



# ACHIZIȚII PUBLICE

CONTRACT nr. 52

pentru achiziționarea serviciilor

Cod CPV 79311100-8

“29” octombrie 2018

mun. Chișinău

SRL „Sisteme Inteligente în Energetică”, reprezentat(ă) prin administratorul dl **Zaharia Nicolae**, cu sediul în mun. Chișinău, str. N. Milescu-Spătarul, nr. 17, ap. (of.)11, cod fiscal 1012600001384 denumit în continuare „Prestator”, pe de o parte și

Agenția pentru Eficiență Energetică, reprezentat(ă) prin dl **Alexandru Ciudin**, Director, denumit(ă) în continuare „Beneficiar”, pe de altă parte (ambii denumiți în continuare „Părți”), au încheiat prezentul Contract, cu privire la următoarele:

- a. Achiziționarea serviciilor de publicitate, denumite în continuare servicii, conform procedurii: Licitatie publică, publicată în Buletinul achizițiilor publice, nr. 72 la 14.09.2018, nr. procedurii 18/04042 și în baza deciziei grupului de lucru al Beneficiarului din 17.10.2018.
- b. Următoarele documente vor fi considerate părți componente și integrale ale Contractului:
  - Specificația tehnică;
  - Specificația de preț (oferta);
- c. Prezentul Contract va predomina asupra tuturor altor documente componente. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată mai sus.
- d. În calitate de contravaloare a plăților care urmează a fi efectuate de Beneficiar, Prestatorul se obligă prin prezenta să livreze Beneficiarului Serviciile și să înlăture defectele lor în conformitate cu prevederile Contractului sub toate aspectele.
- e. Beneficiarul se obligă prin prezenta să plătească Prestatorului, în calitate de contravaloare a livrării serviciilor, precum și a înlăturării defectelor lor, prețul Contractului sau orice altă sumă care poate deveni plătitibilă conform prevederilor Contractului în termenele și modalitatea stabilite de Contract.

## 1. OBIECTUL CONTRACTULUI

- 1.1. Realizarea “Planului național de acțiuni în domeniul eficienței energetice pentru anii 2019-2021 (PNAEE 2019-2021)”, conform anexei nr. 1 la prezentul contract.
- 1.2. Prestatorul își asumă obligația de a presta, iar Beneficiarul de a recepționa și achita serviciile prevăzute în specificația din anexa nr.1, care este parte integrantă la prezentul contract.
- 1.3. Volumul serviciilor, sunt indicate în specificația din anexa nr. 1 la prezentul contract.

## 2. TERMENELE ȘI CONDIȚIILE DE PRESTAREA SERVICIILOR

- 2.1. Realizarea planului începe conform graficului stabilit în caietul de sarcini, imediat de la data încheierii contractului.
- 2.2 Data prestării serviciilor se consideră data semnării actului de primire predare.
- 2.3 Data prestării serviciilor începe odată cu semnarea contractului.

## 3. PREȚUL ȘI COSTUL TOTAL AL CONTRACTULUI ȘI CONDIȚIILE DE PLATĂ



3.1 Prețul serviciilor prestate conform prezentului Contract este stabilit în lei moldovenești, fiind indicat în specificația din Anexa nr.1 a prezentului contract.

3.2. Suma totală a prezentului Contract se stabilește în lei moldovenești, și constituie:

**432 000 lei 00 bani**

(suma cu cifre și litere)

patru sute treizeci și două mii lei

lei MD

3.3. Achitarea serviciilor prestate se va efectua în lei moldovenești.

3.4. Achitarea pentru serviciile prestate se efectuează conform actului de primire – predare a serviciilor, la contul bancar al Prestatorului

#### **4. CONDIȚIILE DE PREDARE-PRIMIRE A SERVICIILOR**

4.1. Serviciile se consideră predate de către Prestator și recepționate de către Beneficiar, dacă cantitatea corespunde prevederilor în anexa nr.1 al prezentului Contract.

#### **5. OBLIGAȚIILE PĂRȚILOR**

5.1. Angajamentele Beneficiarului:

- a) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a serviciilor în corespundere cu cerințele prezentului Contract;
- b) să asigure plata serviciilor prestate, respectând modalitățile și termenele indicate în prezentul Contract.

5.2. Angajamentele Prestatorului:

- a) să presteze servicii în condițiile prevăzute de prezentul contract;
- b) să înlăture deficiențele la timp, apărute pe parcursul prestării serviciilor;
- c) să prezinte Beneficiarului toate documentele necesare.

5.3 Prestatorul asigură integritatea bunurilor în procesul de prestare a serviciilor.

#### **6. FORȚA MAJORĂ**

6.1. Părțile sunt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a angajamentelor conform prezentului Contract, dacă aceasta este cauzată de producerea unor cazuri de forță majoră.

6.2. Prin cazuri de forță majoră se subînțelege: războaiele, calamitățile naturale, incendiile, inundațiile, cutremurele de pământ, modificările în legislație și dispozițiile Guvernului, grevele și alte circumstanțe, ce nu depind de activitatea părților.

6.3. Survenirea circumstanțelor de forță majoră, momentul dezlănțuirii și termenul de acțiune trebuie să fie confirmate prin certificatul cu privire la forța majoră, eliberat de organul competent din țara părții pentru care asemenea circumstanțe au avut loc.

#### **7. REZILIEREA CONTRACTULUI**

7.1. Rezilierea contractului poate avea loc cu acordul comun al ambelor părți sau în mod unilateral în caz de:

- 1. Refuzul Prestatorului de executa serviciile prevăzută în prezentul contract;
- 2. Nerespectarea de către Prestator a termenelor de prestare stabiliți;
- 3. Nerespectarea de către Beneficiar a termenelor de plată a serviciilor;
- 4. Nesatisfacerea de către una din părți a pretențiilor, înaintate conform prezentului contract.

7.2. Partea inițitoare a rezilierii contractului este obligată să comunice în timp de 10 zile celeilalte părți despre intențiile ei, cu expunerea cauzelor.

7.3. Partea înștiințată este obligată să răspundă în decurs de 10 zile la anunț. În caz că chestiunea nu va fi coordonată în termenele stabilite, partea inițitoare are dreptul să declare Contractul reziliat, conform situației la data indicată în anunț.

7.4. Obligațiile contractuale existente la momentul rezilierii lui trebuie să fie satisfăcute necondiționat.

#### **8. RECLAMAȚII ȘI SANCTIUNI**

8.1. Pentru neîndeplinirea sau îndeplinirea insuficientă a obligațiilor luate prin prezentul Contract Părțile poartă răspundere materială în conformitate cu legislația în vigoare și Condițiile generale.

8.2. Prestatorul poartă răspundere pentru calitatea serviciilor în conformitate cu legislația în vigoare, inclusiv de viciile ascunse.



## 9. DISPOZIȚII FINALE

- 9.1. Litigiile ce vor rezulta din prezentul Contract vor fi soluționate de către părți pe cale amiabilă. În caz de neînțelegeri vor fi examinate în ordinea stabilită de legislația în vigoare a Republicii Moldova.
- 9.2. Din data semnării prezentului contract toate negocierile și corespondența referitoare la acesta, își pierd puterea juridică.
- 9.3. Orice modificări și completări la prezentul contract sunt valabile numai în cazul când acestea au fost făcute în scris și semnate de către reprezentanții împuterniciți pentru aceasta ai ambelor părți.
- 9.4. Nici una dintre părți nu are dreptul să transmită obligațiunile și drepturile sale de contract unor terțe persoane, fără înștiințarea și acordul în scris al celeilalte părți.
- 9.5. Prezentul Contract este întocmit în două exemplare care se remit câte un exemplar:
1. Prestatorului
  2. Beneficiarului
- 9.6. Prezentul Contract se consideră încheiat la data semnării lui și fiind valabil până la 31.12.2019.
- 9.7. Prezentul contract poate fi completat cu anexe suplimentare, după necesitate, care vor fi parte integrantă a acestuia.
- 9.8. Întru mărturisirea celor expuse mai sus, Părțile au semnat acest Contract la \_\_\_\_\_

### Datele de identificare juridice, poștale și de plată ale părților:

<i>Prestator</i>	<i>Beneficiarul</i>
<b>SRL „Sisteme Inteligente în Energetică”</b> MD-2075, Chișinău, str. N. Milescu-Spătarul, nr. 17, ap. (of.) 11; tel. 069713636 Cod fiscal: 1012600001384 IBAN: MD79ML000000002251529538 Cont bancar: 2251529538 Cod bancar: MOLDMD2X329 Banca: BC „MOLDINCOMBANK” SA  <b>Administrator</b> <b>Zaharia Nicolae</b> _____	<b>Agenția pentru Eficiență Energetică</b> Mun. Chișinău, str. Alecu Russo, 1 1011601000099 IBAN: MD78TRPBAA222990A15306AB Cont bancar TREZMD2X Ministerul Finanțelor – Trezoreria de Stat Tel/fax: 49 94 44, 31 10 01  <b>Director</b> <b>Alexandru Ciudin</b> _____



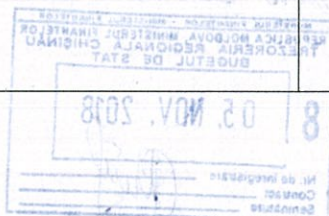


Anexa nr. 1  
la contractul nr. 52  
din "29" 10 2018

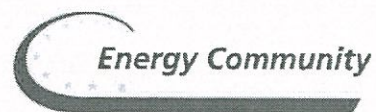
## SPECIFICAȚIA BUNURILOR (SERVICIILOR)

Nr. d/o	Denumirea bunurilor/ serviciilor	Preț	Cantitatea	Suma totală(lei) cu TVA
1	Realizarea "Planului național de acțiuni în domeniul eficienței energetice pentru anii 2019-2021 (PNAEE 2019-2021)", conform caietului de sarcini și ofertei prezentate în cadrul procedurii: Licitația publică, publicată în Buletinul achizițiilor publice, nr. 72 la 14.09.2018, nr. procedurii 18/04042 și în baza deciziei grupului de lucru al Beneficiarului din 17.10.2018.	432 000,00	1	432 000,00
	<b>TOTAL</b>			<b>432 000,00</b>

<i>Prestator</i>	<i>Beneficiarul</i>
<b>SRL „Sisteme Inteligente în Energetică”</b> MD-2075, Chișinău, str. N. Milescu-Spătarul, nr. 17, ap. (of.)11; tel. 069713636 Cod fiscal: 1012600001384 IBAN: MD79ML000000002251529538 Cont bancar: 2251529538 Cod bancar: MOLDMD2X329 Banca: BC „MOLDINCOMBANK” SA  <b>Administrator</b> <b>Zaharia Nicolae</b>	<b>Agentia pentru Eficientă Energetică</b> Mun. Chișinău, str. Alecu Russo,1 c. f. 1011601000099 c. b. TREZMD2X Ministerul Finanțelor – Trezoreria de Stat Tel/fax:49 94 44, 31 10 01 c. IBAN: MD78TRPBAA222990A15306AB  <b>Director</b> <b>Alexandru Ciudin</b>







52-2018\_EE MD\_21-09-2018

**Contract for the provision of  
"Study on Energy Efficiency Potential in Moldova"**

signed between

**Energy Community**

Am Hof 4, Level 5, 1010 Vienna,  
AUSTRIA

Represented by Mr. Janez Kopac, Director of the Energy Community Secretariat  
(hereinafter "the Energy Community" or "Secretariat")

and

**Mr. Nicolae Zaharia**

MD-2075, 17th Milescu Spatarul, str. Ap. 15  
Chisinau, Republic of Moldova  
(hereinafter "the Consultant")



**Subject-matter**

The Consultant provides the services in the form and content as described in the Service Specifications (see Annex I). The Service Specifications (Annex I), including the tasks, deliverables and the timeframe therein and the financial offer, accepted by the Secretariat (Annex II.), shall form integral part of the contract. The all-inclusive price of all activities specified within the framework of the Service Specifications is € 11 750 (excl. VAT).

**Quality of services**

The Consultant undertakes to provide the services required on the highest level of professionalism, necessary to fulfil the objectives of the contract.

**Representation**

The Energy Community Secretariat shall be represented solely by the Director of the Secretariat or a person to be nominated by him in writing in all matters related to the Contract.

**Place of delivery**

Place of delivery of the overall service is the seat of the Energy Community Secretariat, Am Hof 4, 1010 Vienna, Austria, unless otherwise agreed by the parties.

**Language regime**

All services and deliverables shall be provided in English, as well as all communication and reporting, both in writing and orally, to the Energy Community Secretariat.

**Information requirements**

Upon request, the Consultant will report to the Secretariat on the progress and on all developments relevant for the accomplishment of the contract and will coordinate the development of the work with the Secretariat.

The Secretariat may request the Consultant to report on the performance of the contract at any time. The Consultant shall comply with such request without delay.

The Consultant shall inform the Secretariat immediately and on his own initiative of any problems occurring in connection with the performance of the contract.

Any reporting or information mentioned in this provision shall be at the sole cost of the Consultant.



**Guidance by the Secretariat**

The Consultant shall perform his tasks under the operational guidance of the Secretariat throughout the whole duration of the contract.

**Labour law standards**

The Consultant shall comply with internationally recognized labour law standards as defined in the framework of the ILO, in particular Conventions No. 29, 87, 94, 95, 98, 100, 105, 111, 138, 182 and 183.

**Further responsibilities of the Consultant**

The Consultant shall be solely responsible for the compliance with all legal obligations required for the performance of the services under the contract, such as the possession and the acquisition of licenses and authorizations, the existence of insurances, the grant of visas, etc.

**General terms and conditions**

General terms and conditions of the Consultant shall not apply to the contract.

**Subcontracting**

Subcontracting of the services to be provided shall be permitted only upon prior written consent by the Secretariat.

**Deliverables and Payment**

**First installment** of 40% to be paid following the acceptance of the 1<sup>st</sup> Milestone, as detailed in chapter 3.3. of the attached Service Specifications, by the Director of the Secretariat.

**Final payment** of 60% to be paid following the approval of the 4<sup>th</sup> Milestone and all deliverables as listed in the Service Specifications, by the Director of the Secretariat. .

The Energy Community shall make the payment within 3 weeks after the approval of the deliverables through a bank transfer to a bank account as indicated by the Consultant. Payment(s) require an invoice issued by the Consultant.

The Consultant shall not be authorized to incur any additional expenses to be reimbursed by the Secretariat without the latter's prior written consent. When requesting such reimbursement, the Consultant shall provide the Secretariat with a justification note and submit sufficient evidence after the expenses have been incurred.

**Acceptance requirement and delay**

All deliverables shall require acceptance by the Contracting Authority.



**Ownership and intellectual property rights**

Ownership rights and copyright or other intellectual property rights in all material produced or purchased by the Consultant in the performance of the contract shall rest with the Secretariat alone.

The Consultant shall, on their own motion, make available to the Secretariat all information and documents submitted to the Consultant in relation with the performance of the contract.

The Consultant shall ensure that all material used in performance of the contract is free from any rights of or obligations towards third parties or otherwise be liable for compensation.

The Consultant irrevocably assigns to the Secretariat all right and title and interest in and to all inventions and discoveries and all other work product of any nature, whether or not copyrightable, made, conceived, authored or acquired by the Consultant in the course of performing the services subject to the contract, and all tangible embodiments of the foregoing, all patents, copyrights, trademarks, trade secrets and all other intellectual property rights and all ownership rights therein.

The Secretariat may use, publish, assign, transfer or make available such rights as it sees fit without geographical or other limitations.

**Liability and termination**

The Consultant shall be liable for any breaching of or defaulting in the performance of this contract, including but not limited to cases of non-performance, late performance or faulty performance. The Consultant shall be liable for any action or forbearance of its representatives, employees, subcontractors or other persons entrusted with tasks in performance of the contract or at the occasion of performance of the contract.

The Secretariat shall be liable for any breaching of or defaulting in the performance of this contract only in case of gross negligence or intention.

The Secretariat may terminate the contract at any time with immediate effect, by a written notice. In the event of such termination the Consultant shall be paid for any portion of the services that have been performed prior to the termination.

The Consultant agrees at its sole expense to defend the Secretariat against and to indemnify the Secretariat from any claims by a third party arising from the Consultant's performance of services. In case of damages sustained, the Consultant shall be liable to compensation.

**Assignment of claims**

No contractual party is entitled to assign any claims arising from the contract to a third party without a prior written consent of the other contractual party.

**Offset**

The Secretariat may offset its payment obligations towards the Consultant against any claims it might



have against the Consultant.

**Confidentiality**

The Consultant shall not disclose to third parties without prior written consent any information on the project in whole or in parts. The Consultant shall not disclose to third parties without prior written consent any information of non-public nature they obtained from the Secretariat or came across in the course of performing the services under the contract. The confidentiality obligation shall continue to apply after the completion of the contract. Additional legal commitments regarding data protection and secrecy remain unaffected.

**Use of the name of the Energy Community**

The Consultant shall not use the name of the Contracting Authority in any commercial advertisement or other promotional material, unless permitted by the Contracting Authority in writing.

**Applicable law and jurisdiction**

The contract shall be governed by its terms and conditions and, subsidiarily, by generally recognized principles of European civil law.

Any disputes under this contract shall be settled exclusively by a tribunal composed of a single arbitrator appointed by the Secretary General of the Permanent Court of Arbitration in The Hague, in accordance with the relevant Optional Rules for Arbitration involving international organizations and private parties.

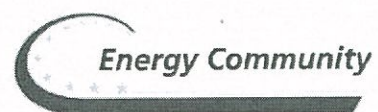
**Severability**

An invalid term or provision in the contract shall not affect the validity of the remaining contract. If any term or provision is deemed invalid by the arbitrator, the parties agree to renegotiate such provision in good faith.

**Modification of the Contract**

This contract, including the annexes as integral parts of the contract, constitutes the sole agreement of the parties. The contract may not be amended other than in writing and duly signed by both parties.





Done in Vienna, 21 September 2018

For the Energy Community

Janez Kopac  
Director

A handwritten signature in blue ink, appearing to read 'Janez Kopac'.

A handwritten signature in blue ink, appearing to read 'Nicolae Zaharia'.

For the Consultant

Nicolae Zaharia



## SECTION 1: SERVICE SPECIFICATIONS

### Regional Study on Energy Efficiency Potential in the Republic of Moldova

#### 1. BACKGROUND INFORMATION

Cooperation under the Commission Initiative on Central and South-Eastern European Energy Connectivity (CESEC), launched in 2015, is yielding results by strengthening solidarity and enabling a safer and more affordable gas supply to citizens and business across the region. In its fourth CESEC High Level Group Ministerial meeting in Bucharest in September 2017, the ministers from the region decided to add new dimensions to the regional cooperation to address the energy challenges faced in this part of Europe. The Ministers signed a Memorandum of Understanding (MoU), which includes a joint approach on electricity markets, energy efficiency and renewable development. It also incorporates a list of priority projects to build an interconnected regional electricity market, as well as specific actions to boost renewables and investment in energy efficiency in a region with vast growth potential in these areas.

Very limited studies exist regarding the potentials for further development for energy efficiency and for reduction of final and primary energy consumption in the residential and services sector and in industry, as well as in power generation and distribution. In 2016, the energy intensity in the Contracting Parties of the Energy Community was 6.4 times higher than the average energy intensity<sup>1</sup> in the European Union. Although this indicator has limitations, it illustrates the need to deepen understanding in the areas and sectors where potentials for energy efficiency are more relevant and which should be address with priority.

In 2018, under CESEC Renewable energy and Energy Efficiency initiative, the European Commission commissioned a "Regional Study on Energy Efficiency Potential in the Western Balkans". In order to complete the geographical coverage, the Energy Community Secretariat is commissioning a similar study covering Republic of Moldova.

#### Contracting Authority

Energy Community (EnC) represented by the Energy Community Secretariat (EnCS)  
Am Hof 4/5  
1010 Vienna, Austria

#### Profile of the implementing organisation

##### Energy Community Secretariat

The Energy Community is an international organisation dealing with energy policy. The organisation was established by an international treaty in October 2005 in Athens, Greece. The Treaty establishing the Energy Community brings together the European Union, on one hand, and countries from the South East Europe and Black Sea region. The organisation's seat is in Vienna, Austria. Privileges and immunities of

<sup>1</sup> Calculated as the gross inland consumption of energy divided by gross domestic product and indicates the amount of energy used to produce one unit of GDP (expressed in toe per million USD). Energy Community (2017).



the Energy Community are laid down in the Agreement regarding the seat of the Secretariat of the Energy Community signed on 29 May 2007<sup>2</sup>.

The Energy Community Treaty extends the European Union (EU) internal energy market to its neighboring countries. The principle objectives of the Energy Community are to create a regulatory and market framework that is capable of attracting investments for a stable and continuous energy supply. This paves the way for an integrated energy market, allowing for cross-border trade and integration with the EU market. The Energy Community strives to enhance security of supply and competition, and to improve the environmental situation in its Contracting Parties.

The activities of the Energy Community are administered by the Secretariat located in Vienna. Its tasks range from the review of Treaty implementation process to the responsibility to ensure the Energy Community's budget – to which all Parties to the Treaty contribute – is spent correctly in accordance with the Work Program of the Energy Community. It employs staff and manages resources and day-to-day activities of the Energy Community.

## **2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS**

### **2.1. Overall objective**

The overall objective is to unlock the large energy efficiency potential in the entire Energy Community.

### **2.2. Purpose (specific objective)**

The specific objective of this assignment is to perform an in-depth analysis that assesses the potential as well as the cost and benefits of scaling-up energy efficiency measures in Moldova, particularly with regard to next decade.

### **2.3. Results to be achieved**

The Energy Community Secretariat intends to contract a service provider able to collect relevant data, to undertake an in-depth analysis of a techno-economic options analysis on energy efficiency in Moldova by 2030.

## **3. SCOPE OF WORK**

### **3.1. General**

#### **3.1.1. Geographical area to be covered**

Republic of Moldova

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<sup>2</sup> See also 87. *Abkommen zwischen der der Republik Oesterreich und der Energiegemeinschaft über den Sitz des Sekretariats der Energiegemeinschaft* (NR: GP XXIII RV 133 ABS.27);



### **3.1.2. Target groups**

The direct Beneficiary of this Technical Assistance project is the Energy Community. Republic of Moldova will be the ultimate beneficiary of the study.

### **3.2. Specific work**

In specific, the following information and tasks are needed:

#### **3.2.1. Collect and structure data on base year energy balances**

In case the country does not report energy balances to Eurostat, the consultant shall collect, structure and report energy data for the base year (2015) from national sources and provide a full energy balance of the country following EUROSTAT energy balance standards<sup>3</sup>. The consultant shall assess and take into account what is already communicated to EUROSTAT and avoid any overlaps.

#### **3.2.2. Collect and structure data on reference energy system of 2030**

The consultant shall collect and structure key data required to produce a projection of the energy balance of each country by 2030 that reflects current country's energy plans and targets. For this purpose, the consultant shall collect as a minimum the information below:

- Demand projections:
  - Total primary energy consumption
  - Total final energy consumption
  - Demand per sector: industry, buildings (residential and services), transport.
  - Evolution of the building stock (floor area, equipment stock, renovation rates)
  - Sectoral energy intensities
  - Efficiency of the district heating plants and networks
  - Energy efficiency targets (per sector where/if available)
- Key planned policy support measures for energy efficiency, including economic incentives, regulations, other:
  - Power generation and distribution, district heating
  - Buildings renovation (public and private)
  - Energy intensity of industrial plants
  - Transport
- Plans for structural changes in the energy system:

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<sup>3</sup> Samples may be found at: <http://ec.europa.eu/eurostat/web/energy/data/energy-balances>



- Planned deployment and retirement of power generation capacity per technology
- Planned deployment and retirement of district heat generation capacity per technology
- Planned deployment and retirement of district heat networks.
- Electrification of transport, including light duty vehicles, trucks, 2 and 3 wheelers, etc.
- Objectives for modal shift in transport

In absence of official information, the consultant shall collect relevant data from existing studies and projections from non-governmental institutions or other sources to fill the data gaps for all the items described above.

### **3.2.3. Collect data on long-term energy and climate objectives**

In addition to the (preliminary) 2030 energy plans and targets, the consultant shall collect and report any additional long-term energy efficiency objectives (beyond 2030) expressed in official government plans, if/where these exist.

### **3.2.4. Collect data on sectoral indicators**

The consultant shall collect all the indicators below based on historic data from official or other publicly available sources for the base year 2015. For the year 2030, the consultant shall provide a projected estimate for each of the indicators based on the best available information, in the following order of priority: 1. Derived directly from official national plans and targets; 2. Derived from other existing publicly available sources; 3. Other sources or own estimations. The consultant shall provide the data source and assumptions used for each of the indicators below.

#### **Power and heat generation**

- Installed capacity per technology and fuel in power generation.
- Installed capacity per technology and fuel in district heat generation.
- Power generation disaggregated per technology and fuel.
- District heat generation disaggregated per technology and fuel.
- Share of CHP in both district heating and power generation.
- Average energy conversion efficiency of conventional plants per technology.
- Age profile of the stock of power generation capacity per technology and fuel.
- Age profile of the stock of district heat generation capacity per technology and fuel.

#### **Buildings**

- Estimated breakdown of energy end-use per application (residential and other)
- % distribution of building stock by age (residential and other)
- Total building stock floor area (residential and other)
- Estimated evolution of the floor area



- Building stock by age
- Estimated building performance (private and public buildings)
- Share of buildings in urban and rural areas
- Estimated total rooftop surface / total built surface (m2) (residential and other)
- Building stock renovation rates (residential and other)
- Current technology mix for heating and cooling (residential and other)
- Average efficiency of installed heating equipment (residential and other)
- Average efficiency of district heating plants and networks
- Estimated stock of white appliances
- Estimated performance of white appliances
- Estimated heat pump installed capacity (GW)
- Current market share of heat pumps (as % of sales for new buildings or renovations)
- Estimated use of traditional biomass (where applicable)
- M2 of solar thermal panels installed (stock) and annual sales (m2/year).
- % of population served by district heating networks.
- % of buildings (residential and other) served by district heating networks.

#### Industry

- Estimated heat pump installed capacity (GW)
- Estimated renewable energy captured with heat pumps (GWh)
- Sectoral energy intensity
- Industrial outputs
- Industrial and commercial value added
- Average efficiency of installed process heating equipment

#### Transport

- Road vehicle statistics (stock evolution over last 5 years, age profile, annual sales)
- Current electric vehicle stock and annual electric vehicle sales (split for light duty BEVs & PHEV, 2/3 wheelers, electric buses, other)
- Number of charging points for electric vehicles in the country.



### 3.2.5. Energy efficiency potential assessment

The consultant shall identify, collect, process and report relevant information from existing literature and other sources to compile country-specific datasets of energy efficiency potential in the buildings (public and residential), industry, including power generation, and transport.

The consultant should be familiar with the Energy Community Energy Efficiency legal framework and the overall assessment should be structured in such a way to provide useful input to achieve the 2020 target set for the Energy Community and implement specific provisions. However, its main focus should be on the 2030 time-horizon.

The consultant should propose the best methodology to assess both the energy technical saving potential and the economic ones to be addressed with policy interventions by 2030.

The first type of energy savings potentials may only be an indication of the long-term technical potentials with reference, for instance, to the energy performance of existing buildings or existing industrial processes. More realistic technical potentials need to take into account the dynamic aspects in the uptake of products and equipment and the economic and financial aspects involved. The consultant should identify the best methodology for both (technical and economic/policy potentials), and clearly select criteria to define both. The methodology should focus on the energy savings potential across all the end-use sectors; and take into account as well the efficiency gains which could be achieved in the generation and supply of energy. Nevertheless, having in view the desired alignment with the CESEC EE and RE study for the Western Balkans, the Long –range Energy Alternatives Planning System (LEAP) tool may be used.

The consultant should take into account the existing assessments, also at sectoral/sub-sectoral or product group and in the country. Different methodologies may be appropriate for different sectors and sub-sectors, and they could be combined into an overall assessment.

The task shall start by providing a representation of the energy consumption (primary and final). The assessment should clearly identify energy saving potentials (in Mtoe) for the country and for each of the relevant sector and subsectors.

### 3.2.6. Collect data on commodity prices

The consultant shall collect country specific data per country on prices for all the major energy carriers across sector as per table below (for the year 2015)

	Power and district heat generation	Buildings	Industry	Transport
Coal	X		X	
Natural gas	X	X	X	
Fuel oil	X		X	
Heating oil		X	X	
Diesel				X
Gasoline				X
Kerosene				X
Electricity		X	X	

- Prices shall be collected both before and after applicable taxes.
- Prices shall be expressed in EUR2015/GJ (or EUR2015/MWh in the case of electricity). The consultant shall also provide the raw data collected:
  - in Moldovan Leu



- in other physical units e.g. litres, tonnes, etc.

### 3.2.7. Collect and structure data on socio-economic indicators

The consultant shall collect and structure data on data on socio-economic indicators, including:

- Population (current and projected to 2030)
- GDP (current and projected to 2030)
- Share of rural/urban population (current and projected to 2030)
- Historic investment in energy efficiency sector (total and split by technology) (last 5 years) and energy efficiency sector employment estimations.
  - If sector-specific data are available, consider the following disaggregation:
    - Solar PV; wind, hydro, liquid biofuels, solar thermal, solid biomass, biogas, geothermal, concentrating solar power.
- Electrification rate (current and projected to 2030)

### 3.3. Meetings and interim deliverables

The consultant shall deliver the following outputs:

- The following interim milestones and reports are to be provided:
  - 1st milestone: Prepare methodology, including spreadsheet database template and draft country factsheet outline, and suggest ways of optimal collaboration with the relevant institutions in the country – no later than 20 October 2018. Hold a video conference or a physical meeting with the Energy Community Secretariat to discuss methodology and content of the database, **no later than 28 October**.
  - 2nd milestone: Spreadsheet database and country factsheet **no later than 30 December 2018** – Interim Progress Report
  - 3rd milestone: Draft Final Report on potential assessment, **no later than 15 February 2019**.
  - 4<sup>th</sup> milestone: Final Report on 21 March 2019.

Meetings might be partly held as video-conferences, if appropriate.

- Attend the CESEC EE and RE working group meeting (planned in Brussels, in September or October) to present the findings to date.

### 3.4. Project management



In terms of project management and organisation, the TA Provider shall be responsible to coordinate work flow and take care that project is implemented in accordance with the defined work plan and time schedules.

Access of the TA Provider and its staff to certain files and documents may be limited for the sake of confidentiality protection, in accordance with the national legislation. Official contacts from Contracting Party and the TA Provider shall notify Secretariat of any such instances that may affect the performance of the service by the TA Provider.

#### **4. IMPLEMENTATION SCHEDULE AND LOGISTICS**

##### **4.1. Start date**

The assignment shall start no later than 30 September 2018.

##### **4.2. End date**

The project shall be completed in 6 months following the start date of the activities. In accordance with the planned commencement, all activities and deliverables should be performed by 21 March 2019.

##### **4.3. Schedule for the assignment**

As pointed out under 4.1, 4.2 and 6.1.2.

##### **4.4. Location**

The TA Provider shall be free to propose the working station.

#### **5. REQUIREMENTS**

##### **5.1. Staff and qualifications**

Consultant's staff and qualification:

Desired skills and competences include references in energy efficiency potential assessment.

The Professional Staff of the TA provider shall consist of one or more key experts with profound knowledge of energy efficiency in the sectors of relevance. Key expert(s) must have in-depth understanding of using methodologies and tools for estimating energy efficiency potential by 2030. Proven knowledge of the three countries will be a plus.

In order to collect the respective data the consultant needs to ensure sufficient relevant language skills and contact with local organisations, if needed.

The Key Expert(s) must have a Master degree and at least 5 years of relevant experience in tasks related to this contract. Knowledge of local language(s) (either by the expert staff or by a sub-contractor) is an advantage.

Key experts' qualifications shall be evaluated on the basis of the competence and references for the task assigned to her/him. Key expert has to demonstrate understanding of the matter, but also understanding



of organizational and procedural aspects of project implementation, proved with at least 3 earlier projects, similar in nature of the subject matter.

The TA Provider may be a natural or legal person. TA Provider may engage a subcontractor to provide key expertise or as a support staff. Support staff may be engaged for clerical and logistic matters, translation, legal expertise and similar tasks, as appropriate. Support staff shall not be taken into account for bid evaluation.

## 6. REPORTING

### 6.1. Reporting requirements

#### 6.1.1. Interim progress report

The interim progress report must summarize the interim deliverables illustrating the progress of collecting and structuring the data referred to in the end of section 6.1. This includes 1<sup>st</sup> and 2<sup>nd</sup> Milestones.

#### 6.1.2. Final study report

The final study report must include:

- an abstract of no more than 200 words and an publishable executive summary of maximum 6 pages in English;
- Information on the different topics described in 3.2 including:
  - A summary country report of about 10-15 pages, elaborating on the key findings for sections (2), (3), (5) in the table below.
  - A comprehensive spreadsheet database(s), containing all the requested quantitative data, with extensive explanatory fields, data sources and assumptions for all the collected data.

Item	Deliverable format
(1) Base year energy balances	Spreadsheet dataset
(2) Reference energy system of 2030	Elaborated in the country report; quantitative results integrated into spreadsheet database.
(3) Long-term energy and climate objectives	Elaborated in the country report; quantitative results integrated into spreadsheet database.
(4) Sectoral indicators	Spreadsheet dataset
(5) Energy efficiency potential assessment	Elaborated in the country report; quantitative results integrated into spreadsheet database.
(6) Commodity prices	Spreadsheet dataset
(7) Additional power sector data per country	Spreadsheet dataset
(8) Socio-economic indicators	Spreadsheet dataset



The consultant shall submit the interim progress report to the Secretariat at the latest by 30 December 2018.

The consultant shall submit the draft final study report to the Secretariat at the latest by 15 February 2018. The Consultant shall submit the Final Report by no later than 21 March.

The duration of the tasks shall not exceed 6 months.

In principle, the deadlines set out above cannot be extended. The Consultant is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the above timetable.



**ENERGY CHARTER  
SECRETARIAT**

**CONTRACT No. 00192**

**EU4Energy**

**The Energy Charter Secretariat** (“the Secretariat”), represented by the Secretary-General or his authorised representative,

of the one part,

AND

Mr. Nicolae Zaharia  
17 N. Milescu Spataru, of 11  
MD-2075, Chisinau,  
Republic of Moldova

(“the Contractor”)

of the other part,

HAVE AGREED AS FOLLOWS:

**Article 1 - Subject matter**

Within the framework of the Secretariat’s activities the Contractor undertakes, in accordance with the conditions laid down in the Contract and the Annexes thereto which form an integral part of the Contract, to assist the Secretariat to implement the following task:

**EU4Energy BY1.2/2018 Support to development of legislative and regulatory basis for providing energy efficiency services**

**Article 2 - Duration**

The duration of the contract shall be from 1 September 2018 to 24 December 2018. Deadlines for the specific tasks assigned to the Contractor shall be those established in the Terms of Reference (Annex 2) or otherwise established by the contracting parties by mutual agreement during the period of the contract. All work under the Contract shall be completed by 24 December 2018 at the latest.



**Article 3 - Payments**

The Secretariat undertakes to pay the Contractor a fee of 500 EUR (five hundred Euro) per a day of work completed up to a maximum total number of 20 work days, being EUR 10,000 (ten thousand) for the tasks specified in the Contract and Annexes and at the specific direction of the Secretariat.

The Secretariat shall reimburse direct travel expenses (on the basis of the most economical route and the cheapest means and subject to prior written authorisation from the Secretariat) and subsistence allowances (EUR 181 per day for Minsk) incurred by the Contractor in his execution of the Contract to a maximum total value of EUR 2,000 Euro for total of 2 missions to Minsk.

All payments shall be subject to completion of all tasks to the satisfaction of the Secretariat.

The Contractor should submit invoices, receipts and supporting justification no later than one month following completion of the tasks to which they relate.

Payment shall be made within 30 days of the date of receipt of an invoice or expenses claim, the settlement date being the day the Secretariat's account is debited.

However, the Secretariat may, after informing the Contractor, defer a payment if the expenses covered by the request for payment are subject to dispute on the part of the Secretariat or if the documentation supporting the request for payment is incomplete.

Any payment deferred for these reasons does not give rise to the payment of interest or indemnities by the Secretariat.

All payment requests and any enquiries should be addressed to:

The Energy Charter Secretariat  
The Assistant Secretary General  
46, Boulevard de la Woluwe  
1200 Brussels, Belgium

The Secretariat shall only be bound to respect the payment periods where requests for payment are sent to the above address.

All payments shall be made by bank transfer.

Any claims arising from this Contract shall not be transferable by the Contractor.

**Article 4 - Applicable law**

The Contract is governed by Belgian law.



### **Article 5 - Special provisions**

Articles 3, 4, 6 and 16 of the General Conditions applicable to European Union-financed grant contracts for external actions (Annex 3) are applicable to the Contractor.

### **Article 6 - Disputes**

Any dispute between the contracting parties arising from the Contract, which cannot be settled by mutual agreement, shall be subject to the jurisdiction of the Brussels Courts.

### **Article 7 - Administrative provisions**

1. The Secretariat does not, under any circumstances, assume the role of employer vis-à-vis the Contractor. Furthermore, the Contractor may not make use of (or advertise) the relationship with the Secretariat in any form of written documentation.
2. Any subsequent amendment to the Contract, the Annexes or the General Terms and Conditions applicable to Contracts awarded by the Secretariat shall be the subject of a written supplementary agreement concluded on the same terms as the Contract. A verbal agreement shall not be binding on the contracting parties.
3. Any communication with reference to the performance of the Contract shall be made in writing and sent in duplicate to the following addresses:

#### **For the Secretariat**

The Energy Charter Secretariat  
The Assistant Secretary General  
46, Boulevard de la Woluwe  
1200 Brussels  
Belgium

#### **For the Contractor**

Mr. Nicolae Zaharia  
17 N. Milescu Spataru, of 11  
MD-2075, Chisinau,  
Republic of Moldova

### **Article 8 – Copyright**

The Secretariat shall have copyright in and property rights over all documents and information carriers resulting from the work undertaken under the Contract.

### **Article 9 - Provisions relating to taxation**

The Secretariat shall be exempt from all taxes and dues in Belgium, including value added tax, pursuant to the relevant provisions of the Agreement between the Energy Charter Conference and the Kingdom of Belgium (“the Agreement”) with regard to its financial contribution under the Contract. The Contractor shall follow the instructions given by the Secretariat for the purpose of applying the Agreement.



The Contractor shall be solely responsible for compliance with such national tax and currency exchange legislation and regulations to which he may be subject. The Secretariat shall under no circumstances be responsible for or involved in any dispute that may arise from such duties of compliance.

#### **Article 10 - Financial control**

The Contractor shall supply the Secretariat, without delay, with any information that the latter may request concerning the implementation of the work. Throughout the duration of the tasks specified in the Terms of Reference (Annex 2) and during the five years following their completion or cessation, the Contractor shall, on eight working days notice, give all representatives of the Secretariat, whether officials of the Secretariat or third parties especially authorised to that effect, free access to all the financial documents required to verify that the tasks are or have been carried out; such documents may, if necessary, be verified at the place where they are normally kept.

#### **Article 11 – Technical details pertaining to supply of files**

In order to ensure the quality of the final report, which may later be professionally printed and distributed, the Contractor shall ensure that all electronic files are sent to the Secretariat in original format (i.e. no converted (or copied) files from e.g. jpeg or .xls to Word or other programme). All embedded objects or images in the final report must be sent as separate files in original format. Wherever possible, the Contractor shall ensure that any graphics files are high definition in order to assure an optimal printed quality level.

#### **Article 12 - Annexes**

The following documents are annexed to this Contract:

- Annex 1: General Terms and Conditions applicable to Contracts awarded by the Secretariat.
- Annex 2: Terms of Reference
- Annex 3: General Conditions applicable to European Union-financed grant contracts for external actions.
- Annex 4: Timesheet

Done in English in duplicate

For the Contractor

Date: 25/8/2015



For the Secretariat

Date: 24/8/2018





## **Terms of Reference**

### **EU4Energy BY1.2/2018 Support to development of legislative and regulatory basis for providing energy efficiency services**

#### **1. Background**

The Republic of Belarus implements ambitious state strategy in the area of energy saving and energy efficiency. The National Energy Saving Programme for 2016-2020 sets an energy intensity reduction target to at least 2% by 2021 and the total expected saving in final energy consumption for the four years' period is 5 mln. tce. Number of legislative and regulatory acts were adopted in the last years with the latest amendments to the Energy Saving law introduced in 2015. The main instruments for implementing the policy and strategy in the area of energy efficiency and national, sectoral and regional programmes, each defining the packages with specific measures, scope and sources of financing and responsibilities.

However in order to gain in full all benefits from energy efficiency investments, such as increased energy security, reduced dependence on imported energy resources, increase employment opportunities, increased industrial competitiveness, lower emissions, policy makers should endeavour to scale up the available energy efficiency investment and remove existing barriers with the aim to create a vital and sustainable energy efficiency market.

In 2017 with the support of EU4Energy Governance, an Energy Efficiency Task Force (EETF) was established. It comprised representatives from government - Ministry of energy, ministry of economy, Gosstandard's Department for energy efficiency, as non-governmental stakeholders (industry, SMEs, business and home owners associations, banks, IFIs, service providers, etc).

The Task Force members identified and prioritized the main drivers and the existing challenges/barriers for demand and supply of energy efficiency investments in the electricity and industrial and SME sectors. In December 2017, an Energy Efficiency Investment Roadmap was adopted by the EETF, which recommended specific measures



aimed to removing the existing barriers to the scaling up investments in energy efficiency, including the existence and operation of Energy service companies.

## **2. Objectives**

The objective of the activity would be to support the implementation of the following EETF recommendations:

- Provide the legislative and regulatory framework for developing the energy efficiency services market by amending the existing legislation, defining energy efficiency services and adopting the respective rules, procedures and model contracts;
- Provide regular information, training sessions and best practice examples to stimulate the development of an energy efficiency services market.

## **3. Scope of work, outputs and deadlines**

The international consultant will work in cooperation with the local consultant and under the overall coordination of the Energy Charter Secretariat will implement the following activities:

- Contribute to the development of a review of the current legislative framework and the actual state of play of providing energy efficiency services and the operation of energy service companies (ESCO) (initial draft to be prepared by a local consultant);
- Based on the review, identify the main barriers and obstacles to the successful implementation of energy efficiency services in Belarus;
- Provide recommendations for necessary changes of the existing legislative framework with the aim to remove barriers and promote ESCO business in Belarus based on best international practices. The recommendations should cover, but should not be limited to:
  - existing primary and secondary legislation acts (including state and local budget legislation);
  - means for cost-effective financial promotion of ESCO business;
  - measures to enhancing awareness of local stakeholders.
- Develop draft templates to be used as a basis for drafting secondary legislative acts. The draft documents should be based on the best international practice and take into account the local conditions of Belarus. The draft templates should include, but should not be limited to:
  - Energy performance Contract (EPC) for the public sector;



- EPC for the private sector;
- Methodology for public procurement of EPC;
- Guidelines for the development of terms of reference for EPC (technical requirements, calculation of baseline consumption, monitoring of the implementation etc.).
- Provide input to 2-3 meetings of the Inter-Ministerial Working Group (IMWG) on ESCO development.
- Conduct capacity building event for the members of the IMWG and other relevant stakeholders. The event should have at least, but not limited to, the following sessions include the presentation of:
  - Exchange of information on relevant experience with ESCO from EU/Easter European and Nieghbourhood countries;
  - Identified barriers and possible solutions to the successful implementation of energy efficiency services and ESCO in Belarus;
  - Examples of overcoming the same obstacles by relevant EU/Easter European and Nieghbourhood countries;
  - 2-3 successful and 2-3 unsuccessful case studies on the implementation of energy efficiency services and contracting in EU/Easter European and Nieghbourhood countries;
  - Draft proposals for the improvement of the existing legislative framework
  - Draft templates/secondary legislation proposals as developed within this assignment.
- Develop final Roadmap report, including recommended next steps and follow-up activities for the Government of Belarus to facilitate the adoption of the proposals and draft templates/secondary legislation developed within this assignment .

All deliverables should be provided in Russian or English language.

Activity	Mandays	Deadline
1. Contribute to the development of a review of the current legislative framework and the actual state of play of providing energy efficiency services (ESCO) to be prepared by a local consultant	3	30 September 2018
2. Based on the review, identify the main barriers and obstacles to the successful implementation		15 October 2018



of energy efficiency services in Belarus		
3. Provide recommendations for necessary changes of the existing legislative framework with the aim to remove barriers and promote ESCO business in Belarus		15 October 2018
4. Develop draft templates to be used as a basis for drafting secondary legislative acts: <ul style="list-style-type: none"> <li>a. Model Energy performance Contract (EPC) for the public sector (buildings utilities);</li> <li>b. Model EPC for the private sector (buildings utilities and industry);</li> <li>c. Methodology and guidelines for public procurement of EPC;</li> <li>d. Guidelines for the development of terms of reference for EPC (technical requirements, calculation of baseline consumption, monitoring of the implementation etc.)</li> </ul>	3  5  3	15 November 2018
5. Provide input to the meetings of the Inter-Ministerial Working Group (IMWG) on ESCO development.	1	September – December 2018 (dates tbc)
6. Propose format (including agenda, list of participants, speakers and documents) and deliver capacity building event for the members of the IMWG and other relevant stakeholders (1day or 2 half days)	2	November – December 2018 (dates tbc)
7. Contribute to the development of a Roadmap report, including recommended next steps and follow-up activities for the Government of Belarus	3	December 2018
Total	20	