANT

MOKĖTOJO VARDAS, PAVARDĖ / PAVADINIMAS / PAYER'S NAME, SURNAME / COMPANY NAME Klaipėdos miesto savivaldybės administracija (PROJEKTAI)		MOKĖTOJO ADRESAS / PAYER'S ADDRESS	
MOKĖTOJO SĄSKAITOS NR. / PAYER'S ACCOUNT NO. LT464010042300174910	MOKĖTOJO KODAS / PAYER'S ID 188710823 (Įmonės kodas)	MOKĖJIMO PASKIRTIS / DETAILS OF PAYMENT Apmokėta 2020-08-18, CIV NR. 2008-0014, Paslaugos pagal 2020-08-13 Paslaugų perdavimo-priėmimo aktą Nr.2, sut. J9-159	
GAVĖJO VARDAS, PAVARDĖ / PAVADINIMAS / BENEFICIARY'S NAME, SURNAME / COMPANY NAME UAB "CIVITTA"			
GAVĖJO SĄSKAITOS (IBAN) NR. / BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168	GAVĖJO KREDITO ĮSTAIGA / BENEFICIARY'S BANK Swedbank AB	ĮMOKOS KODAS (NUORODA GAVĖJUI) / REFERENCE NO.	
SUMA SKAITMENIMIS / AMOUNT IN FIGURES 232 680.00	VALIUTOS KODAS / CURRENCY CODE EUR	MOKESČIAI / CHARGES	UNIKALUS MOKĖJIMO KODAS / END TO END ID 0108
SUMA ŽODŽIAIS / AMOUNT IN WORDS Du šimtai trisdešimt du tūkstančiai šeši šimtai aštuoniasdešimt eurų 00 ct.			
PAPILDOMA MOKĖJIMO INFORMACIJA (PILDYTI, JEI TO REIKALAUJA GAVĖJAS) / EXTENDED PAYMENT INFORMATION (FILL ONLY IF REQUESTED BY BENEFICIARY)			
GAVĖJO ADRESAS / BENEFICIARY'S ADDRESS		GAVĖJO KODAS / BENEFICIARY'S ID	
PRADINIO MOKĖTOJO VARDAS IR PAVARDĖ / PAVADINIMAS / ULTIMATE DEBTOR'S NAME AND SURNAME / COMPANY NAME		PRADINIO MOKĖTOJO KODAS / ULTIMATE DEBTOR'S ID	
GALUTINIO GAVĖJO VARDAS IR PAVARDĖ / PAVADINIMAS / ULTIMATE CREDITOR'S NAME AND SURNAME / COMPANY NAME		GALUTINIO GAVĖJO KODAS / ULTIMATE CREDITOR'S ID	

MOKĖTOJO VARDAS, PAVARDĖ, PARAŠAS (-AI) /
PAYER'S NAME, SURNAME, SIGNATURE (S)

KREDITO ĮSTAIGOS DARBUOTOJO PARAŠAS/
CREDIT INSTITUTION REPRESENTATIVE'S SIGNATURE

2020091801627159

MOKĖJIMO NURODYMAS Nr.
PAYMENT ORDER NO.

MOKĖJIMO DATA / 2020-03-18
PAYMENT DATE

MOKĖJIMO RŪŠIS ☐ PAPRASTAS / ☐ SKUBUS / ☐ MOMENTINIS /
TYPE OF PAYMENT ORDINARY URGENT INSTANT

MOKĖTOJO VARDAS, PAVARDĖ / PAVADINIMAS / PAYER'S NAME, SURNAME / COMPANY NAME Klaipėdos miesto savivaldybės administracija (PROJEKTAI)		MOKĖTOJO ADRESAS / PAYER'S ADDRESS	
MOKĖTOJO SĄSKAITOS NR. / PAYER'S ACCOUNT NO. LT464010042300174910	MOKĖTOJO KODAS / PAYER'S ID 188710823 (Įmonės kodas)	MOKĖJIMO PASKIRTIS / DETAILS OF PAYMENT Apmokėta 2020-02-28, CIV2002 NR. 0026, Paslaugos pagal 2020-02-28 Paslaugų perdavimo-priėmimo aktą Nr.1, sut. J9-159	
GAVĖJO VARDAS, PAVARDĖ / PAVADINIMAS / BENEFICIARY'S NAME, SURNAME / COMPANY NAME UAB "CIVITTA"			
GAVĖJO SĄSKAITOS (IBAN) NR. / BENEFICIARY'S ACCOUNT (IBAN) NO. LT407300010124087168	GAVĖJO KREDITO ĮSTAIGA / BENEFICIARY'S BANK Swedbank AB	ĮMOKOS KODAS (NUORODA GAVĖJUI) / REFERENCE NO.	
SUMA SKAITMENIMIS / AMOUNT IN FIGURES 140 000.00	VALIUTOS KODAS / CURRENCY CODE EUR	MOKESČIAI / CHARGES	UNIKALUS MOKĖJIMO KODAS / END TO END ID 0035
SUMA ŽODŽIAIS / AMOUNT IN WORDS Vienas šimtas keturiasdešimt tūkstančių eurų 00 ct.			
PAPILDOMA MOKĖJIMO INFORMACIJA (PILDYTI, JEI TO REIKALAUJA GAVĖJAS) / EXTENDED PAYMENT INFORMATION (FILL ONLY IF REQUESTED BY BENEFICIARY)			
GAVĖJO ADRESAS / BENEFICIARY'S ADDRESS		GAVĖJO KODAS / BENEFICIARY'S ID	
PRADINIO MOKĖTOJO VARDAS IR PAVARDĖ / PAVADINIMAS / ULTIMATE DEBTOR'S NAME AND SURNAME / COMPANY NAME		PRADINIO MOKĖTOJO KODAS / ULTIMATE DEBTOR'S ID	
GALUTINIO GAVĖJO VARDAS IR PAVARDĖ / PAVADINIMAS / ULTIMATE CREDITOR'S NAME AND SURNAME / COMPANY NAME		GALUTINIO GAVĖJO KODAS / ULTIMATE CREDITOR'S ID	

MOKĖTOJO VARDAS, PAVARDĖ, PARAŠAS (-AI) /
PAYER'S NAME, SURNAME, SIGNATURE (S)

KREDITO ĮSTAIGOS DARBUOTOJO PARAŠAS/
CREDIT INSTITUTION REPRESENTATIVE'S SIGNATURE

2020031800977454